

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO
AND
SHARP ENTERTAINMENT, LLC.

April 1, 2020 - March 31, 2022

COLLECTIVE BARGAINING AGREEMENT

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE or the Guild, and Sharp Entertainment LLC, 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 Producers (including Producers, Field Producers, Story Producers, Re-Creation Producers and Coordinating Producers), Associate Producers (including Associate Producers, Field Associate Producers, Story Associate Producers, Post Associate Producers and Office Associate Producers) and Writers employed by the Company at and out of the Company's facility located in New York, New York. 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, and, to the extent these are available to the Company, addresses, cell phone numbers, and email addresses.

II. UNION SECURITY

Effective upon the date that the WGAE demonstrates to the Company that the WGAE currently is a party to 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 seven (7) employees in the unit as measured over the previous twenty-six (26) day periods), and where each such agreement in effect contains Guild/union security obligations similar to the following (which may include provisions which would "trigger" union security obligations at the same time as this one at companies then in active production of non-fiction television), the following provision shall take effect:

- (a) The Company 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 Guild, or satisfies the financial obligation of membership, or has made application for membership in the Guild on the later of: (i) sixty (60) working days of employment by the Company within the previous twelve (12) months; or (ii) a period of thirty (30) calendar days following the effective date of this provision; provided, however, that the employee shall have had a minimum of fifteen (15) days of employment following the effective date of this provision.
- (b) The Company shall terminate any employee who has failed to be or become a member of the Guild 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 Guild of this failure.

III. DUES CHECKOFF

The Company agrees that upon thirty (30) days' notice thereafter from the WGAE, it will deduct membership dues, initiation fees, and assessments uniformly required (on a percentage basis of gross wages and incorporated with dues) as designated by the WGAE 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 the applicable provisions of the federal law.

WRITERS GUILD OF AMERICA, EAST

"I, the undersigned, hereby authorize and direct _____ to check-off from my wages my Guild membership dues, initiation fees and assessments uniformly required as promulgated by the Guild according to the procedure set forth in the Constitution of the WGA. The dues, fees, and assessments which are so deducted from my wages are hereby assigned and shall be remitted to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, NY 10013.

This authorization and assignment shall continue until I give written notice to terminate automatic dues deduction to both the Company and the Guild."

WITNESS: _____ SIGNATURE: _____

DATE: _____

The WGAE shall indemnify and hold the Company harmless from any claims, suits, judgments, attachments, and any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

IV. GRIEVANCE AND ARBITRATION

A. Any complaint, controversy, dispute, or claim (herein, collectively, a "grievance" or "grievances") between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.

B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than ninety (90) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company and the WGAE shall meet within ten (10) days of receipt of the written grievance.

C. If the grievance is not resolved, the grieving party may, within sixty (60) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within seventy-five (75) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision. No award in any such arbitration shall be retroactive to a date more than ninety (90) days prior to the date when the grievance was presented.

D. The determination of the arbitrator shall be final and binding upon the Company, the WGAE, and/or the represented employee(s); and the costs of the arbitration (e.g., arbitrator's fee, filing fees) shall be borne equally by the Company and the WGAE, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.

E. A failure to submit a grievance or demand arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance and/or the arbitration as the case may be. Arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party's sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law.

F. The WGAE agrees and acknowledges that it is unaware of any Company employment policy or practice in effect as of the commencement of the term hereof that violates this Agreement, and the WGAE shall not grieve or otherwise object to any such current policy or practice of which it is aware.

V. NO-STRIKES NO-LOCKOUT

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing, sympathy strike, unfair labor practice strike, or refusal to cross a picket line or any boycott or any other interference in the conduct of the business of the Company for any reason whatsoever. During the term of this Agreement, the Company shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

VI. MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE's becoming the collective bargaining representative of the employees covered by this Agreement.

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company programming, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

VII. HOLIDAYS

The Company shall offer the following paid holidays to bargaining unit employees who are employed the week before and the week after the holiday occurs (either week would include

the week of the holiday): New Year's Day, MLK Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; Day After Thanksgiving; Christmas Day; and one (1) additional holiday of the Company's choice to be announced at or near the beginning of the calendar year. If the employee works on a holiday then s/he shall be eligible for a paid comp day in its place to be taken within the term of the employee's employment on a date that is approved by the employee's manager; provided that such approval shall not be unreasonably withheld.

VIII. VACATION

An employee shall be entitled to two (2) paid days off after 16 weeks of employment, to an additional two (2) paid days off after 26 weeks of employment, then shall receive two (2) additional paid days off for each subsequent 13 weeks of employment – a maximum of eight (8) days per each 52 weeks of employment. Employees shall retain employment credit for purposes of this provision after interruptions of employment of sixty (60) days or less. In addition, each employee on payroll as of the date of ratification will receive employment credit for purposes of this provision for all service during the previous 60 days.

Vacation leave shall be taken within the employee's period of employment on dates subject to the approval of the employee's manager. Requests for vacation shall not be unreasonably denied. Employees shall not be permitted to carry over vacation either beyond the annual anniversary date of their employment or to successive periods of employment.

IX. NOTICE OF NONRENEWAL

Employees may communicate directly with their showrunner or with the Senior Vice President of Programming concerning the renewal of their employment engagement. The Company will attempt to notify employees regarding non-renewal of their employment within 21 days of the last day of employment.

X. HEALTH BENEFITS

Subject to eligibility requirements set forth below, the Company shall offer all bargaining unit employees who regularly work 30 or more hours per week the opportunity to enroll in a Company-sponsored health insurance plan. The Company shall contribute to payment of the Company-sponsored health insurance plan premium the sum of \$390 per month on behalf of any employee who elects to participate in such plan. The Company's monthly contribution shall be \$390 per month regardless of the type of coverage (e.g., individual, spouse, family) elected by the employee. If the Company deems it necessary, in response to market conditions or business considerations, to change the plan at any time during the term of this Agreement, it will attempt to replace the then-existing plan with a plan with a substantially similar design, subject to the Company's ability to obtain such a plan at substantially the same cost. In the event of a possible material adverse change in unit employees' coverage terms resulting from a change in the Company-sponsored plan, the Company and the WGAE will engage in expedited bargaining over new terms. In such event, the Company shall offer terms to represented production employees that are not materially worse than terms offered to non-unit production employees, unless the parties agree otherwise.

An employee shall be eligible to participate in the health plan if s/he has been employed for 75 calendar days, measured over the preceding twelve (12) month period. Coverage will

become effective the first day of the month after the employee becomes eligible, and will continue until the end of the month during which the employee leaves employment.

XI. MINIMUMS

Employees shall be paid no less than the following amount per week upon ratification:

Producer	\$2,000 per week
Story/Field Producer	\$1,900 per week
Writer	\$1750 per week
Post/Re-Creation Producer	\$1,675 per week
Coordinating Producer	1,400/week
Associate Producer	\$21 per hour (with 60-hour guarantee)

Notwithstanding the above, all Producers (of any kind), Coordinating Producers and Writers employed to perform work primarily on the series “Story Notes” shall be paid no less than \$1,390 per week.

These minimums shall increase by 2% on March 1, 2021.

The Company shall have sole discretion: (a) to pay in excess of the foregoing minimums; (b) in determining if and when an employee becomes eligible for a promotion to a new job title or shall receive a different job title; and (c) to confer a screen credit that is not in accord with the employee’s job title.

The parties agree and acknowledge that based on their particular job duties, employees in the “Producer” titles at Sharp, including Story, Field, Post, Re-Creation and Coordinating Producers, are creative professionals within the meaning of applicable federal and state wage and hour laws, and the WGAE will not seek overtime pay for hours they work in excess of 40 in a week.

XII. EXPENSES AND EQUIPMENT


The Company shall provide or reimburse employees for any new equipment necessary to complete assigned job tasks when working from home. The company shall after consultation with unit employees determine what equipment is necessary to complete assigned tasks. Reimbursement of expenses shall be made upon prior written approval of any purchase from the Executive Vice President, Senior Vice President, Production, or from their Line Producer.

XIII. TERM OF CONTRACT

Except as otherwise provided elsewhere herein, this Agreement shall be effective April 1, 2020, and shall continue in effect to March 31, 2022.


SIGNED this _____ day of _____, 2021, at New York, New York.

SHARP ENTERTAINMENT, LLC

By 

Matt Sharp, President

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

By 

Lowell Peterson, Executive Director