## **COLLECTIVE BARGAINING AGREEMENT**

## BETWEEN

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

# AND

# SHARP ENTERTAINMENT, LLC.

April 1, 2022 – February 28, 2026

#### **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**

Α. Employee discipline may consist of counseling, verbal and written warnings, reprimands, suspensions, demotions, or discharge. Prior to and/or other than discharge, discipline shall be corrective in intent.

Any complaint, controversy, dispute, or claim (herein, collectively, a "grievance" Β. 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.

С. 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.

D. 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.

E. 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.

F. 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.

G. 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; Juneteenth; 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

A. An employee shall be entitled to nine (9) vacation days per year, accrued weekly on a prorated basis.

B. 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 subject to business and operational concerns. Employees shall be permitted to carry over a maximum of three (3) vacation days either beyond the annual anniversary date of their employment or to successive periods of employment if their interruption in service is sixty (60) days or less. Notwithstanding the above, the maximum number of unused vacation days that any employee may have at any time (including any carried over days) shall be ten (10) days. Unused vacation days shall not be paid out when employment terminates, but employees may

elect to be paid out (rather than carry over) any unused days at the end of an engagement (e.g., season) that they requested to take but were unable to take for business or operational reasons.

C. No previously accrued, unused vacation days will be lost due to the implementation of this policy upon ratification.

D. The Company shall reflect any vacation leave (or comp days) taken during a pay period on an employee's pay stub and shall provide periodic updates regarding employees' vacation accrual.

# IX. SICK LEAVE

A. Employees shall be entitled to up to seven (7) days of sick leave annually, accrued weekly on a prorated basis. Notwithstanding the above, employees may utilize up to three days of sick leave after one week of employment.

B. An employee may also use accrued sick leave for "Safe Time" purposes as follows.

- 1. An employee who has been or whose family member has been the victim of domestic violence, a family offense matters, sexual offense, stalking, or human trafficking may use accrued sick leave for any of the following reasons:
  - a. Family emergency, wherein family member shall include any individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.
  - b. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from domestic violence, a family offense matter, sexual offense, stalking, or human trafficking;
  - c. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, family offense matters, sexual offenses, stalking, or human trafficking;
  - d. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to domestic violence, a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
  - e. To file a complaint or domestic incident report with law enforcement;
  - f. To meet with a district attorney's office;
  - g. To enroll children in a new school;

h. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee's family member or to protect those who associate or work with the employee.

C. The Union and Company agree the leave provided in this Article provides a comparable benefit to the paid sick leave provisions described in Section 196-b of the New York State Labor Law and the New York City Earned Sick Time Act and the parties waive the provisions described therein pursuant to N.Y. Admin. Sec. 20-916 and other applicable law.

## X. BEREAVEMENT

Bargaining unit employees shall receive at least three (3) days paid time off in the event of a death in the immediate family (spouses, domestic partners, parents, siblings, children, and grandparents).

# XI. 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.

#### XII. 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 \$415 per month on behalf of any employee who elects to participate in such plan. The Company's monthly contribution shall be \$415 per month regardless of the type of coverage (*e.g.*, individual, spouse, family) elected by the employee. Effective March 1, 2024, the Company's monthly contribution shall increase to \$425 for participating employees; and, effective March 1, 2025, the Company's monthly contribution shall increase to \$435 for participating employees.

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 40 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.

#### XIII. MINIMUM SALARIES/RATES

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

Producer	\$2,250 per week
Story/Field Producer	\$2,200 per week
Writer	\$1950 per week
Post/Re-Creation Producer	\$1,950 per week
Coordinating Producer	1,650/week
Associate Producer*	Effective upon ratification: \$24.50 per hour
	Effective 3/1/24: \$25.50/hour
	Effective 3/1/25: \$26.50/hour
	Effective 2/28/26: \$27.25/hour

Effective March 1, 2024, except as noted above with regard to Associate Producers, all minimums will increase by 2.5%. Effective March 1, 2025, except as noted above with regard to Associate Producers, all minimums will increase by 2.5%.

\*The parties agree that in the event that an Associate Producer, over the course of their employment, earns on average less than the minimum applicable amount set forth in Article XXIII when calculated at 50 hours per weck (40 straight-time hours and 10 overtime hours), the Guild may seek to reopen negotiations over the employee's compensation. By way of example, if the applicable minimum hourly rate for APs during an AP's employment is \$26.50/hour, the employee's weekly pay for 50 hours of work would be \$1457.50; if the employee earns less than \$1457.50 per week on average during their employment, the Guild may reopen negotiations over the employee's compensation. In addition, the parties agree that an AP's compensation on holidays and when taking sick leave or vacation leave shall be calculated at the expected number of hours to be worked each day (e.g., 10 hours) such that employees receive the same compensation on such days as they would for an "average" day worked.

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.

Each employee shall receive an increase of at least 4% of their salary upon commencement of a new series or a new season of the same series after working 220 worked days over a 12-month period in the same job title, so long as they have not received an increase of at least that amount within that same 220 day period.

All employees employed for more than three months at the time of ratification, or employees reemployed after a hiatus of 60 days or less within 3 months of ratification, will be credited with 110 days worked.

For employees who are hired into bargaining unit positions for short term work at a day rate, the minimum compensation for their day rate shall be either 1/5th the rate of the weekly minimum for any exempt employee, or the appliable minimum hourly rate for any non-exempt (hourly) employee.

## XIV. REST PERIODS/TURNAROUND TIME

A. There shall be a minimum 10-hour rest period between the time a bargaining unit employee leaves work/set (e.g., clocks-out in the case of hourly employees) and the time the employee returns to work/set the next morning (e.g., clocks-in the case of hourly employees). Shows that currently have a 12-hour turn-around time will continue to have 12 hours.

B. Any non-exempt (hourly) bargaining unit employee (e.g., associate producer) who is provided less than a 10-hour rest period between shifts shall receive pay at 1.5 times their regular rate of pay for all hours of the 10-hour rest period they worked (i.e., overtime pay for all invaded hours). This payment shall be paid only to employees whose rest period was invaded.

C. Overtime exempt employees (e.g., producers) who are provided fewer than 10 hours between leaving set and the call-time the next day shall be provided 1.5x comp time, rounded up to the nearest half-hour. The company shall ensure that employees who receive comp time pursuant to this provision shall be permitted use any such comp time within four (4) weeks of accrual, or the employer shall pay out the comp time after 4 weeks. The employer will not unreasonably deny employee requests to take the comp time, subject to reasonable business or operational concerns. When employees receive comp days, they shall receive an email confirming the amount of comp time, the time in which it must be used, and a request for specific dates for taking the comp time.

## XV. SEVENTH DAY WORK

When a non-hourly rate weekly (exempt) employee is directed by a non-bargaining unit supervisor, line producer, or their designee to work for three (3) hours or more on a seventh consecutive day in the same workweek (Sunday to Saturday), the Employer shall pay that employee an additional 1.5x of their regular weekly rate or provide the employee with a comp day. The decision to provide a comp day or additional pay shall be at Employer's discretion, but employees must be permitted to use all comp time within four weeks of accrual or the comp time shall be paid

out. To qualify for seventh-day pay or comp time under this provision, an employee must report to work at the office or on set/location or be expressly directed to work by a supervisor from home for more than three hours on a seventh day. When working from home, the employee must inform the supervisor that such work would constitute seventh-day pay prior to beginning any such work. When employees receive comp days, they shall receive an email confirming the amount of comp time, the time in which it must be used, and a request for specific dates for taking the comp time.

### XVI. EXPENSES AND EQUIPMENT

A. The Company shall provide or reimburse employees for any equipment or services (kit fees) necessary to complete assigned job duties. 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.

**B.** Appropriate Work Resources

1. If Company requires Employees to stay overnight on location, Employee will be paid a minimum per diem of Fifty Dollars (\$50) per day, in addition to crew meal to be provided by Company (or its designee) on the day preceding the overnight stay. Meal breaks will be provided as required by law; on shoot days, meals will be provided on set whenever practicable.

2. If Employee's service on a given workday concludes between hours of 10:00pm and 5:00am (local time), Employee shall, subject to supervisor approval which shall not be unreasonably denied, be entitled to expense up to Forty-Five Dollars (\$45) for transportation. Employee shall utilize taxi/car service at Employer's discretion. Upon timely submission of receipts and supervisor approval, the Employer will make best efforts to include the reimbursement in the Employee's next regular paycheck.

# XVII. CAREER DEVELOPMENT AND STAFFING

A. Sharp employees shall be afforded the opportunity to apply for any open positions within the organization. The employer will inform the unit of open, posted bargaining unit positions (i.e., open unit positions for which a specific candidate has not been identified) via email or electronic posting (e.g., intranet or "one drive" page).

B. Bargaining unit employees shall be afforded the opportunity to meet with a supervisor no less than annually upon the employee's request to discuss the employee's career opportunities.

C. Each employee shall meet with their supervisor at least once during the term of each engagement for the purposes of receiving a review of their performance. Written

confirmation of the meeting shall be provided to the employee within two weeks. Evaluations conducted under this section shall not be used by the Employer to discipline any employee.

D. If an existing employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request feedback on their application or request from their supervisor or a designated Employer representative. Such feedback shall be provided in 14-21 days.

E. Upon the request of an employee, the Employer shall inform the employee of any minimum qualifications for a job to which the employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Employer uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Employer.

F. All salary increases not required by this Agreement shall be communicated to employees in writing.

G. Bargaining unit members who apply for other jobs within Sharp are protected against retaliation for so doing.

H. The company shall inform all bargaining unit employees of their direct manager upon hire.

# XVIII. STAFFING AND TRANSPARENCY

A. The Company shall provide employees with the opportunity to provide feedback on the work experience of series on which they worked at or near the completion of each season.

B. Bargaining unit members shall have the opportunity to anonymously review management.

C. If an employee is asked to work on more than one show, the employee will be given written expectations with regard to the salary and work breakdown between the shows.

D. The Company will inform showrunners and line producers (or others responsible for work assignments) of a shared employee's work expectations with regard to their show. In the event that a shared employee is consistently assigned a greater than anticipated workload (i.e., more than a typical weekly workload and more than anticipated in the written expectations), the Company shall address concerns raised by employees in good faith and make appropriate adjustments (e.g., instruct showrunners to adjust the workload or provide additional compensation commensurate with the additional workload during periods of substantially greater work) at its discretion.

# XIX. REMOTE WORK

Employees may request to work remotely, including on a hybrid schedule (e.g., work in the office a certain number of days a week). The Company shall consider an employee's role and responsibilities, the type and nature of the series on which they are engaged, whether they can work as effectively from home, the schedule proposed (i.e., number of days in the office), and other business considerations in responding to a request to work remotely. Any remote work arrangement must be made in coordination with and to the satisfaction of the employee's supervisor. Management shall consider any remote work request in good faith and shall make decisions based on reasonable business considerations such as those noted above. If an employee's request for a remote work arrangement is denied, management shall provide an explanation of why the employee's duties have been determined to be unsuitable for remote work.

# XX. DARK WEEKS

A. The Company shall endeavor to provide employees with no less than two (2) weeks' (14 calendar days') notice of any "dark week" (i.e., a week in which no work will be scheduled or performed).

B. If the Company provides at least seven (7) days' notice of a dark week, no payments shall be owed to employees during such dark week. If the Company provides employees with less than seven (7) days' notice of a dark week, impacted employees shall be paid the following based on the amount of notice provided:

- 1. 4-6 days' notice for exempt employees, 25% of employee's weekly rate, or, for non-exempt employees, 12 hours of pay at the employee's regular hourly rate
- 2. 3-4 days' notice for exempt employees, 50% of an employee's weekly rate, or for non-exempt employees, 17 hours of pay at the employee's regular rate
- 3. 1-2 days' notice: for exempt employees, 75% of an employee's weekly rate, or for non-exempt employees, 20 hours of pay at the employee's regular rate

C. Notwithstanding the above, the Company shall not be obligated to make the payments set forth in Section B in the event that the dark week is occasioned by unforeseeable circumstances outside of the Company's control that directly impact the Company's ability to produce (i.e., pandemic; severe weather event; death or other serious event; network cancellation of series) for which the Company is not specifically compensated by its client.

#### XXI. ANTI-HARASSMENT

A. The Company will continue to provide its employees with a safe and respectful work environment. Should an employee believe that they are being placed in an unsafe, unhealthy work environment that does not meet Company expectations or policy, the employee should immediately escalate the concerns to their supervisor or any other channels provided to employees to report such concerns.

B. At the request of a unit employee who makes a complaint involving or concerning sexual harassment, the Company shall inform the Guild of such complaint and, thereafter, of the resolution of such complaint. All concerns raised with the Company will be handled and addressed in accordance with applicable law. Upon Request, the Company shall provide a list of counselors covered under the current health insurance plan. Employees shall not be retaliated against for making such claims.

C. In the event an employee brings a discrimination or harassment complaint through the Company's internal complaint procedures, any settlement agreement, separation agreement or release between the Company and employee will not contain a confidentiality or non-disparagement provision that prohibits the employee from disclosing the underlying facts related to the harassment claim unless such agreement is preferred and/or requested by the complainant.

D. Nothing in this contract prevents an employee from seeking a legal remedy for their individual harassment claims.

E. The Company shall continue to enforce its anti-harassment policy, ensure that the policy is available to all employees, and inform all employees of the policy on an annual basis.

F. The Company will notify and, upon request, consult with the Guild before promulgating any material changes to its anti-harassment policies (except those required by changes in the law or changes in personnel) and shall discuss with the Guild any concerns with such changes.

G. The employee shall provide a safe outlet for every employee to communicate their pronouns, not just for queer, gender neutral, gender non-conforming, non-binary, and gender variant people.

H. The Company shall provide mandatory anti-harassment training on work time during regular working hours.

# XXII. NON-DISCRIMINATION AND DIVERSITY

A. The Company will not discriminate against bargaining unit members in any aspect of employment based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, criminal record, DACA status, marital and/or parental status, sexual orientation, religion, gender identity, gender expression, veteran status, pregnancy, childbirth, genetic characteristics, union activity, or any other factor protected by applicable law. B. The Company will make a concerted effort whenever circumstances permit (i.e., when there is ample time to post open positions) to advertise open positions in the unit widely, in particular in places with high exposure to underrepresented groups, to attract a diverse candidate pool, including persons of color and those who identify as LGBTQ+. Additionally, the Company will discuss in labor management committee meetings its application and hiring procedures, during which meetings committee members may make recommendations to the Company regarding outreach to underrepresented groups (i.e., procedures to decrease unconscious and conscious biases when reviewing applications). The Company will make good faith efforts to consider recommendations and address any concerns.

C. The Company will track the self-identification of race/ethnicity of new hires based on EEOC guidelines, and will allow employees to self-identify their gender and sexual orientation. Upon request, the Company will discuss in labor management meetings semiannually its achievement of its diversity goals.

D. Except where the Company has identified an internal or previously employed candidate for an open position or where the open position needs to be filled in one week or less, the Company shall post the open position for at least one week and shall use its best efforts to interview at least one candidate from traditionally underrepresented groups prior to making a hiring decision. The parties may discuss the Company's satisfaction of this goal in labor-management meetings, but the satisfaction of and/or compliance with this provision shall not be subject to the grievance and arbitration provisions of this Agreement.

E. The Company will provide employees with an opportunity to provide feedback on their work experiences, including any related to diversity and inclusion, after completion of projects or series on which they have worked. The Company will review the feedback to determine in its discretion what steps may be taken to address any concerns raised or suggestions proposed in such feedback. The feedback received and review undertaken may be discussed in labor-management meetings, as may any questions or concerns regarding compensation or pay equity.

F. The Company does not tolerate harassment based on any of the factors listed above, and shall maintain a sexual harassment policy and provide training in accordance with New York state law.

# XXIII. LABOR-MANAGEMENT COMMITTEE

The parties shall meet at the request of either party, but no more frequently than once every four (4) months, for the purpose of discussing employee concerns and matters affecting relations between the parties. The parties shall exchange written agendas at least forty-eight (48) hours in advance of any meeting date. No more than two WGAE representatives and no more than four (4) unit employees shall attend the meeting, which shall also be attended by at least one management representative.

# XXIV. TERM OF CONTRACT

Except as otherwise provided elsewhere herein, this Agreement shall be effective April 1, 2022, and shall continue in effect to February 28, 2026.

SIGNED this \_\_\_\_\_\_ day of March, 2023, at New York, New York.

# SHARP ENTERTAINMENT, LLC

# WRITERS GUILD OF AMERICA, EAST

By\_ Matt Sharp, President

By

Lowell Peterson, Executive Director

# SIDE LETTER ON UNION SECURTY

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In the event that an employee asks the employer any questions about "union security" or dues, the employer agrees to direct the employee to a WGAE representative.

# **APPENDIX – JOB DESCRIPTIONS**

# 1. FIELD PRODUCER

# Primary Credits: FIELD PRODUCER

Primary Responsibilities: Supporting the creative directives of the showrunner/ EP and senior producers, managing the preparation and the execution of the shooting process on location, recognizing that each project will have specific needs and reporting requirements based on the creative and production approach.

The Field Producer role typically includes the following primary responsibilities and tasks:

Reports to: EP/ Supervising Producer

- Work with the showrunner/ EP and senior producers of the series to plan and execute production in the field, ensuring logistical, safety and creative goals are achieved
- Research, prepare treatments and produce field production
- Conduct interviews/OTFs in the field when appropriate
- Manage field pre-production
- Work closely with cast and others to identify key story components
- Pitch existing cast, story points, and other creative field logistics to showrunner/EP for selection
- Work closely with production management to help ensure field production is on schedule
- Direct cameras and cast
- Create hot sheets (show-specific)
- Coordinate and schedule tentative shoots around cast availability and calendar
- Coordinate cast scheduling with production management and provide logistical and/or operational support as needed
- Create beat sheets and interview questions
- Work with segment producer/associate producer to make sure releases are secured prior to shoot
- Work closely with crew to monitor lighting, audio quality, framing
- Track story points and work to hit necessary beats
- Attempt to clear set of all brands/ logos/audio

# 2. STORY PRODUCER

# Primary Credits: STORY PRODUCER

Primary Responsibilities: This role is intended to support the Executive Producer, Co-EP, Post EP and Supervising Story Producer(s) on the creative approach to overall story structure for scenes, episodes and story arc across the series in collaboration with editors.

Reports to: Supervising Story Producer, Executive Producer, Co-EP, or Post EP

The Story Producer role typically includes the following primary responsibilities and tasks:

- Make editorial decisions on shot footage, which includes screening and marking footage that pertains to the assigned show or story within the show
- Choose interview bites and creating bites from available interviews
- Adhere to calendar laid out by supervisor, including ensuring materials are available for editors at scheduled time.
- Create story from selection of material, including snap-ins and other additional material required by network, including digital short form and social assets.
- Use editing software to create string-outs
- Review editors cuts and provide feedback
- · Respond to internal and network notes, revising edits in coordination with editors
- Prepare note responses to network
- Update various trackers, like graphics, archival material, stock media, story grids, B roll, and pick up documents
- · Create and shape story when it differs from plan
- Create paper snap-in/snap-out plan for streamer to linear (or vice versa) conversion, when appropriate
- Advise senior producers of story ideas and progression
- Write interview questions for field interviews
- Report any (Business and Legal Affairs) BALA concerns to supervisor
- Pull footage for supplemental material for the show like teases, promotions, social media
- · Liaise with other story producers and editors
- Have a thorough knowledge of the material in the project
- Coordinate with the field as appropriate

# 3. ASSOCIATE PRODUCER

# Primary Credit: ASSOCIATE PRODUCER Reports to: Producer (Field/Story)

Primary Responsibilities: Managing creative and logistics of the series working with, supporting and reporting to more senior Producers on a project, recognizing that each project has specific needs and reporting requirements based on the creative and production approach.

The Associate Producer role typically includes the following primary responsibilities and tasks:

- Coordinate with producers to prepare creative summaries/treatments drafts for the episodes and/or overall series
- Perform, organize and manage research on story/potential topics/subject/locations
- Outreach, coordination and correspondence to cast and subjects working with more senior producers to assist senior producers prepare subject interview draft questions and assist conducting interviews in the field
- Manage and/or source and secure third party assets
- Contribute to the planning of shoots, including logistics, research on potential locations and b-roll opportunities and back plating
- Assist with filming schedule/call sheets (The Field Producer is responsible for the filming schedule and the Production Management is responsible for call sheets.)
- Ensure securing of all appearance, location, and material releases in conjunction with production team that conform to Production Company and rights and clearances / standards and practices
- Support logistical elements when necessary, including tracking receipts, contracts, reconciling p-card, payments and petty cash (If issued a p-card or petty cash, AP is responsible for collecting receipts and reconciling their own p-card/petty cash float.)
- May be required to travel to locations for scouting and production in the field
- Facilitate production "runs" to assist with equipment, props and other resource pick-ups and delivery may be required to be in office or on set
- Take field notes
- Order craft services, lunch and coffee orders for crews when on set
- Assist post network team with network deliverables including episode descriptions, still logs, and credits.
- Source and secure props, wardrobe, food and drinks shown on screen, and set dressing materials

# **Post-Specific Roles/Duties**

- Updates media log for the field
- Support senior producers track and create deadlines based on priorities
- Coordinate with the field to receive releases

- Once in picture lock, do a release pass on the episode.
- Organize releases for deliverables
- Send translations out as needed.
- Oversee transcriptions being sent out
- Coordinate script syncing transcripts
- Facilitate the communication with business and legal affairs (BALA) and the post team
- Log footage as needed on media log / tracker
- Facilitate pickups
- Source materials from cast
- Assist senior producers to work with episode editors on story
- Prepare episode/series outlines, treatments
- Assist with coordinating editorial notes on cuts of each episode from various parties including project team members, Production Company Executives, Network/Owners and other related parties, and track changes from cut to cut
- Track and license archival materials
- Complete network deliverables

# 4. COORDINATING PRODUCER

The Coordinating Producer has greater responsibility than the AP. This includes, but is not limited to: working as the main contact for talent; acting as the liaisons between the field and post team; assisting in coordinating the role of the APs; and assisting in the coordination and scheduling of shoots.

# Applicable to all titles:

It is understood that the above-listed duties and responsibilities are illustrative, not exhaustive, and that employees in the titles above may be asked to complete tasks not listed above. It is understood that the employer will not regularly and repeatedly assign tasks not in the job description. This job description should not be cited as a reason for any employee to decline to perform any task(s) assigned to them by management and is intended to provide employees with a broad overview of the duties and responsibilities expected of [title], understanding that the specific duties and responsibilities may vary depending on the series.