

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO
AND
LION TELEVISION, INC.

July 1, 2019 – June 30, 2022

COLLECTIVE BARGAINING AGREEMENT

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE or the Guild, and Lion Television, 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 Producers (including Producers, Casting Producers, Post Producers, Development Producers, Field Producers, Question Producers, and Prank Consultants), Associate Producers (including Associate Producers, Casting Associate Producers, and Location Associate Producers), Researchers, 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 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 seven (7) employees in the unit as measured over the previous twenty-six (26) pay periods), and where such agreements contain 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), 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; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Thanksgiving; Day After Thanksgiving; Christmas Day. Employees can also use a floating holiday in lieu of a specific religious holiday, subject to advance approval by the employee’s manager. 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 given three (3) paid days off after thirteen (13) weeks of continuous employment, an additional two (2) paid days off after twenty-six (26) weeks of employment (a total of five (5) days off after 26 weeks of continuous employment), an additional two (2) paid days off after thirty-nine (39) weeks of continuous employment (a total of seven (7) days off after 39 weeks of continuous employment), and an additional three (3) paid days off after fifty-two (52) weeks of continuous employment, for a maximum of ten (10) paid days off per year, to 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.

IX. NOTICE OF NONRENEWAL

Employees may communicate directly with their Line Producer and/or supervisor concerning the renewal of their employment engagement. When possible and practicable, the Company will attempt to notify employees regarding non-renewal of their employment within fourteen (14) days of the last day of employment.

X. HEALTH BENEFITS

A. Effective on the first day of the month following the month in which the Company shall have determined that it has the requisite number of employees to enroll in the insurance carrier’s plan, the Company shall offer health insurance to all represented employees through the Company-wide plan presented to the Union during negotiations for this Agreement. The terms of those health benefits shall remain unchanged until at least July 31, 2021. The Company shall pay 85% of the total monthly health insurance premium of the plan (if any) elected by an employee; the employee shall pay the remaining 15% of the monthly premium.

An employee shall be eligible to participate in the health plan if s/he has worked 45 work days, measured over the preceding twelve (12) month period. In determining eligibility, an exempt employee’s employment for a week shall be deemed to be five (5) work days. 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. Should an employee become eligible for coverage and leave employment before the first day of the following month, s/he nonetheless shall receive coverage for that following month. (It being

understood, however, that the Company might not be able to obtain a replacement plan which permits that coverage.)

If the Company deems it necessary, in response to market conditions or business considerations, to change the plan, it will attempt to replace the plan with a substantially similar plan, 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, the Company and the WGAE will engage in expedited bargaining over new terms. In such event, the Company shall offer the same plan, on the same terms, to represented employees as the plan offered to non-unit employees unless the parties agree otherwise.

B. Entertainment Industry Flex Plan Trigger: If the WGAE demonstrates to the Company by May 1st of any year of this agreement that it has entered into collective bargaining agreements with five (5) other independent production companies located in the New York Metropolitan Area engaged in the production of non-fiction television programming, 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 26 pay periods), which agreements require that the employer make regular contributions on behalf of bargaining unit employees to the Entertainment Industry Flex Plan (the "Flex Plan") and/or require such contributions be made at the same and under the same conditions as this Agreement (i.e., contain a Flex Plan "trigger"), the Employer agrees to make contributions to the Flex Plan on behalf of all bargaining unit employees by June 15th for July 1st coverage of the year the "trigger" is activated. The Employer and the WGAE agree to negotiate in good faith regarding the amount of the Company's contributions to the Flex Plan at the time the "trigger" is activated. At the Employer's request, the WGAE also will bargain in good faith at any such time over the grandfathering of bargaining unit employees in the then-existing Company health plan.

XI. MINIMUMS

Producers, Post Producers, Writers, Casting/Development/Field/Question Producers and Prank Consultants shall be classified as overtime exempt and paid no less than the following minimum weekly rates:

Producer	\$2,085/week
Post Producer	\$2,035/week
Writer	\$1,800/week
Casting/Development/Field/Question Producer; Prank Consultant	\$1,700/week

Researchers, Casting Associate Producers and Associate Producers shall be paid no less than the following hourly wage rates for all hours worked up to 40 hours in any work week and 1 ½ times their regular rate of pay for all hours worked in excess of 40 hours in a week.

Associate Producer	\$ 20.60 per hour (\$30.90 per hour for all hours worked in excess of 40 in a work week)
Casting/Location Associate Producer	\$17.32 per hour (\$25.98 per hour for all hours worked in excess of 40 in a work week)
Researcher	\$ 15.45 per hour (\$23.175 per hour for all hours worked in excess of 40 in a work week)

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.

XII. PROBATIONARY PERIOD

Notwithstanding the minimum weekly wage rates set forth herein, the Employer, in its sole discretion, may pay employees promoted by the Employer into the positions of Researcher, Writer, Associate Producer and Casting Associate Producer less than the minimum rate for those classifications for no more than four (4) months following the date they begin performing work in the higher classification. Any such "probationary rate" shall be no less than 80% of the minimum hourly regular rate for Associate Producers or the weekly minimum wage rate for Writers, and no less than 90% of the minimum hourly regular rate for Researchers and Casting Associate Producers.

XIII. NEW PRODUCER

An employee engaged as a New Producer shall primarily perform job duties and responsibilities typically performed by Producers, Story Producers, Field Producers, Development Producers, Question Producers and/or Casting Producers as directed by the Employer at its sole discretion. The New Producer title shall be assigned to employees who previously, to the Employer's knowledge at the time of the employee's engagement, have been engaged as and received two (2) or fewer prior Producer (Producer, Story Producer, Field Producer, Development Producer, Question Producer and/or Casting Producer) credits on any non-fiction television series or program produced for and aired by any television network. The Employer shall not engage any employee as a New Producer for more than a total of four (4) episodes of any television series, development project or pilot. The use and assignment of the New Producer title shall be at the Employer's sole discretion, and nothing except the limitations on assignment in this provision shall limit or otherwise affect the Employer's rights set forth in the Management Rights provision set forth in Article VI herein. An employee engaged as a New Producer shall receive a screen credit of "Producer" (e.g., Producer, Story Producer, Field Producer, Development Producer, Question Producer and/or Casting Producer) commensurate with the employees' job duties and responsibilities as determined by the Employer it is sole

discretion. All credits shall be subject to network approval. A New Producer will not be paid less than \$1,495/week.

IX. START TIME

An AP's or a Researcher's start time on shoot (field) days for compensation and other purposes shall be the time at which the employee is instructed by his or her supervisor to report to work (whether at the Employer's offices, the shoot location or any other location) or the time at which the employee actually arrives at the location he or she was instructed to report, whichever is later. In the event that an AP or Researcher is not required to report to any location prior to the scheduled call time for the shoot, the employee's start time shall be the time at which the employee first performs any work at the direction of any supervisor or the call time, whichever is sooner.

X. NOTIFICATION OF COLLECTIVE BARGAINING AGREEMENT

The Company will include a link to the WGAE website in the information packet provided to new employees as part of the onboarding process.

XI. 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 company management representative.

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 ____ day of July 2020, at New York, New York.

LION TELEVISION, INC.

By  _____
Tony Tackaberry

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

By  _____
Lowell Peterson, Executive Director