

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930
carol@amptp.org

UNPUBLISHED SIDELETTER

As of July 5, 2022

Steve Kaplan
Business Representative
The Animation Guild, Local #839
1105 North Hollywood Way
Burbank, California 91505

Re: **Remote Work Outside Los Angeles County During the Pandemic**

Dear Steve:

During negotiations for the 2021 Animation Guild, Local #839 Agreement (the "Agreement"), the Producers represented by the Alliance of Motion Picture Television Producers and the Animation Guild and Affiliated Optical Electronic and Graphic Arts, Local #839 (the "Union") discussed the disruptions to traditional modes of work in the animation industry caused by the COVID-19 pandemic. In particular, the parties acknowledged that Producers have assigned many employees to work remotely during the pandemic in the interest of the employees' health and safety. In addition, the parties discussed various personal circumstances that led employees who had been hired in Los Angeles County and had been working in Los Angeles County to decide to relocate outside of Los Angeles County and continue working for the Producer while the Producer permitted remote work during the pandemic and approved the employee to do so at a specified location in the United States (but outside of Los Angeles County).

In recognition of the foregoing circumstances, the parties agree to the following concerning the employment of individuals outside of Los Angeles County:

1. Under current practice, a Producer may hire an employee in Los Angeles under the Agreement to perform temporary services outside the Los Angeles area in connection with a production. The employee continues to be covered by the Agreement for the duration of the employee's employment on the production. The parties confirm that the current practice may continue.
2. Notwithstanding Paragraph 5 below, effective July 10, 2022, and subject to Paragraphs 2.d. and e. below:

- a. Producer agrees to cover an employee under the Agreement for the duration of the employee's employment on a production (or in the case of a series, the duration of the employee's employment on a season of the series) in the following circumstances:
 - i. (1) The employee had been working for the Producer under the Agreement at the Producer's offices in Los Angeles County before March 2020 (*i.e.*, before the inception of the pandemic in Los Angeles County), and the Producer, for COVID-related reasons, subsequently allowed the employee to work remotely during the pandemic; or
 - (2) The employee was hired by the Producer in Los Angeles County on or after March 2020 (during the pandemic), and the Producer, for COVID-related reasons, allowed the employee to work remotely during the pandemic;
 - ii. The employee's employment is on a Los Angeles-based production;
 - iii. The Producer allowed the employee to work remotely at a specified location in the United States (but outside Los Angeles County) under the coverage of the Agreement at some point during the period March 2020 (*i.e.*, the inception of the pandemic in Los Angeles County) to July 10, 2022;
 - iv. The employee continues to work under the coverage of the Agreement at that approved specified location; and
 - v. The Producer does not require the employee to return to the Producer's offices for the remainder of the employee's employment on the production or for the production season in the case of a series.¹

¹ For clarification, the provisions of Paragraph 2.a. above also apply to an employee whom the Producer employed in Los Angeles County and, during the period on or after March 20, 2020 to July 10, 2022, allowed to work remotely outside Los Angeles County (but within the United States) for family or medical-related reasons during the pandemic.

- b. In addition, from July 10, 2022 through July 31, 2024, Producer agrees to continue to cover under the Agreement an employee who meets the conditions set forth in Paragraph 2.a. above when the employee is "continuously employed" by the Producer on a subsequent production for the duration of the production. "Continuously employed" for purposes of this provision means subsequent employment with the Producer within 110 days of the prior employment.
 - c. In the circumstances set forth in Paragraphs 2.a. and 2.b. above, the Producer is not required to travel the employee to Los Angeles County for contributions made on behalf of the employee to be accepted by the Motion Picture Industry Pension and Health Plans.
 - d. The Directors of the Motion Picture Industry Pension and Health Plans adopt a resolution approving contributions made on behalf of an employee under the circumstances described in this Paragraph 2. The provisions of this Paragraph 2 shall not be effective until the foregoing resolution has been adopted.
 - e. The provisions of Paragraphs 2.a. and 2.b. shall automatically terminate on July 31, 2024, and, except as provided in the next sentence, shall have no force or effect thereafter. However, any employee hired to render services on a production under the provisions of Paragraph 2.a., or hired before July 31, 2024 to render services on a subsequent production or production season under the provisions of Paragraph 2.b., shall be covered by the Agreement for the duration of the employee's employment on that production (or production season in the case of a series under Paragraph 2.b.), including any period of employment that occurs after July 31, 2024.
- 3. The foregoing does not supersede the MPI Travel Waiver program.
 - 4. The bargaining parties agree to seek confirmation from the MPI Plans that the foregoing is consistent with the Trust Agreement. Should any of the Trust Agreements need to be amended to effectuate the foregoing provisions, the parties agree to recommend to the MPI Directors that an amendment(s) to the Trust Agreement be adopted as soon as practicable. In that event, none of the foregoing provisions shall become effective until the necessary amendment(s) to the Trust Agreement(s) is (are) adopted by the Plans.
 - 5. In addition to Paragraph 2 above, the bargaining parties affirm the right of the Producer to decide, in its sole discretion, whether to allow an employee covered by the Agreement to work outside of Los Angeles County as well as the right of the Producer to require an employee who had previously been allowed to work outside of Los Angeles County

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during the pandemic to return to the workplace in Los Angeles County. Without restricting the rights of the Producer, the Producer shall give good faith consideration to the employee's circumstances when making the decision as to whether an employee shall be permitted to work under the Agreement outside of Los Angeles County or shall be required to return to the workplace in Los Angeles County after working outside Los Angeles County during the pandemic. If the Producer determines the employee will work in Los Angeles County or requires the employee to return to the workplace in Los Angeles County after working outside Los Angeles County during the pandemic, the Union may request a meeting with the Producer to further discuss the employee's circumstances, and the parties shall meet promptly thereafter. The Producers' decision following such discussions shall not be subject to grievance and arbitration.

6. Further, the bargaining parties agree that any employee covered by Paragraphs 1 or 2 above or covered by the MPI Travel Waiver program shall be treated as if the employee were employed in California for purposes of application of Article 7, Section A of the Agreement.


Please signify your concurrence with the foregoing by executing this letter in the space reserved for your signature and returning same to me.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Steve Kaplan
Business Representative
The Animation Guild, Local #839