

## UNPUBLISHED SIDELETTER

Michael F. Miller  
International Vice President  
I.A.T.S.E  
2210 W. Olive Ave  
Burbank, CA 91504

### **Re: Remote Work Outside of Los Angeles Studio During Pandemic**

Dear Michael;

THIS AGREEMENT is entered into between TSL (hereinafter referred to as the "Employer") and the International Alliance of Theatrical Stage Employees (hereinafter referred to as the "Union").

During negotiations for the 2021 TSL Animation Agreement (the "Agreement"), the Employer discussed the disruptions to traditional modes of work in the animation industry caused by the COVID-19 pandemic. In particular, the parties acknowledged that the Employer had 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 areas contiguous to Los Angeles County and had been working in Los Angeles County and areas contiguous thereto to decide to relocate outside of Los Angeles and contiguous counties and continue working for the Employer while Employer 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 and contiguous counties).

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

1. Under current practice, the Employer may hire an employee in Los Angeles County and contiguous counties under the Agreement to perform temporary services outside of Los Angeles county and contiguous counties 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 October 31, 2022, and subject to Paragraphs 2.d. and e. below:
  - a. Employer 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:<sup>1</sup>
    - i. (1) The employee had been working for the Producer under the Agreement at the Producer's offices in Los Angeles County and contiguous counties before March 2020 (i.e., before the inception of the pandemic in Los Angeles and contiguous counties), 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;

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<sup>1</sup> 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 December 23, 2022, allowed to work remotely outside Los Angeles County (but within the United States) for family or medical-related reasons during the pandemic.

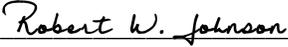
- ii. The employee's employment is on a Los Angeles-based production;
    - iii. The Producer allowed the employee to work remotely at a specified location in the United States (but outside Los Angeles County and contiguous counties) under the
    - iv. coverage of the Agreement at some point during the period of March 2020 (i.e., the inception of the pandemic in Los Angeles County) to December 23, 2022;
    - v. The employee continues to work under the coverage of the Agreement at that approved specified location; and
    - vi. 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.
  - b. In addition, from October 31, 2022, through November 2, 2024, Employer 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 Employer on a subsequent production for the duration of the production. "Continuously employed" for purposes of this provision means subsequent employment with the Employer within 110 days of the prior employment.
  - c. In the circumstances set forth in Paragraphs 2.a. and 2.b. above, the Employer 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 November 2, 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 November 2, 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 November 2, 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 Employer to decide, in its sole discretion, whether to allow an employee covered by the Agreement to work outside of Los Angeles county and contiguous counties as well as the right of the Employer to require an employee who had previously been allowed to work outside of Los Angeles county and contiguous counties during the pandemic to return to the workplace in Los Angeles County. Without restricting the rights of the Employer, the Employer 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, and contiguous counties or shall be required to return to the workplace in Los Angeles, after working outside Los Angeles, and contiguous counties during the pandemic.

If the Employer 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 and contiguous counties during the pandemic, the Union may request a meeting with the Employer to further discuss the employee's circumstances, and the parties shall meet promptly thereafter. The Employer's 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,

DocuSigned by:  
  
Robert W. Johnson  
Senior Vice President, Labor Relations  
Date: 5/2/2023

ACCEPTED AND AGREED

DocuSigned by:  
  
Michael F. Miller  
I.A.T.S.E International Vice President  
Date: 5/4/2023



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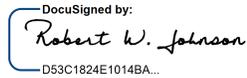
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Robert W. Johnson

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robert.w.johnson@disney.com

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Senior Vice President

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Kathleen Locketti

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kathleen.lockett@disney.com

VP Labor Relations

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## CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement. "Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

**1. Your Consent.** You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

**2. How to Withdraw Consent.** If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [CORP.DL-eSignature@disney.com](mailto:CORP.DL-eSignature@disney.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**3. How to Update Your Contact Information.** It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**4. Hardware and Software Requirements.** To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 800 x 600,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

**5. Paper Copies.** At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**6. Acknowledging your access and Consent to receive Communications electronically.** To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

**7. Termination/Changes/Other.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

**By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.**