

## **MEMORANDUM OF AGREEMENT**

### **The Animation Guild, Local #839 IATSE – Fox Television Animation, Inc. 2024-2027 Agreement (“Family Guy”)**

This Memorandum of Agreement (“MOA”) sets forth the entire agreement reached between Fox Television Animation, Inc. (“Company”) and International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada and its affiliated Local 839, The Animation Guild and Affiliated Optical Electronic and Graphic Arts, (collectively “Union”) as a result of the parties’ negotiations for an Agreement. All Company proposals not accepted are hereby withdrawn. All Union proposals not accepted are hereby withdrawn. The Company has been advised and the Union has agreed and represents that the negotiating committee will unanimously recommend this MOA for ratification and take no actions inconsistent with such recommendation. These are material provisions of this Agreement.

This MOA is contingent upon adoption of a resolution(s) (or amendment(s), if an amendment is required) to the Trust Agreement of the Motion Picture Industry Pension and Health Plans (“MPIPHP”) allowing members of the bargaining unit employed on Family Guy represented by the Union to participate in the MPIPHP and the MPIPHP Board of Directors’ acceptance of the collective bargaining agreement between the Union and the Company covering bargaining unit classifications represented by the Union as a basis for contributions to the MPIPHP.

This MOA is contingent upon notice of ratification being received no later than December 27, 2024.

Unless otherwise noted, the provisions of this MOA shall be effective on the first Sunday following the business day on which the Company receives notice of ratification.

#### 1. Term

Three years – commencing the first Sunday following the business day on which the Company receives notice of ratification.

#### 2. Scope

This Agreement applies and is limited in its application to the following job classifications employed by the Company on Family Guy to perform services in the County of Los Angeles or employed by the Company on Family Guy in the County of Los Angeles to perform services outside said County: all full-time and regular part-time Assistant Production Coordinators, Assistants to Producer, Assistants to Supervising Directors, Executive Assistants, IT Supervisors,

IT Technicians, Office Managers, Office Production Assistants, Production Assistants, Production Coordinators, Production Managers, Productions Supervisors, Writers' Assistants.

### 3. Recognition

The Company recognizes the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada as the exclusive collective bargaining representative of all classifications covered by this Agreement, employed by the Company on Family Guy. The Union makes this Agreement on behalf of such employees employed by the Company on Family Guy.

The Local Union represents that the terms of this Agreement have been submitted to its bargaining unit and have been duly approved thereby.

### 4. Assignment

*Intentionally left blank.*

### 5. Grievance and Arbitration

#### A. Grievance and Arbitration Procedure

In the event of any dispute between the Union or any of the persons subject to this Agreement and the Company with regard to discipline (up to and including discharge), wages, hours or other conditions of employment or with regard to the interpretation of this Agreement, the procedure, unless otherwise specifically provided herein, shall be as set forth in this provision.

Failure to settle the dispute within ten (10) business days after the invocation of Step One entitles either party to proceed to Step Two; failure to settle the dispute within ten (10) business days after the invocation of Step Two entitles either party to Regular Arbitration or to Expedited Arbitration in cases requiring such. In the event the grieving party does not exercise its option to proceed to the next step by serving notice upon the other party as required hereunder within ten (10) business days of entitlement to do so as provided herein, then such grieving party shall be deemed to have waived such grievance unless the parties mutually stipulate otherwise in writing. Each party agrees to provide, upon written request by the other party, non-proprietary information which is relevant and necessary to the processing of any grievance hereunder. Such information shall be provided to the requesting party in a timely manner.

#### 1. STEP ONE

The representative of the Local Union and the Company's representative shall immediately discuss the matter and the dispute shall be settled if at all possible. The decision, if any, of these representatives shall be final and binding upon the parties to the dispute.

## 2. STEP TWO

In the event of a failure to settle the dispute under Step One above, the grieving party shall present the grievance in written form to the representative of the other party. Such written notice shall contain the specific contract section(s) which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the specific facts and details or a summary of the alleged violation(s) on which the grievance is based, the name of the production (if any), the remedy sought and the name(s) of the individual(s) aggrieved, except for group claims for which the classification(s) of the individuals aggrieved shall be listed. In the event the party receiving the Step Two notice does not feel that the written notice complies with the preceding, then the party receiving the Step Two notice shall notify the grieving party within five (5) working days of receipt of such Step Two notice. This response shall indicate those areas in which more specific information is required. The grieving party shall then have five (5) working days to provide such additional information. This procedure tolls the running of the time limitations otherwise applicable. The Business Agent of the Local Union and the Labor Representative of the Company will then meet in an attempt to settle the same; their decision, if any, shall be final and binding upon the parties to the dispute.

## 3. STEP THREE

In the event of a failure to settle the dispute under Steps One or Two above, the aggrieved party may elect to proceed to Regular Arbitration by delivering or mailing to the other party a written demand for arbitration. In such event, an Arbitrator shall be mutually agreed upon by the parties to the dispute and such Arbitrator shall promptly proceed to hear the matter and settle the dispute. In the event the parties to the dispute cannot mutually agree upon said Arbitrator as aforesaid, then the aggrieved party may immediately request the Federal Mediation and Conciliation Service ("FMCS") to submit a list of five (5) names of Arbitrators to the parties to the dispute for the purpose of selection of an Arbitrator; each party shall be entitled to strike two (2) names from the list of five (5) names submitted by the FMCS and the remaining name shall be the sole Arbitrator to hear and determine the matter. The selection of such Arbitrator shall be made within five (5) workdays, excluding Saturdays, Sundays and holidays, after receipt by the parties to the dispute of the names of the Arbitrators submitted by the FMCS. The Arbitrator selected shall notify the parties as to the time and place of the arbitration hearing if the parties cannot agree. The subject of the arbitration shall be limited to the specific issues and facts set forth in the written notice required under Step Two above. The decision of the Arbitrator shall be

binding upon the parties hereto and upon the persons subject to this Agreement. The Arbitrator shall have the power to interpret and apply the provisions of this Agreement, but shall not have power to amend or modify any of its provisions, nor shall the Arbitrator have power to effect a change in any of its provisions. The Arbitrator shall not have power to determine jurisdictional disputes between the Local Union and any other labor organization. Fees and expenses of the arbitration shall be borne equally by the parties to the dispute.

#### B. Expedited Arbitration

Disputes involving a violation of the No-Strike – No Lockout and Seniority provisions may be submitted to expedited arbitration by either party by serving a written demand for expedited arbitration. Within one business day after the other party receives the demand for expedited arbitration, the parties will select an arbitrator between the following three arbitrators: Michael Prihar, Fredric R. Horowitz, and Douglas Collins. The dispute shall be submitted to expedited arbitration within two business days (or as soon thereafter as the arbitrator is available) after the other party receives the demand for expedited arbitration by whichever arbitrator is available within two business days. If more than one arbitrator is available within two business days, the moving party and the respondent shall alternate on a case-by-case basis in first striking a name. In the event that one of the parties fails to participate in the strike process, or fails to strike in order and/or timely, the other party may thereupon select the arbitrator to hear the matter.

The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties, including by telephone or video conference. No postponements will be granted except by mutual agreement of the Union and Company. There shall be no post-hearing briefs, but the parties may, prior to or during the hearing, present a written statement of the facts. There shall be no stenographic record of the hearing. The decision of the arbitrator, which shall be issued orally at the conclusion of the hearing and confirmed in writing to both parties within three (3) days, or which shall be issued in writing within three (3) days from the conclusion of the hearing (the choice being at the sole discretion of the Arbitrator), shall be final and binding upon the parties and any employees concerned. The Arbitrator shall have the power to determine only the specific grievance or dispute and, where applicable, award wage payments, adjustments and/or damages consistent with this Agreement. The Arbitrator shall not have power to amend, modify or effect a change in any of the provisions of this Agreement. The Arbitrator shall not have power to determine jurisdictional disputes between the Local Union and any other labor organization. The decision of the Arbitrator shall be non-precedential and the decision and/or opinion, if any, shall not be offered or admitted into evidence in any proceeding other than 1) a judicial act seeking confirmation, correction or vacation of such decision, or 2) a grievance or arbitration proceeding involving the Company and Local Union. Fees and expenses of the arbitration shall be borne equally by the parties to the dispute.

### C. Claims

Any grievance for the payment of wages not presented under Step Two within three hundred sixty-five (365) calendar days after the employee is entitled to such wages shall be deemed to be waived. Any grievance arising from an alleged breach of Article 16 (“Discipline and Discharge”) hereof not presented under Step One within ten (10) business days after the occurrence of the subject matter of the grievance shall be deemed to be waived. Any other grievance not presented under Step Two within sixty (60) calendar days after the occurrence of the subject matter of the grievance shall be deemed to be waived. Upon mutual agreement of the parties, the powers hereby granted to the Arbitrator may be deemed to include, among the other powers specifically granted by the terms hereof, such other and additional powers granted to an Arbitrator pursuant to the provision of Sections 1280 to 1292, inclusive, of the Code of Civil Procedures of the State of California; the parties hereto hereby agree that the Superior Court of the State of California in and for the County of Los Angeles, may, upon notice to both parties hereto, specifically enforce any decision or award made by said Arbitrator.

### 6. Subcontracting

The parties recognize the existence of past subcontracting practices. As to bargaining unit work of a type which has not heretofore been subcontracted, the Company shall not, by independent contract or subletting, utilize the services of any individual, firm, partnership or corporation to perform work in Los Angeles County, California which would otherwise be performed by available and qualified persons subject to this Agreement unless such work is performed at wages and conditions no less favorable than those provided herein.

### 7. Employee Benefits

#### A. Pension Plan

Effective the first Sunday following the business day on which the Company receives notice of ratification, the Company shall make contributions to the Motion Picture Industry Pension Plan, as provided in the 2021 Agreement between the Alliance of Motion Picture Television Producers and the Animation Guild and Affiliated Optical Electronic and Graphic Arts, Local #839 and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (“2021 AMPTP/839 Agreement”), including On Call hours.

#### B. Health Plan

Effective the first Sunday following the business day on which the Company receives notice of ratification, the Company shall make active health contributions to the Motion Picture Industry Health Plan as provided in the 2021 AMPTP/839 Agreement, including On Call hours.<sup>1</sup>

For employees employed prior to the date of notice of ratification who were covered by and enrolled in Company health insurance prior to the date of notice of ratification, the Company will continue to provide such existing health insurance while making MPI Active and Retiree Health contributions until such time as each employee qualifies for active MPI Health Plan benefits or the employee's employment ends, whichever is earlier.

#### C. Retired Employees Fund

Effective the first Sunday following the business day on which the Company receives notice of ratification, the Company shall make contributions to the Retired Employees Fund as provided in the 2021 AMPTP/839 Agreement, including On Call hours.

#### D. Motion Picture Industry Individual Account Plan (IAP)

Effective the first Sunday that is one year following the business date that the Company receives notice of ratification, the Company shall contribute three percent (3%) of the scale weekly rate to IAP on behalf of each employee covered under this Agreement. Increase the percentage contribution to the IAP to six percent (6%) effective the first full payroll period twenty-four (24) months after date of notice of ratification. On call weekly contributions shall be based on a sixty (60) hour week.

#### E. The Animation Guild 401(k) Plan (No Matching Contributions)

Subject to satisfaction of the following conditions, the Company shall allow eligible employees, after ninety (90) days of employment with the Company, to participate in The Animation Guild 401(k) Plan (the "401(k) Plan") under the terms of the Trust Agreement. The Company shall withhold and contribute or cause to be withheld and contributed on a before-tax basis, for each payroll period, the dollar amount or percentage of compensation (not to exceed the lesser of the statutory IRS dollar maximum amount or 100% of the employee's compensation), which the employee has designated in writing to the Company as the employee's salary deferral election under the 401(k) Plan. The Company shall remit each employee's salary deferrals in accordance with and as required by the Trust Agreement.

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<sup>1</sup> In the unlikely event that the MPI Board of Directors has any problem with accepting Company contributions pursuant to this MOA, the parties will meet as soon as possible to fashion a mutually agreeable solution acceptable to the MPI Board.

The 401(k) Plan operates as a Taft-Hartley plan, administered by an independent service provider chosen by the Trustees. The 401(k) Plan shall continue its current structure and shall continue to operate in accordance with the following:

1. There will be no Company contributions to the 401(k) Plan.
2. The Company shall have no responsibility for any management or administrative costs of the 401(k) Plan.
3. The Company and the Union will take such measures, particularly with respect to the design of the Plan, as are required to limit the liability of the Producers.
4. The bargaining parties agree to recommend to the Trustees of the 401(k) Plan the adoption of a resolution under which the 401(k) Plan shall warrant to the Producers that it will timely discharge its duties and responsibilities so as to avoid any liability for the Company.
5. The Company participation in the Plan is contingent on the 401(k) Plan's continued qualification as tax-exempt under the provisions of the Internal Revenue Code.

8. Minimum Wage Scales

<b>Classification</b>	<b>Weekly Scale Rate (40 hours per week)</b>
Assistant (Office Production Assistant, Production Assistant)	\$825.00 (\$20.63/hour)
Executive Assistant/Assistant to Producer/Assistant to Supervising Director	\$850.00 (\$21.25/hour)
Writers' Assistant	\$950.00 (23.75/hour)
Assistant Production Coordinator	\$950.00 (23.75/hour)
Production Coordinator	\$1,050.00 (\$26.25/hour)
Production Supervisor	\$1,275.00 (\$31.88/hour)
Production Manager*	\$1,650.00 (Exempt On-Call Classification)
Office Manager	\$1,150 (\$28.75/hour)
IT Technician	\$1,200.00 (\$30.00/hour)
IT Supervisor*	\$1,600.00 (Exempt On-Call Classification)

Effective the first Sunday following the business day on which the Company receives notice of ratification, the above minimum wage scales shall apply. Increase the minimum wage scales by seven percent (7%) effective the first Sunday that is one (1) year following the business day on which the Company receives notice of ratification and increase the minimum wage scales by an

additional four percent (4%) effective the first Sunday that is two (2) years following the business day that the Company receives notice of ratification.

\* These are exempt on-call classifications and their exempt on-call wage rates are deemed to include the 110% premium for exempt on-call employees.

## 9. Paid Sick Leave

### A. Accrual

Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Company, up to a maximum of forty-eight (48) hours or six (6) days (up to a maximum of eighty (80) hours or ten (10) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the Company receives notice of ratification, whichever is later]). (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, the Company may elect to provide employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days for the Company and after their ninetieth (90th) day (forty-fifth day, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the Company receives notice of ratification, whichever is later]) of such employment with the Company (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year (forty (40) hours or five (5) days of sick leave per year, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the Company receives notice of ratification, whichever is later]), such year to be measured, as designated by the Company, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

### B.

To be eligible to accrue paid sick leave, the employee must have worked for the Company for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Company, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Company for ninety (90) days (forty-five (45) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the Company receives notice of ratification, whichever is later]) (based on days worked or guaranteed), such period to be measured, as designated by the Company, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Company may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days (no more than forty (40) hours or five (5) days, effective

[insert date that is January 1, 2025 or the first Sunday following the business day on which the Company receives notice of ratification, whichever is later]) during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Company's obligations to provide paid sick leave under this article.

C.

For weekly employees (including "on call" employees), a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate under the studio minimum wage scales (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including "on call" employees) may be hired on a pro rata basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising his right to paid sick leave.

D.

Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee or the employee's "family member<sup>2</sup>". Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

E.

Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Company within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

F.

The Company shall include in the employee's start paperwork the contact information for the designated Company representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (i.e., calendar year or the employee's anniversary date) that the Company selected to measure the thirty (30) day and ninety (90) day (forty-five (45) day, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the Company receives notice of ratification, whichever is later]) eligibility periods and the cap on accrual set forth in subparagraph (b) above or, alternatively, if the Company elected to provide employees with a sick leave bank, the year period (i.e., calendar year or the employee's anniversary date) that the Company selected for the bank of three (3) sick days (five (5) sick days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the Company receives notice of ratification, whichever is later]) as provided in

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<sup>2</sup> "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

subparagraph (a) above. The Company also shall notify the Union of the name and contact information of the designated Company representative.

G.

If the Company, as of June 30, 2015, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time with respect to eligible employees working in California or that, as of February 1, 2022, has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees, may continue such policy in lieu of the foregoing. Nothing shall prevent the Company from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

H.

Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.

#### 10. Bereavement Leave

In the event of the death of a ‘family member’\* of a regularly scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. A day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate.

An employee who is absent from work due to bereavement leave will be reinstated to the employee's original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, the Company is not required to reinstate an employee until work on the current episode has been completed. The Company and the Union will discuss on a case-by-case basis, upon the request of the Company, issues related to the individual's reinstatement.

\*Family member means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

#### 11. Provisions Incorporated by Reference

Only the following provisions from the 2021 AMPTP/839 Agreement shall be incorporated herein by reference and shall apply to employment under this Agreement: Articles 3, 4A, 4B, 4C, 4E, 4F, 4H, 4I, 5, 6(A, C-G), 6(B) as modified below, 8 (except 8(H)(5) as modified below), 9, 11, 12, 14, 16, 17, 19, 20, 21A, 21C, 21D.1, 21D.2, 21D.7, 21F, 21G, 21H, 21I, 21J, 21K, 21N,

26A, 26B, 26C, 26D as modified below, 27, 28, Sideletter L, and Sideletter M as modified below.

**Amend Article 6(B) of the above referenced 2021 AMPTP/TAG Agreement as follows:**

For holidays not worked, 4% of the employee's annual straight time earnings shall be payable at the completion of the current season. The total amount of salary paid in the period of a calendar year hereunder for recognized holidays not worked shall be offset against an amount equal to 4% of such employee's accumulated earnings within the same period. The employee shall be paid the amount by which such 4% computation exceeds the amount of holiday pay such employee has received for such period.

**Amend Article 8(H)(5) as follows:**

The Company agrees to pay out vacation for the production staff in the same manner as the animation artistic staff.

**In reference to Article 21D, add a new subsection 21D.3:**

It is also agreed that, when unresolved or continuing disputes exist regarding Safety and Health compliance, non-compliance, or any issue arising from 21D.1 and 21D.2, said disputes shall be referred to the Labor-Management Cooperative Committee as set forth in Article 28 of the above-referenced 2021 AMPTP/TAG Agreement.

**Amend Article 26D as follows:**

With respect to pension and health, during such time as an employee is engaged by a borrowing Company through the employee's loan-out company, the borrowing Company shall make pension and health directly to the Motion Picture Industry Health Plan and the Motion Picture Industry Pension Plan on behalf of the employee so employed based upon hours worked or guaranteed, whichever is greater. Contributions may not be made by loan-out companies.

"Loan-out company" for purposes of this Article is defined as a company controlled by the loaned-out employee, who is the only employee of the loan-out company who performs work covered by this Agreement.

**Amend Sideletter M of the above-referenced 2021 AMPTP TAG/Agreement as follows:**

The Company agrees to discuss the conditions for the performance of covered work on distant location.

**ADD NEW: Sideletter Q: “Employees Working in Information Technology (“IT”)”**

During the course of negotiations for a collective bargaining agreement between the Company and Local #839 (“Agreement”), the parties discussed the variability of assignments, duties, and functions of employees working in Information Technology (“IT”) both inside the bargaining unit and outside the bargaining unit as well as the Company’s practices of having bargaining unit IT employees perform work outside the scope of the collective bargaining agreement and the Company’s practices of having IT employees outside the bargaining unit perform work on or related to Family Guy as part of their general IT assignments.

The Company, in its sole discretion, may continue to assign any work, duties, or functions related to Family Guy to employees outside the bargaining unit that, by custom and practice, have previously been performed by such employees. Additionally, in its sole discretion, the Company may, consistent with its custom and practice, continue to assign any work, duties, or functions outside of the operations covered by and outside the scope of the Agreement to employees in the bargaining unit.

The Company and the Union agree that any such assignments or the performance of such duties, shall not, under any circumstances, confer jurisdiction, nor constitute an expansion of jurisdiction pursuant to any provision of the Agreement with respect to any such assignment or duties, nor shall the performance of such assignments by employees hereunder entitle any such employees to continue to be assigned, nor shall the Union claim that such assignments must continue or be exclusive to the Union. For purposes of clarity, during the course of employment, non-union IT employees may perform assignments, duties, or functions covered by this agreement and union IT employees may perform assignments, duties, or functions outside the scope of this agreement. It is understood that no bargaining unit employees shall be displaced or have a material reduction in hours as a result of this Sideletter.

**ADD NEW: Sideletter R: “Mileage”**

Effective the first Sunday following the business day on which the Company receives notice of ratification, when the Company requires an employee to use their personal vehicle during the workday to conduct business for the Company, the Company shall reimburse such employee for mileage at the then-current IRS mileage reimbursement rate. In no event shall the employee be reimbursed for mileage between their home and office. Alternatively, the Employer may make other arrangements with the employee for payment as allowed under the applicable law (e.g., car allowance). It is understood that if transportation is offered by the Employer, no mileage reimbursement of any kind is required.

**THE ANIMATION GUILD, LOCAL #839**

By: \_\_\_\_\_  
Steve Kaplan  
Business Representative

Date: \_\_\_\_\_

**FOX TELEVISION ANIMATION, INC.**

By: \_\_\_\_\_  
Lara Unger  
Vice President and Counsel, Labor Relations

Date: \_\_\_\_\_