

February 27, 2021

**ADDENDUM TO AGREEMENT OF DECEMBER 2, 2018 BETWEEN
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
COVERING PARKING COORDINATORS**

This Addendum Agreement is entered into as of February 28, 2021 between the Communications Workers of America, AFL-CIO (“the Union” or “CWA”), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers listed on page 1 of the “2018 Parking Production Assistants Agreement” (defined below) and 40 North Productions, LLC; Apple Studios LLC; Legendary Features Productions US, LLC; Metro-Goldwyn-Mayer Pictures Inc.; and MGM Television Entertainment Inc. (each hereinafter respectively referred to as the “Employer” and collectively referred to as the “Employers”), on the other hand. This Agreement amends the Agreement of December 2, 2018 between the Alliance of Motion Picture and Television Producers and Communications Workers of America, AFL-CIO (Parking Production Assistants) (“2018 Parking Production Assistants Agreement”), but the terms and conditions of the 2018 Parking Production Assistants Agreement shall not apply to employees employed under this Addendum Agreement, except as expressly set forth herein.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Term

This Addendum Agreement shall commence on February 28, 2021 and shall terminate on December 1, 2021. The provisions hereof shall be effective on that date, except when a different date is specified herein.

2. Recognition

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for Parking Coordinators.

3. Jurisdiction and Scope of Agreement

- a. The Employer recognizes the Union’s jurisdiction with respect to individuals employed as Parking Coordinators in New York City, New York.
- b. This Addendum Agreement is limited in application to those individuals employed by the Employer as Parking Coordinators. Nevertheless, the Employer may elect to apply the terms and conditions of this Agreement to individuals working as Parking Coordinators outside New York City, New York.

4. Compensation

- a. The rate of compensation for work shall be individually negotiated between the Parking Coordinator and the Employer. Employer agrees that it will not reduce the rate of pay of any Parking Coordinator employed as of the effective date of this Addendum Agreement on a theatrical motion picture or one-time program through the end of production. Employer likewise agrees that it will not reduce the rate of pay of any Parking Coordinator employed as of the effective date of this Addendum Agreement on a series through the end of the current season,
- b. If the work assignment will require the Parking Coordinator to work for a single Employer for more than forty (40) hours in a week, then a one-half time premium shall be included in the compensation individually negotiated between the Parking Coordinator and the Employer.
- c. The workweek shall be a seven (7) consecutive day period, starting on the Parking Coordinator's first day of work.

5. Pension and Health

- a. Subject to acceptance and approval of this Agreement by the Motion Picture Industry Pension and Health Plans ("MPIPHP" or "the Plans"), Employers shall make contributions to the Health Plan and the Pension Plan for each hour worked by or guaranteed a Parking Coordinator employed on any feature or one-time program which commences principal photography on or after March 28, 2021 and on any season of a series for which the first episode of that season commences principal photography on or after March 28, 2021.
- b. Sections 1, 2, 3 and 4 of Article 6 ("Health and Welfare and Pension Funds") of the 2018 Parking Production Assistants Agreement shall apply.

6. Holidays and Additional Hours Worked

- a. Sections 1 and 2 of Article 12 ("Holidays") of the 2018 Parking Production Assistants Agreement shall apply.
- b. Payment for an unworked holiday is subject to individual negotiation between the Parking Coordinator and the Employer. For a Parking Coordinator to be eligible for pay for an unworked holiday, the Parking Coordinator must work on the last scheduled workday immediately before and the first scheduled workday immediately after the holiday.

7. Waiver of New York City Earned Safe and Sick Time Act, New York State

Paid Sick Leave Laws and Other Similar Laws

The Union expressly waives, to the full extent permitted by law, application of the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*) and the New York State paid sick leave law of 2020 (including subparagraph 9 of Part J of Senate-Assembly Bill A9506- b/S7506-b) to all employees employed under this Agreement, as well as any other ordinance, statute or law requiring paid sick leave that is hereinafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly enacted law by letter agreement.

8. Application of 2018 Parking Production Assistants Agreement

The following Articles of the 2018 Parking Production Assistants Agreement shall apply to Parking Coordinators: (a) Article 4 (“Union Security”); (b) Article 8 (“Payroll Week and Payment of Wages”); (c) Article 18 (“No Strike—No Lockout”); (d) Article 19 (“Grievance and Arbitration”); (e) Article 20 (“Payroll Deduction of Dues”); (f) Article 21 (“Information to be Provided to the Union”); (g) Article 22 (“Union Access to Sites”); (h) Article 23 (“Management Rights”); (i) Article 25 (“Conflict of Laws”); and (j) Article 26 (“Better Conditions”).

9. COVID-19 Testing and Sick Leave

The following provisions of this Paragraph 9 shall be in effect for the duration of the COVID-19 pandemic during the remainder of the term of this Agreement.

a. *Testing:*

- i. *Pre-Employment:* Employer may require pre-employment testing for COVID-19. It is understood that offers of employment are contingent on the prospective employee undergoing pre-employment test(s) required by the Employer which yield(s) a negative result.
- ii. *Periodic:* During employment, employees may be tested for COVID-19 on a periodic basis.

b. *Health Assessment Survey:*

- i. Employees may be required to complete a health assessment survey prior to the start of work each day.
- ii. The Employer may require the employee to submit the health assessment survey electronically (including by means of an application on their personal cell phone) or in person.

c. *Temperature Checks:*

- i. Employees may be subject to temperature checks.

- ii. Employees who do not pass the temperature check will not be permitted on the premises and will be directed to contact their healthcare provider. No payment is due for time that an employee spends undergoing a temperature check at the entrance to the work site. Employees who are denied entry to the premises due to a failed temperature check will be paid pursuant to the temporary COVID-19 paid sick leave policy in this Agreement.

d. ***Compensation for Time Spent Screening:***

- i. An employee who travels outside his/her home to undergo an Employer-required COVID-19 test on a day in which the employee does not work for Employer shall receive a stipend (no fringe) of one hundred dollars (\$100.00). Such stipend may also cover payment for time spent completing COVID-19 training of up to one (1) hour, which need not occur on the same day as the test, and time spent completing start paperwork, if an Employer elects to require the employee to complete start paperwork on a day when the employee does not work.

An employee who undergoes a test at home on a day in which the employee does not work for the Employer shall receive a stipend of twenty dollars (\$20.00).

Once the employee's engagement has commenced, if the Employer instructs the employee not to report to work based on the results of a temperature check and/or Health Assessment Survey, the employee will receive paid sick leave for that day pursuant to the temporary COVID-19 paid sick leave policy in this Agreement.

- ii. Any time that an employee spends undergoing health screening procedures after reporting to work (but not before) shall be considered work time.

- e. ***Temporary COVID-19 Paid Sick Leave:*** An employee shall receive temporary COVID-19 paid sick leave for each day that the employee is absent from work due to an Eligible COVID-19 Event for which the employee is not otherwise paid by the Employer until the earlier of the following:

The employee returns to work or declines to return to work; or

The end of the employee's guaranteed employment period, provided that, for purposes of determining temporary COVID-19 paid sick leave, this period shall include the number of days that it was reasonably anticipated that the employee would work.

However, in no event shall an employee receive more than a total of ten (10) days of temporary COVID-19 paid sick leave per Employer, which may cover one or more Eligible COVID-19 Events.

There shall be no accrual period. Temporary COVID-19 paid sick leave shall be immediately available to employees upon commencing work.

Temporary COVID-19 paid sick leave may be used for any of the following “Eligible COVID-19 Events,” or any combination of Eligible COVID-19 Events:

- i. The employee has tested positive for COVID-19 or exhibited symptoms of COVID-19.
- ii. The Employer has requested that the employee isolate or self-quarantine because another person with whom he or she has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
- iii. A member of the employee’s household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
- iv. A public official or health care provider has requested that the employee isolate or self-quarantine due to COVID-19.
- v. The Employee must provide care for a child or senior, whose child care or senior care provider ceases operations due to COVID-19.
- vi. The Employee needs to care for a child, parent or spouse who is subject to a federal, state or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine related to COVID-19.

For each day of temporary COVID-19 paid sick leave used by an employee, the employee shall receive payment of eight (8) hours at the employee’s individually negotiated hourly rate if employed on an hourly basis, or one-fifth (1/5th) of the employee’s individually negotiated weekly guarantee if employed on a weekly basis. An employee who is paid his or her full guarantee for a period that includes absence due to an Eligible COVID-19 Event shall not receive temporary COVID-19 paid sick leave in addition to his or her guarantee. An employee is not entitled to unworked holiday pay during an absence due to an Eligible COVID-19 Event.

Employer may require the employee to submit verification (*e.g.*, a doctor’s note) of the Eligible COVID-19 Event in order to receive more than three (3) days of temporary COVID-19 paid sick leave for such Eligible COVID-19 Event.

Employees are not entitled to payment for any unused temporary COVID-19 sick leave.


Paid sick days under this temporary COVID-19 sick leave provision shall not be considered workdays for any purpose.

An employee who is absent from work due to an Eligible COVID-19 Event will be reinstated to his/her original position on the production, provided that: (a) the position continues to exist; and (b) if the absence was due to the employee's own COVID-19 status (*i.e.*, a positive test or symptoms) or the COVID-19 status of someone in the employee's household or with whom the employee had come into close contact, the employee satisfies the Employer's eligibility requirements for return to work; however, for continuity purposes, an Employer is not required to reinstate an employee on an episodic series or serial until work on the current episode has been completed. If the employee's absence exceeds fourteen (14) consecutive calendar days, the parties will discuss on a case-by-case basis, upon the request of the Employer, issues related to the individual's reinstatement.

- f. The Union shall waive COVID-19-related sick leave laws to the extent that such laws permit waiver in a collective bargaining agreement. The AMPTP and the Union shall execute a letter agreement to provide:

“The Union expressly waives the application of all COVID-19-related paid sick leave laws for which waiver is permissible under a collective bargaining agreement and any other ordinance, statute or law requiring COVID-19-related paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”


FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE EMPLOYERS LISTED IN THE PREAMBLE TO THE 2018 PARKING PRODUCTION ASSISTANTS AGREEMENT AND 40 NORTH PRODUCTIONS, LLC; APPLE STUDIOS LLC; LEGENDARY FEATURES PRODUCTIONS US, LLC; METRO-GOLDWYN-MAYER PICTURES INC.; AND MGM TELEVISION ENTERTAINMENT INC.



Carol A. Lombardini, President

Date: March 4, 2021

FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO



John Dempsey

Date: 3/3/2021