

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
President

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February 12, 2021

John Dempsey
Staff Representative – District 1
Communications Workers of America, AFL-CIO
80 Pine Street, 37th Floor
New York, New York 10005

Re: Letter of Agreement Amending Agreement of December 2, 2018 Between CWA and AMPTP Covering Parking Production Assistants re COVID-19 Testing and Sick Leave

Dear John:

This Letter of Agreement shall be effective as of the date it is fully executed and 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”) as follows:

1. The following provision shall be in effect from the effective date of this Letter of Agreement through the duration of the COVID-19 pandemic during the remainder of the term of the 2018 Parking Production Assistants Agreement.

“Section 1. *Testing:*

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

“Section 2. *Health Assessment Survey:*

- “(a) Employees may be required to complete a health assessment survey prior to the start of work each day.
- “(b) 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.

“Section 3. *Temperature Checks:*

- “(a) Employees may be subject to temperature checks.
- “(b) 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.

“Section 4. *Compensation for Time Spent Screening:*

- “(a) An employee who travels outside his/her home to undergo a COVID-19 test on a day in which the employee does not work for Employer shall receive a stipend (no fringe) of one hundred thirty-seven dollars and fifty-two cents (\$137.52). An Employer shall have the option to continue its practice of paying a different amount for such testing to employees employed on any motion picture in production on the effective date of this Letter of Agreement, provided that the Employer shall pay a stipend of no less than one hundred dollars (\$100.00) and, provided, further, that such practice may continue only until the end of production on the motion picture. For purposes of any series, “the end of production” shall be considered to be the end of production of the current season.

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).

“(b) Once the employee’s engagement has commenced, if the Employer instructs the employee not to report to work based on the results of the 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.

“In no event shall time spent undergoing health screening procedures prior to reporting to work affect the employee’s start time, meal times, rest periods or overtime.

“(c) Any time that an employee spends undergoing health screening procedures after reporting to work shall be considered work time.

“**Section 5. *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 equal to payment for a minimum call (*i.e.*, eight (8) hours) based on the employee's contracted rate, which shall be subject to pension and health contributions. An employee who is paid his or her full regular compensation or guarantee for a period that includes absence due to an Eligible COVID-19 Event shall not receive COVID-19 paid sick leave in addition to his or her salary or 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.

“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.””

2. The parties agree to modify Article 24 (“Waiver of New York City Earned Safe and Sick Time Act”) of the 2018 Parking Production Assistants Agreement to provide:

**“Article 24 – Waiver of New York City Earned Safe and Sick Time Act,
New York State Paid Sick Leave Law 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 (Part J of Senate-

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Assembly Bill A9506-b/S7506-b, including subparagraph 9 of Part J 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.”

Please indicate your concurrence with the foregoing by executing this Letter of Agreement in the space below reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO



John Dempsey

Date: 2/18/2021