



**COVID-19 Corporate-Educational & Non-Broadcast Contract**  
**Production Safety and Testing Protocol Agreement**

**This COVID-19 Corporate-Educational & Non-Broadcast Contract Production Safety and Testing Protocol Agreement (“Agreement”) is entered into as of January 7, 2022, between SAG-AFTRA (“Union”) and Corporate/Educational & Non-Broadcast signatory companies (“Producer”).**

- 1. Term:** The parties acknowledge that this Agreement is a temporary agreement, intended to last only during the duration of the COVID-19 pandemic. The “Term” of this Agreement shall commence on January 7, 2022 and extend to and include October 31, 2022, and shall continue in effect thereafter until December 31, 2022, unless terminated by either party by 30 days’ notice, in writing, to the other. The provisions of this Agreement have been negotiated based on the present conditions, which include currently available scientific/medical information, current levels of infection, public health authorities’ current guidelines and recommendations and current vaccine availability for COVID-19. The parties acknowledge that the conditions surrounding COVID-19 are subject to continuous change, and so they agree to meet each month during the Term to discuss, along with experts engaged by any party hereto, modifications to this Agreement in light of the conditions and information that is available at such time. The parties may mutually agree to terminate this Agreement prior to October 31, 2022. The Agreement and Appendices contain the entire agreement and understanding among the parties with respect to the temporary modifications made because of the COVID-19 pandemic. The Mandatory Vaccination Policy Protocols are incorporated herein as Appendix A, and the COVID-19 Protocols for SAG-AFTRA Corporate/Educational & Non-Broadcast Contract In-Person Auditions are incorporated herein as Appendix B, and neither may be changed except by written agreement among the parties
  
- 2. Scope:** Applies to all Individuals present on a project covered under the 2019 SAG-AFTRA Corporate/Educational & Non-Broadcast Contract. The term “Individual” refers to Performers and anyone on set while Performers are not wearing PPE. The term “Producer” shall have the same meaning as it does in the 2019 SAG-AFTRA Corporate/Educational & Non-Broadcast Contract. To the extent that there are conflicts between this Agreement and the CBA, this Agreement shall control.

This Agreement, upon execution by the Union and by the Producer, (herein collectively, the “Parties”), will be binding upon Producer.

**3. Testing:**

**Pre-employment:**

As a condition of employment, the Producer shall test Individuals (excluding Individuals

who are working exclusively remotely) for COVID-19 within two (2) days<sup>1</sup> prior to the start of their employment using either: (1) one lab-based PCR diagnostic test (*i.e.*, not rapid); or (2) two PCR rapid tests conducted using samples collected at the same time<sup>2</sup>; or (3) if an Individual cannot receive the results within the 2 day window, the lab-based PCR test shall be administered as close to the commencement of work as possible, with a rapid test also administered within 2 days prior to employment.

Because of the short term nature of employment under this Contract, a Producer may rely upon an acceptable test result (*i.e.*, one lab PCR or two simultaneous rapid PCR tests) performed by a prior Producer to fulfill the pre-employment testing requirement provided that such test(s) has been performed within 2 days of the start of employment for the Individual.

Results must be obtained prior to the start of employment.

Once a conditional job offer is made by Producer and a negative test result is provided to Producer, the Performer is considered employed as of the first scheduled day. If a Performer does not comply with the testing requirements, the Performer shall be cancelled without any payment.

**During term of employment:**

Individuals, shall be tested for COVID-19 and have a negative test within two (2) days prior to commencement of work , and a subsequent test each 2-day period, which may be a rapid PCR test provided that at least one test each week of work must be a lab-based PCR diagnostic test. For one or two day shoots where the last shoot day falls on the 2<sup>nd</sup> day from the pre-employment test, a second test is not required. For example, when a pre-employment test is conducted on a Monday, and shooting takes place on Wednesday and Thursday only, since Thursday is the third day following the pre-employment test, no second test is required. If, on the other hand, shooting takes place on Wednesday, Thursday and Friday, a second test is required prior to the start of work on Thursday.

**Overnight Location:** All Individuals traveling to an overnight location for work must be tested within 3 days prior to travel, with the results obtained prior to departure. Upon arrival, Individuals may continue to work for up to 2 days after arrival without an additional post-travel test being administered. Individuals that are scheduled to work, or actually work, beyond 2 days of arrival must receive a post-travel test no sooner than 2 days after arrival but then promptly thereafter. Thereafter, Individuals will be periodically tested as otherwise required by this Agreement.

**Positive COVID-19 Test Result Protocols:** If an Individual tests positive, Producer and Individual agree to follow the procedures outlined in paragraph 12 – Contact Tracing.

Producer may establish a policy that is consistent with CDC guidelines if it chooses to hire

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<sup>1</sup> The parties agree that a test is timely if a prospective or current employee who is scheduled to work on a Monday is tested at any time on the immediately preceding Friday.

<sup>2</sup> As used throughout this Agreement, “rapid test” means a rapid PCR test.

an Individual who is subject to the following:

Due to evidence that people can falsely test positive, although fully recovered from COVID-19, the following shall apply: those who had symptomatic COVID-19, recover fully, and who remain asymptomatic, need not be tested within 3 months after the date of symptom onset for the initial infection.

People who develop new symptoms consistent with COVID-19 during the 3 months after the date of initial symptom onset will be tested unless an alternative option can be identified by a healthcare provider.

For those who never develop symptoms after a positive test, the date of the first positive RT-PCR test should be used in place of the date of symptom onset.

**Type of Tests:** When testing Individuals, Producer shall use diagnostic tests that test for the virus that causes COVID-19. Upon effective date of this Agreement, the Parties have agreed not to use antigen or antibody tests; however, they agree to continue to evaluate antigen and antibody tests with the guidance of experts, including information on the accuracy of available tests in the market and/or other scientific/medical information, to determine whether credible use of antigen or antibody (or any yet unknown) tests may be appropriate for certain or all situations. Testing may be done on- or off-site. Test results shall be provided to the Individual. Prior to being tested, Individuals may be required to sign consent forms for the test and disclosure of all test results. Producer must comply with all applicable laws in regard to the issuance of consent forms and the disclosure of test results. Consent forms shall not include waivers of the Producer's liability. The Union agrees to make best efforts to assist the Producer in obtaining such consent forms and proof of previous tests from the Individuals they represent, if necessary.

**Limited Testing Availability:** In the event that availability of COVID-19 diagnostic testing is limited, and Producer is unable to comply with the terms of Paragraph 3 above, Producer may request an adjustment to the testing requirements. SAG-AFTRA shall reply as soon as possible but in no event longer than 2 business days of such request. Additionally, in the event of unforeseen delays in processing test results, Producer may request an adjustment to the testing requirements. SAG-AFTRA shall reply as soon as possible but in no event longer than 24 hours of such request. Consent by the Union to either of these Producer's requests shall not be unreasonably withheld or delayed. If Producer does not receive a reply within the prescribed timeframe of the request, and provided that Producer has contacted the Union's ' designees by both telephone and e-mail, then Producer may go forward with the adjustment they requested.

Producer may implement more stringent testing protocols than those detailed in this agreement.

For the avoidance of doubt, the testing protocols set forth in this Section 3 shall be applicable to all Individuals on set.

**4. Health Assessment Survey:** Individuals shall complete a health assessment survey prior to

the start of each work-day.

- 5. Temperature Checks:** All Individuals may be subject to temperature checks at least once per day. Individuals who do not pass temperature check must be given the opportunity to recheck temperature after resting for fifteen (15) minutes. Individuals 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 Individual spends undergoing a temperature check at the entrance to the work site.
- 6. Compensation for Testing and Screening:** An Individual who travels outside his/her home to undergo a test on a day in which the Individual does not work for Producer shall receive payment for a one hour fitting<sup>3</sup>. However, no payment is due if the Individual is otherwise paid for the day (*e.g.*, payment of a travel allowance or payment for a travel day).

Any time that an Individual spends undergoing health screening procedures after reporting to work shall be considered work time.

Producer shall be responsible for the cost of all tests and screenings.

**Payment for Government or Producer-Required Isolation or Self Quarantine Upon Arrival After Travel to Work:**

Applicable for:

Mandatory isolation after travel to an overnight location and prior to the commencement of work on a production; or

When an Individual who has already started work travels to a production location which requires travelers to self-quarantine.

Does not alter terms for any agreement entered into prior to the effective date of this Agreement.

Individuals shall be compensated at not less than the scale session rate for each day of quarantine, as well as per diem.

If an Individual performs work at the direction of the Producer while in isolation, they shall be paid subject to scale requirements of the Corporate/Educational & Non-Broadcast Contract. .

- 7. Personal Protective Equipment (“PPE”):** Producer shall provide all Individuals with face coverings to be worn at all times on the job site, except when eating, drinking, or when their

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<sup>3</sup>Extras shall only receive a one-hour fitting fee despite language in the Corporate/Educational & Non-Broadcast Contract that the extra fitting rate is two hours.

job duties prevent them from doing so.<sup>4</sup> Individuals who are working in close contact with another individual (where “close contact” is defined as being within six feet of another individual for fifteen minutes or more, provided that if the local governmental authority has issued more stringent time/distance guidelines defining “close contact,” such definition shall apply instead) shall be provided with a face shield in addition to a face covering, and may also be provided with goggles. Hair and make-up personnel shall wear a face covering in addition to a mask while present when a performer is not wearing PPE. The face coverings, face shields and/or goggles provided may be disposable or reusable. If such personal protective equipment is reusable, it may only be reused by the same individual, unless sanitized between users. Individuals who wish to bring and utilize their own face coverings, face shields and/or goggles may do so, provided that the COVID-19 Compliance Supervisor or his/her designee approves in advance. Individuals that willfully refuse to comply with PPE policies may be terminated, provided that Producer has given such Individual adequate prior notice that they are not in compliance, and provided the opportunity to correct.

8. **Implementation of Work Groups to Limit Contact and Movement (Pods):** On each production, Producer shall adopt a system which implements social distancing, sanitization of high touch areas, and divides Individuals into groups (e.g. “pods”) and includes protocols for where Individuals may go during their workday. The system may also be used to separate Individuals in the same “Zone,” as described above, into distinct work groups in order to further limit contact and interaction among them and to maintain a safe and healthful working environment. While the exact details of the system may vary from production to production, the overall system should be consistent with this goal.
9. **COVID-19 Compliance Manager:** Productions will have a designated person with specialized training, responsibility and authority for COVID-19 safety compliance and enforcement, and such person shall be physically present on the production to monitor and enforce COVID-19 safety protocols beginning from crew call and continuing until wrap. The COVID-19 Compliance Manager designated on the production shall be identified on the call sheet. The COVID-19 Compliance Manager may pause production or other work activities if he/she identifies a COVID-19 health and safety concern (e.g., issues of non-compliance with the health and safety protocols and procedures), to advise the appropriate party and resolve the concern. The COVID-19 Compliance Manager shall also have the ability to effectively recommend termination for violations of COVID-19 health and safety protocols.

The Parties agree that in certain productions, or when activity on the production is limited (e.g., tabletop shoot), the COVID-19 Compliance and Enforcement may be adequately monitored and enforced without a constant physical presence. In those circumstances, the extent of that presence shall be reserved to the good faith judgment of the COVID-19 Compliance Manager. Notice shall be provided to the Union in advance where the Compliance Manager has determined that physical presence will not be required at all times, or where minimal presence will be required.

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<sup>4</sup>Bandanas and gaiters are not appropriate face coverings.

Producer shall ensure that the COVID-19 Compliance Manager has access to medical professionals and other subject matter experts who can address any questions that may arise regarding health and safety.

No Individual shall be discharged for refusing to work on a job that exposes the individual to a clear and present danger to life or limb relating to COVID-19, or for making a good faith report relating to the safety of another Individual exposed to a clear and present danger to life or limb relating to COVID-19. The sole existence of COVID-19 without additional risk factors does not in and of itself establish clear and present danger. The foregoing shall not operate to expand or reduce the scope of the No Strike clause in any CBA.

- 10. Meals:** For mealtimes, provide adequate tables and seating (outdoors when possible) to allow for social distance.
- 11. Contact Tracing:** If anyone on set tests positive for COVID-19, Producer shall follow the CDC, State and local guidelines in effect at the time, with respect to the treatment of the Individuals (*e.g.*, testing, quarantine or self-isolation) who have been exposed to the person who tested positive. The Individual agrees to notify Producer promptly if he/she tests positive for COVID-19 within 14 days from the last day of employment. Producer shall notify anyone who has come in close contact (as defined by the CDC or local government authority, whichever is stricter) with an Individual who tests positive for COVID-19.
- 12. Dispute Resolution/Grievance and Arbitration:** Any dispute arising out of the provisions of this Agreement shall be referred to the grievance and arbitration procedures in the Corporate/Educational & Non-Broadcast Contract.
- 13. Enabling Clause:** On a case-by-case basis the Union or the Producer may request certain modifications to the terms and provisions contained in this Agreement to be applicable only to a specific production(s). The party proposing the modification shall provide all appropriate and necessary information and documentation for the other party to evaluate the proposed modification. The Union or the Producer, as applicable, shall give good faith consideration to said modifications and make reasonable efforts to respond to the other party within three (3) business days of receipt of the supporting information and documentation. Any such modifications to this Agreement shall be memorialized in a letter or email confirmed by all affected parties and shall only apply to the specific production.
- 14. Conflict of Law:** In the event any of the terms or conditions of our agreement are unenforceable by reason of law or governmental decision those terms will be severed from the agreement but not affect or impair any other terms.

Wherefore, the Union and the Producer have executed this Agreement by their authorized officers and representatives as of the date first above written.

For \_\_\_\_\_  
COMPANY NAME

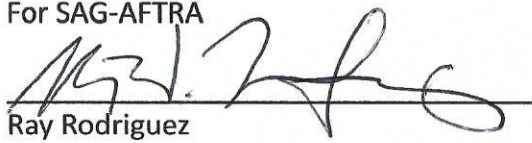
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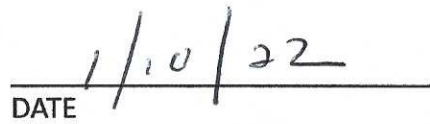
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For SAG-AFTRA

  
Ray Rodriguez

Chief Contracts Officer

  
DATE

## Appendix A

### **Mandatory Vaccination Policy Protocols for Projects under the Corporate/Educational & Non-Broadcast Contract**

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the COVID Safety Protocol Agreement and/or the SAG-AFTRA Corporate/Educational & Non-Broadcast Agreement.

#### **Section I. Procedure for Establishing a Mandatory Vaccination Policy:**

A Producer may establish a mandatory vaccination policy for corporate/educational & non-broadcast productions, subject to the requirements set forth below:

1. Producer must announce such policies as soon as possible, preferably in initial breakdowns or earliest casting discussions;
2. Producer must apply such policies equally to all Performers in the relevant zone(s) or work location(s);
3. Producer must abide by the vaccination inquiry procedures set forth in Section II below with respect to its applicable vaccination policy;
4. Producer must have procedures in place to engage in the legally-required interactive process with those requesting medical exemption or religious accommodations, and must include the procedure for initiating a request in all notices of the vaccination policy;
5. To verify vaccination status, Producer shall require individuals to provide one of the following types of proof of vaccination: i) a digital vaccination card maintained by a government, vaccination provider or verification service that checks against government records; ii) production or upload of a physical vaccination card or copy of a physical vaccination card; and iii) Producer must maintain any documentation of vaccination status securely and available only to those required to have the information in compliance with all federal and state data privacy laws, rules and regulations including, without limitation, HIPAA; and
6. An email notice to the Union that the Producer is implementing a mandatory vaccination policy is required as soon as practicable. Notices should be sent to: [commercialsreporting@sagaftra.org](mailto:commercialsreporting@sagaftra.org)

#### **Section II. Procedures for Vaccination Status Inquiries:**

##### **A. Mandatory Vaccination Policy in Place:**

A Producer that has implemented a mandatory vaccination policy **may only require a prospective employee to respond “yes” or “no”** as to whether any of the following is true:



**The prospective employee is Fully Vaccinated<sup>5</sup> <sup>6</sup>OR has a sincerely-held religious belief or disability that would prevent them from becoming Fully Vaccinated.**

The offer of employment will be conditioned on verification of (i) Fully Vaccinated status (as set forth in Section I.E above) or (ii) disability or sincerely-held religious belief and a determination, after engaging in the legally-required interactive process, that the medical exemption or sincerely-held religious belief can be accommodated without undue hardship. However, an employee may be unable to be hired without a vaccination in those situations.

Transitional Period: Any Performer subject to this Addendum who receives the first vaccine shot (or only vaccine shot if using the Johnson & Johnson vaccine) before January 17, 2022, and completes the course of vaccination within 6 weeks thereafter (including fulfilling the two-week waiting period after the second shot of Pfizer or Moderna COVID-19 vaccine) shall be authorized to work under a mandatory vaccination policy even if Performer is not yet Fully Vaccinated.

- B. Mandatory Vaccination Policy in Place after Hire: On a production that implements a mandatory vaccination policy after Performers are hired, Performers that are not Fully Vaccinated or who, through the legally required interactive process, cannot be accommodated may be cancelled but must be compensated for all days booked and/or held.
  
- C. No Mandatory Vaccination Policy in Place: On a production that has not implemented a mandatory vaccination policy, Producer may not inquire about vaccination status until after an offer of employment is made, but may thereafter require Performer to verify vaccination status prior to commencement of employment, including at the time of a pre-engagement COVID test, provided that the offer is not contingent upon Fully Vaccinated status.
  
- D. Mandatory Vaccination at Audition Location: If a Performer scheduled by Producer (or by Producer's casting director) to audition must be Fully Vaccinated to attend an in-person audition due to a facility or governmental requirement, Producer shall provide Performer with an opportunity to audition virtually. Performers shall not be asked or required to disclose their reason for requesting a virtual audition opportunity.

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<sup>5</sup> Fully Vaccinated" currently means that at least 14 days have passed since the individual received a Johnson & Johnson COVID-19 vaccine shot or a second shot of Pfizer or Moderna COVID-19 vaccine. New vaccines can be used in the future if they are approved by the FDA.

<sup>6</sup> Performers that are too young to receive a vaccine (currently, under 12 years old) shall not be subject to a mandatory vaccination policy at the present time, but must adhere to the COVID Safety Protocol Agreement during production and all casting sessions.

## **APPENDIX B**

### **COVID-19 Protocols for the Resumption of SAG-AFTRA In-Person Auditions**

The health and safety of SAG-AFTRA members and signatory personnel is our highest priority. The following are recommended procedures for SAG-AFTRA Corporate/Educational & Non-Broadcast Contract in-person auditions. These procedures do not create any new legal or contractual obligations. These procedures are the result of consultation with medical, public health and industry professionals. As our understanding of COVID-19 evolves, these protocols may be updated from time-to-time.

The protocols address six main approaches for protecting individuals while minimizing the potential for exposure to COVID-19: (1) Sanitation; (2) Social Distancing; (3) Personal Protection; (4) Health Check; (5) Minors and (6) Mandatory Vaccination at Audition Location.

#### **1. Sanitation**

- a. Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating and after blowing your nose, coughing or sneezing.
- b. Sanitation stations and hand sanitizer should be visible and readily available in all areas inclusive of sets and stages.
- c. Cover your cough or sneeze with a tissue, then throw the tissue in the trash. If tissue is not available, cough/sneeze into the elbow and immediately wash hands or use hand sanitizer.

#### **2. Social Distancing**

- a. First calls may be conducted via FaceTime, Zoom or other applicable technology. Please note, any direction to performers one hat to provide in their remote audition should be limited to what the performer can perform safely and/or would be asked to do if at an in-person audition session.
- B. In-person auditions must have a holding area large enough to accommodate six feet of social distancing in all directions. The holding area should have adequate ventilation as appropriate to the weather.
- b. Physical space between those auditioning should be a minimum of six feet, except for legitimate pairs (e.g., household members, domestic partners, roommates, those living together for a minimum of 14 days prior to the shoot).
- c. Any additional personnel will be limited as necessary.
- e. Avoid physical contact (e.g., shaking hands, hugs, fist/elbow bumps), except for legitimate pairs (e.g., household members, domestic partners, roommates, those living together for a minimum of 14 days prior to the shoot)..
- f. Only the individual scheduled for an audition may be present. If a minor is auditioning, a parent/guardian is permitted.

### **3. Personal Protection**

- a. Personal Protective Equipment (“PPE”) consisting of a mask or face shield must be worn by all casting agency personnel and non-performers.
- b. PPE must be worn by performers when not on camera or performing, including during arrival.
- c. No one will be admitted to casting without the appropriate PPE. If necessary, additional PPE may be issued during the casting session.

### **4. Health Check**

- a. If you tested positive for COVID-10 (or previously tested positive within 14 days of the casting, do not report to such casting call.
- b. Stay home if you feel sick.
- c. If an onset of symptoms develops while at the audition, report it immediately to the casting agent(s).
- b. If instructed, wait in your vehicle or designated area for an assigned individual to check your temperature and ask if you are experiencing any symptoms.
- c. If the temperature screen is within acceptable limits and there are no symptoms, the performer must put on PPE to be admitted to the audition area.
- d. If the temperature screen is greater than acceptable limits, or symptoms are reported, the performer will be directed to return home for self-quarantine and further medical testing until medically cleared to return to work.
- e. Should you observe anyone experiencing symptoms of COVID-19, report it to the appropriate personnel immediately.

### **5. Minors**

In addition to the above safety measures, the following shall also apply to minor performers:

- a. Only one parent or guardian is permitted when reporting to the audition; the parent or guardian must follow the procedures listed above for both the parent/guardian and the minor performer.
- b. The minor must always be accompanied by a parent or guardian, no exceptions. The minor and the minor’s parent or guardian should only be permitted in the holding area, restrooms, audition area, and to/from the vehicle.
- c. Minors must be held in separate and/or individual holding areas wearing appropriate PPE at all times.
- d. Minors may only be allowed in the audition area when it is their time to audition, no exceptions.
- e. All scenes involving minors should be scheduled in a way that minimizes their total time at audition.
- f. No socializing with other minors at any point during the day, unless strict physical distancing is enforced.

### **6. Mandatory Vaccination at Audition Location**

If a Performer scheduled by Producer (or by Producer’s casting director) to audition must be Fully Vaccinated to attend an in-person audition due to a facility or governmental requirement, Producer shall provide

Performer with an opportunity to audition virtually. Performers shall not be asked or required to disclose their reason for requesting a virtual audition opportunity.

*These protocols are not a perfect fit for every scenario. Additional amendments to these protocols may be needed as COVID-19 conditions change. SAG-AFTRA is closely monitoring developments.*