

COVID-19 RETURN TO WORK AGREEMENT FOR INTERACTIVE MEDIA WITH SAG-AFTRA

This Agreement is entered into by and between the Screen Actors Guild-American Federation of Television and Radio Artists (“SAG- AFTRA”), on the one hand, and certain companies listed on Schedule A hereto that are signatory to the 2020-2022 SAG-AFTRA Interactive Media Agreement (the “IMA”) on the other hand. The companies referenced above are each hereinafter referred to as the “Employer” or collectively as the “Employers.” SAG-AFTRA is hereinafter referred to as the “Union.” Together, the Employers and Union are hereinafter referred to as “the parties.”

The parties agree that preventing the spread of COVID-19 and maintaining a safe and healthy working environment is of utmost importance. This shared goal can only be achieved through the participation, support and commitment of the Employers, Union and every performer (referring to both Principal Performers and Background Actors as defined in the IMA). The Employers will implement COVID-19 health and safety protocols and procedures carefully crafted to ensure a safe and healthy working environment. It is each individual's responsibility and duty to comply with those protocols and procedures, not only for the individual's own protection, but also for the protection of others in the workplace. All performers covered under this Agreement, as well as executives and producers and their employees who come into contact with such performers, must be prepared to engage in good safety practices, including practicing hand hygiene, self-monitoring for COVID-19 symptoms, maintaining social distancing and wearing appropriate PPE, while at the workplace if the COVID-19 health and safety protocols are to be effective. Individuals should also recognize that when it comes to COVID- 19, their actions outside the workplace have an impact on the health and safety of those they encounter at the workplace, and so it is important to exercise good judgment and maintain safety practices when not at the workplace. It is only through the dedicated partnership of all involved that production will safely resume.

1. Term and Scope:

- a. ***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 June 17, 2020 and extend to and include July 31, 2021, and shall continue month to month thereafter, and during such continuation either the Union or the Employers may request bargaining to amend the terms of this Agreement, which bargaining, if requested, shall commence at mutually agreeable times. Subject to and notwithstanding the foregoing, either party may terminate the Agreement upon thirty (30) days' written notice (to take effect on or after July 31, 2021), and the parties agree that there shall be no disruption of ongoing production under the IMA as a consequence of the termination or renegotiation of this Agreement. 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 the current lack of a widely available vaccine for COVID-19. The parties acknowledge that the conditions surrounding COVID-19 are subject to continuous change, and so they agree to meet every two (2) months after the effective date of this Agreement to discuss whether to make any 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 July 31, 2021 if warranted by the circumstances. It is expressly agreed that the terms of this Agreement are applicable only to circumstances arising on or after the effective date of this Agreement.

- b. **Scope:** The provisions of this Agreement apply to all performers employed under the IMA.

This Agreement contains the entire agreement and understanding among the parties with respect to the temporary modifications to the IMA that are necessary in light of COVID-19. Provided that the Employer complies with the pre-employment testing provisions of this Agreement, no further action on the part of the Employer with respect to COVID-19 is necessary before engaging and/or returning individuals to work under the IMA.

- c. **Enabling Clause:** On a case-by-case basis, one or more Employers or the Union 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(ies) to evaluate the proposed modification. The Union or the Employer(s), 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 signed by all affected parties and shall only apply to the specific production.

2. **Health Screening:**

The following applies to all employees of Employers working on an on-camera production set, at an in-person off-camera audio recording studio with SAG-AFTRA performers (except as specifically addressed in Section 18), and live-action Trailers and Promotional Programs covered under the IMA, other than those who work exclusively remotely:

- a. **Testing:**
 - i. **Pre-Employment:** Prospective performers shall be tested for COVID-19 prior to the start of employment in accordance with subparagraph (1), (2) or (3) below:

(1) The performer may be tested using a lab-based PCR diagnostic test (*i.e.*, not a rapid test) conducted within forty-eight (48) hours prior to the start of employment. The test result must be obtained prior to the start of employment. The parties agree that a pre-employment test is timely if a prospective employee who is scheduled to start work on a Monday is tested at any time on the immediately preceding Friday.

(2) If it is not viable for the prospective performer to take a lab-based PCR diagnostic test, the results of which are returned in forty-eight (48) hours, the prospective performer shall undergo a lab-based PCR diagnostic test as close in time to the start of employment as may reasonably be achieved, while still allowing for results to be obtained prior to the start of employment. In this case, the prospective performer shall also undergo a rapid test within forty-eight (48) hours prior to the start of employment. The results of both the lab-based PCR diagnostic test and rapid test must be obtained prior to the start of employment.

(3) Alternatively, the performer may be tested using two (2) rapid tests conducted within forty-eight (48) hours prior to the start of employment using samples collected at the same time. Both test results must be obtained prior to the start of employment.

Notwithstanding the foregoing, the Employer need not conduct a pre-employment test if the performer has been tested within forty-eight (48) hours prior to starting work for the Employer, and the test yielded a negative result.¹ If the test relied upon to satisfy this requirement was a lab-based PCR diagnostic test, it is acceptable for the test to have been administered within forty-eight (48) hours prior to the performer's start of work. If the test was conducted by someone other than the new prospective Employer, the performer must provide sufficient documentation to the new prospective Employer establishing the time and result of the test.

Employer may establish a policy requiring prospective performers to undergo additional pre-employment testing beyond the foregoing. If so, the Employer will notify the prospective performer of the policy prior to the first pre-employment test.

¹ In addition, a pre-employment test is not required for performers employed for an off-camera session outside a personal or home studio who are alone in a space (e.g., a recording booth) while recording, and who are not required to come within six (6) feet of any other individual at the location where work is to be performed for a cumulative total of fifteen (15) minutes or more. The parties agree to modify this exception to reflect any changes to the CDC definition of close contact.

It is understood that offers of employment are contingent on the prospective performer undergoing pre-employment test(s) required by the Employer which yield(s) a negative result.² A prospective performer who undergoes the requisite pre-employment test(s) shall be considered “employed” if the test(s) yield(s) a negative result. However, the performer may also be required to complete a Health Assessment Survey and/or to conduct a temperature check in accordance with instructions supplied by the Employer before they start their first day of work. If the Employer instructs a performer with the requisite negative COVID-19 test result(s) to stay home on their first day of work based on the results of a temperature check and/or Health Assessment Survey, the performer will be paid pursuant to any sick leave provisions of applicable federal, state, or local statute, if any, and once exhausted, pursuant to the temporary COVID-19 paid sick leave provisions in Item 7 below. Item 7.k. will apply to determine whether and when the employee may commence work.

ii. *Periodic:*

(1) During employment, “Zone A” employees who work five (5) or more days in a week shall be tested for COVID-19 at least three (3) times per week. At least one test per week shall be a lab-based PCR diagnostic test, the results of which must be returned within forty-eight (48) hours. The remaining tests required in that week may be rapid tests. The parties agree that it may be necessary to conduct additional testing of performers and crew involved in production of scenes that require close or intimate contact or extreme exertion. “Zone A” consists of (A) all performers working on set; and (B) all employees who are present in a workspace with a performer while the performer is not wearing PPE.

“Zone A” employees who work fewer than five (5) days in a week need not be tested more frequently than once within the forty-eight (48) hours prior to each day of employment. At least one test per week shall be a lab-based PCR diagnostic test, the results of which must be returned within forty-eight (48) hours. Any other tests required in that week may be rapid tests.

An Employer need not commence periodic testing for a “Zone A” employee if: (A) the employee starts and concludes employment within seventy-two (72) hours following the time the employee

² This provision is not intended to alter terms of any existing engagement or personal services agreement negotiated prior to the effective date of this Agreement. This provision shall not be construed to prejudice any party’s position with respect to a Employer’s obligations under an individual’s existing engagement (as defined in the preceding sentence) or personal services agreement in the event that individual tests positive in a pre-employment test. In addition, nothing herein shall preclude the parties from negotiating better terms.

took a pre-employment test which yielded a negative result; or (B) the performer is employed for an off-camera session outside a personal or home studio, is alone in a space (e.g., a recording booth) while recording and is not required to come within six (6) feet of any other individual at the location where work is to be performed for a cumulative total of fifteen (15) minutes or more.

(2) During employment, “Zone B” employees shall be tested for COVID-19 at least once per week if using a lab-based PCR diagnostic test. The results of the test must be returned within forty-eight (48) hours. Alternatively, a "Zone B" employee shall be tested at least twice per week using a rapid test; the results of the tests must be returned within forty-eight (48) hours.

“Zone B” consists of those employees who work on a “hot” set, but who are not present in a workspace with a performer while the performer is not wearing PPE, but who do not fall within Zone A; provided, however, that all SAG-AFTRA-represented employees shall be considered to be in either Zone A or Zone B.

(3) If a performer or employee tests positive for COVID-19, the Employer shall follow CDC guidelines in effect at the time or the guidelines of the local governmental authority in effect at the time, whichever is stricter, with respect to treatment of other performers or employee(s) (e.g., testing, quarantine or self-isolation) who have been exposed to the performer or employee who tested positive. The performer(s) or employee(s) who was (were) exposed to the performer or employee who tested positive shall also comply with those guidelines.

(4) Consistent with current CDC guidelines, the Employer may establish a policy that:

(A) Individuals previously diagnosed with symptomatic COVID-19 who remain asymptomatic after recovery need not be tested within 3 months after the date of symptom onset for the initial COVID-19 infection.

(B) Individuals 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 etiology can be identified by a healthcare provider.

(C) For individuals who never developed symptoms, the date of first positive RT-PCR test for SARS-CoV-2 RNA should be used in place of the date of symptom onset.

(5) Failure to obtain a test result within the requisite period shall not prevent any individual from continuing to work, so long as one of the following conditions is met:

(A) The individual has taken a rapid test and received a negative result within the past twenty-four (24) hours; or

(B) The individual is being periodically tested more frequently than the minimum periodic testing requirements of this Agreement, and all other tests taken and received within the past seven (7) calendar days have yielded negative results.

iii. *Testing in Connection with Air Travel:* If a performer is traveling by air, the performer shall be tested for COVID-19 and obtain the results of the test prior to the flight (the “pre-flight test”). Pre-flight testing shall be subject to the same requirements as pre-employment testing (see Item 2.a.i. above), except that a performer who has already been tested in accordance with the periodic testing requirements in Item 2.a.ii. above without interruption need not undergo additional testing before the flight so long as the test was conducted within forty-eight (48) hours of departure.

If the performer has already begun periodic testing pursuant to Item 2.a.ii. above, he or she may commence work upon arrival at the destination, provided that the performer continues to undergo periodic testing without interruption.

If the performer has not yet begun periodic testing, he or she shall be tested again after the flight prior to starting work pursuant to Item 2.a.i. above, but no sooner than forty-eight (48) hours after arrival at the final destination, except that:

(1) A performer who undergoes a pre-flight test within forty-eight (48) hours of departure time and obtains test results prior to departure may work upon arrival at the final destination during the forty-eight (48) hour period following the time of the pre-flight test; and

(2) If the performer is scheduled to commence work at the final destination before results can be obtained from a test that is conducted forty-eight (48) hours after arrival, the Employer may test the performer after the flight, but within forty-eight (48) hours prior to the start of work (the “post-flight test”). The performer may start work at the final destination after receiving a negative test result, so long as the performer’s first periodic test is

conducted within forty-eight (48) hours of the post-flight test.

- iv. *Types of Tests and Consent to Testing:* When testing individuals, Employers shall use diagnostic tests that test for the virus that causes COVID-19, which does not mean and shall not include antigen or antibody tests. Currently, the parties have agreed not to use antigen or antibody tests; however, they agree to continue to evaluate antigen and antibody tests, including information on the accuracy of available tests in the market and/or other scientific/medical information, to determine whether antigen or antibody tests may be appropriate for use in the future subject to the agreement of the parties. Testing may be done on- or off-site. Test results shall be provided to the performer. Prior to being tested, performer may be required to sign consent forms for the test and disclosure of test results. The Employer 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 Employer's liability with respect to COVID-19. The Union agrees to make best efforts to assist the Employer in obtaining such consent forms from the performers they represent, if necessary.
- v. *Limited Testing Availability:* In the event that availability of COVID-19 testing is limited or there are known delays in processing of test results, the Employer and the Union shall discuss the possibility of appropriate adjustments in the foregoing testing requirements according to the procedure set forth in Item 1.c. above.
- vi. *Testing Limited by Law:* When production is taking place in a jurisdiction that limits or prohibits COVID-19 testing (including a jurisdiction that prioritizes who may be tested) or a performer is flying from or to such a jurisdiction, the Employer shall comply with the foregoing testing requirements to the extent permissible by law. In the event that such circumstances arise, the Employer shall contact the Union to notify it of the limitations imposed by the jurisdiction and the parties shall discuss the possibility of appropriate adjustments in the foregoing testing requirements according to the procedure set forth in Item 1.c. above.
- vii. *Testing in Jurisdictions With a Low or High Rate of Infection:* The foregoing COVID-19 testing requirements do not apply to work taking place in a jurisdiction with a low or high rate of COVID-19 infection. The parties shall discuss changes to the testing protocols in this Agreement for jurisdictions with either a low or high rate of infection according to the procedure set forth in Item 1.c. above. Performers traveling by air to a location with a low rate of infection from a location that does not have a low rate of infection shall be tested pursuant to Item 2.a.iii. above ("Testing in Connection with Air Travel") and quarantined pursuant to the requirements of the governmental authority in the jurisdiction, if any. (See

Item 8 below for payment during quarantine prior to start of production or in connection with a move in production location.)

- viii. The parties shall discuss the feasibility of a system to address the employment of daily hires who have satisfied the Employer's COVID-19 training, testing, and screening requirements and who can be called to work on short notice.
- ix. An Employer may implement more stringent testing and on-site safety protocols than those detailed in this Agreement.

b. ***Health Assessment Survey:***

- i. Performers will be required to complete a health assessment survey prior to the start of work each day.
- ii. The Employer may require the performer 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. Performers may be subject to temperature checks, to take place at least once per day.
- ii. Performers who do not pass the temperature check will not be permitted on the premises and will be directed to contact their healthcare provider, provided that a performer who does not pass a temperature check conducted at the work site may rest for fifteen (15) minutes (or will be advised to return to the temperature checkpoint after fifteen (15) minutes), before having their temperature checked again. If the performer does not pass the second temperature check, they will be denied entry to the premises and will be directed to contact their healthcare provider. No payment is due for time that a performer spends undergoing a temperature check at the entrance to the work site. Performers who are denied entry to the premises due to a failed temperature check will be paid pursuant to any sick leave provisions of an applicable federal, state, or local statute, if any, and once exhausted, pursuant to the temporary COVID-19 paid sick leave policy in this Agreement.

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

- i. A performer other than a Background Actor who travels outside their home to undergo a test on a day in which the performer does not work for Employer shall receive a stipend (no fringe) payment for a one-hour fitting, i.e., 1/8th of a session fee, payable to performers earning up to double scale. A Background Actor shall receive a stipend of fifty dollars

(\$50.00), which shall be subject to pension and health contributions only if the Background Actor is ultimately employed by the Employer following the test. 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 performer to complete start paperwork on a day when the performer does not work.

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

However, no stipend is due if the performer is otherwise paid for the day (e.g., payment of a travel allowance to a performer).

- ii. A performer who is required to self-administer a temperature check or fill out a Health Assessment Survey prior to reporting to work on a day in which such performer also does work for Employer shall be paid an additional one-tenth (1/10) of an hour. Once the performer's engagement has commenced, if the Employer instructs the performer not to report to work based on the results of the temperature check and/or Health Assessment Survey, the performer will receive paid sick leave for that day pursuant to any sick leave provisions of the applicable collective bargaining agreement or an applicable statute, if any, and once exhausted, pursuant to the temporary COVID-19 paid sick leave policy in this Agreement. Paid sick leave shall be inclusive of the one-tenth (1/10) of an hour payment for undergoing the temperature check or filling out the Health Assessment Survey.

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.

- iii. Any time that a performer spends undergoing health screening procedures after reporting to work shall be considered work time.

3. Implementation of Work Groups to Limit Contact and Movement

Each Employer will adopt a system which divides employees into work groups (sometimes referred to as "zones" or "pods") that are designed to minimize contact and interaction between performers who cannot wear PPE while performing their duties, on the one hand, and the rest of the crew, on the other hand, and specifies where employees in each group may go during the course of their workday. The system may also be used to separate employees in the same "Zone," as described in Item 2.a.ii. 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.

For example, a system could consist of the following groups of employees: those who are never permitted to go to set because their duties do not require them to be on set; those who are permitted to go on set to perform their duties, but only when performers and background actors are not present; those who are permitted to go on set and perform their duties while performers and background actors are present, but must maintain physical distance from the performers/background actors; and those who may interact with performers/background actors at a distance of less than six (6) feet because their duties require them to do so.

4. **COVID-19 Compliance and Enforcement**

a. COVID-19 Compliance Supervisor

- i. The Employer shall designate a COVID-19 Compliance Supervisor who is responsible for COVID-19 safety compliance and enforcement on each production (other than production taking place at a performer's residence without other personnel present). The COVID-19 Compliance Supervisor may be assigned to oversee COVID-19 safety compliance and enforcement on one or more productions. At the Employer's discretion, more than one COVID-19 Compliance Supervisor may be engaged. The COVID-19 Compliance Supervisor designated on the production shall be identified on the call sheet. An Employer which owns a studio facility shall designate a COVID-19 Compliance Supervisor who is responsible for COVID-19 safety compliance and enforcement with respect to facility maintenance work and studio departmental operations. The COVID-19 Compliance Supervisor shall be accessible at all times during working hours, which may include via telephone, and all personnel shall have access to the COVID-19 Compliance Supervisor. It is understood that an Employer may refer to the individual who performs these functions by a different title.

With respect to on-camera productions, the COVID-19 Compliance Supervisor or a member of the COVID-19 compliance team who has undergone sufficient training and has the authority to enforce the safety protocols in this Agreement shall be physically present on the production(s) to monitor and enforce COVID-19 safety protocols beginning from general crew call and continuing until camera wrap. (This requirement is not intended to obligate an Employer to engage an additional individual on the production.) Because performers assigned to the production may be working at various sites, the parties understand that the Compliance Supervisor or a member of the compliance team may need to roam between or among those locations throughout the workday to carry out monitoring and enforcement functions.

- ii. The Employer shall ensure that the COVID-19 Compliance Supervisor has

access to medical professionals and other subject matter experts who can address any questions that may arise regarding health and safety.

- iii. The COVID-19 Compliance Supervisor shall identify and report any COVID-19 health and safety concerns (e.g., issues of non-compliance with the Employer's COVID-19 health and safety protocols and procedures) to the Employer's safety department (or, if the Employer does not have a safety department, to the individual designated at the start of production to receive those reports). The COVID-19 Compliance Supervisor shall work with the appropriate party (e.g., department head, other production management personnel, the Employer's safety executives, Labor Relations) to address the concern.
 - iv. To assist SAG-AFTRA in fulfilling its role as the collective bargaining representative of performers covered by this Agreement, and so that it may respond to member inquiries about positive test results on a production on which the member is employed, the Employer shall notify the Union as soon as practicable of the following information, to the extent known at the time, in the event of a positive test result on a production: the number of performers with a positive test result, the Zone(s) in which the positive test result(s) occurred, and the date the test result(s) was or were reported. In addition, Employer may include in the notice other information with regard to the positive test result(s).
 - v. The COVID-19 Compliance Supervisor may pause production or other work activities if they identify a COVID-19 health and safety concern (e.g., issues of non-compliance with the Employer's COVID-19 health and safety protocols and procedures), to advise the appropriate party and resolve the concern. The COVID-19 Compliance Supervisor shall also have the ability to effectively recommend discipline or termination for violations of COVID-19 health and safety protocols.
- b. The parties acknowledge that promoting health and safety requires the collective efforts of all individuals involved in production, and that it is important to create an environment in which individuals are comfortable raising health and safety concerns so that they can be addressed. The COVID-19 Compliance Supervisor or their designee shall provide training to designated production supervisor(s) so that they can assist in the execution of the COVID-19 Compliance Supervisor's directives with respect to individuals under their supervision. In the event that any individual believes that there has been a violation of the Employer's COVID-19 health and safety protocols, he or she should report the matter to their supervisor, who shall elevate the matter to the COVID-19 Compliance Supervisor as necessary to resolve any issues. Individuals may also report any concerns to the Employer's safety hotline or, if there is none, the individual designated at the start of the production to receive those reports.

No performer shall be discharged or otherwise disciplined 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.

- c. The COVID-19 Compliance Supervisor may make recommendations to the Employer regarding the level of staffing required within their office in order to effectively enforce COVID-19 health and safety protocols, and shall also make recommendations regarding the selection of staff who will be under their direct supervision.
- d. The COVID-19 Compliance Supervisor or their designee will provide instruction to performers on COVID-19-related protocols as needed.
- e. The Employer may comply with its obligations under this provision by hiring the COVID-19 Compliance Supervisor and any other members of the COVID-19 compliance team directly or by contracting with a third party to supply such personnel.

5. Training:

- a. ***COVID-19 Health and Safety Protocol Training:*** Each Employer shall develop a COVID-19 safety training program, submit the training program to SAG-AFTRA for review, and be responsible for training each of their respective employees and performers on the COVID-19 health and safety procedures.

The COVID-19 Training shall be updated from time to time as necessary to reflect changes in circumstances, such as scientific developments or agreed changes to protocols in this Agreement. Any updates may be distributed to those who have already taken the COVID-19 Training via bulletins or briefings at daily safety meetings.

- b. ***Compensation for Time Spent Training:*** Each performer who takes the COVID-19 Training shall be paid a stipend of \$20.00 for each hour that he or she attends such training outside of his or her employment, unless the performer is otherwise already being paid for the day (*e.g.*, payment of a travel allowance to a performer or payment for a travel day to a member of the crew). No stipend is due if a series contract performer takes training on a day within his/her span.

6. Personal Protective Equipment:

- a. Employers shall provide all individuals with face coverings to be worn at all times on the job site, except when eating, drinking, or when their job duties prevent them from doing so.
- b. Individuals who are working in close contact with a performer (where “close

contact” is defined as being within six feet of another individual for a cumulative total of fifteen minutes or more, provided that if the CDC or 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.

- c. 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.
- d. Performers 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 their designee approves in advance.

7. Temporary COVID-19 Paid Sick Leave

- a. A performer shall receive temporary COVID-19 paid sick leave for each day that the performer is absent from work due to an Eligible COVID-19 Event for which the performer is not otherwise paid by the Employer until the earlier of the following:

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

The end of the performer’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 performer would work.

However, in no event shall a performer 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.

- b. There shall be no accrual period. Temporary COVID-19 paid sick leave shall be immediately available to performers upon commencing work.
- c. 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 performer has tested positive for COVID-19 or exhibited symptoms of COVID-19.
 - ii. The Employer has requested that the performer 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 performer’s household has tested positive for COVID-19 or exhibited symptoms of COVID-19.

- iv. A public official or healthcare provider has requested that the performer isolate or self-quarantine due to COVID-19 (other than a quarantine described in Item 8 below).
 - v. The performer must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID-19.
 - vi. The performer 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 healthcare provider to self-quarantine related to COVID-19.
- d. For each day of temporary COVID-19 paid sick leave used by a performer, the performer shall receive payment based on the performer's contracted rate in accordance with the terms of the IMA, but in no event more than \$750 per day and \$7,500 in the aggregate. A performer who is paid their full regular salary or 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 their salary or guarantee.
- Such payments shall be subject to health and retirement contributions.
- e. Employer may require the performer 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.
 - f. Performers are not entitled to payment for any unused temporary COVID-19 sick leave under this Agreement.
 - g. Paid sick days under this temporary COVID-19 sick leave provision shall not be considered workdays for any purpose under the applicable collective bargaining agreement; however, paid sick days may be counted for purposes of determining whether a performer is eligible for health coverage under the "alternative days eligibility rule" of the SAG-AFTRA Health Plan.
 - h. Any requirements for prior notice of layoff (or pay in lieu of) in a collective bargaining agreement shall be suspended in the event that a performer is receiving payment pursuant to the foregoing temporary COVID-19 paid sick leave policy.
 - i. If a performer has an Eligible COVID-19 Event while on distant location and is unable to return home, the Employer shall provide the performer with lodging and per diem while on distant location, in addition to temporary COVID-19 paid sick leave under the foregoing provisions of this Item 7.
 - j. To the extent that a performer is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, the law of the jurisdiction shall apply in lieu of the provisions herein.
 - k. A performer who is absent from work due to an Eligible COVID-19 Event will be

reinstated to their original position on the production, provided that: (a) the position continues to exist or the role has not been recast; and (b) if the absence was due to the performer's own COVID-19 status (i.e., a positive test or symptoms) or the COVID-19 status of someone in the performer's household or with whom the performer had come into close contact, the performer satisfies the Employer's eligibility requirements for return to work. If the performer'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.

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

“Reference is made to the COVID-19-related return to work agreement of the parties, dated June 17, 2021, in which the parties agreed to waive the application of all COVID-19-related paid sick leave laws for which waiver is permissible under a collective bargaining agreement.

“The Union expressly waives, to the full extent permitted by law, the application of the following to all performers employed under the IMA: The City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (issued April 7, 2020); the Los Angeles County COVID-19 Worker Protection Ordinance; 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 Employers shall memorialize any such waiver for any newly-enacted law by letter agreement.”

- m. The payments in this temporary COVID-19 paid sick leave policy shall be available to performers in addition to any other leave the performers would receive under any applicable collective bargaining agreement. In the event a performer has an “Eligible COVID-19 Event” as defined in Item 7.c. above, the performer must use the temporary COVID-19 paid sick leave described in this Item 7 before any other leave available under the applicable collective bargaining agreement.
- n. The provisions of this temporary COVID-19 paid sick leave policy shall be in effect until the expiration of this Agreement.

8. Payment for Required Isolation or Self-Quarantine (Other than for an Eligible COVID-19 Event)

This Item 8 applies after a performer has been engaged and the performer is required to isolate or self-quarantine at the request of the Employer (other than for an Eligible COVID-19 Event) and/or because the law of the jurisdiction where production is taking place requires travelers from outside the jurisdiction to self-quarantine, under the following circumstances:

prior to the commencement of a performer's work on a production; or

when a performer who has already commenced work travels to a production location where applicable law requires travelers from outside the jurisdiction to self-quarantine.

If the performer does not perform work at the direction of the Employer while in isolation or self-quarantine:

- a. The Employer may individually negotiate payment for time spent in isolation or self-quarantine with performers guaranteed \$25,000 or more for each interactive program.
- b. All other Principal Performers (as defined in the IMA) shall be paid for time spent in isolation or self-quarantine based on on-camera weekly scale under the IMA for Principal Performers for each seven (7) consecutive day period in which the Principal Performer is in isolation or self-quarantine (or pro rata for any period less than seven (7) days) and the day rate under the IMA for Background Actors (as defined in the IMA) for each of the first five (5) days out of each seven (7) consecutive day period in which the Background Actor is in isolation or self-quarantine.

Such payments shall be subject to health and retirement contributions.

If the performer performs work at the direction of the Employer while in isolation or self-quarantine, they shall instead be paid pursuant to their contract of employment for any day on which the performer performs such work.

For the avoidance of doubt, the requirement to pay for legally mandated quarantining shall not apply to locally employed performers who voluntarily leave the jurisdiction during the employment period and thereafter have to quarantine other than at the Employer's direction.

9. Meals and Individual Packaging

Meals and snacks will be served in individually packaged or wrapped portions. Communal "buffet style" food service, including salad bars, trays of food, or any food service that requires sharing of utensils such as serving spoons or tongs, will not be permitted. Compliance with the foregoing satisfies any obligations under the collective bargaining agreement to provide a meal to performers. Employer shall not be required to provide performers with a hot meal.

10. Electronic Receipt of Documents

To the extent the Employer implements electronic documents in lieu of paper documents, performers shall accept e-delivery of and provide e-signatures for any documents required under the IMA. If a performer does not possess or have access to a device or technology which permits receipt and transmission of electronic documents, the Employer will either provide the performer with a hard copy of the document or make

other arrangements for the performer to receive and sign electronic documents. Employer agrees to meet with the Union during the term of this Agreement to discuss measures for ensuring the proper protection of personal information contained in the foregoing documents and other related privacy concerns.

11. Contact Tracing

While the performers are on the job site, Employers may require that performers participate in systems that enable contact tracing, such as use of a “punch card” system to record the performer’s location throughout the day or by means of electronic devices (e.g., phone “apps” or wearable electronic devices that track the movement or location of a person or which detect when a person wearing the device comes into close contact with another person wearing the device). Employers may require performers to sign documentation consenting to the use of such electronic devices in contact tracing.

In the event that an Employer uses electronic devices for contact tracing, it may access information collected from those devices only for purposes of tracing individuals that the performer has been in contact with during working hours when there has been a COVID-19-related event, or for purposes of managing and enforcing social distancing protocols.

12. Consent to Employers’ COVID-19 Policies and Procedures

Each Employer has developed detailed policies and procedures to address COVID-19 in the workplace. To the extent those policies or procedures conflict with the provisions of this Agreement, this Agreement shall prevail as it relates to performers covered by this Agreement. The Employer may require performers to acknowledge receipt of the Employer’s COVID-19 policies and procedures and to adhere to such policies and procedures. Union representatives agree to cooperate and comply with all Employer policies and procedures with respect to testing and other health screening procedures for Zone A or Zone B performers and other on-site health and screening procedures, as applicable. The Union shall be responsible for ensuring that any representatives exercising their right to visit the workplace are in compliance with testing requirements prior to visiting the workplace. Each Employer shall provide the Union with a copy of its COVID-19 policies and procedures.

13. Work from Home

The following applies when an Employer requires a performer to work remotely from home:

- a. If a performer does not have equipment necessary to work remotely from home and the Employer does not provide such equipment, the performer shall submit a request to the Employer for purchase of the necessary equipment. Employer shall reimburse the performer for any pre-approved purchases after the performer submits receipts or other appropriate proof of purchase.
- b. Employer shall provide a performer with any equipment or technology training

that it determines is necessary in order for the performer to work remotely from home.

- c. Employer shall reimburse any necessary and reasonable costs that a performer incurs as a direct consequence of working remotely from home, provided that the Employer has approved such expenses in advance and the performer submits appropriate proof of the expense.
- d. Employer may require performer to test the equipment in performer's work from home location as a condition of employment for the session, but which testing time shall be considered work time under the IMA if it is conducted within the performer's session. Testing time outside the performer's session shall be paid at \$20 per hour. If the equipment or work from home location is not adequate or becomes inadequate for Employer's needs (e.g., internet speed is not acceptable, soundproofing not adequate due to construction or other ambient noise, etc.), then Employer may terminate the performer's employment upon written notice to performer and Employer shall have no further obligation to performer, except to pay performer any pro rata compensation due for equipment testing and work, if any, performed prior to the time of such termination notice.
- e. Performer shall return any of Employer's recording equipment or any other equipment which Employer provided to the performer which was necessary to work remotely from home to Employer, upon the conclusion of their services to Employer.

14. Dispute Resolution/Grievance and Arbitration

Any dispute arising out of the provisions of this Agreement may be referred to the grievance and arbitration procedures in the applicable collective bargaining agreement.

15. Conflict of Law

In the event that any of the terms or conditions of this Agreement are contrary to or unenforceable by reason of any law or governmental decision, ruling or regulation, such terms or conditions shall be deemed to be severed from this Agreement, and the illegality or unenforceability thereof shall not in any manner affect or impair any other terms or conditions of this Agreement.

16. Industry-Wide Labor-Management Safety Committee Task Force White Paper

Although the parties are not bound by the Industry-Wide Labor-Management Safety Committee Task Force White Paper, the parties nonetheless agree to certain guiding principles and recommendations contained therein, which are reproduced in Exhibit A to this Agreement:

- a. Infection Control - Hand Hygiene
- b. Infection Control - Disinfection and Maintenance *[reference to "COVID-19*

Compliance Officer” changed to “COVID-19 Compliance Supervisor or his/her designee.”]

- c. Infection Control - Food and Beverages
- d. Infection Control - General Infection Prevention Issues [*note addition of clarifying footnote 1 on p. 44*]
- e. Protecting and Supporting Cast and Crew Health and Safety - Development of Symptoms [*reference to “COVID-19 Compliance Officer” changed to “COVID-19 Compliance Supervisor.”*]
- f. Physical Distancing - Working Remotely (Telecommuting)
- g. Physical Distancing - Shared Workspaces
- h. Training and Education
- i. Unique Production-Specific Concerns - Special Considerations for Cast and Crew Working in Close Proximity to Performers
- j. Unique Production-Specific Concerns - Special Considerations for Performer [*note addition of clarifying footnote 2 on p. 48 and footnote 3 on p. 49*]
- k. Unique Production-Specific Concerns - Transportation
- l. Unique Production-Specific Concerns - Special Considerations for Travel
- m. Unique Production-Specific Concerns - Special Considerations for Filming on Location

17. Studio Teachers - Remote Instruction: Amend the IMA Article II Section 29 to provide that studio teachers may instruct minors remotely to the extent permitted by law or the applicable governmental authority.

18. Off-Camera Sessions

The following provisions are applicable when recording is performed in facilities other than in personal or home studios:

- a. Employer will consider in good faith the request of any performer performing off-camera services to work from home when circumstances permit. Employer’s decision shall be final.
- b. The protocols to be followed for sanitizing off-camera audio booths, and the equipment contained in those booths, are set forth in the section entitled, “INFECTION CONTROL - DISINFECTION AND MAINTENANCE,” in Exhibit A of this Agreement. Off-camera audio booths and the equipment within those booths shall be cleaned between each use by different performers.
- c. Performers may use their own individual equipment, including but not limited to headphones, pop filters, tablets, etc., upon approval by the Employer.
- d. Confined spaces where performers vocalize, such as off-camera recording booths, shall have 100% exchange of air by ventilation or air filtration between each user, as determined by reference to the manufacturer’s specifications for the ventilation or air filtration system in use in the confined space. Ventilation may be conducted with HVAC systems that conduct air exchange with outside air, or which filter

recirculated air and are regularly inspected and equipped with MERV 13 or higher rated filters (i.e., filtration of particles as small as 0.3 microns, and minimum of 90% filtration of particles larger than 1 micron). In the alternative, Employer may conduct air filtration using portable HEPA filters in accordance with the manufacturer’s specifications.

- e. When practical to do so and subject to the Employer’s security and/or confidentiality concerns and requirements, scripts and/or music will be provided to the performer in digital format when the performer indicates to the Employer a preference for that format. If a performer expresses a preference for a paper copy of materials, or if it is not practical to provide the scripts and/or music in digital format, single-use individual paper copies will be provided.
- f. A performer who is alone in a space (e.g., a recording booth) while recording off-camera services, and who is not required to come within six (6) feet of other individuals at the location where work is to be performed for a cumulative total of fifteen (15) minutes or more, is not required to undergo COVID-19 testing.

Multiple performers present in the same space (e.g., a recording booth) while recording off-camera services are subject to the testing protocols for “Zone A” employees set forth in Item 2.a., “Health Screening - Testing,” of this Agreement.

ON BEHALF OF THE EMPLOYERS LISTED IN SCHEDULE A

DocuSigned by:

 By: 09B31C8069CE4E4... Date: June 29, 2021

ON BEHALF OF SCREEN ACTORS GUILD – AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

DocuSigned by:

 By: 55ADCC53809C466... Date: June 29, 2021
 Duncan Crabtree-Ireland

SCHEDULE A

Activision Productions, Inc.

Blindlight, LLC

Disney Character Voices, Inc.

Electronic Arts Productions Inc.

Formosa Interactive, LLC

Insomniac Games, Inc.

Take 2 Productions, Inc.

VoiceWorks Productions, Inc.

WB Games Inc.

EXHIBIT A

GUIDING PRINCIPLES

All state, local, and federal (CDC) public health guidelines will be followed.

Medical expertise must always guide decision making with respect to testing, contact tracing, symptom screening and similar protocols that raise medical questions.

Adequate staffing and space for physical distancing is essential for an effective health and safety plan.

Cast and crew are encouraged to report problems, ask questions and suggest solutions to enhance the safety and productivity of the workspaces.

The CDC advises that those over age 65 and those with co-morbidities consult with their healthcare providers regarding the risks of COVID-19.

Given the dynamic and evolving nature of the COVID-19 pandemic, these interim guidelines will likely need to be modified and adapted as circumstances change.

INFECTION CONTROL - HAND HYGIENE

Hand hygiene is a cornerstone of infection prevention and will need to be practiced widely in entertainment industry work environments. Given the potential concern about transmission of COVID-19 via contact, enhanced hand hygiene measures are critical. Hand washing with soap and water is considered more effective than hand sanitizer in preventing the spread of COVID-19.

The Task Force recommends the following regarding hand hygiene:

- Cast and crew should avoid touching their eyes, nose and mouth.
- Handwashing facilities with running water, soap and paper towels (dispensed using a non-touch system, if possible), adequate for the number of cast and crew, shall be available and accessible from the first day of work.
- Handwashing facilities shall be kept clean and well-stocked.
- When production is taking place where handwashing facilities are not readily available, mobile handwashing stations shall be provided.
- Stations with alcohol-based hand rub ("hand sanitizer") with at least 60% alcohol shall be strategically placed around work areas and readily accessible.
- Sufficient supplies of hand sanitizer shall be stocked and maintained.
- Cast and crew shall be provided with pocket-sized hand sanitizer that can be used if hand washing or sanitizing stations are not available, such as in vehicles or remote locations.

- Cast and crew should be trained on hand hygiene practices (washing for a minimum of 20 seconds of duration, scrubbing all surfaces).
- Production should encourage and promote opportunities for cast and crew to practice hand hygiene and perform disinfectant wipedowns of high-touch areas.
- Hands should be washed or sanitized:
 - Upon arriving at the job site;
 - After blowing one's nose, coughing, or sneezing;
 - After using the restroom;
 - Before and after eating or drinking;
 - After contact with animals or pets;
 - After handling shared equipment or objects;
 - After cleaning or disinfecting equipment, tools or workspaces; and
 - At other appropriate times throughout the workday.
 - Signage should be posted prominently with instructions on how to stop the spread of COVID-19, including hand hygiene and PPE instructions.

INFECTION CONTROL - DISINFECTION AND MAINTENANCE

Heightened cleaning and disinfection should be practiced. Those responsible for performing cleaning should adhere to the following recommendations and any other guidance issued by public health authorities with respect to cleaning practices.

- Appropriate, EPA-registered disinfecting methods and supplies with a claim against SARS-CoV-2 shall be available in all workspaces.
- High-touch surfaces shall be wiped down periodically with appropriate, EPA-registered disinfectant, following the disinfectant manufacturer's instructions (e.g., safety requirements, protective equipment, concentration, contact time). Examples of high-touch surfaces are tables, doorknobs, countertops, phones, faucets, etc.
- Productions and a COVID-19 Compliance Supervisor or his/her designee (discussed in Item 4 of this Agreement) will work with all departments to review and implement specific plans for disinfection of department-specific equipment. Departments will review specific workflows and identify ways to ensure disinfection of equipment and physical distancing (e.g., cleaning of camera dollies, use of remote focus devices, lights).
- All workspaces should be cleaned with increased frequency, with an emphasis on high-touch surfaces.
- Whenever possible, minimize use of shared office equipment such as copiers and fax

machines. When use of such equipment is unavoidable, hand hygiene should be performed after use.

- Manufacturer's cleaning instructions should be followed for cleaning of sensitive equipment such as electronics.
- Production on set and work off set should designate specific individuals to perform high-touch wipedown, with an emphasis on shared spaces and equipment.
- Shared workspaces should be cleaned daily with an emphasis on high-touch surfaces, including but not limited to production sets, studios, dressing rooms, hair and make-up stations, trailers, on- and off-production offices, break areas, shops and eating/meal areas.
- Dedicated cleaning crews should clean common spaces at appropriate daily intervals.

Props, Costumes, Accessories, Wigs, and Other Specialty Items

Due to inability to clean many of these objects, special care should be taken.

- As many of these items have unique cleaning requirements, those responsible for cleaning such items will do so in the customary manner.
- Hand props (other than those with unique cleaning requirements) shall be cleaned and disinfected before and after use.
- Hands shall be cleaned before and after handling props, accessories and other items.

Personal Equipment

- Personal equipment (such as tools, headsets, microphones and radios) shall be cleaned and disinfected before being issued and then at least once per day. Manufacturer's suggested cleaning instructions should be followed for electronics and other sensitive items.
- Equipment such as radios/walkie-talkies will be issued to a single cast or crew member and used exclusively by that cast or crew member for the duration of production.
- Personal items or equipment that must be shared between members of the cast and/or crew must be wiped down with disinfectant between use and hand hygiene shall be performed after handling.

Vehicles

- High-touch surfaces in vehicles (e.g., steering wheels, controls, seatbelts, door handles, arm rests) shall be cleaned at least once per day and prior to a change in operator or passenger.

Paper

- Whenever possible, use of paper should be minimized. Alternatives such as electronic scripts and electronic sign-in/out should be explored.

- Consider alternatives to petty cash to minimize the need to handle paper money, such as purchase cards.
- When paper scripts are unavoidable, they should be assigned to a specific individual, clearly labeled with their name, and not shared between others.
- Crew lists, call sheets, production reports and other similar documents should be electronic whenever possible.
- When use of shared paperwork is required, such as blueprints or editing binders, hand hygiene before and after handling is recommended.

INFECTION CONTROL - FOOD AND BEVERAGES

COVID-19 is unlikely to be spread through food or beverages; however, catering, crafts service and eating within workspaces present several unique challenges.

- Those responsible for preparing and distributing food must clean their hands with soap and water or hand sanitizer prior to beginning food preparation and/or distribution and regularly thereafter.
- All local public health regulations regarding preparing and distributing food must be followed, including regulations regarding the use of appropriate food service PPE (hair nets, gloves, and face coverings), safe food temperatures, etc., and all personnel responsible for the preparing and/or distribution of food must be properly certified to do so.
- As face coverings cannot be worn while eating, adequate eating space must be provided to ensure physical distancing can be maintained during meal periods.
- Handwashing facilities and/or hand sanitizer must be readily accessible at the entrance of any designated eating area and shall be used when entering and leaving the area.
- Meal times should be staggered in a manner designed to avoid the gathering of large groups in the same location at the same time.
- All eating surfaces shall be cleaned and disinfected before and after use.
- Eliminate communal "buffet style" food service, including salad bars, trays of food, or any food service that requires sharing of utensils such as serving spoons or tongs.
- Meals and snacks should be served in individually packaged or wrapped portions. Avoid shared communal trays or bowls.
- Eating utensils should be disposable and individually wrapped.
- Cast and crew should not leave the job site to obtain food during the course of the workday.
- Off-production offices, meeting rooms and other workspaces should have infection control protocols for use, especially when used for providing impromptu meals, snacks

and coffee. Likewise, break rooms, microwaves, dishes and food deliveries will require regular cleaning and physical distancing.

- If food is to be delivered to the job site, one or more individual(s) should be designated to receive the delivery. Appropriate PPE should be worn when interacting with the delivery person and hand hygiene should be performed after handling the delivery. Cast and crew who bring their own food are encouraged to bring food that does not require refrigeration or heating/microwaving.
- Consider options for cast and crew to place orders ahead of time to minimize the amount of time they must wait in line. Consider addition of plexiglass (or similar) barriers between servers and cast and crew.
- Avoid using or sharing items such as menus or condiments such as salt and pepper shakers. These items should be disposable and single serve.

Beverages

- Drinks should be individually packaged or, if drinks are to be dispensed from a water station, soda fountain, coffee machine or similar equipment, receptacles should not come into contact with dispensers.

INFECTION CONTROL - GENERAL INFECTION PREVENTION ISSUES

- Limit the duration of workdays and excessive consecutive workdays whenever possible.
- Physical contact should be avoided, including shaking hands, "high fives," fist or elbow bumps, or hugging. Physical contact related to performers is discussed below.
- Visitors to set should be limited unless absolutely necessary.³ If visitors are provided access, they will be subject to the same guidance as cast and crew, including the need for symptom screening and PPE requirements.
- Union representatives exercising their rights to visit workspaces will be subject to the safety guidelines required of a visitor.
- All cast and crew should avoid touching their eyes, nose or mouth.
- In indoor spaces, ventilation systems and other measures should be used to increase circulation of outdoor air as much as possible (e.g., by opening windows and doors, using fans and other methods).
- Stagger cast and crew call and wrap times to limit the number of individuals arriving to and departing from work simultaneously.
- In the course of performing their duties, various cast and crew members may enter retail establishments during the workday. Applicable public health guidance should be followed, including use of face coverings. They should carry hand sanitizer and practice

³ The parties agree that this means the individuals who have no business purpose for being on set should not visit the set.

hand hygiene before entering retail establishments and after exiting.

PROTECTING AND SUPPORTING CAST AND CREW HEALTH AND SAFETY - DEVELOPMENT OF SYMPTOMS

- Cast and crew are expected to immediately report to a designated person or persons (such as the COVID-19 Compliance Supervisor or such other person designated by the Employer) if they are experiencing, or a member of their household is experiencing, symptoms of COVID-19. If a cast or crew member is experiencing symptoms or has come into close contact with someone who has tested positive for COVID-19 either on or off site, they must report to their employer and follow the employer's contact tracing guidelines.
- If a cast or crew member develops symptoms of COVID-19 when off site, they must not go to work and should immediately contact their healthcare provider. Anyone who reports to work with symptoms of COVID-19 will be instructed to return home and contact their healthcare provider.
- Cast and crew must be notified if they have been exposed to an individual who has exhibited symptoms of COVID-19 or who has tested positive for COVID-19.

PHYSICAL DISTANCING

Limiting face-to-face contact with others is the best way to reduce the spread of COVID-19. Cast and crew must practice physical distancing whenever possible. Physical distancing involves maintaining a distance of at least 6 feet from any other person at all times, except when doing so is incompatible with one's job duties (see below). Cast and crew should avoid congregating in groups. When practical, separate work locations into zones to facilitate physical distancing. Visible physical indicators (e.g., cones, duct tape or signage) marking 6 feet of distance should be placed in areas where people must congregate, such as crafts service, eating/meal areas, make-up and costume trailers.

Meetings

- Use phones, videoconferencing or similar technologies for meetings whenever possible. Avoid people gathering around a computer to watch together. Consider virtual production meetings whenever feasible.

Working Remotely (Telecommuting)

- On a temporary basis and without diminishing work opportunities, consider remote work/telecommuting opportunities for cast and crew. This should only apply to those who can perform their job duties effectively while working remotely/telecommuting.

Shared Workspaces

- To the extent possible, reduce crowding of all shared workspaces (e.g., production offices and shops) with a goal of keeping people 6 feet apart.
- In control rooms, editing rooms and other small spaces, if physical distancing cannot be

maintained, all individuals must wear face coverings and should practice hand hygiene.

TRAINING AND EDUCATION

- The Task Force recommends that training in the employer's COVID-19 plan to reduce infection risk be mandatory on or before the first day of employment.
- All employees should be educated about the signs and symptoms of COVID-19 as part of their training. People with COVID-19 have reported a wide range of symptoms, ranging from mild to severe. Signs and symptoms include the following:
 - Fever
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - New loss of taste or smell
- All employees should receive dedicated training on the following topics:
 - PPE, with a focus on safe donning and doffing
 - Hand washing, including proper techniques
 - Environmental cleaning and disinfection, including high-touch wipedown
 - Policies and procedures related to COVID-19 on set or in offices
 - Psychological impact of the crisis
 - Protecting yourself at home
 - Preventing cross-contamination
 - Post signage in all production workspaces where production activities occur, reinforcing training principles.

UNIQUE PRODUCTION-SPECIFIC CONCERNS - SPECIAL CONSIDERATIONS FOR CAST AND CREW WORKING IN CLOSE PROXIMITY TO PERFORMERS

The work of some cast and crew members (e.g., hair stylists, make-up artists, costume designers, costumers, wardrobe department personnel, sound technicians, property persons, studio teachers

and special effects technicians, etc.) may not be possible while maintaining physical distancing from others. The performers with whom they work may not be able to wear face coverings at all times, for example when make-up is being applied. Testing, contact tracing and task-specific controls such as the following shall be in place:

- Alter workspaces to permit physical distancing.
- Control the entrants to trailers and other workspaces.
- Allow sufficient work time to follow safety protocols.
- Cast and crew in close proximity must wear a face mask and/or face shield at all times and perform hand hygiene before and after the encounter.
- Additional protocols must be established before work of this nature could resume.

UNIQUE PRODUCTION-SPECIFIC CONCERNS - SPECIAL CONSIDERATIONS FOR PERFORMERS

The work of performers will frequently put them in close (less than 6 feet) contact with other performers or cast and crew including, for example, hair stylists, make-up artists, stunt coordinators, costumers and wardrobe personnel. Face coverings/masks may not be practical during many of these activities. Additionally, certain activities such as fight scenes or intimate scenes increase the risk of transmission.

- Whenever possible, performers shall practice physical distancing.
- When maintaining physical distancing is not possible (e.g., between a performer and make-up artist) and the performer cannot wear appropriate PPE, contact must be kept to the shortest amount of time possible, and the other cast or crew member must wear appropriate PPE and observe hand hygiene practices.
- When possible, adjust shooting schedules to minimize the amount of back-and-forth travel needed by performers.
- Visitors should be limited unless their presence is absolutely necessary.⁴ If visitors must come, they will be subject to the same guidance as cast and crew, including, but not limited to, symptom screening and/or temperature screening, and PPE requirements.
- When performers are in a holding area, waiting to be used in a production, employers and performers must adhere to the recommendations outlined herein, including recommendations regarding physical distancing and the use of PPE.

Personal Protective Equipment for Performers

- When it is possible to do so consistent with their job duties, performers shall wear appropriate PPE.

⁴ The parties agree that this means that individuals who have no business purpose for being on set should not visit the set.

- When wearing PPE is not possible, such as when a scene is being filmed or after make-up has been applied, the number of people with whom the performer is in close contact shall be minimized.
- As soon as possible after filming a scene, the performers shall put on their PPE and/or physically distance themselves.

Casting and Auditions

- Casting should be conducted virtually via self-tape, online video conference, or other applicable technology whenever possible.
- If that is not feasible, or for any additional calls or live sessions necessary, there must be a sufficient space large enough to accommodate 6 feet physical distancing in all directions. If performers will not be wearing PPE during an audition, a plexiglass partition or similar barrier between the performers and those observing the audition shall be provided by the employer and used and cleaned between performances along with any furniture, props etc.
- If no barrier is present, increase the physical space between those observing to those auditioning beyond the 6 feet physical distancing standard.
- No more than one individual auditioning at a time except for legitimate pairs (e.g., household members, domestic partners, roommates, living together for a minimum of 14 days or more prior to the audition).

Minors

As minors may have difficulty adhering to physical distancing, wearing PPE, and practicing hand hygiene, when not working, they should be relocated to a secure off-set location to the extent possible.

- Extra personnel on set with a minor are strongly discouraged and should be limited to a studio teacher and one guardian only.
- Visitors should be limited unless their presence is absolutely necessary.⁵ If visitors must come, they will be subject to the same guidance as cast and crew, including, but not limited to symptom screening and/or temperature screening, and PPE requirements.
- Physical distancing and face coverings should be used at all times on set, including in school areas.
- As studio teachers will need to interact with minors within 6 feet of distance, teachers should wear face coverings, practice frequent hand hygiene, and receive training on COVID-19 prevention. Whenever possible, remote schooling should be made available.
- PPE requirements and options may be modified for minors, especially those of tender

⁵ The parties agree that this means the individuals who have no business purpose for being on set should not visit the set.

years. Face coverings are not expected for minors under two years of age.

Animal Performers

There is presently no data to suggest that companion animals/pets such as dogs and cats serve as vector for transmission of SARS-CoV-2 to humans.

- Animal handlers/trainers should receive training on COVID-19 prevention and should follow all rules regarding physical distancing and PPE
- Animals should not be handled by others except those necessary for shooting a scene (i.e., no petting, cuddling, feeding). All those involved in touching animals should perform hand hygiene before and after.
- Other animals not involved in production such as personal pets should be kept off sets.

UNIQUE PRODUCTION-SPECIFIC CONCERNS - TRANSPORTATION

- Private (i.e., self-drives) or production-provided transportation to and from sets, offices and locations should be prioritized over mass transit/public transportation whenever possible. All drivers and passengers should wear face coverings and maintain social distancing to the extent possible. High-touch surfaces in vehicles shall be cleaned and disinfected frequently throughout the day.
- If neither private nor production-provided transportation is available or reasonably practical under the circumstances, public transportation may be used.
- At all times while in transit, cast and crew should wear face coverings per local public health guidance. Whenever it is reasonably possible to do so, cast and crew shall maintain a distance of at least 6 feet from the driver and other passengers, if any. Upon disembarking, cast and crew should promptly practice hand hygiene.
- If public transportation is used, travel should be arranged to avoid peak travel times, if practical.

UNIQUE PRODUCTION-SPECIFIC CONCERNS - SPECIAL CONSIDERATIONS FOR TRAVEL

Production travel presents multiple unique circumstances and challenges. Given the changing nature of the COVID-19 pandemic, individual countries are likely to have separate restrictions on travel to and from the United States. Individual states and counties will also have separate restrictions in their jurisdiction. Pandemic "hot spots" may change rapidly, necessitating alterations in plans. Cast and crew traveling for productions should be aware that, should circumstances change in the location, they may be subject to travel restrictions, including enforced quarantine.

- Minimize travel to the extent possible. When travel is necessary, attempt to minimize frequent back-and-forth travel.
- Identify local medical personnel in advance that could assist with care of cast and crew in

the event of COVID-19 symptoms.

- Production shall monitor local outbreaks and trends, including local public health guidance and restrictions on travel to and from the U.S., and keep cast and crew informed as appropriate.
- Whenever possible, those traveling for productions should not bring family members or other non-essential personnel.
- Air travel shall be booked only on airlines whose policies comply with the Federal Aviation Administration's regulations with respect to COVID-19.

UNIQUE PRODUCTION-SPECIFIC CONCERNS - SPECIAL CONSIDERATIONS FOR FILMING ON LOCATION

Filming on location can pose certain risks compared with shooting on a studio/stage set. Given the changing epidemiology of COVID-19, particular attention to current public health guidelines and outbreak hotspots is important.

Those responsible for selecting a location should take the following considerations into account.

- Provide adequate space, such as additional trailers, tents and eating space, during location filming to allow for physical distancing.
- Perform wipedown of high-touch areas at least daily.
- Minimize use of crowd scenes or street scenes when a controlled flow of people is not possible.

Outdoor Locations

- Prioritize locations where access can be secured and members of the production can be kept away from the general public when possible.
- The location shall provide sufficient space for performing planned production activities while adhering to physical distancing recommendations.
- Prioritize locations with access to hand-washing facilities. Provide ample mobile hand hygiene stations.
- If shooting in inclement weather, provide adequate shelter facilities such as tents to allow physical distancing of cast and crew.

Indoor Locations

- Productions should avoid locations that recently have been occupied or used by people who may have been infected with COVID-19, if possible.
- If an occupied private home or building location is required for shooting, the occupants should be asked about signs/symptoms of COVID-19 and should vacate the premises for proper cleaning and sanitizing prior to pre-production crew and production cast and crew

entering the facility.

- Productions shall select buildings that can be easily and effectively cleaned and that provide sufficient space for performing planned production activities while adhering to physical distancing recommendations. Locations with hand-washing facilities available should be prioritized.
- Allow adequate ventilation of indoor locations.

Scouting

Traditional, in-person location scouting is considered essential to the success of a production. However, given the need for physical distancing and minimizing entry into private spaces, consider alternative options.

- To the extent possible, location teams should pursue alternatives to traditional, in-person location scouting, such as creating virtual options including the use of photographs and digital scouting.
- Tech and director scouting should occur in small groups to the extent possible.
- All departments that provide assessments of scouting locations (environmental hazard assessment, engineering, etc.) as well as the location teams shall be trained in appropriate PPE use and provided sufficient PPE.
- Locations shall be prioritized during scouting that allow complete control of the site, including controlling access, ability to shut down the site for cleaning and high standards of hygiene.

APPENDIX A

The Producers and the IATSE acknowledge that certain principles should guide those who are resuming work in the motion picture industry with COVID-19 present in the community. In particular, advance planning, communication and training, adherence to sound cleaning and hygiene practices (including addressing ventilation and reducing the touching of surfaces), maintaining appropriate physical distancing and the use of personal protective equipment will all contribute to the maintenance of a safe working environment.

While no document can memorialize every practice that may be used to implement these principles safely and effectively, the practices described in this document are intended to provide points of consideration for operating in a safe work environment and are offered as examples of the ways those involved in motion picture production, pre-production and post-production can organize their work environments with these principles in mind. It is important to keep in mind that it may not be appropriate to utilize each and every practice in this document, depending on the circumstances. The COVID-19 Compliance Supervisor will determine in consultation with department heads or departmental operations the health and safety protocols that are necessary and appropriate for work, which may differ from those in this document.

Advance Planning, Communication and Training

Implementing advance planning, communication and training:

- Call sheets should contain contact information for the COVID-19 Compliance Supervisor(s), as well as a mechanism for anonymous reporting.
- Any employee that does not receive a call sheet shall otherwise be notified by the employer of the contact information for the responsible COVID-19 Compliance Supervisor(s), as well as a mechanism for anonymous reporting.
- The Union will be notified in advance when employees are being asked to return to a worksite that was shut down due to an outbreak of COVID-19 and shall be given the opportunity to address any concerns.

In the Costume Department:

- In-depth planning should be done in advance of shopping and pulling from rental houses. Delays at rental houses, retail stores, and in shipping items should be anticipated.
- It is desirable for cast to be booked as early as possible so that sizes can be obtained as early as possible.
- Advance planning should be employed to avoid overcrowding in costume and wardrobe areas.

In the Make-up and Hair Departments:

- Artists involved in quick changes and continuity re-sets shall plan their touch-up procedures before approaching the performer, including by consulting with the performer.

- Hair and make-up should be planned so as to minimize the amount of time an actor is required to remove PPE.
- Production should schedule make-up/hair tests to avoid overcrowding.

Cleaning and Hygiene

Implementing cleaning and hygiene practices:

- Companies should provide proper ventilation, with HVAC systems that are regularly inspected and clean filters. Where practicable, the employer shall make reasonable efforts to utilize air filters with a minimum MERV 13 rating, or, in the alternative, implement CDC recommendations on air filtration in buildings.
- After equipment and equipment carts are cleaned, they should be covered when not in use.
- Communal tools and equipment shall be regularly cleaned as appropriate.
- All food prep/styling should occur in a designated and exclusive area, with only necessary personnel having access.
- Any Property Person handling food on set must follow all required food handling hygiene requirements.
- All employees shall have access to a clean and water supply.
- A member of the camera crew should disinfect the eyepiece of a camera or any viewing mechanism before the eyepiece or viewing mechanism is used.
- Headsets, ear-pieces, IFB, hand mics and all communication equipment should be dedicated to a specific person or cleaned prior to a change in users.
- Shared workspaces shall be cleaned prior to each shift of work.

In the Costume Department:

- Personal clothing items used as costumes, or personal items of above-the-line personnel should not be prepped (e.g., steamed, ironed, etc.) without first being cleaned, if practical. Background actors who are asked to bring personal clothing to be used on camera must bring clean clothing.
- Costumes/outfits of each performer should be separated from those of other performers.
- All wardrobe items must be properly disinfected with appropriate EPA-registered disinfecting methods and supplies with a claim against SARS-CoV-2 before they are provided to a performer; however, items with unique cleaning requirements that cannot be disinfected with such methods or supplies will be cleaned in the customary manner before being provided to the performer.
- When dealing with items likely to be degraded by steam/hot washing, production may

"quarantine" the item for an appropriate period of time as an alternative disinfecting method.

- Members of the costume department must have clean hands to handle any costumes, accessories and other items.

In the Property Department:

- After a prop has been cleaned and prepared for use by a performer, only members of the property department will touch the item before it is used. If someone who is not a member of the property department touches the item after it has been prepared, it should be cleaned before being used by the performer.
- Set pieces, props and surfaces on which or with which performers are working should be cleaned before and after use.
- Applicable food safety protocols for COVID-19 prevention must be followed when preparing food and beverage items for use on set.
- Stunt department or other appropriate personnel should disinfect stunt mats between users, per manufacturer protocols.
- Members of the property department must have clean hands to handle any costumes, accessories, props and other items.
- Stunt body pads should be assigned for use by a single stunt performer or cleaned before being assigned to another stunt performer. A stunt performer may choose to bring his/her own stunt body pads for his/her own use on a production.

In the Make-up and Hair Departments:

- Special attention shall be given to ensuring proper ventilation in hair and make-up workspaces.
- Schedule time to perform applicable disinfecting protocols between performers.
- Wash hands in accordance with CDC-recommended guidelines before and after working on each individual's hair or make-up.
- When practical, professional tools such as brushes and applicators should be assigned to one performer and not used for anyone else. Disposable tools should be utilized whenever possible. After each use, non-disposable hairbrushes, combs and make-up brushes should be cleaned with appropriate disinfecting solutions. All supplies for performers should be kept in individual cast bags.
- A disposable or washable palette for each performer should be used to mix foundation, powders, lipstick, or other compounds.
- *In the Make-up and Hair and Sound Departments:*
- Transmitters and lav mics will be disinfected before and after each use.

- Transmitters will be labeled to identify the individual user.
- Lav mounting components that cannot be thoroughly cleaned will be replaced.

Use of Personal Protective Equipment

Examples of practices surrounding the use of personal protective equipment:

- Employees should label PPE with their name when doing so does not interfere with the efficacy of the PPE.
- Passenger vans should have signs indicating mandatory PPE use.
- Employees shall wear appropriate PPE at all times on the job site, except when eating, drinking or when job duties prevent them from doing so.

In the Make-up and Hair Departments:

- Full PPE must be worn by hair and make-up artists at all times while in proximity of performers (i.e., masks and face shields, gloves as appropriate).

Physical Distancing

Examples of the implementation of physical distancing:

- When individual or rental cars are being utilized, crew members shall not transport other members of the crew, except that crew members may transport other members of the crew who reside with them.
- Whenever possible, crew members should maintain the same vehicle seat for the duration of the trip and for any return or subsequent transportation.
- When working in trucks, "bullpen style" offices or other confined spaces, efforts should be made to maintain social distancing. Consider using plexiglass to create individual workspaces, if appropriate.
- When possible, visible physical indicators (e.g., cones, duct tape, signage) shall be placed in areas where employees stand in line to mark six feet of distance.
- Plans for sheltering during inclement weather should be designed to ensure proper social distancing.
- Consider using remote monitoring, remote focus, remote head and other technologies that facilitate operating at a distance.
- Consider using zoom lenses when appropriate to minimize traffic around the camera and to avoid "stacking" when using multiple cameras.

In the Costume Department:

- Whenever possible, performers should maintain appropriate physical distancing from other performers and costume staff when receiving a costume or item.

In the Property Department:

- Consider whether show-and-tell of a property should be done virtually (e.g., by photos) or at a dedicated table separate from the main property storage area.