

**COVID-19 RETURN TO WORK AGREEMENT  
AS OF JULY 19, 2021  
WITH DGA, IATSE, SAG-AFTRA AND TEAMSTERS/BASIC CRAFTS**

This Agreement is divided into two parts:

The terms of Part I are applicable to work performed:

1. outside of the United States and Canada; and
2. within the United States or Canada in a metropolitan area (or county, if there is no metropolitan area) or Province, as applicable, which:
  - a. has met the two-part test for confirmed transmission rate (Rt) and number of new cases of COVID-19 per 100,000 described in Item 1.e.i of Part II (page 47) (the “Escalation Triggers”); and
  - b. has not subsequently met the two-part test for confirmed transmission rate (Rt) and number of new cases of COVID-19 per 100,000 described in Item 1.e.ii of Part II (page 47) (the “De-Escalation Triggers”).

Part I consists of pages 4-44 as well as Exhibit A (pages 88-95), with the exception of those portions of Exhibit A on page 93 that apply only to Part II, and Appendix A (pages 96-100).

The terms of Part II are applicable to work performed within the United States or Canada in a metropolitan area (or county, if there is no metropolitan area) or Province, as applicable, which:

1. has not met the Escalation Triggers; or
2. has met the Escalation Triggers, but has subsequently met the De-Escalation Triggers.<sup>1</sup>

Part II consists of pages 45-87 as well as Exhibit A (pages 88-95), with the exception of those portions of Exhibit A on page 92 that apply only to Part I, and Appendix A (pages 96-100).

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<sup>1</sup> Notwithstanding the above, productions in the Los Angeles metropolitan area are subject to the protocols in Part I as of the effective date of this Agreement. Should the Los Angeles metropolitan area meet the De-Escalation Triggers, productions in the Los Angeles metropolitan area may adopt the protocols described in Part II.

This Agreement is entered into as of July 19, 2021 by and between:

The Directors Guild of America (“DGA”), on the one hand, and certain Companies represented by the Alliance of Motion Picture and Television Producers (“AMPTP”) that are signatory to the 2020 Basic Agreement and 2020 Freelance Live and Television Tape Agreement and Netflix Productions LLC, on the other hand;

The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (“IATSE”) on behalf of itself and its Locals in North America, on the one hand, and certain Companies represented by the AMPTP that are signatory to the agreements referenced in Item 1.b. below, Netflix Productions, LLC and Netflix Animation, LLC, on the other hand;

The Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”), on the one hand, and certain Companies represented by the AMPTP that are signatory to the 2020 Codified Basic Agreement, the 2020 Television Agreement, the 2020 Television Animation Agreement and the 2020 Basic Cable Animation Agreement, Netflix Productions, LLC, Netflix Animation, LLC and NF Voices, LLC on the other hand;

The “Basic Crafts Unions” (which comprise Studio Transportation Drivers, International Brotherhood of Teamsters (“Teamsters Local #399”); International Brotherhood of Electrical Workers, Local #40 (“IBEW Local #40”); United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #78; Southern California District Council of Laborers and its affiliate, Studio Utility Employees, Local #724 and Operative Plasterers and Cement Masons International Association of the United States and Canada, Local #755 (“OPCMIA, Local #755”)), on the one hand, and certain Companies represented by the AMPTP that are signatory to the 2018 agreements (and their successor agreements) with each of the Basic Crafts Unions that are referenced in Item 1.b. below, Apple Studios LLC, Netflix Productions, LLC and Netflix Animation, LLC on the other hand; and

Theatrical Drivers and Helpers, Local Union #817, International Brotherhood of Teamsters (“Teamsters Local #817”), on the one hand, and certain Companies represented by the AMPTP that are signatory to the agreements referenced in Item 1.b. below and Netflix Productions, LLC, on the other hand.

The Companies referenced above are each hereinafter referred to as the “Producer” or collectively as the “Producers.” The other parties referenced above are each hereinafter referred to as the “Union” or collectively as the “Unions.” Together, the Producers and Unions 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 Producers, Unions and every employee, at all

levels of the production. The Producers 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 employees covered under this Agreement, as well as executives and producers who come into contact with such employees, 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 has safely resumed and will continue to be safe.

**RETURN TO WORK AGREEMENT**  
**PART I**

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 July 19, 2021 and extend to and include September 30, 2021.

The terms of this Part I<sup>2</sup> are applicable only to work performed: (1) outside the United States and Canada; and (2) within the United States or Canada in a metropolitan area (or county, if there is no metropolitan area) or Province, as applicable, which (a) has met the two-part test for confirmed transmission rate (Rt) and number of new cases of COVID-19 per 100,000 described in Item 1.e.i of Part II (page 47) (the “Escalation Triggers”) and (b) has not subsequently met the two-part test for confirmed transmission rate (Rt) and number of new cases of COVID-19 per 100,000 described in Item 1.e.ii of Part II (page 47) (the “De-Escalation Triggers”). Otherwise, for work performed within the United States or Canada, the applicable terms shall be those in Part II 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 availability of effective vaccines for COVID-19. The parties may mutually agree to terminate this Agreement prior to September 30, 2021 if warranted by the circumstances.

- b. ***Scope:*** The provisions of this Agreement apply to all employees employed under the Agreements listed below, unless specified otherwise.

DGA Basic Agreement and DGA Freelance Live and Television Tape Agreement;

SAG-AFTRA Codified Basic Agreement, SAG-AFTRA Television Agreement, SAG-AFTRA Television Animation Agreement and SAG-AFTRA Basic Cable Animation Agreement;

All collective bargaining agreements that a Producer has with the IATSE or an IATSE Local Union for motion picture production throughout North America;

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<sup>2</sup> Part I consists of pages 4-44 as well as Exhibit A (pages 88-95), with the exception of those portions of Exhibit A on page 93 that apply only to Part II, and Appendix A (pages 96-100).  
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All collective bargaining agreements that a Producer has with a Teamster Local Union for motion picture production throughout the United States (including any individual agreements covering New Media productions);

Agreement between Producer and IBEW Local #40;

Agreement between Producer and OPCMIA, Local #755;

Agreement between Producer and Southern California District Council of Laborers and its affiliate, Studio Utility Employees, Local #724; and

Agreement between Producer and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local #78.

This Agreement contains the entire agreement and understanding among the parties with respect to the temporary modifications to such agreements that are necessary in light of COVID-19. It is understood that no further action on the part of the Producer is necessary before engaging and/or returning individuals to work under the Agreements referenced above.

The parties intend this Agreement to address the subjects covered in the White Paper. In some instances, the parties have agreed to incorporate portions of the White Paper. (See Item 19 below.) In other instances, the parties have negotiated additional or different provisions in this Agreement regarding subjects covered by the White Paper.

- c. ***Enabling Clause:*** On a case-by-case basis, one or more Producers 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(s) or the Producer(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.
- d. When a company that is related to or affiliated with a Producer signatory to one of the collective bargaining agreements described in Item 1.b. above produces a motion picture under the terms of that collective bargaining agreement, that company shall also be bound by this Agreement.

2. **COVID 19 Vaccination**

a. Mandatory Vaccination

Where permitted by law, a Producer may implement a policy providing that the following individuals<sup>3, 4</sup> must be fully vaccinated against COVID-19 as a condition of employment and/or prior to entering the workplace, subject to reasonable accommodations as required by law for individuals who cannot be vaccinated due to disability or a sincerely held religious belief, practice, or observance:

- i. “Zone A” employees (as defined in Item 3.a.ii.(1) below),<sup>5</sup> provided that the FDA has approved or authorized vaccines for use for individuals in the employee’s age group and the approved or authorized vaccines are generally available to individuals in the employee’s age group;<sup>6</sup> and
- ii. Studio Teachers and any other individuals who come into close contact with minors.

It is understood that a Producer may implement such a policy for the employees described above on a production by production basis. Employees shall be provided with a reasonable period of time not to exceed one week from the effective date of this Agreement to schedule a vaccination appointment and receive a first vaccination, and thereafter six (6) weeks from the date of the first vaccination to become fully vaccinated. In jurisdictions where vaccinations are not available or where Government restrictions prevent Employees from receiving a first or second vaccination within the allocated time period, Employees will satisfy the provision by making their best efforts to get fully vaccinated.

A Producer that intends to implement such a policy must notify the applicable Unions/Guilds as soon as practicable prior to implementation.

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<sup>3</sup> A Producer which owns a studio facility may contact the applicable Union(s) to discuss implementation of a mandatory vaccination policy for Union-represented back lot employees, based on the circumstances of their employment.

<sup>4</sup> A Producer may contact IATSE Local #700 to discuss implementation of a mandatory vaccination policy for Local #700-represented employees, based on the circumstances of their employment. A Producer may also contact IATSE Local #871 to discuss implementation of a mandatory vaccination policy for Writers’ Room Assistants and/or Script Coordinators represented by Local #871, based on the circumstances of their employment.

<sup>5</sup> With respect to drivers who are “Zone A” employees who operate vehicles conveying cast and “cast drivers,” the Director of the Motion Picture Division of the Teamsters and the Secretary-Treasurer of Teamsters Local #399 shall use their best efforts to ensure that fully vaccinated drivers are made available for those positions.

<sup>6</sup> As of July 19, 2021, this refers to individuals who are 12 years of age or older.

b. Vaccination Status

- i. To be considered “fully vaccinated” for purposes of this Agreement, the Producer must verify that an individual received a full course of vaccination using a vaccine approved or authorized for use by the United States Food and Drug Administration (“FDA”) and has passed the applicable waiting period for developing immunity using that vaccine, as recommended by the United States Centers for Disease Control and Prevention (“CDC”).<sup>7</sup>
- ii. A Producer may only inquire regarding a prospective employee’s COVID-19 vaccination status as follows:
  - (1) On a production that has implemented a mandatory vaccination policy applicable to the position for which the prospective employee is being considered, the Producer may only ask the prospective employee to respond in the affirmative or negative as to whether he/she is fully vaccinated or has a disability or sincerely held religious belief that prevents vaccination until such time as an offer of employment is made. Any offer of employment made to a prospective employee who answers in the affirmative is conditioned on the prospective employee providing proof of vaccination as described below or, if applicable, verification of the prospective employee’s disability or sincerely held religious belief and a determination that a reasonable accommodation can be made for the prospective employee following an interactive process to identify accommodation options that do not pose an undue hardship on the Producer.
  - (2) On a production that has not implemented a mandatory vaccination policy (or when the prospective employee will not be working in a position that is subject to a mandatory vaccination policy), the Producer may not inquire regarding a prospective employee’s COVID-19 vaccination status prior to making an offer of employment. The Producer may require the prospective employee to disclose his/her vaccination status after an offer of employment is made but before commencement of employment (e.g., at the time of a pre-employment COVID-19 test), provided that the offer of employment is not contingent on whether or not the prospective employee is fully vaccinated.
- iii. A Producer may require a current employee to disclose the current employee’s vaccination status.

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<sup>7</sup> As of July 19, 2021, the waiting period is 14 days following a second shot for the Pfizer and Moderna vaccines, and 14 days following a single shot for the Johnson & Johnson vaccine.

- iv. To verify vaccination status, the Producer shall require individuals to provide one of the following types of proof of vaccination:
  - (1) A digital vaccination card or proof of vaccination as reflected on a passport system sanctioned by the government (e.g., New York's Excelsior Pass), a system maintained by the vaccination provider or a system that verifies an individual's vaccination status against government records; or
  - (2) Production of a physical vaccination card, a copy of a physical vaccination card, or an upload of the physical vaccination card.

Producer must maintain documentation of employees' vaccination status securely and such documentation will be available only to those with need to know.<sup>8</sup> Individuals who do not provide verification of their vaccination status as provided above will be treated as not fully vaccinated.

- v. Producer shall establish a system by which an employee's entitlement to work under protocols applicable to vaccinated persons will be clearly and visibly identified while working so that the terms of this Agreement may be properly administered by the COVID Compliance Supervisor.

3. **Health Screening:**

The following applies to all employees other than those who work exclusively remotely:

a. ***Testing:***

- i. *Pre-Employment:* Prospective employees shall be tested for COVID-19 prior to the start of employment as follows:

The employee shall 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. If it is not viable to obtain the result of the lab-based PCR diagnostic test prior to the start of employment, the employee shall also undergo a rapid test or an antigen test (using one of the mutually agreed-upon antigen tests as provided in Item 3.a.iv. below) within forty-eight (48) hours of the start of employment (which may be conducted on the same day as the lab-based PCR diagnostic test). The results of the rapid test or antigen test 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

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<sup>8</sup> All parties to this Agreement reserve their respective positions regarding the Unions' entitlement to receive information on employees' vaccination status under the National Labor Relations Act and/or their respective collective bargaining agreements.



time on the immediately preceding Friday. With respect to three-day holiday weekends, a pre-employment test is also timely if a prospective employee is tested at any time on the immediately preceding Thursday in the case of a prospective employee scheduled to start work on a Monday (when the holiday is on a Friday), or Friday in the case of a prospective employee scheduled to start work on a Tuesday (when the holiday is on a Monday).

Notwithstanding the foregoing, the Producer need not conduct a pre-employment test if the employee has been tested by a Producer within forty-eight (48) hours prior to starting work for the Producer, and the test yielded a negative result.<sup>9</sup> 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 seventy-two (72) hours prior to the employee's start of work. If the test was conducted by a different Producer, the employee must provide sufficient documentation establishing the time and result of the test.

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

It is understood that offers of employment are contingent on the prospective employee undergoing pre-employment test(s) required by the Producer which yield(s) a negative result,<sup>10</sup> with the exception of individuals whom the Producer travels by air within the United States or Canada prior to conducting, and/or obtaining the results of, the pre-employment COVID-19 test, who shall be considered employed in accordance with the terms of the applicable collective bargaining

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<sup>9</sup> In addition, a pre-employment test is not required for: (1) employees at facilities who returned to work prior to the effective date of this Agreement without a pre-employment test, and who continue to work during the term of this Agreement; and (2) performers employed for a voiceover, ADR or looping 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 longer than fifteen (15) minutes.

<sup>10</sup> This provision is not intended to alter terms of any existing engagement (as defined in Section 4.A. of Schedule A, Section 6.B. of Schedules B, C and K-II, and Section 3.A. of Schedules H-I and K-I of the SAG-AFTRA Codified Basic Agreement) 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 Producer'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.

agreement, but under no circumstances later than the date of travel unless the terms of the individual's personal services agreement treats the individual as employed at an earlier date, in which case the earlier date in the personal services agreement will apply. A prospective employee who undergoes the requisite pre-employment test(s) shall be considered "employed" if the test(s) yield(s) a negative result. However, the employee may also be required to complete a Health Assessment Survey and/or to conduct a temperature check in accordance with instructions supplied by the Producer before he/she starts his/her first day of work. If the Producer instructs an employee with the requisite negative COVID-19 test result(s) to stay home on his/her first day of work based on the results of a temperature check and/or Health Assessment Survey, the employee will be paid 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 provisions in Item 8 below. Item 8.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 as follows:
  - (A) Employees who are fully vaccinated shall be tested 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. If the production is using "pool testing," as described in Item 3.a.ii.(5) below, at least one test per week must be a lab-based PCR diagnostic test that is not pool tested. The remaining tests required in that week may be pool tested lab-based PCR, rapid, or antigen tests (using one of the mutually agreed-upon antigen tests as provided in Item 3.a.iv. below).
  - (B) Employees who are not fully vaccinated shall be tested 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. If the production is using "pool testing," as described in Item 3.a.ii.(5) below, at least one test per week must be a lab-based PCR diagnostic test that is not pool tested. The remaining tests required in that week may be pool tested lab-based PCR or rapid tests.

Alternatively, employees who are not fully vaccinated may be tested at least four (4) times per week, with at least one test per week being a lab-based PCR diagnostic test and the remainder of the tests being antigen tests (using one of the

mutually agreed-upon antigen tests as provided in Item 3.a.iv. below). The results of the tests must be returned within forty-eight (48) hours.

The parties agree that it may be necessary to conduct additional testing of performers or background actors and crew involved in production of scenes that require close or intimate contact or extreme exertion.

“Zone A” consists of (A) all performers and background actors working on set; and (B) all employees who are present in a workspace with a performer or background actor while the performer or background actor 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 seventy-two (72) 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 or antigen tests.

A Producer 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 took a pre-employment test which yielded a negative result; or (B) the performer is employed for a voiceover, ADR or looping 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 longer than fifteen (15) minutes.

- (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 which 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 or background actor while the performer or background actor is not wearing PPE, all Zone B employees while they work during prep, and employees who work in any other area where the production has a footprint that is not an area where “Zone C” or “Zone D” employees work.

- (3) During employment, “Zone C” employees shall be tested for COVID-19 at least once every two (2) weeks using a lab-based PCR diagnostic test. The Producer will give good faith consideration to staggering testing of “Zone C” employees, so that one-half of the “Zone C” employees on a production is tested in one week, and the other half is tested in the following week. The results of the test must be returned within forty-eight (48) hours.

“Zone C” consists of those employees who:

- (A) are able to wear PPE at all times while working;
- (B) only work with other employees who are also able to wear PPE at all times while working;
- (C) are not required to be within (6) feet of other individuals for longer than fifteen (15) minutes while working (provided that if the local governmental authority has issued guidelines with a more stringent time/distance standard for determining when individuals come into “close contact” with other individuals for purposes of COVID-19 contact tracing, the standard in such guidelines shall apply instead); and
- (D) do not come into contact with “Zone A” or “Zone B” employees in the course of their work, unless both the Zone “A” or “Zone B” employee and the “Zone C” employee are wearing PPE at all times and do not come within six (6) feet of each other for longer than fifteen (15) minutes; provided, however, “Zone C” employees may not enter “Zone A” or “Zone B” when “Zone A” or “Zone B” employees are present unless they have tested negative in accordance with the procedures set forth below.

Producer shall provide the Union(s) representing “Zone C” employees with a list of “Zone C” employees on the production prior to the start of their employment. If any Union has any objections to the characterization of an employee as a “Zone C” employee, it may contact the Producer to discuss whether such employee should instead be considered a “Zone B” employee.

A “Zone C” employee may not go to a “hot” set or other area where “Zone A” or “Zone B” employees are present at work unless he/she has tested negative within forty-eight (48) hours prior to entry using a lab-based PCR diagnostic test. Alternatively, the “Zone C” employee may undergo a rapid test within forty-eight (48) hours prior to entry; such test must be negative.

(4) “Zone D” employees do not require periodic testing after a pre-employment test. “Zone D” consists of employees who meet the requirements for a “Zone C” employee listed in Item 2.a.ii.(3)(A)-(D) above and are employed in one of the following classifications:<sup>11</sup>

- (A) Local #600 (Publicists) – All classifications, except for Unit Publicists.
- (B) Local #695 – All projection personnel, all post-production personnel and any employee employed on animated motion pictures.
- (C) Local #700 (Post-Production) – All classifications when employed at a facility and/or in the archive department, or when employed on animated motion pictures.
- (D) Local #700 Screen Story Analysts – All classifications.
- (E) Local #700 Lab Technicians – Still lab and film vault personnel.
- (F) Local #700 Warner Bros. Advanced Media Services (Film Archives) – All classifications.
- (G) Local #705 – The following classifications when employed at a costume department house or studio wardrobe department and/or in the archive department:

- Costume Department Foreperson
- Costume Department Supervisor
- Costumer Keyperson
- Costumer Entry Level
- Checkers
- Stock Clerk
- Table Person
- Figure Maker

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<sup>11</sup> A Producer which owns a studio facility shall contact the applicable Union(s) to discuss testing for Union-represented back lot employees hired to work in a classification other than those listed above, based on the circumstances of their employment. Union-represented back lot employees who returned to work at a Producer-owned studio facility prior to the effective date of this Agreement without periodic testing may continue to work without periodic testing until an agreement is reached between the Producer and the Union(s), even if they are not employed in one of the listed classifications.

Head Dyer  
Beader  
Cleaner  
Finisher  
Workroom Apprentice

- (H) Local #800 (Set Designers and Model Makers) – All classifications, unless required to work with the shooting crew.
- (I) Local #800 (Illustrators and Matte Artists) – All classifications.
- (J) Local #800 (Scenic, Title and Graphic Artists) – All classifications.
- (K) Local #839 – all classifications.
- (L) Local #871 – Script Coordinators and Writers' Room Assistants.

A “Zone D” employee may not go to a “hot” set or other area where “Zone A” or “Zone B” employees are present at work unless he/she has tested negative within forty-eight (48) hours prior to entry using a lab-based PCR diagnostic test. Alternatively, the “Zone D” employee may undergo a rapid test within forty-eight (48) hours prior to entry; such test must be negative.

- (5) The parties agree that "pool testing" may be used for periodic testing for employees in Zones A and C, except that for Zone A employees, at least one test per week must be a lab-based PCR diagnostic test that is not pool tested, while the remaining tests required in that week may be pool tested. Where pool testing is permitted, it must comply with the then-current FDA authorization for pool testing, and in no case may the pool contain more than eight (8) samples. If a pool tests positive, the entire pool is presumed to be positive until each specimen in the pool is retested individually to determine which individual(s) are positive. The sample collected for the pool test must be sufficient such that a second PCR test may be conducted without collecting another sample, to be used if the pool tests positive. "Pool testing" refers to combining samples from several people and conducting one laboratory test on the combined pool of samples to detect the presence of SARS-CoV-2, the virus that causes COVID-19.
- (6) If an employee tests positive for COVID-19, the Producer 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 employee(s) (e.g., testing, quarantine or self-isolation) who have been exposed to the employee who tested positive. The employee(s) who was (were) exposed to the employee who tested positive shall also comply with those guidelines.

- (7) Consistent with current CDC guidelines, Producer 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.
- (8) Failure to obtain a test result within the requisite period shall not prevent any employee from continuing to work, so long as one of the following conditions is met:
  - (A) The employee has taken a rapid test and received a negative result within the past twenty-four (24) hours; or
  - (B) The employee 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:* Employees who are required to travel by air within the United States and Canada shall be tested for COVID-19 in accordance with any laws and/or rules and regulations for air travel applicable to the jurisdiction of origin and destination, as well as any applicable rule(s) of the airline(s). Employees who are required to travel by air to/from a location outside the United States and Canada shall be tested and the test results shall be returned before the flight pursuant to any rule(s) of the airline(s), but in no case shall such employees be tested more than seventy-two (72) hours before the flight.

Otherwise, COVID-19 testing in connection with air travel shall be within the Producer's reasonable discretion.

- iv. *Types of Tests and Consent to Testing:* When testing employees, Producers shall use diagnostic tests that test for the virus that causes COVID-19, which does not mean and shall not include antibody tests. Employers may only use antigen tests where expressly authorized to be used by this Agreement and only those tests that are mutually agreed upon by the parties.<sup>12</sup> When an Employer utilizes antigen testing pursuant to this Agreement, the Employer shall immediately re-test any Employee who tests positive with a lab-based PCR test to confirm the results of the antigen test. In the event the lab-based PCR test returns a negative result, the lab-based PCR test shall be controlling. Alternatively, the Employer shall immediately re-test the employee using another antigen test. If the second antigen test returns a positive result, the employee shall be considered to have tested positive for COVID-19. If the second antigen tests returns a negative result, the employee shall be re-tested using a lab-based PCR test. The results of the lab-based PCR test shall be controlling.

Testing may be done on- or off-site. Test results shall be provided to the employee. Prior to being tested, employees may be required to sign consent forms for the test and disclosure of test results. The 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 Unions agree to make best efforts to assist the Producer in obtaining such consent forms from the employees 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 Producer and the Unions 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 an employee is flying from or to such a jurisdiction, the Producer shall comply with the foregoing testing requirements to the extent permissible by law. In the event that such circumstances arise, the Producer shall contact the Unions to notify them of the limitations imposed by the jurisdiction and the parties shall discuss

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<sup>12</sup> As of July 19, 2021, those tests are: Sienna Clarity (Salofa Oy), CareStart (Access Bio) and BinaxNow (Abbott Diagnostics). The parties may mutually agree to additional antigen tests during the term of this Agreement.



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. Employees 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 9 below for payment during quarantine prior to start of production or in connection with a move in production location.)
- viii. A Producer may implement more stringent testing protocols than those detailed in this Agreement.

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

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

c. ***Temperature Checks:***

- i. Employees may be subject to temperature checks, to take place at least once per day.
- ii. If a Producer elects to utilize temperature checks, the following shall apply:

Employees 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 an employee 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 his/her temperature checked again. If the employee does not pass the second temperature check, he/she will be denied entry to the premises and will be directed to contact his/her healthcare provider. No payment is due for time that an employee spends undergoing a temperature check at the entrance to the work site. Employees who are denied entry to the premises due to a failed temperature check will be paid pursuant to 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.

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

- i. An employee or prospective employee, other than a background actor, who travels outside his/her home to undergo a test on a day in which the individual does not work for Producer shall receive a stipend (no fringe) of two hundred fifty dollars (\$250.00) (\$250.00 CAD, if applicable). A background actor shall receive a stipend of one hundred dollars (\$100.00) (\$100.00 CAD, if applicable), which shall be subject to pension and health contributions only if the background actor is ultimately employed by the Producer 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 a Producer elects to require the employee to complete start paperwork on a day when the employee does not work.

An employee or prospective employee who undergoes a test at home on a day in which the individual does not work for the Producer shall receive a stipend of twenty dollars (\$20.00) (\$20.00 CAD, if applicable).

However, no stipend is due if the employee is otherwise 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). Also, no stipend is due to a Director of a theatrical motion picture, a Schedule F performer or a series contract performer, or a prospective employee who is hired after undergoing testing but who fails to report to work. Producer may individually negotiate payment with IATSE employees employed in the jurisdiction of the IATSE Basic Agreement or from within the geographical jurisdictions of the IATSE Area Standards Agreement or IATSE New York Local Agreements (*i.e.*, Locals #52, #161, #764, #798 and USA 829) who perform work outside the limits of the United States, its territories and Canada.

- ii. An employee 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 employee also does work for Producer shall be paid an additional one-tenth (1/10) of an hour. Once the employee's engagement has commenced, if the Producer instructs the employee not to report to work based on the results of the temperature check and/or Health Assessment Survey, the employee will receive paid sick leave for that day pursuant to 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.

The foregoing does not apply to employees employed on an “on-call” basis, employees employed under the DGA Basic Agreement or FLTFA, series contract performers, performers employed under Schedule F and stunt coordinators employed under Schedule K-III.

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 an employee spends undergoing health screening procedures after reporting to work shall be considered work time.

e. ***Notice to Unions of a Positive Periodic Test Result***

To assist the Unions in fulfilling their role as the collective bargaining representatives of employees covered by this Agreement, and so that they may respond to member inquiries about positive test results on a production on which the member is employed, the Producer shall notify the Unions 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 individuals 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, Producer may include in the notice other information with regard to the positive test result(s).

The DGA, IATSE, SAG-AFTRA, the Basic Crafts and Teamsters Local #817 shall each provide the Producers with contact information for the individual designated to receive notice on behalf of each respective Union. The IATSE's designee shall accept notice on behalf of the IATSE and all IATSE Locals covered by this Agreement, and the Basic Crafts' designee shall accept notice on behalf of all the unions that comprise the Basic Crafts Unions.

The following is a sample notice that may be used under this provision and can include additional information, if known:

"To: DGA, IATSE, SAG-AFTRA, Basic Crafts and Teamsters Local #817

"This notice is to advise you that [#] individuals employed on [name of production] in Zone [A/B/C] returned a positive test result for COVID-19 on [date] ."

4. **Implementation of Work Groups to Limit Contact and Movement**

Each Producer 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 and background actors, who cannot or are not required to 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 3.a. 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.

The foregoing does not apply to employees employed on animated motion pictures.

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

a. COVID-19 Compliance

- i. The Producer shall designate a COVID-19 Compliance Supervisor who is responsible for COVID-19 safety compliance and enforcement on each production. The COVID-19 Compliance Supervisor may be assigned to oversee COVID-19 safety compliance and enforcement on one or more productions. At the Producer’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. A Producer 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 Producer shall designate a COVID-19 Compliance Supervisor to be responsible for COVID-19 safety compliance and enforcement at the Producer’s premises where employees are employed on animated motion pictures. 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 a Producer may refer to the individual who performs these functions by a different title.

With respect to live action 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 a Producer to engage an additional individual on the production.) Because employees 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. With respect to animated 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 Producer's premises during regular business hours, which may include "roaming" various locations, depending on where his/her physical presence is most needed.

The parties further agree that the COVID-19 Compliance Supervisor or a member of the compliance team can adequately monitor and enforce COVID-19 safety protocols without a constant physical presence on certain productions such as multi-camera dramatic series and non-dramatic productions (*e.g.*, quiz and game shows, talk shows, etc.), or when activity on the production is limited (*e.g.*, second unit work, green screen work, etc.) In those situations, the Compliance Supervisor or a member of the compliance team shall be physically present on the production, but the determination of the extent of that presence shall be reserved to the good faith judgment of the Compliance Supervisor.

- ii. The Producer 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 Producer's COVID-19 health and safety protocols and procedures) to the Producer's safety department (or, if the Producer 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 Producer's safety executives, Labor Relations) to address the concern.

The COVID-19 Compliance Supervisor 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 Producer'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 on 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 his/her designee shall provide training to the UPM, First AD/Key Stage Manager and other department heads, so that they can assist in the execution of the COVID-19 Compliance Supervisor's directives with respect to employees under their supervision. In the event that any individual believes that there has been a violation of the Producer's COVID-19 health and safety protocols, he or she should report the matter to his/her 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 Producer's safety hotline or, if there is none, the individual designated at the start of the production to receive those reports.

No employee 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 employee exposed to a clear and present danger to life or limb relating to COVID-19.

- c. Producer shall hire additional staff as it deems necessary to work under the COVID-19 Compliance Supervisor's supervision and assist in carrying out his/her duties. A Producer may elect to hire an employee from a classification represented by the IATSE, Teamsters, Basic Crafts Unions or DGA to perform both COVID-19 compliance and enforcement duties and work covered by one of the agreements referenced in Item 1.b. above ("bargaining unit work"), provided that the employee is hired in addition to the regular complement of crew on the production. Employees so hired shall be covered by the applicable collective bargaining agreement and subject to the minimum terms and conditions applicable to the classification in which the employee is engaged. During the course of the workday, the employee may be assigned to perform COVID-19 compliance and enforcement duties and/or bargaining unit work, the extent and duration of such duties being at the Producer's discretion.

It is understood that employees who are part of the regular complement of crew may perform duties related to COVID-19 compliance and enforcement that are incidental to the employee's bargaining unit work and do not interfere with the employee's performance of bargaining unit work.

The Unions agree that the assignment of COVID-19 compliance and enforcement duties to members of their respective bargaining units is on a non-exclusive basis and without any requirement for additional minimum compensation, and that Producers' practices in so assigning such duties shall not create exclusive jurisdiction or binding practice to assign any portion of such work to employees represented by any Union.

The COVID-19 Compliance Supervisor may make recommendations to the Producer regarding the level of staffing required within his/her 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 his/her direct supervision.

- d. The COVID-19 Compliance Supervisor or his/her designee will provide instruction to employees on COVID-19-related protocols as needed.
- e. The Producer 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.

6. **Training:**

a. ***COVID-19 Health and Safety Protocol Training:***

Successful completion of COVID-19 training shall be a condition of employment for all employees. A Producer may require employees to complete the industry-wide "C19" COVID-19 Training course or may instead provide employees with its own COVID-19 training course covering material that is substantially similar to the material covered in the industry-wide "C19" COVID-19 Training course.

An employee employed in a classification for which a roster or Qualification List exists must complete the industry-wide "C19" COVID-19 Training course as a requirement for initial and continued placement on the roster or Qualification List.

COVID-19 training courses 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 a COVID-19 training course via bulletins or briefings at daily safety meetings.

- b. ***Compensation for Time Spent Training:*** Each employee who is directed by a Producer to take the industry-wide "C19" COVID-19 Training course, or who takes the industry-wide "C19" COVID-19 Training course for purposes of initial or continued placement on a roster or Qualification List, 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 employee 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. Time spent attending a Producer-specific training course will be treated as work time and paid accordingly.

7. **Personal Protective Equipment**

- a. Producers shall provide all employees with face masks. Such masks are to be worn by employees who are not fully vaccinated at all times on the job site, except when eating, drinking, or when their job duties prevent them from doing so. Fully vaccinated employees are to wear face masks at all times while riding in a vehicle with others and when working indoors (except when eating, drinking, or when their job duties prevent them from doing so).
- b. Employees 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 upon request be provided with a face shield or goggles in addition to a face mask.
- c. The face masks, 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. Employees who wish to bring and utilize their own face masks, face shields and/or goggles may do so, provided that the COVID-19 Compliance Supervisor or his/her designee approves in advance.

A Producer may implement a reasonable policy regarding personal protective equipment that is more stringent than the above protocols when the Producer does so for the purpose of maintaining a safe working environment.

8. **Temporary COVID-19 Paid Sick Leave**

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

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

The end of the employee’s guaranteed employment period, provided that, for purposes of determining temporary COVID-19 paid sick leave, this



period shall include the number of days that it was reasonably anticipated that the employee would work.

Effective May 1, 2021, all employees shall have a total of ten (10) days of temporary COVID-19 paid sick leave per Producer, which may be used through December 10, 2021, and 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 employees 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 employee has tested positive for COVID-19 or exhibited symptoms of COVID-19.
  - ii. The Producer has requested that the employee isolate or self-quarantine because another person with whom he or she has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
  - iii. A member of the employee’s household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
  - iv. A public official or healthcare provider has requested that the employee isolate or self-quarantine due to COVID-19 (other than a quarantine described in Item 9 below).
  - v. The Employee must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID-19.
  - vi. The Employee needs to care for a child, parent or spouse who is subject to a federal, state or local quarantine or isolation order related to COVID-19 or has been advised by a healthcare provider to self-quarantine related to COVID-19.
  - vii. The employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work.
  - viii. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19. The employee must make meaningful efforts to cooperate with production in scheduling the appointment so as to minimize disruption to the production. Upon request of the Producer, an employee who receives a temporary COVID-19 paid sick leave to attend a vaccination appointment shall furnish

documentation of the vaccination, which may include completion of an attestation form supplied by the Producer.

- d. For each day of temporary COVID-19 paid sick leave used by an employee, the employee shall receive payment as set forth below, based on the employee's contracted rate, but in no event more than \$750 (\$750 CAD, if applicable) per day and \$7,500 (\$7,500 CAD, if applicable) in the aggregate. An employee who is paid his/her 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 his/her salary or guarantee.

i. IATSE/Teamsters/Basic Crafts Unions

- (1) Daily employees – payment for a minimum call.
- (2) Hourly employees without a minimum call – payment for eight (8) hours.
- (3) Weekly employees – one-fifth (1/5) of weekly/on-call rate.
- (4) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – *pro rata* daily rate.

*Fringe benefits:* Such payments shall be subject only to health/welfare contributions, pension contributions and IAP/annuity contributions, if applicable. Such payments shall not be subject to vacation or unworked holiday payments, nor any other fringe benefit contributions, except that paid sick leave for a daily employee employed under the Local #839 Agreement is inclusive of vacation and holiday pay.

ii. DGA

- (1) Directors – one-fifth (1/5) of the weekly salary, or the daily rate for a Director who is engaged for daily employment as permitted under the Basic Agreement or FLTTA.
- (2) UPMs/Assistant Directors/Associate Directors employed under the Basic Agreement
  - (A) Daily employees – applicable daily rate.
  - (B) Weekly employees – one-fifth (1/5) of the studio weekly rate.

- (3) Associate Directors/Stage Managers employed under the FLTTA
  - (A) Prime Time Dramatic
    - 1) Daily – applicable daily rate.
    - 2) Weekly – one-fifth (1/5) of the studio weekly rate.
  - (B) Other than Prime Time Dramatic
    - 1) Daily – payment for eight (8) hours (or twelve (12) hours if engaged on a daily flat basis).
    - 2) Weekly – one-fifth (1/5) of the weekly rate.

Such payments shall be subject to pension and health contributions.

iii. SAG-AFTRA

- (1) Day performer – daily rate.
- (2) Three-day performer – one-third (1/3) of the three-day rate.
- (3) Weekly performer – one-fifth (1/5) of the weekly rate.
- (4) Major role performer – performer’s contracted rate, divided by the number of work days covered by the contracted rate.
- (5) Series contract performer – performer’s “per episode” salary, divided by the number of scheduled work days for the episode.

A series contract performer shall receive temporary COVID-19 paid sick leave only under the following circumstances:

- (A) The performer’s Eligible COVID-19 Event causes the performer to be absent for all or part of the production of a guaranteed episode in which he/she was scheduled to appear, and the performer is not otherwise paid his/her full episodic fee for that episode. If the performer is absent for the entire episode, he/she shall be paid temporary COVID-19 sick leave based on the number of scheduled shooting days. If the performer is absent for part of the episode, he/she shall be paid temporary COVID-19 sick leave based on the number of days in the shooting schedule less the number of days worked on the episode.

- (B) The performer's Eligible COVID-19 Event causes the performer to work outside his/her overall production period, in which case the performer shall be paid temporary COVID-19 sick leave based on the number of days worked outside the overall production period.
  - (C) The performer has an Eligible COVID-19 Event that occurs outside his/her overall production period, in which case the performer shall be paid temporary COVID-19 sick leave based on the number of days of absence.
- (6) Background actor – daily rate.
  - (7) Voice actor – session fee.

Such payments shall be subject to pension and health contributions.

A Schedule F deal performer or a performer employed on a multi-part closed-end picture under Schedule F who is absent because of an Eligible COVID-19 Event which occurs during the period of time that the performer is contracted to work for the Producer shall not be entitled to payment for such days under the temporary COVID-19 sick leave provision, unless the performer's guarantee is reduced as a result. If the performer is not replaced and cannot complete services within the contracted work period due to absence because of an Eligible COVID-19 Event, the Producer may recall the performer outside the contracted work period for a number of non-consecutive days equal to the number of days the performer was absent due to the Eligible COVID-19 Event, subject to the performer's professional availability. The performer shall advise the Producer of any existing professional commitments outside the contracted work period and shall keep the Producer apprised of his/her professional availability by advising the Producer of any new professional commitments outside the contracted work period in a timely manner. The performer will cooperate to the fullest extent in trying to make his/her services available to the Producer if recalled outside the contracted work period. In the event the performer is recalled outside the contracted work period, he/she shall receive temporary COVID-19 sick pay for the number of days the performer's contracted work period was extended. The foregoing shall not be deemed to diminish any other rights of recall the Producer may possess.

Payments made under this temporary COVID-19 sick leave provision shall not impact any calculation of residuals.

- e. Producer may require the employee to submit verification (*e.g.*, a doctor's note) of the Eligible COVID-19 Event in order to receive more than three (3) days of temporary COVID-19 paid sick leave for such Eligible COVID-19 Event.
- f. Employees 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 an employee 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 an employee is receiving payment pursuant to the foregoing temporary COVID-19 paid sick leave policy.
- i. If an employee has an Eligible COVID-19 Event while on distant location and is unable to return home, the Producer shall provide the employee 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 8.
- j. To the extent that an employee 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. An employee who is absent from work due to an Eligible COVID-19 Event will be reinstated to his/her original position on the production, provided that: (a) the position continues to exist or the role has not been recast; and (b) if the absence was due to the employee's own COVID-19 status (*i.e.*, a positive test or symptoms) or the COVID-19 status of someone in the employee's household or with whom the employee had come into close contact, the employee satisfies the Producer's eligibility requirements for return to work; however, for continuity purposes, a Producer is not required to reinstate an employee on an episodic series or serial until work on the current episode has been completed. If the employee's absence exceeds fourteen (14) consecutive calendar days, the parties will discuss on a case-by-case basis, upon the request of the Producer, issues related to the individual's reinstatement.
- l. The Unions shall waive COVID-19-related sick leave laws to the extent that such laws permit waiver in a collective bargaining agreement.

The Unions expressly waive, to the full extent permitted by law, the application of the following to all employees employed under the collective bargaining agreements listed in Item 1.b. above: The City of Los Angeles Emergency Order

regarding Supplemental Paid Leave Due to COVID-19 (amended February 10, 2021); the Los Angeles County COVID-19 Supplemental Paid Sick Leave (Title 8.200 of the Los Angeles County Code); the Los Angeles County Employee Paid Leave for Expanded Vaccine Access (Title 8, Chapter 8.205 of the Los Angeles County Code); and any other ordinance, statute or law requiring COVID-19-related paid sick leave that is hereafter enacted. It is understood that the Unions and the AMPTP 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 employees in addition to any other leave the employees would receive under any applicable collective bargaining agreement. In the event an employee has an “Eligible COVID-19 Event” as defined in Item 8.c. above, the employee must use the temporary COVID-19 paid sick leave described in this Item 8 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.

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

This Item 9 applies after an employee has been engaged and the employee is required to isolate or self-quarantine at the request of the Producer (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 an employee’s work on a production; or

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

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

- a. The Producer may individually negotiate payment for time spent in isolation or self-quarantine with:
  - i. Directors employed on a theatrical motion picture, a pilot or a long-form television motion picture/long-form High Budget SVOD Program, or who are employed under Paragraph 10-109 of the Basic Agreement;
  - ii. Schedule F deal performers guaranteed \$40,000 or more per television motion picture or High Budget SVOD Program or \$80,000 or more per

theatrical motion picture. Notwithstanding the foregoing, no payment is due for days spent in isolation or self-quarantine that are within the overall production period of a series contract performer whose guarantee meets one of the thresholds specified in Section 14(b)(1) or (2) of the SAG-AFTRA Television Agreement.<sup>13</sup>

- iii. Performers employed on a multi-part closed-end picture under Schedule F who are guaranteed \$80,000 or more for the multi-part picture and \$20,000 or more per part.
  - iv. IATSE employees employed in the jurisdiction of the IATSE Basic Agreement or from within the geographical jurisdictions of the IATSE Area Standards Agreement or IATSE New York Local Agreements (*i.e.*, Locals #52, #161, #764, #798 and USA 829) who perform work outside the limits of the United States, its territories and Canada.
- b. Employees who are not fully vaccinated and who are required to isolate or self-quarantine pursuant to the law of a jurisdiction that requires travelers from outside the jurisdiction who are not fully vaccinated to self-quarantine, but exempts fully vaccinated travelers from self-quarantine, shall be paid the minimum amount required by applicable law; such amount shall not be subject to fringe contributions. The foregoing does not apply to employees who cannot be vaccinated due to a disability or a sincerely held religious belief, practice or observance.
- c. All other employees shall be paid for time spent in isolation or self-quarantine as set forth below, based on scale for the employee's job classification/applicable minimum.<sup>14</sup>
- i. IATSE/Teamsters/Basic Crafts Unions
    - (1) For each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine:
      - (A) Daily employees – payment for a minimum call.
      - (B) Hourly employees without a minimum call – payment for eight (8) hours.

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<sup>13</sup> The foregoing is not intended to preclude a series contract performer who enters into a contract on or after the effective date of this Agreement and whose guarantee meets one of the thresholds specified in Section 14(b)(1) or (2) from negotiating payment for time spent in isolation or self-quarantine as a better condition of employment.

<sup>14</sup> This provision does not alter the terms of any agreement entered into prior to the effective date of this Agreement regarding payment for time spent in isolation or self-quarantine under the circumstances covered by this Item 9.

- (C) Weekly employees – one-fifth (1/5) of the distant location weekly/on-call rate.
  - (D) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – *pro rata* daily rate.
- (2) For each of the final two (2) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine:
- (A) Daily and weekly (other than “on-call”) employees; hourly employees without a minimum call – four (4) hours of pay, plus pension and health/welfare contributions for eight (8) hours.
  - (B) “On-Call” Employees – one-twelfth (1/12) of the weekly/on-call rate, plus pension and health/welfare contributions for seven (7) hours on the sixth (6<sup>th</sup>) day out of each seven (7) consecutive day period, or for eight (8) hours on the seventh (7<sup>th</sup>) day out of each seven (7) consecutive day period.
  - (C) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – one-half (½) of the *pro rata* daily rate, plus applicable pension and health/welfare contributions.

If the applicable collective bargaining agreement provides for a daily contribution rate, contributions shall be made at the daily rate for each of the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days out of each seven (7) consecutive day period. If the applicable collective bargaining agreement provides for a percentage contribution rate, contributions shall be calculated on the payment set forth above.

*Fringe benefits:* Such payments shall be subject only to health/welfare contributions, pension contributions and IAP/annuity contributions, if applicable. Such payments shall not be subject to vacation or unworked holiday payments, nor any other fringe benefit contributions, except that paid sick leave for a daily employee employed under the Local #839 Agreement is inclusive of vacation and holiday pay.

ii. DGA

- (1) Directors – one-fifth (1/5) of the weekly salary, or the daily rate for a Director who is engaged for daily employment as permitted under



the Basic Agreement or FLTTA, for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.

- (2) UPMs/Assistant Directors/Associate Directors employed under the Basic Agreement
  - (A) Daily employees – one-fourth (1/4) of the distant location weekly rate for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.
  - (B) Weekly employees – one-seventh (1/7) of the distant location weekly rate for each day in which the employee is in isolation or self-quarantine.
- (3) Associate Directors/Stage Managers employed under the FLTTA
  - (A) Prime Time Dramatic
    - 1) Daily employees – one-fourth (1/4) of the distant location weekly rate for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.
    - 2) Weekly employees – one-seventh (1/7) of the distant location weekly rate for each day in which the employee is in isolation or self-quarantine.
  - (B) Other Than Prime Time Dramatic
    - 1) Daily – payment for eight (8) hours for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.
    - 2) Weekly – one-fifth (1/5) of the weekly rate for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine; eight (8) hours at straight time for each of the final (2) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.

Such payments shall be subject to pension and health contributions.

iii. SAG-AFTRA

- (1) Performers – Schedule B weekly minimum (currently \$3,664) for each seven (7) consecutive day period in which the employee is in isolation or self-quarantine (or *pro rata* for any period of less than seven (7) days).

The overall production period for a series contract performer whose guarantee does not meet one of the thresholds specified in Section 14(b)(1) or (2) of the Television Agreement shall be suspended during any period for which he/she receives payment for time spent in isolation or self-quarantine under this provision (*i.e.*, such days shall not count towards the performer’s overall production period).

No payment is due if such days are within the overall production period of a series contract performer whose guarantee meets one of the thresholds specified in Section 14(b) (1) or (2) of the Television Agreement.<sup>15</sup>

- (2) Background actors – daily minimum for a background actor for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.

Such payments shall be subject to pension and health contributions, but shall not impact any calculation of residuals.

If the employee performs work at the direction of the Producer while in isolation or self-quarantine, he/she shall instead be paid pursuant to his/her contract of employment for any day on which the employee performs such work.

10. **Meals and Individual Packaging**

Self-serve “buffet style” food service, including salad bars, trays of food, or any food service that requires employees to share utensils such as serving spoons or tongs, will not be permitted for food service to employees who are not fully vaccinated. Adequate space of no less than six feet of distance must be provided to employees who are not fully vaccinated to ensure physical distancing can be maintained during meal periods.

Compliance with the foregoing satisfies any obligations under the collective bargaining agreements to provide a meal to employees. Producer shall not be required to provide employees with a hot meal.

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<sup>15</sup> The foregoing is not intended to preclude a series contract performer who enters into a contract on or after the effective date of this Agreement and whose guarantee meets one of the thresholds specified in Section 14(b)(1) or (2) from negotiating payment for time spent in isolation or self-quarantine as a better condition of employment.

11. **Electronic Receipt of Documents**

To the extent the Producer implements electronic documents in lieu of paper documents, employees shall accept e-delivery of and provide e-signatures for the following items: (1) start paperwork; (2) time cards; (3) deal memos; (4) direct deposit of payroll (where Union consent to direct deposit is not permissible, Producers shall be permitted to mail checks); (5) extras vouchers; (6) fitting vouchers; (7) audition sign-in sheets and (8) SAG-AFTRA Exhibit Gs (one electronic Exhibit G may be sent to all performers). If an employee does not possess or have access to a device or technology which permits receipt and transmission of electronic documents, the Producer will either provide the employee with a hard copy of the document or make other arrangements for the employee to receive and sign electronic documents.

12. **Contact Tracing**

While the employees are on the job site, Producers may require that employees participate in systems that enable contact tracing, such as use of a “punch card” system to record the employee’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). Producers may require employees to sign documentation consenting to the use of such electronic devices in contact tracing.

In the event that a Producer uses electronic devices for contact tracing, it may access information collected from those devices only for purposes of tracing individuals that the employee 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.

13. **Consent to Producers’ COVID-19 Policies and Procedures**

Each Producer 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 employees covered by this Agreement.

The Producer may require employees to acknowledge receipt of the Producer’s COVID-19 policies and procedures and to adhere to such policies and procedures.

Union representatives agree to cooperate and comply with all Producer policies and procedures with respect to testing and other health screening procedures for Zone A or Zone B employees, 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 Producer shall provide the Union with a copy of its COVID-19 policies and procedures.

14. **All Budget Thresholds Exclude COVID-19-Related Expenses**

Under certain provisions of the collective bargaining agreements (including the IATSE and DGA Low Budget Agreements), terms and conditions of employment are linked to the budget of a program. The parties have discussed the increased costs that productions will incur to implement various health and safety protocols related to the COVID-19 pandemic. Because those unprecedented costs are additive to the standard production costs on which the parties negotiated the budget tiers that determine terms and conditions of employment, the parties agree that the following costs shall be excluded from consideration of whether a program falls within a given budget tier: health screening (including testing, health assessment surveys and temperature checks), personal protective equipment, salaries of COVID-19 compliance monitor(s) performing only COVID-19-related duties, COVID-19-related cleaning costs in excess of ordinary or usual cleaning costs, portable hand washing stations (unless they would have been necessary in the absence of COVID-19), additional bathroom units, costs of lodging, per diem for employees who are required to isolate or self-quarantine and payments made to employees during any self-isolation or quarantine (other than those due to an “Eligible COVID-19 Event,” as defined in Item 8.c. above), and costs associated with employer-provided vaccinations.

15. **Work from Home**

The following applies when a Producer requires an employee to work remotely from home:

- a. If an employee does not have equipment necessary to work remotely from home and the Producer does not provide such equipment, the employee shall submit a request to the Producer for purchase of the necessary equipment. Producer shall reimburse the employee for any pre-approved purchases after the employee submits receipts or other appropriate proof of purchase.
- b. Producer shall provide an employee with any technology training that it determines is necessary in order for the employee to work remotely from home.
- c. Producer shall reimburse any necessary and reasonable costs that an employee incurs as a direct consequence of working remotely from home, provided that the Producer has approved such expenses in advance and the employee submits appropriate proof of the expense.

16. **Transportation**

- a. When transportation is provided by the Producer, passengers who are fully vaccinated and passengers who are not fully vaccinated shall be separated into different vehicles.
- b. Vehicles containing only passengers who are fully vaccinated may operate at full capacity.
- c. Vehicles containing passengers who are not fully vaccinated may operate at:
  - i. Seventy-five percent (75%) capacity if transporting passengers between set and crew parking, between set and a meal location or between set and base camp; and
  - ii. Fifty percent (50%) capacity if transporting passengers between other locations.
- d. At all times while in transit, cast and crew must wear face masks. If any vehicle contains a passenger who is not wearing a face mask (e.g., a cast member whose make-up has been applied), passengers shall observe physical distancing.

17. **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.

18. **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.

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

The parties incorporate certain of the guiding principles and the following recommendations of the Industry-Wide Labor-Management Safety Committee Task Force White Paper, with some modifications, as provided in Exhibit A to this Agreement:

- a. Infection Control – Hand Hygiene
- b. Infection Control – Disinfection and Maintenance
- c. Infection Control – Food and Beverages
- d. Infection Control – General Infection Prevention Issues

- e. Protecting and Supporting Cast and Crew Health and Safety – Development of Symptoms
- f. Physical Distancing – Meetings
- g. Physical Distancing – Writers’ Rooms
- h. Physical Distancing – Audiences
- i. Physical Distancing – Shared Workspaces
- j. Unique Production-Specific Concerns – Special Considerations for Cast and Crew Working in Close Proximity to Performers
- k. Unique Production-Specific Concerns – Special Considerations for Performer
- l. Unique Production-Specific Concerns – Special Considerations for Travel
- m. Unique Production-Specific Concerns – Special Considerations for Filming on Location

A Producer may implement any of those guidelines from the White Paper found in Exhibit A or Appendix A of the Return to Work Agreement dated September 21, 2020, but which do not appear in Exhibit A or Appendix A to this Agreement.

### **DGA Items**

#### **20. One Director To A Film on Episodic Television**

The parties recognize that situations may arise in which the original Director of an episode is unavailable due to reasons related to COVID-19 (*e.g.*, the original Director is or becomes ill, a location becomes available after being closed due to COVID-19 when the original Director is unavailable, or scenes must be shot at a time when a jurisdiction eases restrictions on crowd or intimate scenes and the original Director is unavailable at such time). To minimize the possibility of introducing a new employee who may be infected with COVID-19 to the production, the Guild and the Producer shall enter into good faith discussions to allow someone who is already engaged on the production to direct scenes for another Director’s episode when such situations arise.

#### **21. Temporary Upgrade of an Assistant Director**

Producer may temporarily upgrade an Assistant Director to a higher classification to replace an employee who is absent due to an Eligible COVID-19 Event (as defined in Item 8.c. above for purposes of temporary COVID-19 paid sick leave), even if he/she is not on the Qualification List for such higher classification. The Producer shall notify the Guild as soon as practicable after it becomes aware that a replacement is necessary, so that the parties can discuss a plan for the return of the absent employee or a replacement from the applicable Qualification List.

#### **22. Electronic Transmissions**

*The following represents the parties’ understanding regarding electronic transmission of images and/or sound under Paragraph 7-1505 of the DGA Basic Agreement during the thirty (30) days following the effective date of this*

*temporary Agreement to address return to work issues associated with COVID-19. Upon the expiration of the thirty (30) day period, the parties agree that the terms of Basic Agreement Paragraph 7-1505 shall apply. The parties shall make good faith efforts during the thirty (30) day period to schedule a meeting of the Creative Rights Committee to negotiate the terms and best practices referred to in Basic Agreement subparagraph 7-1505(c).*

“Due to the unique nature of the COVID-19 pandemic, the use of electronic transmission of images and/or sound from the set, stage or control booth may be necessary to reduce the number of people that are physically present on the set or stage or in the control booth, so as to allow for appropriate physical distancing.

“Accordingly, the parties acknowledge that the Producer may make images and/or sound of rehearsals and/or takes of scenes available via electronic transmission to one or more locations near and/or outside the production area to persons who, if not for physical distancing necessitated by COVID-19, would have been present on the set or stage or in the control booth, including:

- “(i) the Director of Photography and Sound Mixer;
- “(ii) Assistant Directors;
- “(iii) Hair Stylists, Make-up Artists and Costumers;
- “(iv) parents, guardians, teachers, social workers, welfare workers and other people responsible for monitoring minor performers;
- “(v) union representatives; and
- “(vi) other employees of the Employer or visitors to set who would have had a legitimate business reason to be present on set (e.g., writers, executive producers, network executives).

“It is understood that the use of such electronic transmission for purposes of COVID-19 prevention shall not expand the number of people who would have had access to the set, stage or control booth, if not for the physical distancing requirements necessitated by COVID-19. With respect to rehearsals and/or takes of intimate scenes, access to images and/or sounds via electronic transmission shall be limited to those who would have been physically present on set or who would have had access to monitors during such scenes, if not for the physical distancing necessitated by COVID-19.

“Such electronic transmission shall be implemented in consultation with the Director. If the electronic transmission is to a location outside the production area, the Employer shall notify the Director of the name and title of the individual(s) receiving the electronic transmission. If more than one such

individual has creative notes for the Director, the notes should be delivered to the Director by a single person designated by the Employer, or, alternatively, the individuals should coordinate with each other and the Director to deliver the notes together. Ideally, notes should be reserved until after the Director has had a chance to make initial adjustments with performers, and should be succinct and immediate, if possible.

“It is understood that the parties may make separate arrangements for use of electronic transmissions on multi-camera programs in order to accommodate the continuation of normal business practices on such programs, while also providing for physical distancing necessitated by COVID-19.”

23. **“On or About” Start Dates**

The DGA waives the obligation in Paragraph 4-103(c) of the Basic Agreement and Article 14.D.3. of the FLTTA to provide a specific date when postponing a Director’s “on or about” start date when the production shuts down or the schedule pushes by more than seven days due to COVID-19-related reasons, so that the Producer and Director may agree to move the "on or about" start date to a future unspecified date. A Producer and the DGA may also discuss the possibility of being able to move the Director’s start date more than once when necessitated by reasons related to COVID-19.

If the Producer and Director are ultimately unable to agree on a new "on or about" start date for the motion picture or program on which the Director is booked, the Producer, upon mutual agreement by the Director, may attempt to book the Director on a comparable assignment which has minimum terms and conditions no less than those of the booked episode, and this new assignment shall satisfy the Producer's pay-or-play commitment.

The employment on a comparable assignment must commence within one year of the originally scheduled start date of the episode for which the parties could not agree on a new start date. In the event no agreement can be reached on scheduling a comparable assignment, the Director shall be paid the episodic fee for the episode for which the parties could not agree on a new start date.

In the event the Producer chooses to pay the Director’s salary or a portion thereof in advance of the Director’s start date, such payment may be credited against compensation for future services performed for the Producer, provided that the Producer notifies the DGA and the Producer and Director execute a confirming agreement.

24. **Substituting Director**

Without prejudice to either party’s position on the application of Paragraph 3-102 or the double-asterisked provision of Paragraph 10-101 of the Basic Agreement, the parties agree



to the following when a Director is replaced due to the Director's Eligible COVID-19 Event:

- a. Theatrical motion picture – The substituting Director shall only be guaranteed the greater of the number of guaranteed days remaining under Paragraph 3-101 or the number of days actually remaining on the shooting schedule at the time such substituting Director begins the assignment. In addition, the substituting Director shall receive no less than one hundred fifty percent (150%) of minimum compensation for the work performed. However, there shall be no compounding of premium pay to such substituting Director for work performed on a holiday or for the sixth or seventh day worked in the Director's workweek.
- b. Television motion picture/High Budget SVOD Program – The substituting Director shall only be guaranteed the greater of the number of guaranteed shooting days remaining under Paragraph 10-101 (or Paragraph D. of Sideletter No. 35 for a High Budget SVOD Program) or the number of days actually remaining on the shooting schedule at the time such substituting Director begins the assignment. In addition, the substituting Director shall be guaranteed payment for prep time as follows: the guaranteed prep time shall bear the same relation to the number of days remaining on the shooting schedule at the time the substituting Director begins the assignment as the maximum preparation days provided in Paragraph 10-101 (or Paragraph D. of Sideletter No. 35 for a High Budget SVOD Program) for a motion picture of that type bears to the maximum number of shooting days provided in Paragraph 10-101 (or Paragraph D. of Sideletter No. 35 for a High Budget SVOD Program) for a motion picture of that type.

25. **Employment of DGA-Represented Individuals to Work Under the COVID-19 Compliance Supervisor's Supervision**

An employee previously employed under the DGA Basic Agreement or FLTTA who is hired to perform work covered under either of those agreements and to assist the COVID-19 Compliance Supervisor in carrying out his/her duties under Item 5.c. above shall be covered as a Second Second Assistant Director, an Additional Second Assistant Director or Stage Manager, as applicable.

The Employer shall submit a deal memo reflecting the category under which the employee is hired and indicating that the individual is employed as part of the COVID-19 compliance team. There shall be no penalty for an inadvertent failure to indicate that an employee is part of the COVID-19 compliance team on the deal memo.

Such employee cannot be upgraded pursuant to Item 21 above ("Temporary Upgrade of an Assistant Director"), shall not share in any residuals generated from the project and shall not be entitled to mandatory DGA screen credit.

## **IATSE Item**

26. **Stand-by or Relay Calls**: Producer shall have the ability to issue a stand-by call or relay call if a production exigency related to COVID-19 arises.

## **SAG-AFTRA Items**

### 27. **Consecutive Employment/Span**:

- a. *Testing*: Time spent undergoing COVID-19 testing and awaiting the results of such testing does not start span for series contract performers whose guarantees do not meet one of the thresholds specified in Section 14(b) of the SAG-AFTRA Television Agreement (*i.e.*, \$20,000 per episode, \$100,000 per series when such series is one of a number of series presented in a combined series format or \$150,000 for a 13 episode guarantee), nor consecutive days of employment for performers other than series contract performers.
- b. *Quarantine*: If a performer is placed in quarantine prior to the start of production due to COVID-19, such quarantine period does not start span for series contract performers whose guarantees do not meet one of the thresholds specified in Section 14(b) of the SAG-AFTRA Television Agreement (*i.e.*, \$20,000 per episode, \$100,000 per series when such series is one of a number of series presented in a combined series format or \$150,000 for a 13 episode guarantee), nor consecutive days of employment for performers other than series contract performers.
- c. The Union shall not unreasonably deny requests to waive payment of intervening days when a Producer recalls a daily or weekly performer following an interruption in the performer's work due to reasons related to COVID-19, provided that the Producer gives the performer a specific recall date which is at least five (5) days after the date of the interruption, and the performer is not on overnight location.
- d. In the event that a production is suspended due to reasons related to COVID-19, the Producer may renegotiate the performer's personal services agreement for the production so that the performer can be recalled (subject to his/her professional availability) without payment for the intervening days, in lieu of terminating the performer under Section 61 of the Television Agreement or the "Illness of Performer (Suspension of Salary and Termination)" or "Emergency Suspension or Termination" provisions in the Codified Basic Agreement.

28. **Studio Teachers - Remote Instruction**: Amend SAG-AFTRA Codified Basic Agreement Section 50.D. to provide that studio teachers may instruct minors remotely to the extent permitted by law or the applicable governmental authority.

29. **Voiceover/ADR/Looping**

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

- a. Producer will consider in good faith the request of any voiceover/ADR/Looping performer to work from home when circumstances permit. Producer's decision shall be final.
- b. The protocols to be followed for sanitizing voiceover and 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. Voiceover and 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 Producer.
- d. Confined spaces where performers vocalize, such as voiceover and 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, Producer 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 Producer's security and/or confidentiality concerns, scripts and/or music will be provided to the performer in digital format when the performer indicates to the Producer 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 voiceover, ADR or looping sessions, and who is not required to come within six (6) feet of other individuals at the location where work is to be performed for longer than fifteen (15) minutes, is not required to undergo COVID-19 testing.

Multiple performers present in the same space (e.g., a recording booth) while recording voiceover, ADR or looping sessions are subject to the testing protocols for "Zone A" employees set forth in Item 3.a., "Health Screening – Testing," of this Agreement.

- g. Producers and SAG-AFTRA will meet as soon as practicable after the effective date of this Agreement to discuss additional protocols that may be applicable to group voiceover/ADR/looping and singing.

## RETURN TO WORK AGREEMENT PART II

### 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 July 19, 2021 and extend to and include September 30, 2021.

The terms of this Part II<sup>16</sup> are applicable only to work performed within the United States or Canada in a metropolitan area (or county, if there is no metropolitan area) or Province, as applicable which (1) has not met the two-part test for confirmed transmission rate (Rt) and number of new cases of COVID-19 per 100,000 described in Item 1.e.i of this Part II (page 47) (the “Escalation Triggers”); or (2) has met the Escalation Triggers, but has subsequently met the two-part test for confirmed transmission rate (Rt) and number of new cases of COVID-19 per 100,000 described in Item 1.e.ii of this Part II (page 47) (the “De-Escalation Triggers”). For work performed (1) outside the United States and Canada or (2) within the United States or Canada in a metropolitan area (or county, if there is no metropolitan area) or Province, as applicable, that has met the Escalation Triggers and has not subsequently met the De-Escalation Triggers, the applicable terms shall be those in Part I 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 availability of effective vaccines for COVID-19. The parties may mutually agree to terminate this Agreement prior to September 30, 2021 if warranted by the circumstances.

- b. **Scope:** The provisions of this Agreement apply to all employees employed under the Agreements listed below, unless specified otherwise.

DGA Basic Agreement and DGA Freelance Live and Television Tape Agreement;

SAG-AFTRA Codified Basic Agreement, SAG-AFTRA Television Agreement, SAG-AFTRA Television Animation Agreement and SAG-AFTRA Basic Cable Animation Agreement;

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<sup>16</sup> Part II consists of pages 45-87 as well as Exhibit A (pages 88-95), with the exception of those portions of Exhibit A on page 92 that apply only to Part I, and Appendix A (pages 96-100).

All collective bargaining agreements that a Producer has with the IATSE or an IATSE Local Union for motion picture production throughout North America;

All collective bargaining agreements that a Producer has with a Teamster Local Union for motion picture production throughout the United States (including any individual agreements covering New Media productions);

Agreement between Producer and IBEW Local #40; Agreement between Producer and OPCMIA, Local #755;

Agreement between Producer and Southern California District Council of Laborers and its affiliate, Studio Utility Employees, Local #724; and

Agreement between Producer and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local #78.

This Agreement contains the entire agreement and understanding among the parties with respect to the temporary modifications to such agreements that are necessary in light of COVID-19. It is understood that no further action on the part of the Producer is necessary before engaging and/or returning individuals to work under the Agreements referenced above.

The parties intend this Agreement to address the subjects covered in the White Paper. In some instances, the parties have agreed to incorporate portions of the White Paper. (See Item 19 below.) In other instances, the parties have negotiated additional or different provisions in this Agreement regarding subjects covered by the White Paper.

- c. ***Enabling Clause:*** On a case-by-case basis, one or more Producers 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(s) or the Producer(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.
- d. When a company that is related to or affiliated with a Producer signatory to one of the collective bargaining agreements described in Item 1.b. above produces a motion picture under the terms of that collective bargaining agreement, that company shall also be bound by this Agreement.

- e. Reinstatement of More Stringent Protocols
- i. For productions in the United States and Canada, if the confirmed transmission rate ( $R_t$ ) is 1.1 or higher for seven (7) consecutive days in a metropolitan area (or county if there is no metropolitan area) or Province, as applicable, where productions are working and the number of daily new cases of COVID-19, based on a seven (7) day average, is ten (10) or more new cases per 100,000 for seven (7) consecutive days starting from the first day that the transmission rate ( $R_t$ ) is 1.1 or higher, productions in that metropolitan area (or county if there is no metropolitan area) or Province, as applicable, shall immediately reinstate the PPE and social distancing requirements provided in Part I of this Agreement, but in no case later than 24 hours after the last day of the seven consecutive day period during which the transmission rate ( $R_t$ ) was 1.1 or higher and the daily new cases was ten (10) or more, and shall implement all other provisions of Part I of this Agreement as soon as practicable, but no later than seven days after the last day of the seven consecutive day period during which the transmission rate ( $R_t$ ) was 1.1 or higher and the daily new cases was ten (10) or more.
  - ii. If the confirmed transmission rate ( $R_t$ ) in the applicable metropolitan area (or county if there is no metropolitan area) or Province, as applicable, falls below 1.1 for seven (7) consecutive days and the number of daily new cases of COVID-19, based on a seven (7) day average, is less than ten (10) cases per 100,000 starting from the first day that the transmission rate ( $R_t$ ) fell below 1.1, productions in that metropolitan area (or county if there is no metropolitan area) or Province, as applicable, may return to the protocols in this Part II.
  - iii. For purposes of this provision, the parties agree to use the figures reported by covidactnow.org for work performed within the United States and the figures reported by the applicable provincial health authority<sup>17</sup> for work performed within Canada.<sup>18</sup>

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<sup>17</sup> For figures reported for Ontario, for example, see <https://covid-19.ontario.ca/data>. For figures reported for British Columbia, for example, see <https://public.tableau.com/app/profile/bccdc/viz/BCCDCCOVID-19SurveillanceDashboard/Introduction> and <https://tinyurl.com/y7tzk4tt> (COVID-19 Spread Mapper).

<sup>18</sup> Notwithstanding the above, productions in the Los Angeles metropolitan area are subject to the protocols in Part I of the Return to Work Agreement as of the effective date of this Agreement. Should the Los Angeles metropolitan area meet the conditions provided in subparagraph (ii), productions in the Los Angeles metropolitan area may adopt the protocols described in this Part II.

## 2. COVID 19 Vaccination

### a. Mandatory Vaccination

Where permitted by law, a Producer may implement a policy providing that the following individuals<sup>19, 20</sup> must be fully vaccinated against COVID-19 as a condition of employment and/or prior to entering the workplace, subject to reasonable accommodations as required by law for individuals who cannot be vaccinated due to disability or a sincerely held religious belief, practice, or observance:

- i. “Zone A” employees (as defined in Item 3.a.i.(1) below),<sup>21</sup> provided that the FDA has approved or authorized vaccines for use for individuals in the employee’s age group and the approved or authorized vaccines are generally available to individuals in the employee’s age group;<sup>22</sup> and
- ii. Studio Teachers and any other individuals who come into close contact with minors.

It is understood that a Producer may implement such a policy for the employees described above on a production by production basis. Employees shall be provided with a reasonable period of time not to exceed one week from the effective date of this Agreement to schedule a vaccination appointment and receive a first vaccination, and thereafter six (6) weeks from the date of the first vaccination to become fully vaccinated. In jurisdictions where vaccinations are not available or where Government restrictions prevent Employees from receiving a first or second vaccination within the allocated time period, Employees will satisfy the provision by making their best efforts to get fully vaccinated.

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<sup>19</sup> A Producer which owns a studio facility may contact the applicable Union(s) to discuss implementation of a mandatory vaccination policy for Union-represented back lot employees, based on the circumstances of their employment.

<sup>20</sup> A Producer may contact IATSE Local #700 to discuss implementation of a mandatory vaccination policy for Local #700-represented employees, based on the circumstances of their employment. A Producer may also contact IATSE Local #871 to discuss implementation of a mandatory vaccination policy for Writers’ Room Assistants and/or Script Coordinators represented by Local #871, based on the circumstances of their employment.

<sup>21</sup> With respect to drivers who are “Zone A” employees who operate vehicles conveying cast and “cast drivers,” the Director of the Motion Picture Division of the Teamsters and the Secretary-Treasurer of Teamsters Local #399 shall use their best efforts to ensure that fully vaccinated drivers are made available for those positions.

<sup>22</sup> As of July 19, 2021, this refers to individuals who are 12 years of age or older.



A Producer that intends to implement such a policy must notify the applicable Unions/Guilds as soon as practicable prior to implementation.

b. Vaccination Status

- i. To be considered “fully vaccinated” for purposes of this Agreement, the Producer must verify that an individual received a full course of vaccination using a vaccine approved or authorized for use by the United States Food and Drug Administration (“FDA”) and has passed the applicable waiting period for developing immunity using that vaccine, as recommended by the United States Centers for Disease Control and Prevention (“CDC”).<sup>23</sup>
- ii. A Producer may only inquire regarding a prospective employee’s COVID-19 vaccination status as follows:
  - (1) On a production that has implemented a mandatory vaccination policy applicable to the position for which the prospective employee is being considered, the Producer may only ask the prospective employee to respond in the affirmative or negative as to whether he/she is fully vaccinated or has a disability or sincerely held religious belief that prevents vaccination until such time as an offer of employment is made. Any offer of employment made to a prospective employee who answers in the affirmative is conditioned on the prospective employee providing proof of vaccination as described below or, if applicable, verification of the prospective employee’s disability or sincerely held religious belief and a determination that a reasonable accommodation can be made for the prospective employee following an interactive process to identify accommodation options that do not pose an undue hardship on the Producer.
  - (2) On a production that has not implemented a mandatory vaccination policy (or when the prospective employee will not be working in a position that is subject to a mandatory vaccination policy), the Producer may not inquire regarding a prospective employee’s COVID-19 vaccination status prior to making an offer of employment. The Producer may require the prospective employee to disclose his/her vaccination status after an offer of employment is made but before commencement of employment (*e.g.*, at the time of a pre-employment COVID-19 test), provided that the offer of employment is not contingent on whether or not the prospective employee is fully vaccinated.

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<sup>23</sup> As of July 19, 2021, the waiting period is 14 days following a second shot for the Pfizer and Moderna vaccines, and 14 days following a single shot for the Johnson & Johnson vaccine.

- iii. A Producer may require a current employee to disclose the current employee's vaccination status.
- iv. To verify vaccination status, the Producer shall require individuals to provide one of the following types of proof of vaccination:
  - (1) A digital vaccination card or proof of vaccination as reflected on a passport system sanctioned by the government (*e.g.*, New York's Excelsior Pass), a system maintained by the vaccination provider or a system that verifies an individual's vaccination status against government records; or
  - (2) Production of a physical vaccination card, a copy of a physical vaccination card, or an upload of the physical vaccination card.

Producer must maintain documentation of employees' vaccination status securely and such documentation will be available only to those with need to know.<sup>24</sup> Individuals who do not provide verification of their vaccination status as provided above will be treated as not fully vaccinated.

- v. Producer shall establish a system by which an employee's entitlement to work under protocols applicable to vaccinated persons will be clearly and visibly identified while working so that the terms of this Agreement may be properly administered by the COVID Compliance Supervisor.

### 3. **Health Screening:**

The following applies to all employees other than those who work exclusively remotely:

#### a. ***Testing:***

##### i. Zone Definitions:

- (1) "Zone A" consists of (A) all performers and background actors working on set; and (B) all employees who are present in a workspace with a performer or background actor while the performer or background actor is not wearing PPE.
- (2) "Zone B" consists of those employees who work on a "hot" set, but who are not present in a workspace with a performer or background actor while the performer or background actor is not

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<sup>24</sup> All parties to this Agreement reserve their respective positions regarding the Unions' entitlement to receive information on employees' vaccination status under the National Labor Relations Act and/or their respective collective bargaining agreements.

wearing PPE,<sup>25</sup> all Zone B employees while they work during prep, and employees who work in any other area where the production has a footprint that is not an area where “Zone C” or “Zone D” employees work.

- (3) “Zone C” consists of those employees who do not come into contact with “Zone A” or “Zone B” employees in the course of their work, unless the Zone “A” or “Zone B” employee and the “Zone C” employee do not come within six (6) feet of each other for longer than fifteen (15) minutes; provided, however, “Zone C” employees may not enter “Zone A” or “Zone B” when “Zone A” or “Zone B” employees are present unless they have tested negative in accordance with the procedures set forth in Item 3.a.iii.(2)(C) below.

Producer shall provide the Union(s) representing “Zone C” employees with a list of “Zone C” employees on the production prior to the start of their employment. If any Union has any objections to the characterization of an employee as a “Zone C” employee, it may contact the Producer to discuss whether such employee should instead be considered a “Zone B” employee.

- (4) “Zone D” consists of employees who meet the requirements for a “Zone C” employee listed in Item 3.a.i.(3) above and are employed in one of the following classifications:
  - (A) Local #600 (Publicists) – All classifications, except for Unit Publicists.
  - (B) Local #695 – All projection personnel, all post-production personnel and any employee employed on animated motion pictures.
  - (C) Local #700 (Post-Production) – All classifications when employed at a facility and/or in the archive department, or when employed on animated motion pictures.
  - (D) Local #700 Screen Story Analysts – All classifications.
  - (E) Local #700 Lab Technicians – Still lab and film vault personnel.

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<sup>25</sup> An employee is still considered to be in “Zone B” if the employee is present in a workspace with a fully vaccinated performer or background actor who would be wearing PPE, but for the performer or background actor’s vaccination status.

- (F) Local #700 Warner Bros. Advanced Media Services (Film Archives) – All classifications.
- (G) Local #705 – The following classifications when employed at a costume department house or studio wardrobe department and/or in the archive department:
  - Costume Department Foreperson
  - Costume Department Supervisor
  - Costumer Keyperson
  - Costumer Entry Level
  - Checkers
  - Stock Clerk
  - Table Person
  - Figure Maker
  - Head Dyer
  - Beader
  - Cleaner
  - Finisher
  - Workroom Apprentice
- (H) Local #800 (Set Designers and Model Makers) – All classifications, unless required to work with the shooting crew.
- (I) Local #800 (Illustrators and Matte Artists) – All classifications.
- (J) Local #800 (Scenic, Title and Graphic Artists) – All classifications.
- (K) Local #839 – all classifications.
- (L) Local #871 – Script Coordinators and Writers' Room Assistants.
- (M) Employees at facilities who returned to work prior to September 21, 2020 without a pre-employment test who continue to work during the term of this Agreement and any employees at facilities who were pre-employment tested prior to the effective date of this Agreement and who continue to work during the term of this Agreement.

ii. *Pre-Employment*: Prospective employees who will be working in Zone A, B, or C shall be tested for COVID-19 prior to the start of employment as follows:

- (1) The employee shall 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. If it is not viable to obtain the result of the lab-based PCR diagnostic test prior to the start of employment, the employee shall also undergo a rapid test or an antigen test (using one of the mutually agreed-upon antigen tests as provided in Item 3.a.iv. below) within forty-eight (48) hours of the start of employment (which may be conducted on the same day as the lab-based PCR diagnostic test). The results of the rapid test or antigen test 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. With respect to three-day holiday weekends, a pre-employment test is also timely if a prospective employee is tested at any time on the immediately preceding Thursday in the case of a prospective employee scheduled to start work on a Monday (when the holiday is on a Friday), or Friday in the case of a prospective employee scheduled to start work on a Tuesday (when the holiday is on a Monday).

- (2) Notwithstanding the foregoing, the Producer need not conduct a pre-employment test if the employee has been tested by a Producer within forty-eight (48) hours prior to starting work for the Producer, and the test yielded a negative result.<sup>26</sup> 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 seventy-two (72) hours prior to the employee's start of work. If the test was conducted by a different Producer, the employee must provide sufficient documentation establishing the time and result of the test.

Producer may establish a policy requiring prospective employees to undergo additional pre-employment testing beyond the

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<sup>26</sup> In addition, a pre-employment test is not required for: performers employed for a voiceover, ADR or looping 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 longer than fifteen (15) minutes.

foregoing. If so, the Producer will notify the prospective employee of the policy prior to the first pre-employment test.

It is understood that offers of employment are contingent on the prospective employee undergoing pre-employment test(s) required by the Producer which yield(s) a negative result,<sup>27</sup> with the exception of individuals whom the Producer travels by air within the United States or Canada prior to conducting, and/or obtaining the results of, the pre-employment COVID-19 test, who shall be considered employed in accordance with the terms of the applicable collective bargaining agreement, but under no circumstances later than the date of travel unless the terms of the individual's personal services agreement treats the individual as employed at an earlier date, in which case the earlier date in the personal services agreement will apply. A prospective employee who undergoes the requisite pre-employment test(s) shall be considered "employed" if the test(s) yield(s) a negative result. However, the employee may also be required to complete a Health Assessment Survey and/or to conduct a temperature check in accordance with instructions supplied by the Producer before he/she starts his/her first day of work. If the Producer instructs an employee with the requisite negative COVID-19 test result(s) to stay home on his/her first day of work based on the results of a temperature check and/or Health Assessment Survey, the employee will be paid 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 provisions in Item 8 below. Item 8.k. will apply to determine whether and when the employee may commence work.

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<sup>27</sup> This provision is not intended to alter terms of any existing engagement (as defined in Section 4.A. of Schedule A, Section 6.B. of Schedules B, C and K-II, and Section 3.A. of Schedules H-I and K-I of the SAG-AFTRA Codified Basic Agreement) 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 Producer'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.

iii. *Periodic:*

(1) Periodic testing for employees who are fully vaccinated shall be as follows:

(A) During employment, "Zone A" employees who are fully vaccinated shall be tested for COVID-19 at least once per week using a lab-based PCR diagnostic test, the results of which must be returned within forty-eight (48) hours.

A Producer 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 took a pre-employment test which yielded a negative result; or (B) the performer is employed for a voiceover, ADR or looping 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 longer than fifteen (15) minutes.

The parties agree that it may be necessary to conduct additional testing of performers or background actors and crew involved in production of scenes that require close or intimate contact or extreme exertion.

(B) "Zone B" employees who are fully vaccinated shall be tested for COVID-19 at least once every two weeks using a lab-based PCR diagnostic test, the results of which must be returned within forty-eight (48) hours. Producer will stagger testing of "Zone B" employees, so that one-half of the "Zone B" employees on a production are tested in one week, and the other half is tested in the following week.

(C) "Zone C" and "Zone D" employees who are fully vaccinated do not need to undergo periodic testing for COVID-19.

(2) Periodic testing for employees who are not fully vaccinated shall be as follows:

(A) 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. If the production is using "pool testing," as described in Item 3.a.iii.(3) below, at

least one test per week must be a lab-based PCR diagnostic test that is not pool tested. The remaining tests required in that week may be pool tested lab-based PCR, rapid, or antigen tests (using one of the mutually agreed-upon antigen tests as provided in Item 3.a.iv. below). The parties agree that it may be necessary to conduct additional testing of performers or background actors and crew involved in production of scenes that require close or intimate contact or extreme exertion.

“Zone A” employees who work fewer than five (5) days in a week need not be tested more frequently than once within the seventy-two (72) 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 or antigen tests.

A Producer 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 took a pre-employment test which yielded a negative result; or (B) the performer is employed for a voiceover, ADR or looping 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 longer than fifteen (15) minutes.

- (B) 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 which 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.
- (C) During employment, “Zone C” employees shall be tested for COVID-19 at least once every two (2) weeks using a lab-based PCR diagnostic test. The Producer will give good faith consideration to staggering testing of “Zone C” employees, so that one-half of the “Zone C” employees on a production is tested in one week, and the other half is tested in the following week. The results of the test must be returned within forty-eight (48) hours.



A “Zone C” employee may not go to a “hot” set or other area where “Zone A” or “Zone B” employees are present at work unless he/she has tested negative within forty-eight (48) hours prior to entry using a lab-based PCR diagnostic test. Alternatively, the “Zone C” employee may undergo a rapid test within forty-eight (48) hours prior to entry; such test must be negative.

(D) “Zone D” employees do not require periodic testing; however, a “Zone D” employee who is not fully vaccinated may not go to a “hot” set or other area where “Zone A” or “Zone B” employees work unless he/she has tested negative within forty-eight (48) hours prior to entry using a lab-based PCR diagnostic test. Alternatively, the “Zone C” or “Zone D” employee may undergo a rapid test within forty-eight (48) hours prior to entry; such test must be negative.

(3) The parties agree that "pool testing" may be used for periodic testing for employees who are not fully vaccinated in Zones A and C, except that for Zone A employees who are not fully vaccinated, at least one test per week must be a lab-based PCR diagnostic test that is not pool tested, while the remaining tests required in that week may be pool tested. Where pool testing is permitted, it must comply with the then-current FDA authorization for pool testing, and in no case may the pool contain more than eight (8) samples. If a pool tests positive, the entire pool is presumed to be positive until each specimen in the pool is retested individually to determine which individual(s) are positive. The sample collected for the pool test must be sufficient such that a second PCR test may be conducted without collecting another sample, to be used if the pool tests positive. "Pool testing" refers to combining samples from several people and conducting one laboratory test on the combined pool of samples to detect the presence of SARS-CoV-2, the virus that causes COVID-19.

(4) If an employee tests positive for COVID-19, the Producer 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 employee(s) (*e.g.*, testing, quarantine or self-isolation) who have been exposed to the employee who tested positive. The employee(s) who was (were) exposed to the employee who tested positive shall also comply with those guidelines.

- (5) Consistent with current CDC guidelines, Producer 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.
- (6) Failure to obtain a test result within the requisite period shall not prevent any employee from continuing to work, so long as one of the following conditions is met:
  - (A) The employee has taken a rapid test and received a negative result within the past twenty-four (24) hours; or
  - (B) The employee 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.
- iv. *Testing in Connection with Air Travel:* Employees who are required to travel by air within the United States and Canada shall be tested for COVID-19 in accordance with any laws and/or rules and regulations for air travel applicable to the jurisdiction of origin and destination, as well as any applicable rule(s) of the airline(s). Employees who are required to travel by air to/from a location outside the United States and Canada shall be tested and the test results shall be returned before the flight pursuant to any rule(s) of the airline(s), but in no case shall such employees be tested more than seventy-two (72) hours before the flight. Otherwise, COVID-19 testing in connection with air travel shall be within the Producer's reasonable discretion.
- v. *Types of Tests and Consent to Testing:* When testing employees, Producers shall use diagnostic tests that test for the virus that causes COVID-19, which does not mean and shall not include antibody tests. Employers may only use antigen tests where expressly authorized to be used by this Agreement and only those tests that are mutually agreed upon

by the parties.<sup>28</sup> When an Employer utilizes antigen testing pursuant to this Agreement, the Employer shall immediately re-test any Employee who tests positive with a lab-based PCR test to confirm the results of the antigen test. In the event the lab-based PCR test returns a negative result, the lab-based PCR test shall be controlling. Alternatively, the Employer shall immediately re-test the employee using another antigen test. If the second antigen test returns a positive result, the employee shall be considered to have tested positive for COVID-19. If the second antigen tests returns a negative result, the employee shall be re-tested using a lab-based PCR test. The results of the lab-based PCR test shall be controlling.

Testing may be done on- or off-site. Test results shall be provided to the employee. Prior to being tested, employees may be required to sign consent forms for the test and disclosure of test results. The 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 Unions agree to make best efforts to assist the Producer in obtaining such consent forms from the employees they represent, if necessary.

- 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 an employee is flying from or to such a jurisdiction, the Producer shall comply with the foregoing testing requirements to the extent permissible by law. In the event that such circumstances arise, the Producer shall contact the Unions to notify them 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. Employees 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 3.a.iv. above ("Testing in Connection with Air Travel") and quarantined pursuant to the requirements of the governmental authority in the jurisdiction, if any. (See Item 9 below for payment during quarantine prior to start of production or in connection with a move in production location.)

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<sup>28</sup> As of July 19, 2021, those tests are: Sienna Clarity (Salofa Oy), CareStart (Access Bio) and BinaxNow (Abbott Diagnostics). The parties may mutually agree to additional antigen tests during the term of this Agreement.

viii. A Producer may implement more stringent testing protocols than those detailed in this Agreement.

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

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

c. ***Temperature Checks:***

- i. Employees may be subject to temperature checks, to take place at least once per day.
- ii. If a Producer elects to utilize temperature checks, the following shall apply:

Employees 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 an employee 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 his/her temperature checked again. If the employee does not pass the second temperature check, he/she will be denied entry to the premises and will be directed to contact his/her healthcare provider. No payment is due for time that an employee spends undergoing a temperature check at the entrance to the work site. Employees who are denied entry to the premises due to a failed temperature check will be paid pursuant to 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.

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

- i. An employee or prospective employee, other than a background actor, who travels outside his/her home to undergo a test on a day in which the individual does not work for Producer shall receive a stipend (no fringe) of two hundred fifty dollars (\$250.00) (\$250.00 CAD, if applicable). A background actor shall receive a stipend of one hundred dollars (\$100.00) (\$100.00 CAD, if applicable), which shall be subject to pension and health contributions only if the background actor is ultimately employed by the Producer 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 a Producer elects to require the employee to complete start paperwork on a day when the employee does not work.

An employee or prospective employee who undergoes a test at home on a day in which the individual does not work for the Producer shall receive a stipend of twenty dollars (\$20.00) (\$20.00 CAD, if applicable).

However, no stipend is due if the employee is otherwise 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). Also, no stipend is due to a Director of a theatrical motion picture, a Schedule F performer or a series contract performer, or a prospective employee who is hired after undergoing testing but who fails to report to work. Producer may individually negotiate payment with IATSE employees employed in the jurisdiction of the IATSE Basic Agreement or from within the geographical jurisdictions of the IATSE Area Standards Agreement or IATSE New York Local Agreements (*i.e.*, Locals #52, #161, #764, #798 and USA 829) who perform work outside the limits of the United States, its territories and Canada.

- ii. An employee 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 employee also does work for Producer shall be paid an additional one-tenth (1/10) of an hour. Once the employee's engagement has commenced, if the Producer instructs the employee not to report to work based on the results of the temperature check and/or Health Assessment Survey, the employee will receive paid sick leave for that day pursuant to 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.

The foregoing does not apply to employees employed on an "on-call" basis, employees employed under the DGA Basic Agreement or FLTTA, series contract performers, performers employed under Schedule F and stunt coordinators employed under Schedule K-III.

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 an employee spends undergoing health screening procedures after reporting to work shall be considered work time.

e. ***Notice to Unions of a Positive Periodic Test Result***

To assist the Unions in fulfilling their role as the collective bargaining representatives of employees covered by this Agreement, and so that they may respond to member inquiries about positive test results on a production on which the member is employed, the Producer shall notify the Unions 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 individuals 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, Producer may include in the notice other information with regard to the positive test result(s).

The DGA, IATSE, SAG-AFTRA, the Basic Crafts and Teamsters Local #817 shall each provide the Producers with contact information for the individual designated to receive notice on behalf of each respective Union. The IATSE's designee shall accept notice on behalf of the IATSE and all IATSE Locals covered by this Agreement, and the Basic Crafts' designee shall accept notice on behalf of all the unions that comprise the Basic Crafts Unions.

The following is a sample notice that may be used under this provision and can include additional information, if known:

“To: DGA, IATSE, SAG-AFTRA, Basic Crafts and Teamsters Local #817

“This notice is to advise you that [#] individuals employed on [name of production] in Zone [A/B/C] returned a positive test result for COVID-19 on [date].”

4. **Implementation of Work Groups to Limit Contact and Movement**

Each Producer 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 and background actors, who cannot or are not required to 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 3.a. 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.

The foregoing does not apply to employees employed on animated motion pictures.

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

a. COVID-19 Compliance

- i. The Producer shall designate a COVID-19 Compliance Supervisor who is responsible for COVID-19 safety compliance and enforcement on each production. The COVID-19 Compliance Supervisor may be assigned to oversee COVID-19 safety compliance and enforcement on one or more productions. At the Producer'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. A Producer 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 Producer shall designate a COVID-19 Compliance Supervisor to be responsible for COVID-19 safety compliance and enforcement at the Producer's premises where employees are employed on animated motion pictures. 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 a Producer may refer to the individual who performs these functions by a different title.

With respect to live action 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 a Producer to engage an additional individual on the production.) Because employees 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. With respect to animated 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 Producer's premises during regular business

hours, which may include “roaming” various locations, depending on where his/her physical presence is most needed.

The parties further agree that the COVID-19 Compliance Supervisor or a member of the compliance team can adequately monitor and enforce COVID-19 safety protocols without a constant physical presence on certain productions such as multi-camera dramatic series and non-dramatic productions (*e.g.*, quiz and game shows, talk shows, etc.), or when activity on the production is limited (*e.g.*, second unit work, green screen work, etc.) In those situations, the Compliance Supervisor or a member of the compliance team shall be physically present on the production, but the determination of the extent of that presence shall be reserved to the good faith judgment of the Compliance Supervisor.

- ii. The Producer 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 Producer’s COVID-19 health and safety protocols and procedures) to the Producer’s safety department (or, if the Producer 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 Producer’s safety executives, Labor Relations) to address the concern.

The COVID-19 Compliance Supervisor 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 Producer’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 on 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 his/her designee shall provide training to the UPM, First AD/Key Stage Manager and other department heads, so that they can assist in the execution of the COVID-19 Compliance Supervisor’s directives with respect to employees under their supervision. In the event that any individual believes that there has been a violation of the Producer’s COVID-19 health and safety protocols, he or she should report the matter to his/her 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 Producer's safety hotline or, if there is none, the individual designated at the start of the production to receive those reports.

No employee 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 employee exposed to a clear and present danger to life or limb relating to COVID-19.

- c. Producer shall hire additional staff as it deems necessary to work under the COVID-19 Compliance Supervisor's supervision and assist in carrying out his/her duties. A Producer may elect to hire an employee from a classification represented by the IATSE, Teamsters, Basic Crafts Unions or DGA to perform both COVID-19 compliance and enforcement duties and work covered by one of the agreements referenced in Item 1.b. above ("bargaining unit work"), provided that the employee is hired in addition to the regular complement of crew on the production. Employees so hired shall be covered by the applicable collective bargaining agreement and subject to the minimum terms and conditions applicable to the classification in which the employee is engaged. During the course of the workday, the employee may be assigned to perform COVID-19 compliance and enforcement duties and/or bargaining unit work, the extent and duration of such duties being at the Producer's discretion.

It is understood that employees who are part of the regular complement of crew may perform duties related to COVID-19 compliance and enforcement that are incidental to the employee's bargaining unit work and do not interfere with the employee's performance of bargaining unit work.

The Unions agree that the assignment of COVID-19 compliance and enforcement duties to members of their respective bargaining units is on a non-exclusive basis and without any requirement for additional minimum compensation, and that Producers' practices in so assigning such duties shall not create exclusive jurisdiction or binding practice to assign any portion of such work to employees represented by any Union.

The COVID-19 Compliance Supervisor may make recommendations to the Producer regarding the level of staffing required within his/her 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 his/her direct supervision.

- d. The COVID-19 Compliance Supervisor or his/her designee will provide instruction to employees on COVID-19-related protocols as needed.

- e. The Producer 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.

6. **Training:**

a. ***COVID-19 Health and Safety Protocol Training:***

Successful completion of COVID-19 training shall be a condition of employment for all employees. A Producer may require employees to complete the industry-wide "C19" COVID-19 Training course or may instead provide employees with its own COVID-19 training course covering material that is substantially similar to the material covered in the industry-wide "C19" COVID-19 Training course.

An employee employed in a classification for which a roster or Qualification List exists must complete the industry-wide "C19" COVID-19 Training course as a requirement for initial and continued placement on the roster or Qualification List.

COVID-19 training courses 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 a COVID-19 training course via bulletins or briefings at daily safety meetings.

- b. ***Compensation for Time Spent Training:*** Each employee who is directed by a Producer to take the industry-wide "C19" COVID-19 Training course, or who takes the industry-wide "C19" COVID-19 Training course for purposes of initial or continued placement on a roster or Qualification List, 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 employee 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. Time spent attending a Producer-specific training course will be treated as work time and paid accordingly.

7. **Personal Protective Equipment**

- a. Producers shall provide all employees with face masks. Such masks are to be worn by employees who are not fully vaccinated at all times on the job site, except when eating, drinking, or when their job duties prevent them from doing so. Fully vaccinated employees are to wear face masks at all times while riding in a vehicle with others and when working indoors, unless the indoor space utilizes air filters with a MERV-13 rating or higher, or alternatively, the indoor space has implemented CDC recommendations on air filtration in buildings

(e.g., use of adequate portable HEPA filters and increased airflow) and the Producer makes best efforts to maximize airflow.

- b. Employees 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 upon request be provided with a face shield or goggles in addition to a face mask.
- c. The face masks, 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. Employees who wish to bring and utilize their own face masks, face shields and/or goggles may do so, provided that the COVID-19 Compliance Supervisor or his/her designee approves in advance.

A Producer may implement a reasonable policy regarding personal protective equipment that is more stringent than the above protocols when the Producer does so for the purpose of maintaining a safe working environment.

8. **Temporary COVID-19 Paid Sick Leave**

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

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

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

Effective May 1, 2021, all employees shall have a total of ten (10) days of temporary COVID-19 paid sick leave per Producer, which may be used through December 10, 2021, and 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 employees 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 employee has tested positive for COVID-19 or exhibited symptoms of COVID-19.
  - ii. The Producer has requested that the employee isolate or self-quarantine because another person with whom he or she has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
  - iii. A member of the employee’s household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
  - iv. A public official or healthcare provider has requested that the employee isolate or self-quarantine due to COVID-19 (other than a quarantine described in Item 9 below).
  - v. The Employee must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID-19.
  - vi. The Employee needs to care for a child, parent or spouse who is subject to a federal, state or local quarantine or isolation order related to COVID-19 or has been advised by a healthcare provider to self-quarantine related to COVID-19.
  - vii. The employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work.
  - viii. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19. The employee must make meaningful efforts to cooperate with production in scheduling the appointment so as to minimize disruption to the production. Upon request of the Producer, an employee who receives a temporary COVID-19 paid sick leave to attend a vaccination appointment shall furnish documentation of the vaccination, which may include completion of an attestation form supplied by the Producer.
- d. For each day of temporary COVID-19 paid sick leave used by an employee, the employee shall receive payment as set forth below, based on the employee’s contracted rate, but in no event more than \$750 (\$750 CAD, if applicable) per day and \$7,500 (\$7,500 CAD, if applicable) in the aggregate. An employee who is paid his/her 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 his/her salary or guarantee.

i. IATSE/Teamsters/Basic Crafts Unions

- (1) Daily employees – payment for a minimum call.
- (2) Hourly employees without a minimum call – payment for eight (8) hours.
- (3) Weekly employees – one-fifth (1/5) of weekly/on-call rate.
- (4) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – *pro rata* daily rate.

*Fringe benefits:* Such payments shall be subject only to health/welfare contributions, pension contributions and IAP/annuity contributions, if applicable. Such payments shall not be subject to vacation or unworked holiday payments, nor any other fringe benefit contributions, except that paid sick leave for a daily employee employed under the Local #839 Agreement is inclusive of vacation and holiday pay.

ii. DGA

- (1) Directors – one-fifth (1/5) of the weekly salary, or the daily rate for a Director who is engaged for daily employment as permitted under the Basic Agreement or FLTTA.
- (2) UPMs/Assistant Directors/Associate Directors employed under the Basic Agreement
  - (A) Daily employees – applicable daily rate.
  - (B) Weekly employees – one-fifth (1/5) of the studio weekly rate.
- (3) Associate Directors/Stage Managers employed under the FLTTA
  - (A) Prime Time Dramatic
    - 1) Daily – applicable daily rate.
    - 2) Weekly – one-fifth (1/5) of the studio weekly rate.
  - (B) Other than Prime Time Dramatic
    - 1) Daily – payment for eight (8) hours (or twelve (12) hours if engaged on a daily flat basis).

- 2) Weekly – one-fifth (1/5) of the weekly rate.

Such payments shall be subject to pension and health contributions.

iii. SAG-AFTRA

- (1) Day performer – daily rate.
- (2) Three-day performer – one-third (1/3) of the three-day rate.
- (3) Weekly performer – one-fifth (1/5) of the weekly rate.
- (4) Major role performer – performer’s contracted rate, divided by the number of work days covered by the contracted rate.
- (5) Series contract performer – performer’s “per episode” salary, divided by the number of scheduled work days for the episode.

A series contract performer shall receive temporary COVID-19 paid sick leave only under the following circumstances:

- (A) The performer’s Eligible COVID-19 Event causes the performer to be absent for all or part of the production of a guaranteed episode in which he/she was scheduled to appear, and the performer is not otherwise paid his/her full episodic fee for that episode. If the performer is absent for the entire episode, he/she shall be paid temporary COVID-19 sick leave based on the number of scheduled shooting days. If the performer is absent for part of the episode, he/she shall be paid temporary COVID-19 sick leave based on the number of days in the shooting schedule less the number of days worked on the episode.
  - (B) The performer’s Eligible COVID-19 Event causes the performer to work outside his/her overall production period, in which case the performer shall be paid temporary COVID-19 sick leave based on the number of days worked outside the overall production period.
  - (C) The performer has an Eligible COVID-19 Event that occurs outside his/her overall production period, in which case the performer shall be paid temporary COVID-19 sick leave based on the number of days of absence.
- (6) Background actor – daily rate.

(7) Voice actor – session fee.

Such payments shall be subject to pension and health contributions.

A Schedule F deal performer or a performer employed on a multi-part closed-end picture under Schedule F who is absent because of an Eligible COVID-19 Event which occurs during the period of time that the performer is contracted to work for the Producer shall not be entitled to payment for such days under the temporary COVID-19 sick leave provision, unless the performer's guarantee is reduced as a result. If the performer is not replaced and cannot complete services within the contracted work period due to absence because of an Eligible COVID-19 Event, the Producer may recall the performer outside the contracted work period for a number of non-consecutive days equal to the number of days the performer was absent due to the Eligible COVID-19 Event, subject to the performer's professional availability. The performer shall advise the Producer of any existing professional commitments outside the contracted work period and shall keep the Producer apprised of his/her professional availability by advising the Producer of any new professional commitments outside the contracted work period in a timely manner. The performer will cooperate to the fullest extent in trying to make his/her services available to the Producer if recalled outside the contracted work period. In the event the performer is recalled outside the contracted work period, he/she shall receive temporary COVID-19 sick pay for the number of days the performer's contracted work period was extended. The foregoing shall not be deemed to diminish any other rights of recall the Producer may possess.

Payments made under this temporary COVID-19 sick leave provision shall not impact any calculation of residuals.

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

receiving payment pursuant to the foregoing temporary COVID-19 paid sick leave policy.

- i. If an employee has an Eligible COVID-19 Event while on distant location and is unable to return home, the Producer shall provide the employee 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 8.
- j. To the extent that an employee 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. An employee who is absent from work due to an Eligible COVID-19 Event will be reinstated to his/her original position on the production, provided that: (a) the position continues to exist or the role has not been recast; and (b) if the absence was due to the employee's own COVID-19 status (*i.e.*, a positive test or symptoms) or the COVID-19 status of someone in the employee's household or with whom the employee had come into close contact, the employee satisfies the Producer's eligibility requirements for return to work; however, for continuity purposes, a Producer is not required to reinstate an employee on an episodic series or serial until work on the current episode has been completed. If the employee's absence exceeds fourteen (14) consecutive calendar days, the parties will discuss on a case-by-case basis, upon the request of the Producer, issues related to the individual's reinstatement.
- l. The Unions shall waive COVID-19-related sick leave laws to the extent that such laws permit waiver in a collective bargaining agreement.

The Unions expressly waive, to the full extent permitted by law, the application of the following to all employees employed under the collective bargaining agreements listed in Item 1.b. above: The City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended February 10, 2021); the Los Angeles County COVID-19 Supplemental Paid Sick Leave (Title 8.200 of the Los Angeles County Code); the Los Angeles County Employee Paid Leave for Expanded Vaccine Access (Title 8, Chapter 8.205 of the Los Angeles County Code); and any other ordinance, statute or law requiring COVID-19-related paid sick leave that is hereafter enacted. It is understood that the Unions and the AMPTP 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 employees in addition to any other leave the employees would receive under any applicable collective bargaining agreement. In the event an employee has an "Eligible COVID-19 Event" as defined in Item 8.c. above, the employee must use the temporary COVID-19 paid sick leave described in this Item 8 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.

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

This Item 9 applies after an employee has been engaged and the employee is required to isolate or self-quarantine at the request of the Producer (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 an employee's work on a production; or

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

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

- a. The Producer may individually negotiate payment for time spent in isolation or self-quarantine with:
  - i. Directors employed on a theatrical motion picture, a pilot or a long-form television motion picture/long-form High Budget SVOD Program, or who are employed under Paragraph 10-109 of the Basic Agreement;
  - ii. Schedule F deal performers guaranteed \$40,000 or more per television motion picture or High Budget SVOD Program or \$80,000 or more per theatrical motion picture. Notwithstanding the foregoing, no payment is due for days spent in isolation or self-quarantine that are within the overall production period of a series contract performer whose guarantee meets one of the thresholds specified in Section 14(b)(1) or (2) of the SAG-AFTRA Television Agreement.<sup>29</sup>
  - iii. Performers employed on a multi-part closed-end picture under Schedule F who are guaranteed \$80,000 or more for the multi-part picture and \$20,000 or more per part.

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<sup>29</sup> The foregoing is not intended to preclude a series contract performer who enters into a contract on or after the effective date of this Agreement and whose guarantee meets one of the thresholds specified in Section 14(b)(1) or (2) from negotiating payment for time spent in isolation or self-quarantine as a better condition of employment.

- iv. IATSE employees employed in the jurisdiction of the IATSE Basic Agreement or from within the geographical jurisdictions of the IATSE Area Standards Agreement or IATSE New York Local Agreements (*i.e.*, Locals #52, #161, #764, #798 and USA 829) who perform work outside the limits of the United States, its territories and Canada.
  
- b. Employees who are not fully vaccinated and who are required to isolate or self-quarantine pursuant to the law of a jurisdiction that requires travelers from outside the jurisdiction who are not fully vaccinated to self-quarantine, but exempts fully vaccinated travelers from self-quarantine, shall be paid the minimum amount required by applicable law; such amount shall not be subject to fringe contributions. The foregoing does not apply to employees who cannot be vaccinated due to a disability or a sincerely held religious belief, practice or observance.
  
- c. All other employees shall be paid for time spent in isolation or self-quarantine as set forth below, based on scale for the employee's job classification/applicable minimum.<sup>30</sup>
  - i. IATSE/Teamsters/Basic Crafts Unions
    - (1) For each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine:
      - (A) Daily employees – payment for a minimum call.
      - (B) Hourly employees without a minimum call – payment for eight (8) hours.
      - (C) Weekly employees – one-fifth (1/5) of the distant location weekly/on-call rate.
      - (D) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – *pro rata* daily rate.

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<sup>30</sup> This provision does not alter the terms of any agreement entered into prior to the effective date of this Agreement regarding payment for time spent in isolation or self-quarantine under the circumstances covered by this Item 9.

- (2) For each of the final two (2) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine:
  - (A) Daily and weekly (other than “on-call”) employees; hourly employees without a minimum call – four (4) hours of pay, plus pension and health/welfare contributions for eight (8) hours.
  - (B) “On-Call” Employees – one-twelfth (1/12) of the weekly/on-call rate, plus pension and health/welfare contributions for seven (7) hours on the sixth (6<sup>th</sup>) day out of each seven (7) consecutive day period, or for eight (8) hours on the seventh (7<sup>th</sup>) day out of each seven (7) consecutive day period.
  - (C) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – one-half (½) of the *pro rata* daily rate, plus applicable pension and health/welfare contributions.

If the applicable collective bargaining agreement provides for a daily contribution rate, contributions shall be made at the daily rate for each of the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days out of each seven (7) consecutive day period. If the applicable collective bargaining agreement provides for a percentage contribution rate, contributions shall be calculated on the payment set forth above.

*Fringe benefits:* Such payments shall be subject only to health/welfare contributions, pension contributions and IAP/annuity contributions, if applicable. Such payments shall not be subject to vacation or unworked holiday payments, nor any other fringe benefit contributions, except that paid sick leave for a daily employee employed under the Local #839 Agreement is inclusive of vacation and holiday pay.

ii. DGA

- (1) Directors – one-fifth (1/5) of the weekly salary, or the daily rate for a Director who is engaged for daily employment as permitted under the Basic Agreement or FLTTA, for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.
- (2) UPMs/Assistant Directors/Associate Directors employed under the Basic Agreement

- (A) Daily employees – one-fourth (1/4) of the distant location weekly rate for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.
  - (B) Weekly employees – one-seventh (1/7) of the distant location weekly rate for each day in which the employee is in isolation or self-quarantine.
- (3) Associate Directors/Stage Managers employed under the FLTTA
- (A) Prime Time Dramatic
    - 1) Daily employees – one-fourth (1/4) of the distant location weekly rate for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.
    - 2) Weekly employees – one-seventh (1/7) of the distant location weekly rate for each day in which the employee is in isolation or self-quarantine.
  - (B) Other Than Prime Time Dramatic
    - 1) Daily – payment for eight (8) hours for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.
    - 2) Weekly – one-fifth (1/5) of the weekly rate for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine; eight (8) hours at straight time for each of the final (2) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.

Such payments shall be subject to pension and health contributions.

iii. SAG-AFTRA

- (1) Performers – Schedule B weekly minimum (currently \$3,664) for each seven (7) consecutive day period in which the employee is in isolation or self-quarantine (or *pro rata* for any period of less than seven (7) days).

The overall production period for a series contract performer whose guarantee does not meet one of the thresholds specified in Section 14(b)(1) or (2) of the Television Agreement shall be suspended during any period for which he/she receives payment for time spent in isolation or self-quarantine under this provision (*i.e.*, such days shall not count towards the performer's overall production period).

No payment is due if such days are within the overall production period of a series contract performer whose guarantee meets one of the thresholds specified in Section 14(b) (1) or (2) of the Television Agreement.<sup>31</sup>

- (2) Background actors – daily minimum for a background actor for each of the first five (5) days out of each seven (7) consecutive day period in which the employee is in isolation or self-quarantine.

Such payments shall be subject to pension and health contributions, but shall not impact any calculation of residuals.

If the employee performs work at the direction of the Producer while in isolation or self-quarantine, he/she shall instead be paid pursuant to his/her contract of employment for any day on which the employee performs such work.

#### 10. **Meals and Individual Packaging**

Self-serve “buffet style” food service, including salad bars, trays of food, or any food service that requires employees to share utensils such as serving spoons or tongs, will not be permitted for food service to employees who are not fully vaccinated. Adequate space of no less than six feet of distance must be provided to employees who are not fully vaccinated to ensure physical distancing can be maintained during meal periods.

Compliance with the foregoing satisfies any obligations under the collective bargaining agreements to provide a meal to employees. Producer shall not be required to provide employees with a hot meal.

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<sup>31</sup> The foregoing is not intended to preclude a series contract performer who enters into a contract on or after the effective date of this Agreement and whose guarantee meets one of the thresholds specified in Section 14(b)(1) or (2) from negotiating payment for time spent in isolation or self-quarantine as a better condition of employment.

11. **Electronic Receipt of Documents**

To the extent the Producer implements electronic documents in lieu of paper documents, employees shall accept e-delivery of and provide e-signatures for the following items: (1) start paperwork; (2) time cards; (3) deal memos; (4) direct deposit of payroll (where Union consent to direct deposit is not permissible, Producers shall be permitted to mail checks); (5) extras vouchers; (6) fitting vouchers; (7) audition sign-in sheets and (8) SAG-AFTRA Exhibit Gs (one electronic Exhibit G may be sent to all performers). If an employee does not possess or have access to a device or technology which permits receipt and transmission of electronic documents, the Producer will either provide the employee with a hard copy of the document or make other arrangements for the employee to receive and sign electronic documents.

12. **Contact Tracing**

While the employees are on the job site, Producers may require that employees participate in systems that enable contact tracing, such as use of a “punch card” system to record the employee’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). Producers may require employees to sign documentation consenting to the use of such electronic devices in contact tracing.

In the event that a Producer uses electronic devices for contact tracing, it may access information collected from those devices only for purposes of tracing individuals that the employee 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.

13. **Consent to Producers’ COVID-19 Policies and Procedures**

Each Producer 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 employees covered by this Agreement.

The Producer may require employees to acknowledge receipt of the Producer’s COVID-19 policies and procedures and to adhere to such policies and procedures.

Union representatives agree to cooperate and comply with all Producer policies and procedures with respect to testing and other health screening procedures for Zone A or Zone B employees, 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 Producer shall provide the Union with a copy of its COVID-19 policies and procedures.

14. **All Budget Thresholds Exclude COVID-19-Related Expenses**

Under certain provisions of the collective bargaining agreements (including the IATSE and DGA Low Budget Agreements), terms and conditions of employment are linked to the budget of a program. The parties have discussed the increased costs that productions will incur to implement various health and safety protocols related to the COVID-19 pandemic. Because those unprecedented costs are additive to the standard production costs on which the parties negotiated the budget tiers that determine terms and conditions of employment, the parties agree that the following costs shall be excluded from consideration of whether a program falls within a given budget tier: health screening (including testing, health assessment surveys and temperature checks), personal protective equipment, salaries of COVID-19 compliance monitor(s) performing only COVID-19-related duties, COVID-19-related cleaning costs in excess of ordinary or usual cleaning costs, portable hand washing stations (unless they would have been necessary in the absence of COVID-19), additional bathroom units, costs of lodging, per diem for employees who are required to isolate or self-quarantine and payments made to employees during any self-isolation or quarantine (other than those due to an “Eligible COVID-19 Event,” as defined in Item 8.c. above), and costs associated with employer-provided vaccinations.

15. **Work from Home**

The following applies when a Producer requires an employee to work remotely from home:

- a. If an employee does not have equipment necessary to work remotely from home and the Producer does not provide such equipment, the employee shall submit a request to the Producer for purchase of the necessary equipment. Producer shall reimburse the employee for any pre-approved purchases after the employee submits receipts or other appropriate proof of purchase.
- b. Producer shall provide an employee with any technology training that it determines is necessary in order for the employee to work remotely from home.
- c. Producer shall reimburse any necessary and reasonable costs that an employee incurs as a direct consequence of working remotely from home, provided that the Producer has approved such expenses in advance and the employee submits appropriate proof of the expense.

16. **Transportation**

- a. When transportation is provided by the Producer, it may operate at full capacity.

- b. At all times while in transit, cast and crew must wear face masks. If any vehicle contains a passenger who is not wearing a face mask (e.g., a cast member whose make-up has been applied), passengers shall observe physical distancing.

17. **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.

18. **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.

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

The parties incorporate certain of the guiding principles and the following recommendations of the Industry-Wide Labor-Management Safety Committee Task Force White Paper, with some modifications, as provided in Exhibit A to this Agreement:

- a. Infection Control – Hand Hygiene
- b. Infection Control – Disinfection and Maintenance
- c. Infection Control – Food and Beverages
- d. Infection Control – General Infection Prevention Issues
- e. Protecting and Supporting Cast and Crew Health and Safety – Development of Symptoms
- f. Physical Distancing – Meetings
- g. Physical Distancing – Writers’ Rooms
- h. Physical Distancing – Audiences
- i. Physical Distancing – Shared Workspaces
- j. Unique Production-Specific Concerns – Special Considerations for Cast and Crew Working in Close Proximity to Performers
- k. Unique Production-Specific Concerns – Special Considerations for Performer
- l. Unique Production-Specific Concerns – Special Considerations for Travel
- m. Unique Production-Specific Concerns – Special Considerations for Filming on Location

A Producer may implement any of those guidelines from the White Paper found in Exhibit A or Appendix A of the Return to Work Agreement dated September 21, 2020, but which do not appear in Exhibit A or Appendix A to this Agreement.



## **DGA Items**

### **20. One Director To A Film on Episodic Television**

The parties recognize that situations may arise in which the original Director of an episode is unavailable due to reasons related to COVID-19 (e.g., the original Director is or becomes ill, a location becomes available after being closed due to COVID-19 when the original Director is unavailable, or scenes must be shot at a time when a jurisdiction eases restrictions on crowd or intimate scenes and the original Director is unavailable at such time). To minimize the possibility of introducing a new employee who may be infected with COVID-19 to the production, the Guild and the Producer shall enter into good faith discussions to allow someone who is already engaged on the production to direct scenes for another Director's episode when such situations arise.

### **21. Temporary Upgrade of an Assistant Director**

Producer may temporarily upgrade an Assistant Director to a higher classification to replace an employee who is absent due to an Eligible COVID-19 Event (as defined in Item 8.c. above for purposes of temporary COVID-19 paid sick leave), even if he/she is not on the Qualification List for such higher classification. The Producer shall notify the Guild as soon as practicable after it becomes aware that a replacement is necessary, so that the parties can discuss a plan for the return of the absent employee or a replacement from the applicable Qualification List.

### **22. Electronic Transmissions**

*The following represents the parties' understanding regarding electronic transmission of images and/or sound under Paragraph 7-1505 of the DGA Basic Agreement during the thirty (30) days following the effective date of this temporary Agreement to address return to work issues associated with COVID-19. Upon the expiration of the thirty (30) day period, the parties agree that the terms of Basic Agreement Paragraph 7-1505 shall apply. The parties shall make good faith efforts during the thirty (30) day period to schedule a meeting of the Creative Rights Committee to negotiate the terms and best practices referred to in Basic Agreement subparagraph 7-1505(c).*

“Due to the unique nature of the COVID-19 pandemic, the use of electronic transmission of images and/or sound from the set, stage or control booth may be necessary to reduce the number of people that are physically present on the set or stage or in the control booth, so as to allow for appropriate physical distancing.

“Accordingly, the parties acknowledge that the Producer may make images and/or sound of rehearsals and/or takes of scenes available via electronic transmission to one or more locations near and/or outside the production area to persons who, if not for physical distancing necessitated by COVID-19, would have been present on the set or stage or in the control booth, including:

- “(i) the Director of Photography and Sound Mixer;
- “(ii) Assistant Directors;
- “(iii) Hair Stylists, Make-up Artists and Costumers;
- “(iv) parents, guardians, teachers, social workers, welfare workers and other people responsible for monitoring minor performers;
- “(v) union representatives; and
- “(vi) other employees of the Employer or visitors to set who would have had a legitimate business reason to be present on set (e.g., writers, executive producers, network executives).

“It is understood that the use of such electronic transmission for purposes of COVID-19 prevention shall not expand the number of people who would have had access to the set, stage or control booth, if not for the physical distancing requirements necessitated by COVID-19. With respect to rehearsals and/or takes of intimate scenes, access to images and/or sounds via electronic transmission shall be limited to those who would have been physically present on set or who would have had access to monitors during such scenes, if not for the physical distancing necessitated by COVID-19.

“Such electronic transmission shall be implemented in consultation with the Director. If the electronic transmission is to a location outside the production area, the Employer shall notify the Director of the name and title of the individual(s) receiving the electronic transmission. If more than one such individual has creative notes for the Director, the notes should be delivered to the Director by a single person designated by the Employer, or, alternatively, the individuals should coordinate with each other and the Director to deliver the notes together. Ideally, notes should be reserved until after the Director has had a chance to make initial adjustments with performers, and should be succinct and immediate, if possible.

“It is understood that the parties may make separate arrangements for use of electronic transmissions on multi-camera programs in order to accommodate the continuation of normal business practices on such programs, while also providing for physical distancing necessitated by COVID-19.”

23. **“On or About” Start Dates**

The DGA waives the obligation in Paragraph 4-103(c) of the Basic Agreement and Article 14.D.3. of the FLTTA to provide a specific date when postponing a Director’s “on or about” start date when the production shuts down or the

schedule pushes by more than seven days due to COVID-19-related reasons, so that the Producer and Director may agree to move the "on or about" start date once to a future unspecified date.

If the Producer and Director are ultimately unable to agree on a new "on or about" start date for the motion picture or program on which the Director is booked, the Producer, upon mutual agreement by the Director, may attempt to book the Director on a comparable assignment which has minimum terms and conditions no less than those of the booked episode, and this new assignment shall satisfy the Producer's pay-or-play commitment.

The employment on a comparable assignment must commence within one year of the originally scheduled start date of the episode for which the parties could not agree on a new start date. In the event no agreement can be reached on scheduling a comparable assignment, the Director shall be paid the episodic fee for the episode for which the parties could not agree on a new start date.

In the event the Producer chooses to pay the Director's salary or a portion thereof in advance of the Director's start date, such payment may be credited against compensation for future services performed for the Producer, provided that the Producer notifies the DGA and the Producer and Director execute a confirming agreement.

24. **Substituting Director**

Without prejudice to either party's position on the application of Paragraph 3-102 or the double-asterisked provision of Paragraph 10-101 of the Basic Agreement, the parties agree to the following when a Director is replaced due to the Director's Eligible COVID-19 Event:

- a. Theatrical motion picture – The substituting Director shall only be guaranteed the greater of the number of guaranteed days remaining under Paragraph 3-101 or the number of days actually remaining on the shooting schedule at the time such substituting Director begins the assignment. In addition, the substituting Director shall receive no less than one hundred fifty percent (150%) of minimum compensation for the work performed. However, there shall be no compounding of premium pay to such substituting Director for work performed on a holiday or for the sixth or seventh day worked in the Director's workweek.
- b. Television motion picture/High Budget SVOD Program – The substituting Director shall only be guaranteed the greater of the number of guaranteed shooting days remaining under Paragraph 10-101 (or Paragraph D. of Sideletter No. 35 for a High Budget SVOD Program) or the number of days actually remaining on the shooting schedule at the time such substituting Director begins the assignment. In addition, the substituting Director shall be guaranteed payment for prep time as follows: the guaranteed prep time shall bear the same relation to the number of days remaining

on the shooting schedule at the time the substituting Director begins the assignment as the maximum preparation days provided in Paragraph 10-101 (or Paragraph D. of Sideletter No. 35 for a High Budget SVOD Program) for a motion picture of that type bears to the maximum number of shooting days provided in Paragraph 10-101 (or Paragraph D. of Sideletter No. 35 for a High Budget SVOD Program) for a motion picture of that type.

25. **Employment of DGA-Represented Individuals to Work Under the COVID-19 Compliance Supervisor's Supervision**

An employee previously employed under the DGA Basic Agreement or FLTTA who is hired to perform work covered under either of those agreements and to assist the COVID-19 Compliance Supervisor in carrying out his/her duties under Item 5.c. above shall be covered as a Second Second Assistant Director, an Additional Second Assistant Director or Stage Manager, as applicable.

The Employer shall submit a deal memo reflecting the category under which the employee is hired and indicating that the individual is employed as part of the COVID-19 compliance team. There shall be no penalty for an inadvertent failure to indicate that an employee is part of the COVID-19 compliance team on the deal memo.

Such employee cannot be upgraded pursuant to Item 21 above ("Temporary Upgrade of an Assistant Director"), shall not share in any residuals generated from the project and shall not be entitled to mandatory DGA screen credit.

**IATSE Item**

26. **Stand-by or Relay Calls**: Producer shall have the ability to issue a stand-by call or relay call if a production exigency related to COVID-19 arises.

**SAG-AFTRA Items**

27. **Consecutive Employment/Span**:

- a. *Testing*: Time spent undergoing COVID-19 testing and awaiting the results of such testing does not start span for series contract performers whose guarantees do not meet one of the thresholds specified in Section 14(b) of the SAG-AFTRA Television Agreement (*i.e.*, \$20,000 per episode, \$100,000 per series when such series is one of a number of series presented in a combined series format or \$150,000 for a 13 episode guarantee), nor consecutive days of employment for performers other than series contract performers.
- b. *Quarantine*: If a performer is placed in quarantine prior to the start of production due to COVID-19, such quarantine period does not start span for series contract performers whose guarantees do not meet one of the thresholds specified in Section 14(b) of the SAG-AFTRA Television Agreement (*i.e.*, \$20,000 per

episode, \$100,000 per series when such series is one of a number of series presented in a combined series format or \$150,000 for a 13 episode guarantee), nor consecutive days of employment for performers other than series contract performers.

- c. The Union shall not unreasonably deny requests to waive payment of intervening days when a Producer recalls a daily or weekly performer following an interruption in the performer's work due to reasons related to COVID-19, provided that the Producer gives the performer a specific recall date which is at least five (5) days after the date of the interruption, and the performer is not on overnight location.
- d. In the event that a production is suspended due to reasons related to COVID-19, the Producer may renegotiate the performer's personal services agreement for the production so that the performer can be recalled (subject to his/her professional availability) without payment for the intervening days, in lieu of terminating the performer under Section 61 of the Television Agreement or the "Illness of Performer (Suspension of Salary and Termination)" or "Emergency Suspension or Termination" provisions in the Codified Basic Agreement.

28. **Studio Teachers - Remote Instruction**: Amend SAG-AFTRA Codified Basic Agreement Section 50.D. to provide that studio teachers may instruct minors remotely to the extent permitted by law or the applicable governmental authority.

29. **Voiceover/ADR/Looping**

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

- a. Producer will consider in good faith the request of any voiceover/ADR/Looping performer to work from home when circumstances permit. Producer's decision shall be final.
- b. The protocols to be followed for sanitizing voiceover and 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. Voiceover and 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 Producer.
- d. Confined spaces where performers vocalize, such as voiceover and 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, Producer 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 Producer's security and/or confidentiality concerns, scripts and/or music will be provided to the performer in digital format when the performer indicates to the Producer 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 voiceover, ADR or looping sessions, and who is not required to come within six (6) feet of other individuals at the location where work is to be performed for longer than fifteen (15) minutes, is not required to undergo COVID-19 testing.

Multiple performers present in the same space (e.g., a recording booth) while recording voiceover, ADR or looping sessions are subject to the testing protocols for "Zone A" employees set forth in Item 3.a., "Health Screening – Testing," of this Agreement.

- g. Producers and SAG-AFTRA will meet as soon as practicable after the effective date of this Agreement to discuss additional protocols that may be applicable to group voiceover/ADR/looping and singing.

**ON BEHALF OF THE PRODUCERS LISTED IN THE PREAMBLE REPRESENTED BY THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

By:   
Carol A. Lombardini

Date: July 20, 2021

**ON BEHALF OF THE DIRECTORS GUILD OF AMERICA, INC.**

By: \_\_\_\_\_  
Russell Hollander

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

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, Producer 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 Producer's security and/or confidentiality concerns, scripts and/or music will be provided to the performer in digital format when the performer indicates to the Producer 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 voiceover, ADR or looping sessions, and who is not required to come within six (6) feet of other individuals at the location where work is to be performed for longer than fifteen (15) minutes, is not required to undergo COVID-19 testing.

Multiple performers present in the same space (e.g., a recording booth) while recording voiceover, ADR or looping sessions are subject to the testing protocols for "Zone A" employees set forth in Item 3.a., "Health Screening – Testing," of this Agreement.

g. Producers and SAG-AFTRA will meet as soon as practicable after the effective date of this Agreement to discuss additional protocols that may be applicable to group voiceover/ADR/looping and singing.

**ON BEHALF OF THE PRODUCERS LISTED IN THE PREAMBLE REPRESENTED BY THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

By: \_\_\_\_\_  
Carol A. Lombardini

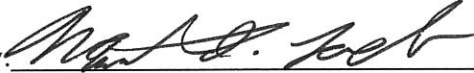
Date: \_\_\_\_\_

**ON BEHALF OF THE DIRECTORS GUILD OF AMERICA, INC.**

By:  \_\_\_\_\_  
Russell Hollander

Date: 7/20/21

**ON BEHALF OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED  
CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AND ITS  
LOCAL UNIONS IN NORTH AMERICA**

By:   
Matthew D. Loeb

Date: 7/20/21

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

By: \_\_\_\_\_  
Duncan Crabtree-Ireland

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

**ON BEHALF OF THE BASIC CRAFTS UNIONS LISTED IN THE PREAMBLE**

By: \_\_\_\_\_  
Steve Dayan

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

**ON BEHALF OF THEATRICAL DRIVERS AND HELPERS, LOCAL UNION #817,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

By: \_\_\_\_\_  
Thomas O'Donnell

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



**ON BEHALF OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED  
CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AND ITS  
LOCAL UNIONS IN NORTH AMERICA**

By: \_\_\_\_\_  
Matthew D. Loeb

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

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

By:  \_\_\_\_\_  
Duncan Crabtree-Ireland

Date: 7/20/2021

**ON BEHALF OF THE BASIC CRAFTS UNIONS LISTED IN THE PREAMBLE**

By: \_\_\_\_\_  
Steve Dayan

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

**ON BEHALF OF THEATRICAL DRIVERS AND HELPERS, LOCAL UNION #817,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

By: \_\_\_\_\_  
Thomas O'Donnell

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

**ON BEHALF OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED  
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By: \_\_\_\_\_  
Matthew D. Loeb


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

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By: \_\_\_\_\_  
Steve Dayan

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

**ON BEHALF OF THEATRICAL DRIVERS AND HELPERS, LOCAL UNION #817,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

By: Thomas J. O'Donnell  
Thomas O'Donnell

Date: 07/21/2021

## **EXHIBIT A (Applicable to Parts I and II)**

### **Industry-Wide Labor-Management Safety Committee Task Force White Paper**

#### **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.
- The judgment of Department Heads and their crews, in collaboration with Unit Production Managers (UPMs) and Assistant Directors (ADs), will be considered when structural and logistical changes are made to accommodate the new working practices.
- Adequate staffing and space for physical distancing is essential for an effective health and safety plan.
- Resuming production during this time may be highly stressful and cause anxiety. The implementation of mental health resources to support the wellness of those participating in a production may be necessary. Options could include:
  - o Emotional support hotline
  - o Telemedical health and behavioral health resources
  - o Mindfulness training; and
  - o Provision of online tools and resources.
- 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.

## **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.

High-touch surfaces shall be wiped down periodically with appropriate 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.

### *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 periodically.
- Hands shall be cleaned before and after handling props, accessories and other items.

### *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.

## **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.
- Solely with respect to unvaccinated employees, because face masks cannot be worn while eating, adequate eating space must be provided to such employees to ensure physical distancing can be maintained during meal periods.

### **INFECTION CONTROL – GENERAL INFECTION PREVENTION ISSUES**

- Limit the duration of workdays and excessive consecutive workdays whenever possible.
- Visitors to set should be limited unless absolutely necessary.<sup>32</sup> 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.
- Fully vaccinated Union representatives may visit set workplaces in accordance with the applicable collective bargaining agreement and will be subject to any applicable testing requirements. Unvaccinated Union representatives exercising their rights to visit workspaces will be subject to the safety guidelines required of a visitor.
- 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).

### **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 Producer) 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

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<sup>32</sup> The parties agree that this means the individuals who have no business purpose for being on set should not visit the set.

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 who are not fully vaccinated 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 who are not fully vaccinated 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. The recommendations in this Exhibit A regarding physical distancing and PPE shall also apply to fully vaccinated employees when working indoors, unless the indoor space utilizes air filters with a MERV-13 rating or higher, or alternatively, the indoor space has implemented CDC recommendations on air filtration in buildings (e.g., use of adequate portable HEPA filters and increased airflow) and the Producer makes best efforts to maximize airflow.

### *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.

### *Writers' Rooms*

- Employees working in writers' rooms who are not fully vaccinated should maintain 6 feet of distance, use face coverings and perform hand hygiene before and after the meeting, or, alternatively, Producer may allow such employees to work remotely.

### *Audiences*

- On a case-by-case basis, live audiences may be used as long as audience members are fully vaccinated and undergo symptom screening on entry.
- An appropriate physical separation shall be maintained at all times between performers working without PPE and audience members. Medical professionals shall be consulted to determine the nature of the physical separation required for the safety of the performer in such situations.

### *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.

### **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. The following shall be in place:

- Alter workspaces to permit physical distancing for those who are not vaccinated.
- Control the entrants to trailers and other workspaces.
- Allow sufficient work time to follow safety protocols.
- All unvaccinated cast and crew in close proximity must wear a face mask and/or face shield at all times (except when impossible, e.g. a performer having makeup applied) and perform hand hygiene before and after the encounter.

### **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, unvaccinated performers shall practice physical distancing.
- For productions operating under Part I of the Return to Work Agreement:
  - o 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.
  - o The number of people involved in close proximity with a performer should be kept to a minimum whenever possible.



- For productions operating under Part II of the Return to Work Agreement:
  - o Unless the performer agrees otherwise, make-up and hair personnel will be required to wear masks when physical distancing is not possible and the performer cannot wear PPE.
  - o The number of unvaccinated people in close proximity with a performer should be kept to a minimum whenever possible.
- Unvaccinated visitors should be limited unless their presence is absolutely necessary.<sup>2</sup> If unvaccinated 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, unvaccinated performers shall wear appropriate PPE.
- When wearing PPE is not possible, such as when a scene is being filmed or after make-up has been applied, the number of unvaccinated people with whom the performer is in close contact shall be minimized.
- As soon as possible after filming a scene, unvaccinated performers shall put on their PPE and/or physically distance themselves.

#### *Casting and Auditions*

- When casting sessions are conducted live, it is preferable that everyone present be vaccinated.
- To the extent that it is not possible for everyone present at a live casting session to be vaccinated or the vaccination status of everyone present is not known, there must be a sufficient space large enough to accommodate 6 feet physical distancing in all directions.

#### *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.

- Unvaccinated personnel on set with a minor are strongly discouraged.

- Unvaccinated visitors should be limited unless their presence is absolutely necessary.<sup>3</sup> If unvaccinated visitors must come, they will be subject to the same guidance as unvaccinated cast and crew, including, but not limited to symptom screening and/or temperature screening, and PPE requirements.
- Physical distancing and face coverings must be used by unvaccinated individuals at all times on set, including in school areas.
- As studio teachers will need to interact with minors within 6 feet of distance, unvaccinated 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 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 applicable safety protocols.
- 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 – 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.

- 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.
- 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.

#### *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.
- Allow adequate ventilation of indoor locations.

## 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 and vaccination status of the affected employees. 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 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.
- 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.