

AICP COVID-19 Protocols Summary 12.4.20

This is a summary only and is not contract language.
The executed COVID-19 Commercial Production Safety and Testing Protocol Agreement
is the final contract document.

1. Term: December 15, 2020 – April 30, 2021
2. Unions, Guilds and the AICP shall meet 1 month after the effective date and then every 2 months thereafter to discuss potential modification based on evolving scientific information and conditions.
3. Scope: AICP commercial companies that have agreed to be bound to this Agreement throughout the U.S., Puerto Rico and the U.S. Virgin Islands.
4. Appendix A provides guidelines for production’s safety protocols and incorporates the AICP “Gold Standard” Guidelines, as well as relevant portions of the Industry Wide Labor/Management White Paper, and a daily health screening questionnaire and acknowledgement for employees.
5. Testing:
 - a. Types of Tests and Consent to Testing:
 - i. Diagnostic tests, other than antigen or antibody tests, that test for the virus that causes COVID-19 are allowed.
 - ii. Testing may be done on- or off-site.
 - iii. Tests results shall be provided to the employee.
 - iv. Employee may be required to sign consent forms prior to testing for the test and disclosure of test results. Employer must follow all applicable laws. There shall be no waivers of the Employer’s liability.
 - b. Payment for testing:
 - i. For tests outside the home, not done as part of any workday for any employer: \$175 stipend after December 15, 2020. From December 1, 2020 – December 15, 2020, \$100 shall be due.
 - ii. If working for another employer and the test is administered between call time and wrap, there shall be no stipend due.
 - iii. The stipend can also include up to one hour of COVID-19 training and start paperwork.
 - iv. No stipend is due if the employee is otherwise paid for the day (e.g. a travel day).

AICP COVID-19 Protocols Summary 12.4.20

- c. Pre-employment testing - There are 3 options that are acceptable for pre-employment testing (testing is not required for employees who work from home or alone):
 - i. A Lab-based PCR diagnostic test within 3 days of the start of employment. A negative result must be obtained prior to the start of employment.
 - ii. If an employee cannot receive the test results within three days, the lab-based PCR test shall be administered as close to commencement of employment as possible, with a rapid test within 48 hours prior to employment. Both test results must be obtained prior to the start of employment.
 - iii. Alternatively, 2 rapid tests conducted within 3 days (with the samples collected at the same time) may be used. Both tests results must be negative prior to the start of employment.

Pre-employment testing may be satisfied using an acceptable test (as outlined in i., ii., and iii. above) conducted by a different employer. The employee must have documentation establishing the time and result of the test to share with the Employer. For a Zone A employee, that test must have occurred within 3 days prior to the start of employment, and for Zones B and C, within one week of the first day of employment.

Once a negative test is obtained, the person is considered employed, and all provisions related to sick leave and other working conditions apply from their first day of employment, even if the employee develops symptoms or fails their COVID-19 Health Screening on their first day of work.

- d. Positive COVID-19 Test Result Protocols:
 - i. If an employee tests positive: Employer, employee, and employees exposed to employee shall follow current CDC guidelines or local govt. authority rules, whichever is stricter, regarding testing and quarantine.
 - ii. Employer may establish a policy that is consistent with CDC guidelines:
 - 1. Due to evidence that people can falsely test positive, although fully recovered from COVID-19, the following shall apply: those who had symptomatic COVID-19, recover fully, and who remain asymptomatic, need not be tested within 3 months after the date of symptom onset for the initial infection.
 - 2. People who develop new symptoms consistent with COVID-19 during the 3 months after the date of initial symptom onset will be tested unless an alternative option can be identified by a healthcare provider.
 - 3. For those who never develop symptoms after a positive test, the date of the first positive RT-PCR test should be used in place of the date of symptom onset.

AICP COVID-19 Protocols Summary 12.4.20

- e. Testing in Connection with Air Travel:
 - i. All Employees traveling to a distant location for work must be tested at least 3 days prior to air travel, with the results obtained prior to departure.
 - ii. Upon arrival, Employees may continue to work for up to 2 days after arrival without an additional post-flight test.
 - iii. Employees that are scheduled to work, or actually work, beyond 2 days of arrival must receive a post-flight test no sooner than 2 days after arrival.
 - iv. Thereafter, Employees will be periodically tested as their Zone requires.
- f. Limited testing availability: In such situations where tests are limited or there are known delays of processing, the Employer may reach out to the Union to request an adjustment.

6. Zones:

- a. Zone A are those employees who wear PPE at all times when working, and are present in a workspace with a performer who is not wearing a mask.
 - i. Testing regimen for shows longer than two days: no less than once every three days.
 - ii. For one or two day shoots where the last shoot day falls on the 3rd day from the pre-employment test, a second test is not required. (example: when a pre-employment test is conducted on a Monday, and shooting takes place on Wednesday and Thursday only, since Thursday is the third day following the pre-employment test, no second test is required. If, on the other hand, shooting takes place on Wednesday, Thursday and Friday, a second test is required prior to the start of work on Thursday.)
- b. Zone B employees are those who:
 - i. Work on set, but are not in the workspace when a performer is unmasked.
 - ii. Wear PPE at all times when working and only work with others who can do the same.
 - iii. Also, those who work during prep or any other area where the production has a footprint that is not an area where Zone C employees work.
 - 1. Testing regimen: no less than 1x a week if tested within 3 days prior to employment using a lab-based PCR diagnostic test or 2 rapid tests taken at the same time.

AICP COVID-19 Protocols Summary 12.4.20

If a test result cannot be obtained within a 3 day period, the employee can be administered a rapid test and receive a negative result within the past 24 hours; or

The employee is being periodically tested more frequently than the minimum requirements for their zone, and all tests taken and received within the past 7 days have been negative.

- c. Zone C employees are those who:
 - i. wear PPE at all times when working, only work with others who can do the same, and are not required to be within 6' of others for longer than 15 minutes while working (unless there are more stringent rules regarding time/distance for determining "close contact").
 - ii. Do not come into contact with Zone A or B employees, unless all parties wear PPE and do not come within 6' for longer than 15 minutes.
 - iii. Zone C employees cannot enter Zones A or B unless they have a negative diagnostic test which corresponds with the Zone they will be entering.

- 1. Testing regimen: no less than 1x every 2 weeks with a lab-based PCR diagnostic test with results returned within 3 days.

Employer is encouraged to stagger testing of crew.

"Pool testing" may be used (as per FDA authorization; currently up to four people per pool.)

- 7. "PODS": Employer shall adopt a system which implements social distancing, sanitization of high touch areas, and divides Employees into groups (e.g. "pods") and includes protocols for where Employees may go during their workday. The system may also be used to separate employees in the same "Zone," as described in paragraph 6 above, into distinct work groups in order to further limit contact and interaction among them. Exact details of the system may vary from production to production.

- 8. COVID-19 Paid Sick Leave (PSL):

- a. An employee shall receive up to 10 days of PSL, per Employer, for each day a person is absent from work due to an Eligible COVID-19 Event for which the employee is not otherwise paid by the Employer until the earlier of the following:
 - i. The employee returns to work or declines to return to work; or
 - ii. The reasonably anticipated period of employment ends.

- b. 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:

AICP COVID-19 Protocols Summary 12.4.20

- i. The employee has tested positive for COVID-19 or exhibited symptoms of COVID-19.
 - ii. The Employer has requested that the employee isolate or self-quarantine because another person with whom he or she has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
 - iii. A member of the employee's household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
 - iv. A public official or healthcare provider has requested that the employee isolate or self-quarantine due to COVID-19 (other than a quarantine described in paragraph 11 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.
- c. In the event the FFCRA (with at least the present amount of tax credit) is not extended or renewed, or a similar law is not enacted during the term of this Agreement, then COVID-19 Events numbers 5 and 6 above shall no longer trigger the payment of PSL.
- d. Payment for PSL:
- i. Cap limits: no more than \$600 per day for up to 10 days and \$6,000 in the aggregate.
 - ii. Fringe benefits shall be due.
 - iii. Daily employees – payment for a minimum call based on the contracted rate.
 - iv. Weekly employees – 1/5th of weekly/on-call rate.
 - v. STN employees – *pro rata* (proportional) daily rate.
- e. There is no accrual period; this sick leave is available immediately upon commencing work and this COVID-19 PSL must be used first for Eligible Covid Events, before utilizing any other accrued sick leave.
- f. Employer may require verification (e.g., a doctor's note) of the Eligible COVID-19 Event in order for the employee to receive more than 3 days of PSL.

AICP COVID-19 Protocols Summary 12.4.20

- g. Employees are not entitled to payment for unused COVID PSL.
 - h. If an employee has an Eligible COVID-19 Event while on distant location and can't return home, Employer shall provide them with lodging and per diem, as well as PSL, as outlined in this paragraph.
 - i. PSL days are not considered workdays.
 - j. An employee will return to work provided that:
 - i. The position continues to exist.
 - ii. If the employee, someone in their household, or who they came into close contact with had COVID-19 (i.e., a positive test or symptoms), the employee must satisfy the Employers' eligibility requirements for return to work.
 - iii. If the absence exceeds 14 consecutive days, the parties will discuss on a case by case basis, as requested by the Employer, issues related to the reinstatement.
 - k. The temporary COVID-19 sick leave shall expire with the expiration of this Agreement.
9. COVID 19 Health Screening:
- a. Employees will be required to complete a health assessment survey prior to the start of work each day. This form is provided for at the end of Appendix A.
 - b. Temperature Checks:
 - i. Employees shall be subject to temperature checks at least once per day.
 - ii. If an employee fails a temperature check, they may rest for 15 minutes before having their temperature once again. If they do not pass the 2nd temperature check, the employee will be directed to contact their healthcare provider.
 - iii. No payment is due for time spent undergoing a temperature check at the entrance to a work site.
 - c. Any time spent undergoing a health screening after reporting to work shall be considered work time.
10. Payment for Required Isolation or Self Quarantine Upon Arrival After Travel to Work:
- a. Applicable for:
 - i. Mandatory isolation after travel to a distant location and prior to the commencement of work on a production.

AICP COVID-19 Protocols Summary 12.4.20

- ii. When an employee who has already started work travels to a production location which requires travelers to self-quarantine.
 - iii. Does not alter terms for any agreement entered into prior to the effective date of this Agreement.
- b. If no work is performed while in isolation:
- i. For the first 5 out of 7 consecutive days:
 - 1. Daily hires – minimum call based on scale rate.
 - 2. Weekly/on-call hires – 1/5th of the distant location rate.
 - 3. STN hires – *pro rata* daily rate.
 - ii. For the final 2 out of 7 days:
 - 1. Daily and weekly (other than “on-call”) hires – 4 hours of pay, plus pension and health/welfare contributions for 8 hours.
 - 2. “On-Call” – 1/12th of the weekly/on-call rate, P&H contributions for 7 hours on the 6th day and 8 hours on the 7th day.
 - 3. STN hires – ½ of the pro rata daily rate, plus applicable P&H contributions.
- c. If an employee performs work at the direction of the Employer while in isolation, they shall be paid pursuant to their contract. Compensation for isolation or quarantine shall be subject to individual negotiation, but not less than the scale rates.

11. The Covid-19 Compliance Team:

- a. COVID-19 Compliance Manager (CCM):
 - i. There shall be a CCM with specialized training, responsibility and authority for COVID-19 safety compliance and enforcement physically present on the production to monitor and enforce COVID-19 safety protocols beginning from crew call and continuing until wrap.
 - ii. On certain productions, or when activity on the production is limited (*e.g.*, tabletop shoot), the COVID-19 Compliance and Enforcement may be adequately monitored and enforced without a constant physical presence. In those circumstances, that decision will be made by the CCM. Notice shall be provided to the affected union(s) in advance where the CCM has determined that physical presence will not be required at all times, or where minimal presence will be required.
 - iii. The CCM shall be identified on the call sheet.

AICP COVID-19 Protocols Summary 12.4.20

- iv. The Employer shall ensure that the CCM has access to medical professionals and other subject matter experts.
 - v. The CCM may pause production or other work activities if he/she identifies a COVID-19 health and safety concern (*e.g.*, issues of non-compliance with the health and safety protocols and procedures).
 - vi. The CCM may assign incidental COVID-19 related duties to existing IATSE employees outside the CC Team, provided those duties:
 - 1. Are incidental to the performance of those duties.
 - 2. Do not interfere with the employee's primary job duties.
 - vii. The CCM can recommend discipline or termination for violations of COVID-19 health and safety protocols.
- b. Employer may elect hire an individual from a Union classification to perform both COVID-19 compliance and enforcement duties and work covered by one of the agreements referenced above ("bargaining unit work"), provided that the employee is hired in addition to the regular complement of crew on the production, and one person is designated as the CCM. These employees will be covered by the contract. 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 Employer's discretion.
 - c. 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.

12. Training:

- a. A \$20 stipend shall be paid for each hour of training. If the person is otherwise paid for the day, such as a travel or work day, no stipend is due.
- b. CSATF, the IATSE Training Trust Fund, or the applicable training provider shall provide COVID-19 specific training.
- c. For those covered by a roster or qualification list, those employees must complete the training no later than 60 days after December 1, 2020.

13. Personal Protective Equipment (PPE):

- a. Employers shall provide all employees with face coverings to be worn at all times on the job site, except when eating, drinking or when their job prevents them from doing so.
- b. Those who work closer than 6' for 15 minutes or more in the aggregate over a 24 hour period (or if a more stringent rule for "close contact" exists in a jurisdiction or per the

AICP COVID-19 Protocols Summary 12.4.20

CDC, that shall apply), shall be provided with a face shield as well. They may also be provided with goggles.

- c. This equipment may be disposable or reusable. If it is reusable, it may only be reused by the same person, unless sanitized between users.
- d. If the CCM or their designee approves a person's personal face coverings, face shields and/or goggles, the crew member may use the approved personal PPE.
- e. Employees who willfully refuse to comply with PPE policies may be fired if the Employer has given the Employee adequate prior notice and an opportunity to correct.

14. Contact Tracing:

- a. If an employee tests positive for Covid-19, the Employer shall follow the CDC, State and local guidelines in effect at the time, with respect to the treatment of other employees (e.g., testing, quarantine or self-isolation) who have been exposed to the employee who tested positive.
- b. The Employee agrees to notify the Employer promptly if he/she tests positive for COVID-19 within 14 days from the last day of employment.
- c. Employer shall notify anyone who has come in close contact (as defined by the CDC or local government authority, whichever is stricter) with an Employee who tests positive for COVID-19.

15. Budget thresholds exclude COVID-19 related expenses.

16. When an Employer requires an employee to work remotely from home: Employer shall reimburse any necessary and reasonable costs that an employee incurs due to working remotely, provided the Employer has approved the expenses and the employee submits appropriate proof of the expense.

17. Any dispute arising from this Agreement may be referred to the grievance and arbitration procedures in the applicable CBA.

18. Any terms or conditions that are in conflict with the Law shall be deemed severed from this Agreement.

19. Union or Employer shall give good faith consideration to any requested case-by-case modifications.

This is a summary only and is not contract language.

The executed COVID-19 Commercial Production Safety and Testing Protocol Agreement is the final contract document.

**FINAL
MULTI-UNION
AICP SAFETY
AGREEMENT**

COVID-19 Commercial Production Safety and Testing Protocol Agreement

This COVID-19 Commercial Production Safety and Testing Protocol Agreement (“Agreement”) is entered into as of December 1, 2020, between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO; the Directors Guild of America; Teamsters Locals 399 and 817, (hereinafter referred to as the “UNIONS”), on the one hand, and the Association of Independent Commercial Producers Inc. (“AICP”) on behalf of its production company members who have authorized it to negotiate on their behalf and to execute the Agreement, on the other hand.

1. **Term:** The parties acknowledge that this Agreement is a temporary agreement, intended to last only during the duration of the COVID-19 pandemic. The term of this Agreement shall commence on December 15, 2020 and extend to and include April 30, 2021. The provisions of this Agreement have been negotiated based on the present conditions, which include currently available scientific/medical information, current levels of infection, public health authorities’ current guidelines and recommendations and the current lack of a vaccine for COVID-19. The parties acknowledge that the conditions surrounding COVID-19 are subject to continuous change, and so they agree to meet one (1) month after the effective date of this Agreement and every two (2) months thereafter to discuss , along with experts engaged by any party hereto, modifications to this Agreement in light of the conditions and information that is available at such time. The parties may mutually agree to terminate this Agreement prior to April 30, 2021 or extend it beyond April 30, 2021 if warranted by the circumstances. The Agreement and Appendix contain the entire agreement and understanding among the parties with respect to the temporary modifications made because of the COVID-19 pandemic. The AICP COVID-19 Guidelines Version 7 is incorporated herein as Appendix A, and may not be changed except by agreement among the parties
2. **Scope:** Applies to all Employees covered under: DGA National Commercial Agreement; all CBAs between AICP companies and IATSE (or an IATSE Local) for commercial production throughout the United States, Puerto Rico, and the U.S. Virgin Islands; all CBAs between AICP companies and Teamsters Locals #399 and #817 for commercial production throughout North America (collectively, “CBAs”). The term ‘Employee’ shall have the same meaning as it does in the applicable collective bargaining agreement. To the extent that there are conflicts between this Agreement and the CBAs, this Agreement shall control.

This Agreement, upon execution by the Unions named herein and by the AICP, (herein collectively, the “Parties”), will be binding upon the AICP member companies listed in Appendix B with references to the applicable CBA, such companies having authorized the AICP to negotiate and execute this Agreement on their behalf as of the effective date of this Agreement. Appendix B may be amended or modified by adding additional AICP members up to thirty (30) days after the commencement date of this Agreement.

3. **Testing:**

Pre-employment:

As a condition of employment, the Employer shall test Employees (excluding Employees who are working exclusively remotely) for Covid-19 within 3 days prior to the start of their employment¹ using either: (1) a lab-based PCR

¹ As used throughout this Agreement, the three (3) days testing window as used for pre-employment, Zone A periodic testing, and Air Travel will be reduced to two (2) days effective February 1, 2021, or when the AMPTP Return to Work Agreement adopts 48 hours, whichever is later. The Unions agree to meet at least 15 days prior to the effective date of this provision to discuss the feasibility of this change in light of the testing capabilities which exist at that time and whether an extension of this scheduled change is appropriate.

diagnostic test (*ie.*, not rapid); or (2) two PCR rapid tests conducted using samples collected at the same time²; or (3) if an Employee cannot receive the results within the 3 day window, the lab-based PCR test shall be administered as close to the commencement of work as possible, with a rapid test also administered within 48 hours prior to employment. Both test results must be obtained prior to the start of employment.

Because of the short term nature of commercial employment, an Employer may rely upon an acceptable test result (*i.e.*, one lab PCR or two simultaneous rapid PCR tests) performed by a prior Employer to fulfill the pre-employment testing requirement provided that such test(s) has been performed within 3 days of the start of employment for a Zone A Employee or one week of the start of the employment for a Zone B or C Employee (see definition of zones below).

Results must be obtained prior to the start of employment.

Once a conditional job offer is made by the Employer and a negative test result is provided to the Employer, the person is considered employed as of the first scheduled day of work, and all provisions related to sick leave and other working conditions apply on a go-forward basis, even if the Employee develops symptoms or fails their daily screening questionnaire on their first day of work. Notwithstanding the foregoing, no Sick Pay (see below) shall be owed unless the Employee misses a scheduled day of work.

During term of employment:

Zone A Includes anyone present in the workspace while performers and background actors are not wearing PPE. Such persons shall be tested for Covid-19 and have a negative test within 3 days prior to commencement of work in Zone A, and a subsequent test each 3-day period, which may be a rapid PCR test provided that at least one test each week of work in Zone A must be a lab-based PCR diagnostic test. For one or two day shoots where the last shoot day falls on the 3rd day from the pre-employment test, a second test is not required. For example, when a pre-employment test is conducted on a Monday, and shooting takes place on Wednesday and Thursday only, since Thursday is the third day following the pre-employment test, no second test is required. If, on the other hand, shooting takes place on Wednesday, Thursday and Friday, a second test is required prior to the start of work on Thursday.

Persons present on a production shall be considered as Zone B or Zone C, whichever is applicable, until such time as Performers and/or Background actors (a.k.a. Extras) are present and not wearing PPE after which time such persons will be considered in Zone A.

Zone B consists of Employees who work on 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” Employees work. Zone B Employees wear PPE at all times, only work with other Employees wearing PPE, and do not come into contact with Zone A Employees unless such Zone A Employees are wearing PPE. Zone B Employees shall be tested on a weekly basis after their pre-employment test with either one lab based PCR diagnostic test or two rapid PCR tests taken at the same time. Failure to obtain a test result within the requisite period shall not prevent any employee from continuing to work, so long as either: (1) the Employee has taken a rapid test and received a negative result within the past twenty-four (24) hours; or (2) 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.

Zone C consists of those Employees who are able to wear PPE at all times while working; only work with other employees who are also able to wear PPE at all times while working; are not required to be within six feet of other individuals for longer than fifteen 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”

² As used throughout this Agreement, “rapid test” means a rapid PCR test.

with other individuals for purposes of COVID-19 contact tracing, the standard in such guidelines shall apply instead); and 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 feet of each other for longer than fifteen minutes (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 above). Zone C Employees shall be tested at least once every two weeks using a lab-based PCR diagnostic test. The Employer will give good faith consideration to staggering testing of “Zone C” Employees. The results of the test must be returned within 3 days. “Pool testing” may be used, which must comply with the then-current FDA authorization for pool testing.

Air Travel: All Employees traveling to a distant location for work must be tested at least 3 days prior to air travel, with the results obtained prior to departure. Upon arrival, Employees may continue to work for up to 2 days after arrival without an additional post-flight test being administered. Employees that are scheduled to work, or actually work, beyond 2 days of arrival must receive a post-flight test no sooner than 2 days after arrival but then promptly thereafter. Thereafter, Employees will be periodically tested as otherwise required by this agreement.

Positive COVID-19 Test Result Protocols: If an Employee tests positive: Employer, Employee, and Employees who came within close contact with the infected Employee shall follow current CDC guidelines or local government authority rules, whichever is stricter, regarding testing and quarantine.

Employer may establish a policy that is consistent with CDC guidelines if it chooses to hire an individual who is subject to the following:

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

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

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

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

Limited Testing Availability: In the event that availability of COVID-19 diagnostic testing is limited, and unable to work in accordance with the terms of Paragraph 3 above, the Employer may request an adjustment to the testing requirements. The Union(s) shall reply as soon as possible but in no event longer than 2 business days of such request. Additionally, in the event of unforeseen delays in processing test results, the Employer may request an adjustment to the testing requirements. The Union(s) shall reply as soon as possible but in no event longer than 24 hours of such request. Consent by the Union to either of these Employer’s requests shall not be unreasonably withheld. If the

Employer does not receive a reply within the prescribed timeframe of the request, and provided that the Employer has contacted the Union designees (see below) by both telephone and e-mail, then the Employer may go forward with the adjustment they requested. The Union parties to this Agreement shall designate one person (or persons) to act as the notify person (or persons) on their behalf collectively and shall provide the Employers with cell phone and email contact information for Employers to use as needed on a 24 hour/7 days per week basis.

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

For the avoidance of doubt, the testing protocols set forth in this Section 3 shall be applicable to all production personnel present in Zone A or Zone B during a commercial.

4. **Low Budget Agreements:** The Parties agree that all associated COVID-19 test, mitigation or prevention expenses shall be excluded when calculating Low Budget project thresholds in all collective bargaining agreements.
5. **Health Assessment Survey:** Employees shall complete a health assessment survey prior to the start of each work-day, a description of which is set forth in Appendix A.
6. **Temperature Checks:** All Employees may be subject to temperature checks at least once per day. Employees who do not pass temperature check must be given the opportunity to recheck temperature after resting for fifteen (15) minutes. Employees who do not pass the temperature check will not be permitted on the premises and will be directed to contact their healthcare provider. No payment is due for time that an Employee spends undergoing a temperature check at the entrance to the work site. Employees who are denied entry to the premises due to a failed temperature check will be paid pursuant to any sick leave provisions of the applicable collective bargaining agreement or an applicable local, state, or federal statute, if any, pursuant to the temporary COVID-19 paid sick leave policy in this Agreement.
7. **Compensation for Testing and Screening:** An Employee who travels outside his/her home to undergo a test on a day in which the Employee does not work for the Employer, and is not at the time of the test being paid by another employer between call time and wrap, shall receive a stipend (no fringe other than payroll tax) of one hundred and seventy-five dollars (\$175.00). Such stipend may also cover payment for time spent completing COVID-19 training of up to one (1) hour, which need not occur on the same day as the test, and time spent completing start paperwork, if an Employer elects to require the Employee to complete start paperwork on a day when the Employee does not work. However, no stipend is due if the Employee is otherwise paid for the day (e.g., payment of a travel allowance or payment for a travel day).

To clarify the foregoing, a Director shall not be entitled to the stipend set forth in this paragraph if they are tested on a day in which they otherwise report to a location for work on the commercial (e.g., office, tech scout). Notwithstanding the foregoing, nothing herein shall preclude the Director from negotiating on their own behalf for such stipend where they are not entitled to it by operation of the preceding sentence.

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

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

Applicable for:

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

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

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

If no work is performed while in isolation:

For the first 5 out of 7 consecutive days:

Daily hires – minimum call.

Weekly/on-call hires – 1/5th of the distant location rate.

STN hires – *pro rata* daily rate.

For the final 2 out of 7 days:

Daily and weekly (other than “on-call”) hires – 4 hours of pay, plus pension and health/welfare contributions for 8 hours.

“On-Call” – 1/12th of the weekly/on-call rate, P&H contributions for 7 hours on the 6th day and 8 hours on the 7th day.

STN hires – ½ of the *pro rata* daily rate, plus applicable Pension & Health contributions.

If an Employee performs work at the direction of the Employer while in isolation, they shall be paid pursuant to their contract. Notwithstanding anything to the contrary contained in this Section 7, all compensation rates for isolation or quarantine and applied to the above formulas shall be subject to individual negotiation between the Employee and the Employer, but not less than scale rates in the applicable CBA.

8. **Personal Protective Equipment (“PPE”):** Employers shall provide all Employees with face coverings to be worn at all times on the job site, except when eating, drinking, or when their job duties prevent them from doing so. 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 be provided with a face shield in addition to a face covering, and may also be provided with goggles. The face coverings, face shields and/or goggles provided may be disposable or reusable. If such personal protective equipment is reusable, it may only be reused by the same individual, unless sanitized between users. Employees who wish to bring and utilize their own face coverings, face shields and/or goggles may do so, provided that the COVID-19 Compliance Supervisor or his/her designee approves in advance. Employees that willfully refuse to comply with PPE policies may be disciplined, up to and including termination, provided that the Employer has given such Employee adequate prior notice that they are not in compliance, and provided the opportunity to correct.
9. **Implementation of Work Groups to Limit Contact and Movement (Pods):** On each production, Employer shall adopt a system which implements social distancing, sanitization of high touch areas, and divides Employees into groups (e.g. “pods”) and includes protocols for where Employees may go during their workday. The system may also be used to separate employees in the same “Zone,” as described above, into distinct work groups in order to further limit contact and interaction among them and to maintain a safe and healthful working environment. While the exact details of the system may vary from production to production, the overall system should be consistent with this goal.
10. **COVID-19 Compliance Manager:** Productions will have a designated individual with specialized training, responsibility and authority for COVID-19 safety compliance and enforcement, and such person shall be physically present on the production to monitor and enforce COVID-19 safety protocols beginning from crew call and continuing until wrap. Additional COVID-19 safety duties may be split among multiple individuals, who may also have other

duties on the production, so long as where the Employer elects to assign Covid-19 compliance monitoring and enforcement to a bargaining unit Employee, such duties are incidental to the Employee's bargaining unit work and do not interfere with the Employee's performance of bargaining unit work. The COVID-19 Compliance Manager designated on the production shall be identified on the call sheet. The COVID-19 Compliance Manager may pause production or other work activities if he/she identifies a COVID-19 health and safety concern (e.g., issues of non-compliance with the health and safety protocols and procedures), to advise the appropriate party and resolve the concern. The COVID-19 Compliance Manager shall also have the ability to effectively recommend discipline or termination for violations of COVID-19 health and safety protocols.

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

Employer may elect hire an individual from a classification represented by the IATSE, Teamsters, or DGA to perform both COVID-19 compliance and enforcement duties and work covered by one of the agreements referenced above ("bargaining unit work"), provided that the employee is hired in addition to the regular complement of crew on the production, and one person is designated as fulfilling the role of a COVID-19 Compliance Manager identified on the call sheet. 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 Employer's discretion.

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

No 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. The foregoing shall not operate to expand or reduce the scope of the No Strike clause in any CBA.

Nothing in this Section 10 confers exclusive jurisdiction on any of the Unions over COVID-19 safety compliance and enforcement work or requires the Employer to assign such work to a bargaining unit employee, whether a given Union claims jurisdiction to the function or not.

11. COVID-19 Paid Sick Leave (PSL):

An Employee shall receive up to 10 days of PSL, per Employer, for each day a person is absent from work due to an Eligible COVID-19 Event, as defined below, for which the employee is not otherwise paid by the Employer until the earlier of the following:

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

The end of the Employee's guaranteed employment period, provided that, for purposes of determining PSL, this period shall include the number of days that it was reasonable anticipated that the Employee would work.

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

1. The Employee has tested positive for COVID-19 or exhibited symptoms of COVID-19.
2. The Employer has requested that the employee isolate or self-quarantine because another person with whom he or she has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
3. A member of the Employee's household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
4. A public official or healthcare provider has requested that the Employee isolate or self-quarantine due to COVID-19 (other than a quarantine described above in Section 7).
5. The Employee must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID-19.
6. 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.

In the event the FFCRA with at least the present amount of tax credit is not extended, renewed or a similar law is not passed during the term of this Agreement, then beginning upon the expiration of the FFCRA Paid Sick Leave under this section shall not be provided in cases of COVID-19 Events numbers 5 and 6 above.

Payment for COVID-19 Sick Leave:

Cap limits: no more than \$600 per day for up to 10 days and \$6,000 in the aggregate.

Fringe benefit payments shall be due pursuant to the applicable CBA.

Daily Employees – payment for a minimum call based on the contracted rate subject to the cap limit above.

Weekly Employees – 1/5th of weekly/on-call rate, subject to the cap limit above.

STN Employees – *pro rata* daily rate, subject to the cap limit above.

There is no accrual period; this sick leave is available immediately upon commencing work and this COVID-19 PSL must be used first for Eligible Covid Events, before utilizing any other accrued sick leave.

Employer may require verification (e.g., a doctor's note) of the Eligible COVID-19 Event in order for the Employee to receive more than 3 days of PSL.

Employees are not entitled to payment for unused COVID PSL.

If an Employee has an Eligible COVID-19 Event while on distant location and can't return home, Employer shall provide them with lodging and per diem, as well as PSL subject to the limits above.

PSL days are not considered workdays.

An Employee shall be reinstated to their position provided that:

The position continues to exist.

If the Employee, someone in their household, or who they came into close contact with had COVID-19 (i.e., a positive test or symptoms), the employee must satisfy the Employer eligibility requirements for return to work.

If the absence exceeds 14 consecutive days, the parties will discuss on a case by case basis, as requested by the Producer, issues related to the reinstatement.

12. **Meals:** Refer to the AICP-COVID-19 Workplace Guidelines and Considerations, attached hereto as Appendix A.
13. **Contact Tracing:** If an employee tests positive for Covid-19, the Employer shall follow the CDC, State and local guidelines in effect at the time, with respect to the treatment of other employees (e.g., testing, quarantine or self-isolation) who have been exposed to the employee who tested positive. The Employee agrees to notify the Employer promptly if he/she tests positive for COVID-19 within 14 days from the last day of employment. Employer shall notify anyone who has come in close contact (as defined by the CDC or local government authority, whichever is stricter) with an Employee who tests positive for COVID-19.
14. **Training:** All Employees shall receive COVID-19 training to be provided by the applicable training fund or other training provider under the applicable CBA (referred to herein as "Training Provider"). An Employee employed in a classification for which a roster or Qualification List exists must complete such COVID-19 Training no later than sixty (60) days following the execution of this Agreement as a requirement for continued placement on the roster or Qualification List. Each Employee who takes the COVID-19 Training shall be paid a stipend by the Training Provider 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 for a travel day to a member of the crew).
15. **When a Producer requires an employee to work remotely from home:** Employer shall reimburse any necessary and reasonable costs that an Employee incurs due to working remotely, provided the Employer has approved the expenses and the employee submits appropriate proof of the expense.
16. **Dispute Resolution/Grievance and Arbitration:** Any dispute arising out of the provisions of this Agreement shall be referred to the grievance and arbitration procedures in the applicable collective bargaining agreement.
17. **Enabling Clause:** On a case-by-case basis, and on notice to AICP, one or more Employers or the Union may request certain modifications to the terms and provisions contained in this Agreement to be applicable only to a specific production(s). The party proposing the modification shall provide all appropriate and necessary information and documentation for the other party(ies) to evaluate the proposed modification. The Union(s) or the Employers 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, with copy to the AICP, and shall only apply to the specific production.
18. **Conflict of Law:** In the event any of the terms or condition of our agreement are unenforceable by reason of law or governmental decision those terms will be severed from the agreement but not affect or impair any other terms.
19. **Resolution of Grievances:** All written grievances asserted by any of the Unions as of the execution date of this Agreement by all the Parties (the "Execution Date" (12/1/20)) regarding claims for compensation for testing/screening time for COVID-19, alleged failure to test for COVID-19, alleged failure to maintain a safe work environment in the absence of COVID-19 testing or COVID-19 safety protocols, are hereby settled and withdrawn with prejudice and no new grievances shall be filed at any time after the Execution Date with respect to such matter(s) occurring at any time prior to the commencement date of this Agreement (i.e. December 15, 2020) against any Employer within the meaning

of Section 2 "Scope." In consideration thereof, (1) each grieved Employer shall pay testing compensation for COVID-19 testing in accordance with Section 7 "Compensation for Testing and Screening" of this Agreement with respect to COVID-19 testing events which occurred within the sixty (60) day period prior to the execution date of this Agreement (the grieved Employer shall receive credit for any sums already paid to any Employee with respect to COVID-19 related testing/screening); and, (2) an Employer signatory hereto within the scope of Section 2 "Scope" shall pay no less than one hundred dollars (\$100) for Employer mandated COVID-19 related testing/screening occurring between the Execution Date and December 15, 2020 with the understanding that prior to the commencement date of this Agreement no Employer is required to conduct testing. And with the further understanding that the terms of this Agreement address and fulfill any contractual or other safe work environment requirements in the CBA's of the Unions concerning COVID-19 and any requirements for compensation for COVID-19 related testing/screening.

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

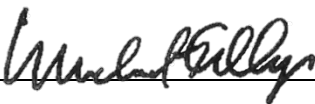
FOR THE AICP



Matt Miller, President & CEO


Date: 12/01/2020

FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED
STATES AND CANADA



Date: 12/01/2020

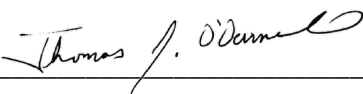
FOR THE DIRECTORS GUILD OF AMERICA



Date: 12/1/2020

For the DGA, subject to ratification by the DGA National Commercial Agreement Negotiating Committee.

FOR THE TEAMSTERS LOCAL 817



Date: 12/01/2020

FOR THE TEAMSTERS LOCAL 399

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Date: 12/1/20