

## IATSE COVID-19 Return to Work Summary 9.21.20

This is a summary only and is not contract language. The executed COVID-19 Return to Work Agreement is the final contract document.

1. Term: September 21,2020 – April 30, 2021
2. Unions, Guilds and the AMPTP 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: All agreements that a Producer, or its related or affiliated entities, has with the IATSE throughout North America.
4. The provisions of The White Paper incorporated in this Agreement apply.
5. Union or Producer shall give good faith consideration to any requested case-by-case modifications.
6. 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. Producer must follow all applicable laws. There shall be no waivers of the Producer's liability. Union agrees to make best efforts to assist the Producer in obtaining such consent forms, if necessary.
  - b. Payment for testing:
    - i. For tests outside the home, not done as part of the workday: \$250 stipend. This may also cover training of up to 1 hour (which need not occur on the same day as the test), as well as time spent completing start paperwork, if the Producer requires the completion of such on a non-work day.
    - ii. For testing done at home on a non-work day: \$20 stipend.
    - iii. No stipend is due if the employee is otherwise paid for the day (e.g. a travel day).
    - iv. Producer may individually negotiate testing payment with those who are working under the Basic, the ASA, or the NY Local Agreements for work outside the limits of the U.S., its territories and Canada.

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- c. Limited testing availability – in such situations where tests are limited or there are known delays of processing, the Union and Producer will discuss the possibility of adjustments to the testing requirements.
- d. Testing limited by law – in jurisdictions where there are limits or prohibitions on COVID-19 testing, the Producer will comply with the testing requirements of this agreement to the extent permissible by law. The Producer shall notify the Union of this situation and the parties shall discuss adjustments to the testing requirements.
- e. Testing in jurisdictions with a low or high rate of infection - the parties shall discuss changes to the testing protocols for these areas. Employees traveling by air from a high rate area to a low rate area shall not have their air travel testing protocols changed (6 h).
- f. Pre-employment testing - There are 3 options that are acceptable for pre-employment testing (testing is not required for those who work at facilities and returned to work prior to the effective date of this agreement and who continue to work during the term of this agreement or employees who work from home or alone):

- i. A Lab-based PCR diagnostic test within 72 hours of the start of employment. Effective January 1, 2021, testing must occur within 48 hours of the start of employment.

A negative result must be obtained prior to the start of employment. An employee who begins work on a Monday may be tested on the preceding Friday.

(Efforts will be made to transition to a lab-based PCR test with a turnaround time of less than 72 hours prior to December 31, 2020.)

- ii. If an employee cannot receive the results within that 72 hour window, the lab-based PCR test shall be administered as soon to 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 48 hours (with the samples collected at the same time) may be used. Both tests results must be negative prior to the start of employment.

A pre-employment test is not required if the employee has been tested by a Producer within 48 hours prior to employment and the test is negative. If a lab-based PCR diagnostic test is used, the test may be administered up to 72 hours before employment. If conducted by a different Producer, the employee must have documentation establishing the time and result of the test.

Once a negative test is obtained, the person is considered employed, and all provisions related to sick leave and other working conditions apply on a go-

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forward basis, even if the employee develops symptoms or fails their Health Assessment Survey (HAS) prior to their first day of work.

Producer may require additional pre-employment testing. If so, the Producer will notify the prospective employee of the policy prior to the first pre-employment test.

If an employee is required to stay home on the first day of work due to failing a temperature check or the HAS, they will first exhaust any accrued sick leave already provided for under the applicable agreement. Once that is exhausted, the COVID 19 sick leave provisions shall apply.

g. Acceptable Types of Tests for Periodic testing:

- i. The pre-employment test, return-to-work test, if tested 1x a week or every other week: the test shall be a lab-based PCR diagnostic test, with results returned within 72 hours, for as long as that applies.

If tested more than 1x a week, the rest of the tests can be rapid tests.

If a test result cannot be obtained within a 72 hour window, 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.

h. Positive COVID-19 Test Result Protocols:

- i. If an employee tests positive: Producer, employee, and employees exposed to employee shall follow current CDC guidelines or local govt. authority rules, whichever is stricter, regarding testing and quarantine.
- ii. Producer 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.

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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.

- i. Testing in Connection with Air Travel:

- i. The pre-flight test shall have the same requirements as a pre-employment test, except if the employee is already being periodically tested. In that case, if they have had a negative rapid test within 48 hours of departure, or a lab-based PCR diagnostic test within 72 hours, they are cleared to fly.
- ii. If the employee was already on a periodic testing schedule, they can begin work upon arrival, continuing with their standard testing schedule.
- iii. If the employee has not yet begun periodic testing, they cannot begin work at their destination until they have been tested (with the same requirements as a pre-employment test) no sooner than 48 hours after arrival at the destination, except that:
  1. If they had a negative pre-flight test within 48 hours prior to departure, they can work during the 48 hour period following the pre-flight test, or;
  2. If employee is scheduled to work within 48 hours of arrival, employee can be given a post-flight test sooner than 48 hours after arrival, and after receiving a negative test, may begin work – so long as their first periodic test is conducted within 48 hours of that post-flight test.

7. 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. Zone A employees who work 5 days or more in a week:

Testing regimen: no less than 3x a week.

More testing may be required for intimate or action scenes.

- ii. Zone A employees who work fewer than 5 days a week:

Testing regimen: Tested once within the 72 hours prior to each day of employment.

If the employee starts and ends the job within 72 hours following the negative pre-employment test, there is no need for further testing.

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- b. Zone B employees are those who:
  - i. Work on a “hot” set, but are not in the workspace when a performer is unmasked.
  - ii. 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.
  - 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 or Zone D employees work.
    - 1. Testing regimen: no less than 1x a week if tested within 72 hours using a lab-based PCR diagnostic test.
    - 2. Alternately, tested 2x a week if using only rapid tests, results must be obtained within 48 hours.

- 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.
  - 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.

Zone C employees cannot enter Zones A or B unless they have a negative PCR lab-based diagnostic test within 72 hours, or 2 negative rapid tests within 48 hours of entry.

Producer shall provide the Union with a list of Zone C employees prior to the start of their employment.

- a. Testing regimen: no less than 1x every 2 weeks with a lab-based PCR diagnostic test with results returned within 72 hours.

Producer is encouraged to stagger testing of crew.

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

- d. Zone D employees:
  - i. Have had a negative pre-employment test within 72 hours of employment.
  - ii. Zone D employees cannot go to a “hot” set or enter Zones A or B unless they have a negative PCR lab-based diagnostic test within 72 hours, or 2 negative rapid tests within 48 hours, of entry.

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iii. 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.

iv. Zone D includes these classifications:

Local 600 Publicists, except for Unit Publicists.

Local 695 projection personnel, all post-production and any employee on an animated project.

Local 700 facility or archive department, animated project, Screen Story Analysts, Lab Technicians (Still lab and film vault personnel), and WB Advanced Media Services (Film Archives) employees.

Local 705 Costume Department Foreperson and Supervisor, Costumer Keyperson, Costumer Entry Level, Checkers, Stock Clerk, Table Person, Figure Maker, Head Dyer, Beader, Cleaner, Finisher, and Workroom Apprentice – when working at a costume department house or studio wardrobe department and/or in the archive department.

Local 800 Set Designers and Model Makers, except when required to work with the shooting crew; Illustrators and Matte Artists; and Scenic, title and Graphic Artists.

Local 839

Local 871 Script Coordinators and Writers' Room Assistants.

8. Producers will adopt a system to divide employees into work groups (sometimes called “pods”) that are designed to minimize contact and interaction between performers without PPE and the rest of the crew. This system specifies where employees in each group may go during the course of their workday. It may also be used to separate employees in the same Zone, as described in paragraph 7 above, into smaller work groups to further limit contact. The details will vary from production to production.

This does not apply to those employed on animated motion pictures.

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

- a. An employee shall receive up to 10 days of PSL, per Producer, 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 Producer until the earlier of the following:
  - i. The employee returns to work or declines to return to work; or
  - ii. The reasonably anticipated engagement ends.

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- 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:
  - 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 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. Payment for PSL:
  - i. Cap limits: no more than \$750 per day for up to 10 days and \$7,500 in the aggregate.
  - ii. Fringe benefits: health/welfare contributions, pension contributions and IAP/annuity contributions are applicable.
  - iii. Except for those working under the Local 839 Agreement, no vacation or unworked holiday payments, or other fringe benefit contributions will apply.
  - iv. Daily employees – payment for a minimum call based on the contracted rate.
  - v. Weekly employees – 1/5<sup>th</sup> of weekly/on-call rate.
  - vi. STN employees – *pro rata* (proportional) daily rate.
- d. 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.

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- e. Producer 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.
- f. Employees are not entitled to payment for unused COVID PSL.
- g. If an employee has an Eligible COVID-19 Event while on distant location and can't return home, Producer shall provide them with lodging and per diem, as well as PSL (per 9. a. above).
- h. PSL days are not considered workdays.
- i. In jurisdiction with a PSL law that cannot be waived in a CBA, the law of the jurisdiction shall apply in lieu of this sick leave. Otherwise, COVID-19 sick leave laws that may be waived in a CBA shall be.
- 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 Producers eligibility requirements for return to work.
  - iii. For those on episodic series, the Producer is not required to reinstate an employee until the current episode has been completed.
  - iv. 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.
- k. The temporary COVID-19 sick leave shall expire with the expiration of this Agreement.

### 10. Health Assessment Survey (HAS):

- a. Employees will be required to complete a HAS prior to the start of work each day.
- b. Producer may determine if the HAS is submitted electronically or in person.
- c. Temperature Checks:
  - i. The Producer may require temperature checks one or more times 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 2<sup>nd</sup> temperature check, the employee will be directed to contact their healthcare provider. They will be paid any sick leave they have accrued under the contract, and once that is exhausted, will be paid COVID-19 sick leave.



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- iii. No payment is due for time spent undergoing a temperature check at the entrance to a work site.
  - d. If a HAS and temperature check are performed prior to reporting to work on a workday, 1/10<sup>th</sup> of an hour shall be paid. If the employee fails to pass the HAS or temperature check, the employee will receive sick leave as outlined in 10 c. ii. above, including the 1/10<sup>th</sup> of an hour payment. This payment does not apply to “on-call” employees.
  - e. Time spent undergoing a HAS prior to reporting to work does not affect start time, meal times, rest periods or overtime.
  - f. Any time spent undergoing a HAS after reporting to work shall be considered work time.
11. Payment for Required Isolation or Self Quarantine (other than an Eligible COVID -19 Event):
- a. Applicable for:
    - i. isolation prior to the commencement of work on a production; or
    - 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. Producer may negotiate with the individual for payment for time spent in isolation outside the U.S., its territories and Canada.
    - ii. All others shall be paid as set forth below, based on scale rate:
      - 1. For the first 5 out of 7 consecutive days:
        - a. Daily hires – minimum call.
        - b. Weekly/on-call hires – 1/5<sup>th</sup> of the distant location rate.
        - c. STN hires – *pro rata* daily rate.
      - 2. For the final 2 out of 7 days:
        - a. Daily and weekly (other than “on-call”) hires – 4 hours of pay, plus pension and health/welfare contributions for 8 hours.
        - b. “On-Call” – 1/12<sup>th</sup> of the weekly/on-call rate, P&H contributions for 7 hours on the 6<sup>th</sup> day and 8 hours on the 7<sup>th</sup> day.

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- c. STN hires – ½ of the pro rata daily rate, plus applicable P&H contributions.

Except for those working under the Local 839 agreement, no vacation or unworked holiday payments, or other fringe benefit contributions, will apply.

- c. If an employee performs work at the direction of the Producer while in isolation, they shall be paid pursuant to their contract.

### 12. The Covid-19 Compliance Team:

- a. COVID-19 Compliance Supervisor (CCS):
  - i. Producer shall designate a CCS who is responsible for COVID-19 safety compliance and enforcement on each production and for any applicable studio facilities.
  - ii. The CCS may oversee one or more productions.
  - iii. There can be one or more CCS per production.
  - iv. The CCS shall be identified on the call sheet.
  - v. The CCS shall be accessible at all times during work hours, which may include via telephone.
  - vi. The job title may change from Producer to Producer.
  - vii. The Producer shall ensure that the CCS has access to medical professionals and other experts who can address any questions regarding health and safety.
  - viii. The CCS shall identify and report any COVID-19 health and safety concerns to the Producer's safety department, or if that does not exist, an individual designated at the start of production to receive these reports. The CCS shall work with the appropriate person, such as a department head, other production management, safety executives, or Labor Relations, to address the concern.
  - ix. The CCS may pause production or other work if they identify a COVID-19 health and safety concern. They shall also have the ability to recommend discipline or termination for violations of COVID-19 health and safety protocols.
  - x. 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.

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- b. For live action productions, the CCS, or a member of the Compliance Team who has undergone training and has the authority to enforce the safety protocols of this agreement, shall be physically present on the production to monitor and enforce these protocols from the beginning of general crew call until camera wrap. The CCS or a member of the Compliance Team may roam between locations throughout the day, as necessary.
- c. For animated productions, the CCS or a member of the Compliance Team, shall be present on the Producer's premises during regular business hours, and may roam between locations, depending on where there is the greatest need.
- d. For multi-camera dramatic series and non-dramatic productions, or when activity on the production is limited (e.g., second unit work, green screen work, etc.), the CCS 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 determined by the CCS.
- e. The CCS, or their designee, shall provide training to the UPM, 1<sup>st</sup> AD/Key Stage Manager, and other department heads, so they can assist in the execution of the CCS's directives.
- f. If an employee feels there has been a violation of the COVID-19 health and safety protocols, they should report this to their supervisor, who will take it to the CCS as necessary. Also, they may report to the Producer's safety hotline, or, if there is none, the individual designated at the start of the production to receive those reports.
- g. No employee shall be fired or disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb related to COVID-19, or for making a good faith report relating the safety of another employee.
- h. Producer may hire additional staff for this department. If a member of the IATSE is hired, and they perform any traditionally covered job duties, they shall be covered under the appropriate CBA.
- i. The CCS may make recommendations regarding the level of staffing required in the CC Team, as well as recommendations of specific individuals.
- j. The CCS may assign incidental COVID-19 related duties to existing IATSE employees outside the CC Team, provided those duties:
  - i. Are related to the employees regularly assigned duties.
  - ii. Are incidental to the performance of those duties.
  - iii. Do not interfere with the employee's primary job duties.

### 13. 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.

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- b. CSATF, the IATSE Training Trust Fund, and the applicable Canadian organizations shall provide COVID-19 specific training. This training shall be a condition of employment.
- c. Training must be completed no later than 60 days after the execution of this Agreement.
- d. Any updates to the training shall be distributed to those who have already taken it via bulletins or briefings at daily safety meetings.

### 14. Personal Protective Equipment (PPE):

- a. Producers 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 (or, if more stringent rules for "close contact" are implemented, those 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 CCS or their designee approves a person's personal face coverings, face shields and/or goggles, the crew member may use the approved personal PPE.

### 15. Meals:

Meals and snacks to be served in individually packaged or wrapped portions. Communal "buffet style" food service will not be permitted. Producer shall not be required to provide a hot meal.

### 16. Electronic Receipt of Documents:

Employees shall accept e-deliver of and provide e-signatures for: start paperwork, time cards, deal memos, and direct deposit of payroll. If an employee does not have access to this technology, the Producer will provide a hard copy or make other arrangements with the employee.

### 17. Contact Tracing:

- a. Producers may require employees to use a "punch card" system, or electronic devices (e.g. phone "apps" or wearable devices that track movement or location or detect when a person wearing the device comes into close contact with another person).
- b. Producers may require employees to sign documentation consenting to the use of such electronic devices.
- c. The information from the device can only be used for purpose of contact tracing during work hours when there has been a COVID-19 related event, or to enforce social distancing protocols.

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18. Consent to Producers' COVID-19 Policies and Procedures:
  - a. This agreement prevails if in conflict with Producer's policies.
  - b. Producer may require crew to acknowledge receipt of the policies and to adhere to them.
  - c. Union representatives agree to comply with the Producer's policies with respect to testing and other health screening procedures for zone A and B, as applicable.
  - d. The Union is responsible for ensuring representatives are in compliance with testing requirements prior to visiting the workplace.
  - e. Producer shall provide the Union with a copy of its COVID-19 policies and procedures.
19. Budget thresholds exclude COVID-19 related expenses.
20. When a Producer requires an employee to work remotely from home:
  - a. If the employee does not have the necessary equipment, and the Producer doesn't supply it, the employee shall submit a request to the Producer for purchase of this equipment. Producer shall reimburse the employee for any pre-approved purchases after receiving the employee's receipts or other appropriate proof of purchase.
  - b. Producer shall provide an employee with the technology training it determines is necessary for this work.
  - c. Producer shall reimburse any necessary and reasonable costs that an employee incurs due to working remotely, provided the Producer has approved the expenses and the employee submits appropriate proof of the expense.
21. Any dispute arising from this Agreement may be referred to the grievance and arbitration procedures in the applicable CBA.
22. Any terms or conditions that are in conflict with the Law shall be deemed severed from this Agreement.
23. Producer can issue a stand-by call or relay call if an issue related to COVID-19 arises.
24. Elements of the Industry Wide Labor Management Safety Committee's White Paper and Craft-specific protocols are incorporated in the Agreement as Exhibit A and Appendix A, respectively.

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