

## **AICP COVID-19 Protocols Summary 12.2.20**

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: 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. Test 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).
  - 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):

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- 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 that 72 hour window, 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.

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- 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 3<sup>rd</sup> 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 or Zone D 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.

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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:

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- 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 – 1/5<sup>th</sup> 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.

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- 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 2<sup>nd</sup> 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.

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- 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 –  $1/5^{\text{th}}$  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” –  $1/12^{\text{th}}$  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.
    3. STN hires –  $\frac{1}{2}$  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.

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- 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

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- 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.

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