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 employment 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 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 Paragrahph 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" $-1/12^{th}$ of the weekly/on-call rate, P&H contributions for 7 hours on the 6^{th} day and 8 hours on the 7^{th} day.

STN hires $-\frac{1}{2}$ 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 then 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 noncompliance 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 $-1/5^{th}$ 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.

Matt Miller, President & CEO	Date: _	12/0	01/2020
FOR THE INTERNATIONAL ALLIANCE OF MOVING PICTURE TECHNICIANS, ARTIST STATES AND CANADA			
Mulaffilly	Date: _	12/01	/2020
FOR THE DIRECTORS GUILD OF AMERICA	A		
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For the DGA, subject to ratification by the DGA	Nationa	l Comi	mercial Agreement Negotiating Committee.
FOR THE TEAMSTERS LOCAL 817			
Thomas J. D'Durnel	Date:		12/01/2020

FOR THE TEAMSTERS LOCAL 399

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Date: 12/1/20

APPENDIX A

AICP COVID-19 WORKPLACE GUIDELINES AND CONSIDERATIONS

Unions/Guild response Version 7 - December 1, 2020

The Producers and the DGA, IATSE, Teamster Locals 399 and 817 acknowledge that certain principles should guide those who are resuming work in the commercial industry with COVID-19 present in the community. In particular, advance planning, communication and training, adherence to sound cleaning and hygiene practices (including addressing ventilation and reducing the touching of surfaces), maintaining appropriate physical distancing and the use of personal protective equipment will all contribute to the maintenance of a safe working environment.

While no document can memorialize every practice that may be used to implement these principles safely and effectively, the practices described in this document are intended to provide points of consideration for operating in a safe work environment and are offered as examples of the ways those involved in motion picture production, pre-production and post-production can organize their work environments with these principles in mind. It is important to keep in mind that it may not be appropriate to utilize each and every practice in this document, depending on the circumstances.

GENERAL PRACTICES FOR ALL WORKSITES (On-Set/Stage/Studio/Facility/Office)

HR Considerations:

- Consider the mental and physical health and wellness of all personnel during these unprecedented times. The implementation of mental health resources to support the wellness of those participating in a production may be necessary. Options could include:
 - o Emotional support hotline
 - o Telemedical health and behavioral health resources
 - o Mindfulness training; and
 - o Provision of online tools and resources.
- All personnel are encouraged to report problems, ask questions and suggest solutions to enhance the safety and productivity of the workspaces.
- Utilize the AICP COVID-19 Symptom Screening for all participants working with others in-person
- Identify person(s) responsible for COVID safety protocol enforcement, support and management

- o Company's Office: Person(s) assigned by company managers
- o Set: COVID-19 Compliance Manager
- Contact tracing and notification shall be performed as defined by the CDC or local government authority, whichever is stricter.
- Comply with mandated or contractually obligated COVID-19 Sick Leave Policy.

Advance Planning, Communication and Training

Implementing advance planning, communication and training:

- Call sheets should contain contact information for the COVID-19 Compliance Manager, as well as a mechanism for anonymous reporting.
- Any employee that does not receive a call sheet shall otherwise be notified by the
 employer of the contact information for the responsible COVID-19 Compliance
 Manager(s), as well as a mechanism for anonymous reporting.
- All personnel must be notified if they have been exposed to an individual who has exhibited symptoms of COVID-19 or who has tested positive for COVID-19.
- Limit the duration of workdays and excessive consecutive workdays whenever possible.
- Minimize use of crowd scenes or street scenes when a controlled flow of people is not possible.

Symptom Identification and Personnel Screening:

- All personnel must participate in the AICP COVID-19 Symptom Screening each day
 prior to arriving on set or at the workplace as has been required by various Government
 and Regulatory bodies.
- Some ways to fulfill this requirement are:
 - Electronic survey, which can be pushed by email or app to all personnel. The
 results of the prior day's self-screening should be confirmed to be
 "UNCHANGED" by the designated COVID-19 Compliance Manager upon
 arrival to the workplace.
 - Non-electronic survey, which can be done by a designated COVID-19
 Compliance Manager using a written checklist prior to, or upon arrival to the workplace.
 - o For visits to the workplace by unscheduled personnel, screening processes must be completed before they enter the workspace.

- Anyone who reports to work with new and unexplained COVID-19 symptoms will be instructed to return home and contact their healthcare provider.
- Americans with Disability Act (ADA) conformity:
 - o All employees should be subject to the same screening.
 - In accordance with the ADA and other applicable laws, only designated person(s)
 may be privy to medical information provided by personnel. All such information
 must be stored separately from the employee's personnel records and be held in
 the strictest confidence.
- Please note, when working at a rented facility (e.g. studio lot, stage), there may be specific requirements for screening which may be performed by designated individuals employed by the facility.
- Temperature checks may be performed daily on a prescribed basis.

Development of Symptoms:

- All personnel must immediately report to a designated COVID-19 Compliance Manager at the workplace if they are experiencing symptoms of COVID-19.
- If any personnel develops symptoms of COVID-19 (not reported prior in the daily screening process), they must not go to work and should immediately contact their healthcare provider, and their direct supervisor as soon as practicable.
- Persons diagnosed with COVID-19 should follow current CDC guidelines or local government rules, whichever is stricter, regarding testing and quarantine.
- Persons who have not had COVID-19 symptoms but who tested positive and are under isolation should follow the CDC's recommended steps and prevailing governmental regulations.
- Doctor's notes are not required to return to work as long as the individual meets the CDC criteria and prevailing government regulations.
- For guidelines regarding contact tracing, follow the CDC, State and local guidelines in effect at the time, with respect to the treatment of other personnel (e.g., testing, quarantine or self-isolation) who have been exposed to the employee who tested positive.)

Exposure Reduction:

Employer

- Employers must utilize the AICP COVID-19 Symptom Screening as instructed each day for all personnel for each day when others are present at the workplace.
- All Employers should familiarize themselves with the <u>US Equal Employment</u>
 Opportunity Commission rules in this simple Q&A to create company policy and procedures for the workplace.
- Provide a washing station(s) when there is no access to running water.
- Handwashing facilities with running water, soap and paper towels (dispensed using a non-touch system, if possible), adequate for the number of cast and crew, shall be available and accessible from the first day of work. Hand washing with soap and water is considered more effective than hand sanitizer in preventing the spread of COVID-19.
- Physical contact should be avoided, including shaking hands, "high fives," fist or elbow bumps, or hugging.
- Provide alcohol-based hand sanitizer with a minimum of 60% alcohol (self-dispensing when possible) where hand-washing stations are not readily available.
- Separate washing stations from hand sanitizing dispensers.
- Provide appropriate Personal Protective Equipment (PPE) to all personnel.
- Permit people to supply their own PPE, when they have specific personal preferences, as long as the PPE conforms to policy and is approved by the Covid Compliance Manager.
- Ensure proper distancing at:
 - Work stations
 - Meal seating
 - Also, when possible, implement 6 foot markings on floors where personnel need to line up
- Designate pathways as one-way when possible.
- Store and stock adequate supplies of all required PPE.
- Encourage a work-from-home strategy when possible.
- Consider shifting workday start and end times to avoid rush hour commutes, congestion in elevators, lobbies, and common areas.

- Request that building management share their preparedness plans and confirm that building staff have appropriate PPE, and are adequately educated regarding social distancing and cleaning / disinfecting protocols.
- Request from building management a safety data sheet for all chemicals used for cleaning and have them confirm that the building's cleaning equipment is operational and maintained.
- Confirm that management inspects and maintains building equipment outside of your control.
- High touch points and equipment should be regularly wiped down during the day.
- Have a designated person in the role of a COVID-19 Compliance Manager to maintain best practices suitable for your worksite(s).
 - This individual should be trained on health and safety precautions, policies and procedures related to COVID-19 prevention, infection prevention practices, and PPE.
 - The designated individual(s) will oversee and monitor physical distancing, symptom monitoring, disinfecting protocols, and PPE compliance.
 - All personnel should know who the designated person(s) is and how to contact them.
 - o 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.
- During production, incorporate pertinent COVID-19 considerations into Daily Safety Meeting. Staggered start times may require multiple meetings.
- Companies should provide proper ventilation, with HVAC systems that are regularly inspected and clean filters. Where practicable, the employer shall make reasonable efforts to utilize air filters with a minimum MERV 13 rating, or, in the alternative, implement CDC recommendations on air filtration in buildings.
- After equipment and equipment carts are cleaned, they should be covered when not in use.
- Communal tools and equipment shall be regularly cleaned as appropriate.
- All food prep/styling should occur in a designated and exclusive area, with only necessary personnel having access.
- Any Property Person handling food on set must follow all required food handling hygiene requirements.

• All employees shall have access to a clean water supply.

All Personnel

- All personnel must fill out the AICP COVID 19 Symptom Screening and acknowledgement, for each day of employment.
- All personnel should familiarize themselves with the current <u>Centers for Disease Control</u> <u>COVID-19 information</u> as provided by Employer.
- Avoid touching your mouth, eyes, and nose.
- All personnel should be trained on hand hygiene practices (washing for a minimum of 20 seconds of duration, scrubbing all surfaces).
 - Periodically attend to hand hygiene during the day and at the start and end of all scheduled breaks.

Hands should be washed or sanitized:

- Upon arriving at the job site;
- After blowing one's nose, coughing, or sneezing;
- After using the restroom;
- Before and after eating or drinking;
- After contact with animals or pets;
- After handling shared equipment or objects;
- After cleaning or disinfecting equipment, tools or workspaces; and
- At other appropriate times throughout the workday.
- Utilize PPE, including but not limited to face coverings that cover the nose and mouth, face shields, goggles, gloves, finger cots, etc., as needed or required.
- Replace PPE as necessary.
- Dispose, clean, or store PPE properly.
- Visitors to set should be limited to those who are absolutely necessary. If visitors are provided access, they will be subject to the same guidance as other personnel, including the need for symptom screening and PPE requirements.
- Union representatives exercising their rights to visit workspaces will be subject to the safety guidelines required of a visitor.
- Maintain good ventilation.
- Maintain social distance of a minimum of 6 feet whenever possible.
- 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. Maintain personal hygiene and follow CDC advice (e.g. sneeze or cough into the elbow or tissue).
- Work with the Producer, the Covid-19 Compliance Manager and Department Heads to follow proper sanitary guidelines.
- Employees should label PPE with their name when doing so does not interfere with the efficacy of the PPE.
- When individual or rental cars are being utilized, crew members shall not transport other members of the crew, except that crew members may transport other members of the crew who reside with them.
- When working in trucks, "bullpen style" offices or other confined spaces, efforts should be made to maintain social distancing. Consider using plexiglass to create individual workspaces, if appropriate.
- Plans for sheltering during inclement weather should be designed to ensure proper social distancing.

Surface Transmission Mitigation:

Employer

- The COVID-19 Compliance Manager will determine, in consultation with department heads or departmental operations, the health and safety protocols that are necessary and appropriate for work, which may differ from those in this document.
- Designate individual(s) for overall housekeeping, and to perform high-touch wipe downs, with an emphasis on shared spaces and equipment.
- Post signage to remind people to wash and/or sanitize their hands.
- Designate an area to receive deliveries outside vs. inside office / motorhome, and clearly
 post sanitary policies for messengers and deliveries.
- Provide covered no-touch trash disposal.
- Provide ample disposal receptacles for PPE.
- Make appropriate disinfectant supplies accessible to all personnel.
- EPA-approved disinfectant with a claim against SARS-CoV-2 should be widely available at the workplace.

All Personnel

- Maintain regular housekeeping practices in your immediate space, including routine cleaning and disinfecting of surfaces, equipment, and other elements of the work environment.
- Use appropriate disinfectant to avoid damaging surfaces.

Reduce Commonplace Touchpoints:

Employer

- Provide a sensor-activated environment when possible (water coolers, toilets, faucets, soap dispensers, paper towel and hand sanitizer dispensers).
- Consider providing finger cots (preferable) or gloves for any shared equipment (e.g. copy
 machine, microwave) especially when washing stations or appropriate methods of
 disinfectant are not immediately accessible.
- Assign individual designated printers and scanners when possible for those whose tasks cannot be accomplished by electronic forms of communication.
- Assign tasks to specific individuals when possible (e.g. one person turns office lights on/off, one person adjusts thermostats, one person accesses specific areas, etc).
- Provide specific office supplies, such as pens (and have individuals label and keep them).
- Clean and sanitize all surfaces including high touch areas (fixtures, light switches, appliance handles, buttons, etc.) on arrival and departure of staff and clients.
- Ensure adequate stock of eco-friendly disposable products (plates, utensils, toilet paper, paper towels, etc.) when reusable, washable, service items are not available or practical.
- Eliminate self-serve in kitchen and designated food service areas.
 - o Do not provide snack bowls or unpackaged goods.
 - o Do not provide fruit that isn't individually wrapped, or washed and peel able.
 - o Do not provide shared platters.
 - Communal "buffet style" food service, including salad bars, trays of food, or any food service that requires sharing of utensils such as serving spoons or tongs, will not be permitted.
- Stagger group meals to allow for social distancing guidelines.

All Personnel

- Use a cell phone as opposed to a landline.
- Individuals should park and move their own vehicles.
- Use personal/reusable water bottles (clearly labeled with owner's name), dishes, and flatware when sanitary conditions for use can be maintained. Otherwise, use ecologically friendly single-use flatware, plates, and cups.
- Use contactless payment (as opposed to petty cash) whenever possible.
- Do not share cell phones, tablets, or computers.

PRODUCTION SPECIFIC CONSIDERATIONS

Art Department

- Allow the appropriate amount of time for pickups and drop-offs.
- Make decisions on the tech scout, and get approvals from Agency / Client as early as possible.
- Consider the potential value of art department prep and strike days. The time may be coordinated with location cleaning requirements.
- Allow for time to switch out and sanitize props as necessary.
- Coordinate between Art and Wardrobe departments with regard to handling of jewelry, bags, etc.
- After a prop has been cleaned and prepared for use by a performer, only members of the
 property department will touch the item before it is used. If someone who is not a
 member of the property department touches the item after it has been prepared, it should
 be cleaned before being used by the performer.
- Set pieces, props and surfaces on which or with which performers are working should be cleaned before and after use.
- Applicable food safety protocols for COVID-19 prevention must be followed when preparing food and beverage items for use on set.
- Stunt department or other appropriate personnel should disinfect stunt mats between users, per manufacturer protocols.

- Members of the property department must have clean hands to handle any costumes, accessories, props and other items
- Consider whether show-and-tell of a property should be done virtually (e.g., by photos) or at a dedicated table separate from the main property storage area.
- Click <u>here</u> to view detailed information recommended by IATSE Local 44 Set Decorators.
- Click <u>here</u> to view detailed information recommended by IATSE Local 44 Food Stylists.
- Click <u>here</u> to view letter from IATSE Local 44 to our member companies.

Camera Department

- Schedule pick-up from camera house if necessary.
- Handling and cleaning of camera equipment should be done only by members of the camera department.
- Review procedures of camera houses to minimize the number of handlers.
- Click here to view detailed recommendations from IATSE Local 600.
- A member of the camera crew should disinfect the eyepiece of a camera or any viewing mechanism before the eyepiece or viewing mechanism is used.

Casting

- Consider remote casting sessions and callbacks.
- Schedule in-person auditions and callbacks further apart to accommodate social distance.
- Require that talent honor their specified appointment time.
- Distribute scripts digitally.
- Check talent in from outside the casting office.
- Sign talent in and out digitally if possible, otherwise assign one individual to do so.
- Minimize the number of personnel working with talent.
- Consider having talent bring their own personal items to simulate props (phone, etc).
- Place partition between or provide appropriate PPE for talent during in-person group auditions.

- Include wardrobe specs in the breakdown to increase the likelihood of being able to use the talent's personal wardrobe.
- Consider backups for each role when making final cast selections.
- Limit the number of Agency / Client personnel attending a callback due to social distancing requirements.

Catering / Crafts Services

- Provide adequate tables and seating (outdoors when possible) to allow for social distance.
- Provide only single-serve packaged condiments.
- Provide individual, prepackaged snacks and other food items such as fruits that naturally require peeling.
- Refill reusable water bottles without person-to-person contact, and without contact between bottle and dispenser.
- If there is no access to running water in close proximity to the entrance of any designated eating area, handwashing facilities and/or hand sanitizer must be readily accessible and shall be used when entering and leaving the area.
- Wear PPE at all times when preparing or handling food.
- Follow all public health regulations regarding the delivery, handling, preparation, and distribution of food, including use of appropriate food service PPE, safe food temperatures, etc.
- Stagger meals times when possible.
- Serve food from the truck window or from individual boxes.
- Assign one person to distribute drinks.
- All eating surfaces shall be cleaned and disinfected before and/or after use to ensure appropriately cleaned area.
- Personnel should not leave the job site to obtain food during the course of the workday.
- Off-production offices, meeting rooms and other workspaces should have infection
 control protocols for use, especially when used for providing impromptu meals, snacks
 and coffee. Likewise, break rooms, microwaves, dishes and food deliveries will require
 regular cleaning and physical distancing.

- If food is to be delivered to the job site, one or more individual(s) should be designated to
 receive the delivery. Appropriate PPE should be worn when interacting with the delivery
 person and hand hygiene should be performed after handling the delivery.
- Consider options for cast and crew to place orders ahead of time to minimize the amount of time they must wait in line. Consider addition of plexiglass (or similar) barriers between servers and cast and crew.
- Avoid using or sharing items such as menus or condiments such as salt and pepper shakers. These items should be disposable and single serve.

Director Scouting / Tech Scouting

- Director scout virtually when possible.
- Self-drive when possible.
- Minimize the number of locations that require in-person scouting.
- Consider size and space when reviewing location options.

Electric / Grip Departments

- Handling of grip and electric equipment should only be done by members of those departments (stingers, apple boxes, stands, etc. often support other departments).
- Coordinate specific needs of Art and Camera departments well in advance.

Hair & Make-Up

- Full PPE must be worn by hair and make-up artists at all times while in proximity of performers (i.e., masks and face shields, gloves as appropriate).
- Special attention shall be given to ensuring proper ventilation in hair and make-up workspaces.
- Provide space between make-up stations or provide a partition in between.
- Use single-use brushes and applicators if proper disinfectant cannot be guaranteed.
- Schedule time to perform applicable disinfecting protocols between performers. Mix foundation, powders, lipstick, etc. on a separate clean palette for each individual.
- After each use, non-disposable hairbrushes, combs and make-up brushes should be cleaned with appropriate disinfecting solutions. All supplies for performers should be kept in individual cast bags.

- Have talent wear a mask when possible (e.g. while having their eyes or hair done).
- Talent shall only remove their PPE when essential.
- Artists involved in quick changes and continuity re-sets shall plan their touch-up procedures before approaching the performer, including by consulting with the performer.
- Hair and make-up should be planned so as to minimize the amount of time an actor is required to remove PPE.
- Production should schedule make-up/hair tests to avoid overcrowding.
- Once made up, talent may consider a face shield (as opposed to a mask) to not disturb completed make-up.
- Click here to view detailed recommendations from IASTE Local 706.
- Click here to view detailed recommendations from IASTE Local 798.

Handling of Equipment

- Assign work tools to individuals or have them use their own tools whenever possible.
- Require individuals to sanitize their own equipment.
- Limit the number of people who handle certain materials and/or equipment.
- Check gear in a separate space to avoid cross contamination, when possible.
- Avoid direct handoffs (one person puts an item down, another person picks it up without proper sanitization).
- Do not allow for shared walkie talkies.
- Sanitize replacement batteries in between uses. No one should carry replacement batteries for others on their belt.
- Hands should be cleaned before and after handling props, accessories, and other items.
- Stunt body pads should be assigned for use by a single stunt performer or cleaned before being assigned to another stunt performer. A stunt performer may choose to bring his/her own stunt body pads for his/her own use on a production.

Location Department

• Provide a clean work environment.

- Locations shall be prioritized during scouting that allow complete control of the site, including controlling access, ability to shut down the site for cleaning and high standards of hygiene.
- The location shall provide sufficient space for performing planned production activities while adhering to physical distancing recommendations.
- Prioritize locations with access to hand-washing facilities. Provide ample mobile hand hygiene stations.
- Productions should avoid locations that recently have been occupied or used by people thought to be infected with COVID-19, if possible.
- If an occupied private home or building location is required for shooting, the non-production occupants should be asked about signs/ symptoms of COVID-19 and should vacate the premises for proper cleaning and sanitizing prior to pre-production crew and production cast and crew entering the facility.
- Productions shall select buildings that can be easily and effectively cleaned and that
 provide sufficient space for performing planned production activities while adhering to
 physical distancing recommendations.
- Allow adequate ventilation of indoor locations.
- Utilize locations repped by agents / services (as opposed to cold scouting) when possible.
- Assign one individual to handle (post and remove) location signs.
- Close every set (Union Representatives shall have access). No non-essential visitors. This must be actively monitored.
- Require the owner of a location to reduce personal belongings prior to shooting.
- Apply for permits as early as possible:
 - Neighbors or neighborhoods may have a diminished desire for the presence of film crews for the time being.
 - o Acquiring signatures will be logistically more difficult.
 - Fewer people may be eager to provide signatures for filming activity on their street. Consider electronic methods to gather permissions.
- Execute location contracts as early as possible.
- Anticipate providing alternative lodging to house occupants for the duration of the shoot (may be best for them not to return home in between crew call times).
- Anticipate possibility of having to board animals.

Medic

- Set medics should be trained to recognize symptoms of COVID-19 and procedures related to individuals who show symptoms.
- Wear appropriate PPE for the duration of person-to-person contact.
- Observe the set and consult with personnel on safety measures.

Pre-Pro Meeting

- Schedule the pre-pro meeting as early as possible in order to have time to plan properly.
- Finalize as many creative decisions as possible no later than the pre-pro meeting in order to reduce last minute changes on shoot days, and to plan for all sanitary accommodations.

Schedule / Staffing

- Stagger call times by department, when possible.
- Build in time for each department to "step in, step out" at a time.
- Decide whether a prep, pre-light, or strike day will be required.
- Strive to keep the same individuals on an entire job (as opposed to individuals swapping in and out), thereby minimizing the number of interpersonal contact.

Script Supervisor

- Provide a separate monitor when possible.
- Provide an earpiece when required.

Sound Department

- PPE must be worn for the duration of person-to-person contact.
- Disinfect Comteks before and after each use.
- Label Comteks with the name of the user.
- Disinfect Lav mics and transmitters before and after each use.
- Replace Lav mounting components that cannot be thoroughly cleaned.
- Consider utilizing boom-only audio (as opposed to rigging Lav mics).

- Headsets, ear-pieces, IFB, hand mics and all communication equipment should be dedicated to a specific person or cleaned prior to a change in users.
- Click <u>here</u> to view detailed recommendations from IASTE Local 695.

Stages / Studio Lots

- Investigate requirements for cast/crew entry to stages.
- Plan for extra security/screening time for gate entry.
- Discuss sanitary practices performed or provided by studio operations staff.
- Understand all differing requirements of staffing, catering and access for each facility.
- Prepare for quarantine measures at a multi-stage facility where other productions may be taking place.

Talent Actors / Extras

- Consider a temporary barrier between actors while establishing marks and positions.
- Consider alternate shot set-ups, camera angles, lenses, etc. to allow for maximum separation.
- Consider the number of Extras required.
- Provide ample space and infrastructure for Extras holding areas.
- Manage paperwork digitally. If not feasible, provide a pen for each Extra to keep while completing paperwork.
- Prep and execute talent paperwork digitally when possible.
- Provide actors with extra tender loving care. Remember, they have to give an on-screen performance.

Minors

- Allow ample time for permitting.
- Notify guardians to not bring non-essential persons.
- Provide ample space and infrastructure for schooling.
- Confirm you have PPE that fits minors.
- Provide PPE for teachers and guardians.

• Provide extra attention for children to ensure they follow safety guidelines.

Transportation Department

- Limit number of people in a passenger van at one time.
- Consider a higher-capacity bus for shuttling, to allow for social distance.
- Allow time for people who prefer to walk from crew parking to set rather than be shuttled.
- Add signage to the van exterior identifying maximum capacity and requiring all personnel wear masks.
- Keep windows down to promote ventilation (weather permitting).
- Additional shuttle trips will be necessary.
- Commit to one driver per vehicle when possible.
- Stakebeds may be required to transport cross-loaded equipment from crew parking to the location.
- Consider type of vehicle when determining number of persons allowed:
 - One person per row
 - o Truck cab with a second row: Driver plus passenger in back on opposite side
 - o Cube Truck: Driver only
 - o Golf Cart: Driver plus one person in back.
- Vehicles should have non-toxic disinfectants and appropriate disposal readily available.
- The following high-touch surfaces should be cleaned:
 - Door handles (inside and out)
 - Steering wheels, gear shift levers, signaling levers, air conditioning controls, and any other items the driver touches regularly
 - Seats, if they are made of a wipeable material such as vinyl. Fabric surfaces should not be wiped.
 - Seat belt buckles
- If physical distancing cannot be maintained and/or a trip of more than 15 minutes duration is anticipated, consider use of face shields (in addition to masks) for passengers and driver.
- Passengers should not sit in the front seat next to the driver.

- Passengers should not sit directly next to each other in a vehicle whenever possible. If spacing allows, ideally only one passenger should be in a row and should stagger seating diagonally, so they are not directly in front of or behind the passenger in the next row.
- Adjust practices to encourage physical distancing, such as staggering start times for drivers, to prevent crowding at pickup/dropoff locations.
- If staff need to travel between workplaces in vehicles such as vans, maintain physical distance wherever possible. Larger vehicles may be able to accommodate physical distancing by using a seat configuration that maximizes distance between people.
- One person per seat row in all vehicles (e.g. 5 including driver in 15 pass).
- In multi-passenger vehicles such as vans or buses, load the vehicle from back to front, and unload from front to back. The driver should be the last one to board.

Travel

- PPE should be worn for the duration of person-to-person contact.
- Employer shall notify employees as to any quarantine orders in effect.
- Employer shall review individual airport and airline requirements for the use of face coverings or other PPE.
- Identify local medical personnel in advance that could assist with care of cast and crew in the event of COVID-19 symptoms.
- Production shall monitor local outbreaks and trends, including local public health
 guidance and restrictions on travel to and from the U.S., and keep cast and crew informed
 as appropriate.
- Whenever possible, those traveling for productions should not bring family members or other non-essential personnel.
- Air travel shall be booked only on aviation suppliers (airlines) whose policies comply with the Federal Aviation Administration's regulations with respect to COVID-19.

Domestic Travel

- Employer shall provide state guidelines for travel restrictions or quarantine requirements. Links to state COVID-19 websites and information on travel, quarantine, and other orders are available via the Association of State and Territorial Health Officers.
- Employer shall provide <u>CDC</u> guidelines and considerations for domestic travel.

International Travel

- Employer shall provide the <u>U.S. State Department Travel Advisory</u> for your intended destination, as well as the <u>COVID-19 Country Specific Information</u>.
- Employer shall provide the <u>U.S. Embassy</u> website of the country they plan to travel to in order to determine if there are any entry restrictions or quarantine requirements for U.S. citizens.
- For travelers returning to the U.S., the Employer shall provide <u>U.S. Department of Homeland Security guidelines</u>, entry restrictions, and quarantine requirements.
- The Employer shall provide <u>CDC</u> health advisories and travel recommendations by country.
- The Employer shall provide <u>CDC guidelines for returning from international travel</u>.
- The Employer shall provide <u>any World Health Organization (WHO)</u> specific guidance for countries/regions you will be visiting.

Video Village

- Encourage the use of a remote video village to be used whenever possible.
- Locate the physical video village in a designated area that is only accessed by the Agency / Client team.
- Provide for audio feedback between video village and set.
- Set up chairs 6 feet apart (when a physical video village is required).
- Consider easily cleaned furnishings.

Wardrobe Department

- Wear appropriate PPE for the duration of person-to-person contact.
- Members of the costume department must have clean hands to handle any costumes, accessories and other items.
- Wear PPE when preparing the wardrobe.
- Advance planning should be employed to avoid overcrowding in costume and wardrobe areas.
- Plan wardrobe ahead of shopping / pulling from rental houses.

- o Use PPE when looking through garments in rental houses and retail stores.
- o Anticipate delays at rental houses and retail stores.
- o Review current retail return and exchange policies.
- Book talent as early as possible, and get sizes as early as possible.
- Encourage remote alternatives to stages for selecting wardrobe.
- Stagger talent appointments for fittings.
- Whenever possible, performers should maintain appropriate physical distancing from other performers and costume staff when receiving a costume or item.
- Sanitize jewelry and glasses with appropriate, non-damaging cleaning solutions.
- Assign one person to take fitting photos.
- Costumes and outfits should be bagged up individually, by performer.
- Seek permission from Clients to allow actors to keep purchased wardrobe.
- Use of antimicrobial floor mats and surfaces treated with bio-barrier coatings.
- Personal clothing items used as costumes, or personal items of above-the-line personnel should not be prepped (e.g., steamed, ironed, etc.) without first being cleaned, if practical. Background actors who are asked to bring personal clothing to be used on camera must bring clean clothing.
- All wardrobe items must be properly disinfected with appropriate EPA-registered
 disinfecting methods and supplies with a claim against SARS-CoV-2 before they are
 provided to a performer; however, items with unique cleaning requirements that cannot
 be disinfected with such methods or supplies will be cleaned in the customary manner
 before being provided to the performer.
- When dealing with items likely to be degraded by steam/hot washing, production may "quarantine" the item for an appropriate period of time as an alternative disinfecting method.

Unions & Guilds

If working with Union or Guild represented employees, be mindful of requirements as outlined in any agreement(s) you are signatory to. Reasonable discussions should lead to practical solutions when analyzing new scenarios in these unprecedented times. Submit a set of your company guidelines, procedures, and/or protocols to applicable unions, prior to employing personnel.

The Union will be notified promptly when employees test positive for COVID-19 or are being asked to return to a worksite that was shut down due to COVID-19 and shall be given the opportunity to address any concerns.

POST PRODUCTION SPECIFIC CONSIDERATIONS

General Studio Procedures

- Consider assigning defined roles to specific employees, for example:
 - COVID-19 Compliance Manager: Assures that all employees, visitors, clients are aware of protocols and are following them. Has responsibility for education of freelance workers in new protocols.
 - o PPE Manager: Maintains current knowledge of PPE use, quantities, stock, location, disposal.
 - O Deliveries Manager: Administers receipt of and the sanitizing of all items arriving in the workplace such as packages, couriers, food, etc.
 - o Food Distribution: Strictly limits those responsible for serving food, using the strict sanitized processes.

Supervised Sessions

- Assign workstations and disallow sharing of equipment, computer peripherals (keyboards, mice, Wacom tablets, etc.).
- Establish methodology for determining maximum suite occupancy for sessions and post clearly in each suite. Limit session attendance to match occupancy guideline.
- Consider a staggering schedule of supervised sessions to minimize studio occupancy.
- Maintain a list of session attendees sorted by the rooms they occupy.
- Consider steps to meet all guidelines for ventilation of suites with closed doors.
- Schedule supervised sessions based on maximum capacity allowed to maintain adequate social distancing.

Client Requirements / Session Preferences

- Discuss with the client any corporate policies they may have a bearing on in-person meetings.
- Consider offering hybrid approaches to supervised sessions such as:
 - o Artist in facility / Client remote supervising
 - o Artist Remote / Client in facility
 - o Artist and Client remote, Editorial Assistant in facility

 Limited number of in-person sessions to be allocated as desired (i.e.: approvals only, approvals & conform, etc.)

Social Distancing

- Create a policy for the studio and conduct regular counts of occupants per floor, per session and per office throughout the day.
- Maintain count of occupants at reception and post clearly visible maximum occupancy signage at entrance.
- Wherever the potential exists for lines to form, it may be helpful to mark 6' separation increments (kitchen, bathrooms, elevator banks, emergency exits, etc) to aid in social distancing.
- In all open work spaces or bullpens, consider alternate layouts, such as alternate desks / workspaces in a checkerboard pattern, disable alternating desks, or remove them entirely if they do not allow for recommended social distance.
- Consider how to maximize usage of studio floor plan to spread out all personnel.
- If possible, add panels between desks including height adjustable panels for sit / stand desks.
- Specify permanent seat assignments for all personnel.
- Reduce capacity of larger existing spaces—e.g., remove some chairs from conference rooms and post new maximum capacity.

AGENCY/CLIENT CONSIDERATIONS AND PLANNING

- Try to book production company and post production company with as much lead time as possible to make sure all needs specific to the project can be attended to and scheduling thought out to ensure safety measures can be met adequately (e.g. any specific testing) or that props and specific equipment can be sourced.
- Costs for complying with workplace guidelines should be clearly delineated in the bid.
- Work should be planned to minimize COVID-19 related disruption risks so far as it is reasonably practicable to do so. However, no amount of planning can fully mitigate risks. It should be understood that additional measures will require an approved overage. For COVID-19 related risks, Agency / Client should:
 - Maintain contingencies for non-insurable COVID-19 related costs such as:
 - Additional production costs (e.g. locations become unavailable, duplication of crew required due to sickness, transmission failure, etc.)

- Non-production related costs (e.g. regulations change, costs for quarantining crew are incurred, etc.).
- Cancellation, postponement, and force majeure.
- Include in agreement with the Company that the Agency and/or Client is responsible for COVID-19 related costs in the likely event such costs are not covered by insurance.
- If Agency/Client are attending remotely, or if the project is to be completed remotely, cyber liability insurance should be in place (by way of wrap-up or individually acquired policy) to cover any data security breaches, and any delays due to connectivity should be treated as an overage.

COVID-19 Symptom Screening

Your safety is our top priority. To that end, we are asking the following health screening questions to ensure a safe work environment. Everyone must answer these questions before they arrive to work.

Remember, if you are sick with or exhibiting symptoms of COVID-19 (fever of 100.4° or greater, chills, cough, fever, difficulty breathing, muscle aches, sore throat, diarrhea, recent loss of taste or smell), or have had close contact with someone diagnosed with COVID-19 within the last 14 days, you must not report to work.

AICP Screening Questionnaire

		Date:
•	Question 1: What is your first name?	
	o	
•	Question 2: What is your last name?	
	0	
•	Question 3: What project are you working on?	
	o	
•	Question 4: : Have you had close contact with someone diagnosed with COVID-19 or had a test confirming they <i>Check One</i> : Yes	
	□ No	
•	Question 5: Within the last 10 days have you been diagratest confirming you have the virus? Check One: ☐ Yes ☐ No	nosed with COVID-19 or had a

•	Question 6: Have you had any one or more of these symptoms today or within the
	past 24 hours, which is new or not explained by a pre-existing condition?
	• Fever of 100.4° or greater, Chills, or Repeated Shaking/Shivering • Cough • Sore
	Throat • Shortness of Breath, Difficulty Breathing • Feeling Unusually Weak or
	Fatigued • Loss of Taste or Smell • Muscle Pain • Headache • Runny or Congested
	Nose • Diarrhea •
	Check One:
	\square Yes
	\square No
•	Question 7: Have you traveled internationally or outside the state you reside within the past 14 days (please answer 'Yes' or 'No')? If yes, please list where.
	o
•	Question 8: By checking 'Yes' below I attest that my answers above are accurate to the best of my knowledge.
	\square Yes
•	Question 9: By checking 'Yes' below I affirm I will notify <u>COMPANY</u> if there are any changes to my answers that occur after I complete this form, and before I arrive to the work location.
	\Box Yes

<u>COVID-19 Informational Videos (Suggested links for carrying out procedures)</u>

All Personnel should understand the fundamentals of required hygiene and PPE use and maintenance. To this end, information, including readily available instructional videos should be made available.

(The following are 5 examples of videos that could be used for this purpose):

- <u>Video 1</u>: How to Help Stop the Spread of COVID-19
 - o https://youtu.be/kEhNyxKopsg
- Video 2: What To Know About Handwashing
 - o https://youtu.be/d914EnpU4Fo
- Video 3: Proper Donning and Doffing of Face Mask
 - o https://youtu.be/z-5RYKLYvaw
- <u>Video 4</u>: Proper Donning and Doffing of Face Shield
 - https://youtu.be/EATqw6m44RY
- Video 5: Proper Donning and Doffing of Gloves
 - o https://youtu.be/12ZD2lG7yLg

COVID-19 General Safety Practices

 ENTER YOUR COMPANY'S GENERAL SAFETY PRACTICES AND/OR PRACTICES FROM THE AICP GUIDELINES YOUR COMPANY FOLLOWS.

Acknowledgment

I've received and reviewed the COVID-19 General Safety Practices.

I understand the fundamentals of hygiene as well as the use and maintenance of PPE, and to this end, I have reviewed any information provided, including videos.

Nothing contained herein is intended to revoke or repeal any employee rights, either statutory, regulatory, or collectively bargained, and are not exhaustive. Nor are they a substitute for any existing safety and health-related regulatory requirements, such as those of Cal/OSHA.

This screening check list shall be treated as a confidential medical record in accordance with federal, state and local medical and data privacy laws. It shall be retained by the Company separately from any personnel or payroll records that the Company maintains for such period as permitted under applicable law.

By selecting 'Yes' I acknowledge the above.

The information in the questionnaire(s) or any report generated from information contained in the questionnaire(s) is the sole property of the Employer. Any designated person that would need to be furnished with this information to carry out their duties must return the information to the Employer and may not retain the information.