

**COVID-19  
RETURN TO WORK  
AGREEMENT**

**between  
IATSE, DGA, SAG-AFTRA,  
TEAMSTERS - BASIC CRAFTS  
&  
The Association of Motion Picture  
Television Producers  
AMPTP**

**COVERING THE  
UNITED STATES & CANADA**

# PAY AND SCHEDULING FOR TESTING

- The employer must schedule a pre-employment test within 72 hours (3 days) prior to your start date – weekends not included – until December 31, 2020, and within 48 hours (2 days) thereafter. For example, if you are tested on a Friday, they can hold your start day until the following Wednesday before the end of the year, then Tuesday thereafter.
- You will be paid a \$250.00 stipend for going to a test facility on a day you are not otherwise employed by the Producer. The stipend covers the COVID-19 testing time, completion of “Start Paperwork,” and 1 hour of training. Additional required training on your own time will be paid at \$20.00 per hour as a stipend.
- The Producer is not allowed to ask you to waive liability for testing. But you must sign a consent to be tested form as well as a consent form to receive the test results and release the test results to the employer.

# START OF WORK AFTER TESTING

- The testing day by itself is not considered a workday and is not considered a part of the calculation of the workweek for sixth or seventh day overtime pay. You may be required to fill out start paperwork at the time you are initially tested, but you are not actually employed until the employer receives notification that your COVID-19 test returned a negative result and you are directed to report for work thereafter.
- Once a negative test is obtained, the person is considered employed, and all provisions related to sick leave and other working conditions apply on a go-forward basis, even if the employee develops symptoms or fails their Health Assessment Survey (HAS) prior to their first day of work.

➤ DESIGNATED WORK ZONES & TESTING

Once you start work, how often you get tested will be determined by which “Zone” you are assigned to:

“Each Producer will adopt a system which divides employees into work groups (sometimes referred to as “zones” or “pods”) that are designed to minimize contact and interaction between performers and background actors who cannot wear PPE while performing their duties, on the one hand, and the rest of the crew, on the other hand, and specifies where employees in each group may go during the course of their workday.”

➤ ZONES DEFINED:

- Zone “A”: Working with talent when they have their masks off – you must test at least 3 times a week and possibly more depending upon the action. PPE will be Nose & Mouth Covering, Face Shield, and possibly Tyvek suit and gloves.
- Zone “B”: Access to “Hot Sets,” but always with everyone in proper PPE – you must test at least once a week.
- Zone “C”: No access to “Hot Sets,” and only interacts with Zone A and B personnel when in proper PPE – you must test at least once every two weeks.
- Zone “D”: Employees cannot go to a “Hot Set” or enter Zones A or B unless they have a negative PCR lab-based diagnostic test within 72 hours, or 2 negative rapid tests within 48 hours of entry. Only a pre-employment test within 72 hours of employment applies.

# PRODUCTION WORK ZONES

## PRODUCTION BASICS

### Production Zones

Zones are areas with geographical boundaries. Testing frequencies vary between zones.



#### ZONE A CONSISTS OF:

- All performers and background actors working on set.
- All employees who are present in a workspace with a performer or background actor while the performer or background actor is not wearing PPE.



#### ZONE B CONSISTS OF:

- Employees who work on a “hot” set, but who are not present in workspace with a performer or background actor while the performer or background actor is not wearing PPE.
- Employees who work in any other area where the production has a footprint that is not an area where Zone C employees work.



#### ZONE C CONSISTS OF:

- 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 6 feet of other individuals for longer than 15 minutes while working (or per localized guidelines for close contact).
- 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 employees and the Zone C employees are wearing PPE at all times and do not come within 6 feet of each other for longer than 15 minutes.

# TESTING TYPES AND CONSENT

- Diagnostic tests that test for the virus that causes COVID-19 are allowed.
- Antigen or antibody tests are not allowed.
- Testing may be done on- or off-site.
- Test results shall be provided to the employee.
- If an employee cannot receive the results within that 72-hour window, the lab-based PCR test shall be administered as soon to employment as possible, with a rapid test within 48 hours prior to employment. Both test results must be obtained prior to the start of employment.
- Alternatively, 2 rapid tests conducted within 48 hours (with the samples collected at the same time) may be used. Both tests results must be negative prior to the start of employment.
- Employee may be required to sign consent forms prior to testing for the test and disclosure of test results. Producer must follow all applicable laws. There shall be no waivers of the Producer's liability. The Union agreed to make best efforts to assist the Producer in obtaining such consent forms, if necessary.

# TESTING AND AIR TRAVEL

## Prior to Air Travel

whether the employee is starting work, or already working and being periodically tested, they must be tested within 48 hours of departure and receive a negative result in order to fly.



**Upon arrival**, if the employee was working and being periodically tested, they may commence work upon arrival at the destination, provided that the employee continues to undergo periodic testing without interruption.



If the employee has not yet begun periodic testing, they shall be tested again after the flight prior to starting work, but no sooner than forty-eight (48) hours after arrival at the final destination, except that:



(1) An employee who undergoes a pre-flight test within forty-eight (48) hours of departure time and obtains test results prior to departure may work upon arrival at the final destination during the forty-eight (48) hour period following the time of the pre-flight test; and



(2) If the employee is scheduled to commence work at the final destination before results can be obtained from a test that is conducted forty-eight (48) hours after arrival, the Producer may test the employee after the flight, but within forty-eight (48) hours prior to the start of work (the "post-flight test"). The employee may start work at the final destination after receiving a negative test result, so long as the employee's first periodic test is conducted within forty-eight (48) hours of the post-flight test.

# DAILY HEALTH ASSESSMENT

- ▶ Employees will be required to complete a Health Assessment procedure prior to the start of work each day.
- ▶ The Producer may determine if the Health Assessment is submitted electronically or in person.
- ▶ The Producer may require temperature checks one or more times per day.
- ▶ If an employee fails a temperature check, they may rest for 15 minutes before having their temperature taken once again. If they do not pass the 2<sup>nd</sup> temperature check, the employee will be directed to contact their healthcare provider. They will be paid any sick leave they have accrued under the contract, and once that is exhausted, will be paid COVID-19 sick leave.
- ▶ No payment is due for time spent undergoing a temperature check at the entrance to a work site.
- ▶ If a Health Assessment Survey and temperature check are performed prior to reporting to work on a workday, 1/10<sup>th</sup> of an hour shall be paid. If the employee fails to pass the Health Assessment or temperature check, the employee will receive sick leave, including the 1/10<sup>th</sup> of an hour payment. This payment does not apply to “on-call” employees.
- ▶ Time spent undergoing a Health Assessment prior to reporting to work does not affect start time, meal times, rest periods or overtime.
- ▶ Any time spent undergoing a Health Assessment after reporting to work shall be considered work time.



# TESTING AND DAY PLAYERS

- ▶ ASK FOR & KEEP COPIES OF YOUR TEST DATES AND RESULTS!
- ▶ If you were tested by another production you may be able to use that for work on a second production.
- ▶ CONTRACT LANGUAGE: *“A pre-employment test is not required if the employee has been tested by a Producer within 48 hours prior to employment and the test is negative. If a lab-based PCR diagnostic test is used, the test may be administered up to 72 hours before employment. If conducted by a different Producer, the employee must have documentation establishing the time and result of the test.”*

# Handling COVID-19 Symptoms and Positive Tests



What if I develop COVID-19 symptoms?



What if I test positive for COVID-19?

ATHOME

**DONT:** Report to work

**DO:** Contact your supervisor or department head and the Health & Safety Manager and keep them updated of your status

**DO:** Contact your Primary Care Physician

ATWORK

**DONT:** Come into close contact with anyone

**DO:** Go home immediately to stop the potential spread of infection

**DO:** Contact your supervisor or department head and the Health & Safety Manager via phone/text to let them know you are leaving and will check in when you have more information

**DO:** Contact your medical provider

TESTOUTSIDE OFWORK

- Follow all medical advice provided by your medical professional
- Contact your Health & Safety Manager to confirm next steps
- Quarantine as directed
- Discuss return to work requirements with your Health & Safety Manager

TESTATWORK

- Cast or crew member and Health & Safety Manager will be notified by testing company
- Stay home or go home immediately and contact your medical provider
- Contact your Health & Safety Manager to confirm next steps
- A doctor's note stating you are fit to return to work may be required

# QUARANTINE REQUIREMENTS

- **YOU MUST QUARANTINE OR WILL BE ORDERED TO QUARANTINE FOR ANY OF THE FOLLOWING:**
- If You test positive for COVID-19.
- If You or someone in your household exhibits ANY symptoms of COVID-19:
  - Fever - Cough
  - Chills - Headache
  - Muscle or body aches
  - Sore throat
  - New loss of taste or smell
  - Shortness of breath or difficulty breathing
  - New onset of nausea, diarrhea, or vomiting
- If You were within 6 feet of someone for more than 15 minutes who tested positive or is symptomatic for COVID-19; or who cohabitates with someone who tested positive or is symptomatic for COVID-19.

# POSITIVE TEST PROTOCOL

If an employee tests positive for COVID-19, the Producer shall follow CDC guidelines in effect at the time or the guidelines of the local governmental authority in effect at the time, whichever is stricter, with respect to treatment of other employee(s) (e.g., testing, quarantine or self-isolation) who have been exposed to the employee who tested positive. The employee(s) who was (were) exposed to the employee who tested positive shall also comply with those guidelines.

Consistent with current CDC guidelines, Producer may establish a policy that:

(A) Individuals previously diagnosed with symptomatic COVID-19 who remain asymptomatic after recovery need not be tested within 3 months after the date of symptom onset for the initial COVID-19 infection.

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

(C) For individuals who never developed symptoms, the date of first positive RT-PCR test for SARS-CoV-2 RNA should be used in place of the date of symptom onset.

# PAID SICK LEAVE ELIGIBILITY

- ▶ 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:
- ▶ The employee has tested positive for COVID-19 or exhibited symptoms of COVID-19.
- ▶ The Producer has requested that the employee isolate or self-quarantine because another person with whom he or she has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
- ▶ A member of the employee’s household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
- ▶ A public official or healthcare provider has requested that the employee isolate or self-quarantine due to COVID-19.
- ▶ The Employee must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID- 19.
- ▶ 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.
- ▶ Producer may require verification (e.g., a doctor’s note) of the Eligible COVID-19 Event in order for the employee to receive more than 3 days of Paid Sick Leave.
  
- ▶ Employees are not entitled to payment for unused COVID-19 Paid Sick Leave.
- ▶ If an employee has an Eligible COVID-19 Event while on distant location and can’t return home, Producer shall provide them with lodging and per diem, as well as Paid Sick Leave.
- ▶ Paid Sick Leave days are not considered workdays.

# PAID SICK LEAVE / QUARANTINE PAY

## COVID-19 Paid Sick Leave (PSL) for actual illness or precautionary quarantine:

- An employee shall receive up to 10 days of Paid Sick Leave, per Producer, for each day a person is absent from work due to an Eligible COVID-19 Event for which the employee is not otherwise paid by the Producer until the earlier of the following:
  - The employee returns to work or declines to return to work; or
  - The reasonably anticipated engagement ends.
  - Cap limits: no more than \$750 per day for up to 10 days and \$7,500 in the aggregate.
  - Fringe benefits: health/welfare contributions, pension contributions and IAP/annuity contributions are applicable.
  - No vacation or unworked holiday payments, or other fringe benefit contributions will apply.
  - Daily employees – payment for a minimum call based on the contracted rate.
  - Weekly employees – 1/5<sup>th</sup> of weekly/on-call rate.
  - STN employees – *pro rata* (proportional) daily rate.

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-19 Events, before utilizing any other accrued sick leave.

## PRECAUTIONARY QUARANTINE

Payment for Required Isolation or Self Quarantine (other than an Eligible COVID-19 Event) does not alter terms for any agreement entered into prior to the effective date of this Agreement. Applicable for:

Isolation 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.

If no work is performed while in isolation employees shall be paid as set forth below, based on scale rate:

For the first 5 out of 7 consecutive days:

Daily hires – minimum call.

Weekly/on-call hires – 1/5<sup>th</sup> 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<sup>th</sup> of the weekly/on-call rate, P&H contributions for 7 hours on the 6<sup>th</sup> day and 8 hours on the 7<sup>th</sup> day.

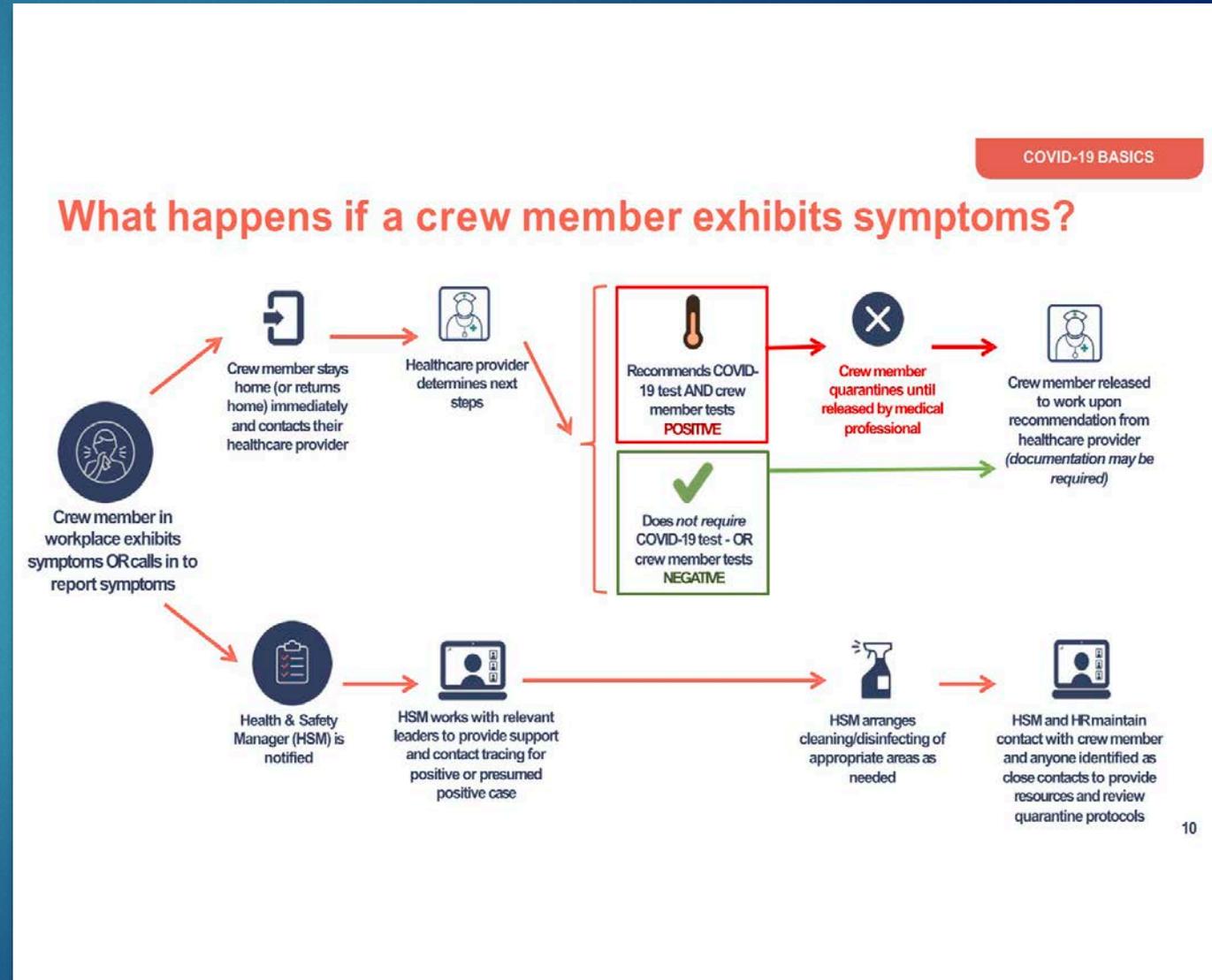
STN hires – ½ of the pro rata daily rate, plus applicable P&H contributions.

No vacation or unworked holiday payments, or other fringe benefit contributions, will apply.

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

# RETURN TO WORK

- ▶ Each Employer is going to have a different procedure for returning to work, however the best thing you can do for yourself is obtain a certification from a medical professional (aka a "Doctor's Note") stating that you are no longer contagious and are cleared for a return to work. If you don't have that Doctor's Note, getting back to work after your quarantine period might be difficult because you will be at the mercy of the employer's ability to qualify you to return to work, which could take several days or weeks depending on the employer.



# TRAINING

- 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 workday, no stipend is due.
- CSATF, the IATSE Training Trust Fund, and the applicable Canadian organizations shall provide COVID-19 specific training. This training shall be a condition of employment.
- Training must be completed no later than 60 days after the execution of this Agreement.

# PERSONAL PROTECTIVE EQUIPMENT

- ▶ **Personal Protective Equipment (PPE):**
- ▶ Producers shall provide all employees with face coverings to be worn at all times on the job site, except when eating, drinking or when their job prevents them from doing so.
- ▶ Those who work closer than 6' for 15 minutes or more (or, if more stringent rules for "close contact" are implemented, those shall apply), shall be provided with a face shield as well. They may also be provided with goggles.
- ▶ This equipment may be disposable or reusable. If it is reusable, it may only be reused by the same person, unless sanitized between users.
- ▶ If the Covid Compliance Supervisor or their designee approves a person's personal face coverings, face shields and/or goggles, the crew member may use the approved personal PPE.

# CONTACT TRACING & CONSENT

## ➤ CONTACT TRACING:

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

## ➤ CONSENT to Producers’ COVID-19 Policies and Procedures:

- This Agreement prevails if in conflict with Producer’s policies.
  - Producer may require crew to acknowledge receipt of the policies and to adhere to them.
  - Union representatives agree to comply with the Producer’s policies with respect to testing and other health screening procedures for zone A and B, as applicable.
  - The Union is responsible for ensuring representatives are in compliance with testing requirements prior to visiting the workplace.
- **Producer shall provide the Union with a copy of its COVID-19 policies and procedures.**

# ELECTRONIC PAPERWORK AND PAY

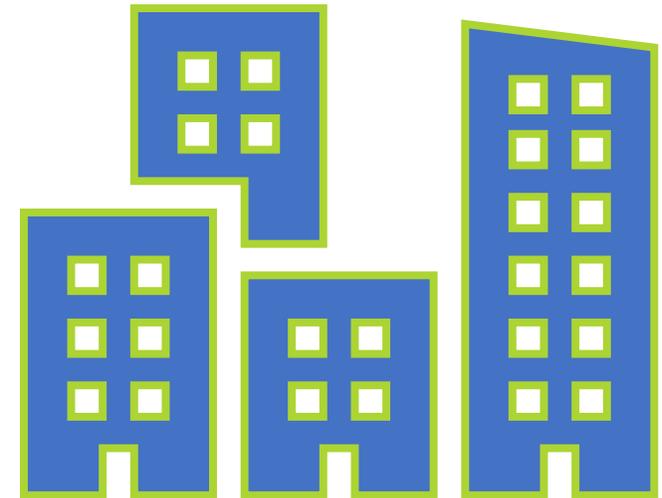
To the extent the Producer implements electronic documents in lieu of paper documents, employees shall accept e-delivery of and provide e-signatures for the following items:

- Start paperwork;
- Time cards;
- Deal memos;
- Direct Deposit of payroll
- Where direct deposit is not available the Producers shall be permitted to mail checks.

If you do not possess or have access to a device or technology which permits receipt and transmission of electronic documents, the Producer must either provide you with a hard copy of the document or make other arrangements for you to receive and sign electronic documents.

# WORKING FROM HOME

- ▶ **When a Producer requires an employee to work remotely from home:**
  - ▶ If the employee does not have the necessary equipment, and the Producer doesn't supply it, the employee shall submit a request to the Producer for purchase of this equipment. Producer shall reimburse the employee for any pre-approved purchases after receiving the employee's receipts or other appropriate proof of purchase.
  - ▶ Producer shall provide an employee with the technology training it determines is necessary for this work.
  - ▶ Producer shall reimburse any necessary and reasonable costs that an employee incurs due to working remotely, provided the Producer has approved the expenses and the employee submits appropriate proof of the expense.



IF YOU HAVE  
QUESTIONS  
CALL THE  
LOCAL 44  
BUSINESS  
AGENT'S  
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