



## 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 April 16, 2021, between SAG-AFTRA (“Union”) and The Joint Policy Committee, LLC (“JPC”) on behalf of advertising agencies and advertisers who have authorized it to negotiate on their behalf and to execute the Agreement.**

- 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 April 19, 2021 and extend to and include April 30, 2021, and shall continue in effect thereafter until March 31, 2022 unless terminated by either party by 30 days’ notice, in writing, to the other. 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 current vaccine availability for COVID-19. The parties acknowledge that the conditions surrounding COVID-19 are subject to continuous change, and so they agree to meet each month during the Term 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. The Agreement and Appendices contain the entire agreement and understanding among the parties with respect to the temporary modifications made because of the COVID-19 pandemic. The COVID-19 Protocols for SAG-AFTRA Commercial Contract Live Productions are incorporated herein as Appendix A, and the SAG-AFTRA/JPC Health Questionnaire as Appendix B, and neither may be changed except by written agreement among the parties
- 2. Scope:** Applies to all Individuals present on a commercial covered under the 2019 SAG-AFTRA Commercials Contract. The term “Individual” refers to Performers and anyone on set while Performers are not wearing PPE. The term “Producer” shall have the same meaning as it does in the 2019 SAG-AFTRA Commercials Contract. To the extent that there are conflicts between this Agreement and the CBA, this Agreement shall control.

This Agreement, upon execution by the Union and by the JPC, (herein collectively, the “Parties”), will be binding upon JPC authorizers, such companies having authorized the JPC to negotiate and execute this Agreement on their behalf as of the effective date of this Agreement. Upon execution by the Parties, COVID safety calls will no longer be necessary for JPC authorizers.

### **3. Testing:**

#### **Pre-employment:**

As a condition of employment, the Producer shall test Individuals (excluding Individuals who are working exclusively remotely) for COVID-19 within two (2) days prior to the start of their employment using either: (1) one lab-based PCR diagnostic test (*i.e.*, not rapid); or (2) two PCR rapid tests conducted using samples collected at the same time<sup>1</sup>; or (3) if an Individual 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 2 days prior to employment.

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<sup>1</sup> As used throughout this Agreement, “rapid test” means a rapid PCR test.

Because of the short term nature of commercial employment, a Producer may rely upon an acceptable test result (*i.e.*, one lab PCR or two simultaneous rapid PCR tests) performed by a prior Producer to fulfill the pre-employment testing requirement provided that such test(s) has been performed within 3 days of the start of employment for the Individual.

Results must be obtained prior to the start of employment.

Once a conditional job offer is made by Producer and a negative test result is provided to Producer, the Performer is considered employed as of the first scheduled day. If a Performer does not comply with the testing requirements, the Performer shall be cancelled without any payment.

**During term of employment:**

Individuals, shall be tested for COVID-19 and have a negative test within two (2) days prior to commencement of work, and a subsequent test each 2-day period, which may be a rapid PCR test provided that at least one test each week of work must be a lab-based PCR diagnostic test. For one or two day shoots where the last shoot day falls on the 2<sup>nd</sup> 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.

**Overnight Location:** All Individuals traveling to an overnight location for work must be tested within 3 days prior to travel, with the results obtained prior to departure. Upon arrival, Individuals may continue to work for up to 2 days after arrival without an additional post-travel test being administered. Individuals that are scheduled to work, or actually work, beyond 2 days of arrival must receive a post-travel test no sooner than 2 days after arrival but then promptly thereafter. Thereafter, Individuals will be periodically tested as otherwise required by this Agreement.

**Positive COVID-19 Test Result Protocols:** If an Individual tests positive, Producer and Individual agree to follow the procedures outlined in paragraph 12 – Contact Tracing.

Producer 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 Individuals, Producer 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 Individual. Prior to being tested, Individuals may be required to sign consent forms for the test and disclosure of all test results. Producer 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 Producer's liability. The Union agrees to make best efforts to assist the Producer in obtaining such consent forms and proof of previous tests from the Individuals they represent, if necessary.

**Limited Testing Availability:** In the event that availability of COVID-19 diagnostic testing is limited, and Producer is unable to comply with the terms of Paragraph 3 above, Producer may request an adjustment to the testing requirements. The Parties 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, Producer may request an adjustment to the testing requirements. The Parties shall reply as soon as possible but in no event longer than 24 hours of such request. Consent by the Parties to either of these Producer's requests shall not be unreasonably withheld or delayed. If Producer does not receive a reply within the prescribed timeframe of the request, and provided that Producer has contacted the Parties' designees (see below) by both telephone and e-mail, then Producer may go forward with the adjustment they requested.

Producer 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 Individuals on set.

4. **Low Budget Digital Waiver:** The Parties agree that all associated COVID-19 test, mitigation or prevention expenses shall be excluded when calculating Low Budget Digital Waiver project thresholds.
5. **Health Assessment Survey:** Individuals shall complete a health assessment survey prior to the start of each work-day.
6. **Temperature Checks:** All Individuals may be subject to temperature checks at least once per day. Individuals who do not pass temperature check must be given the opportunity to recheck temperature after resting for fifteen (15) minutes. Individuals 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 Individual spends undergoing a temperature check at the entrance to the work site.
7. **Compensation for Testing and Screening:** An Individual who travels outside his/her home to undergo a test on a day in which the Individual does not work for Producer shall receive payment for a one hour fitting<sup>2</sup>. However, no payment is due if the Individual is otherwise paid for the day (*e.g.*, payment of a travel allowance or payment for a travel day).

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

Producer shall be responsible for the cost of all tests and screenings.

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<sup>2</sup> Extras shall only receive a one-hour fitting fee despite language in the Commercials Contract that the extra fitting rate is two hours. In addition, weekend premiums are waived.

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

Applicable for:

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

When an Individual 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.

Individuals shall be compensated at not less than the scale session rate for each day of quarantine, as well as per diem.

If an Individual performs work at the direction of the Producer while in isolation, they shall be paid subject to scale requirements of the Commercials Contract. .

- 8. Personal Protective Equipment (“PPE”):** Producer shall provide all Individuals 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.<sup>3</sup> Individuals 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. Hair and make-up personnel shall wear a face covering in addition to a mask while present when a performer is not wearing PPE. 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. Individuals 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. Individuals that willfully refuse to comply with PPE policies may be terminated, provided that Producer has given such Individual 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, Producer shall adopt a system which implements social distancing, sanitization of high touch areas, and divides Individuals into groups (e.g. “pods”) and includes protocols for where Individuals may go during their workday. The system may also be used to separate Individuals 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 person 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. The COVID-19 Compliance Manager designated on the production shall be identified on the call sheet. The COVID-19 Compliance Manager may pause production or other work activities if he/she identifies a COVID-19 health and safety concern (e.g., issues of non-compliance

<sup>3</sup> Bandanas and gaiters are not appropriate face coverings.

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 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 Union 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.

Producer 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 Individual shall be discharged 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 Individual exposed to a clear and present danger to life or limb relating to COVID-19. The sole existence of COVID-19 without additional risk factors does not in and of itself establish clear and present danger. The foregoing shall not operate to expand or reduce the scope of the No Strike clause in any CBA.

11. **Meals:** For mealtimes, provide adequate tables and seating (outdoors when possible) to allow for social distance.
12. **Contact Tracing:** If anyone on set tests positive for COVID-19, Producer shall follow the CDC, State and local guidelines in effect at the time, with respect to the treatment of the Individuals (*e.g.*, testing, quarantine or self-isolation) who have been exposed to the person who tested positive. The Individual agrees to notify Producer promptly if he/she tests positive for COVID-19 within 14 days from the last day of employment. Producer shall notify anyone who has come in close contact (as defined by the CDC or local government authority, whichever is stricter) with an Individual who tests positive for COVID-19.
13. **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 Commercials Contract.
14. **Enabling Clause:** On a case-by-case basis the Union or the JPC 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 to evaluate the proposed modification. The Union or the JPC, 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 or email confirmed by all affected parties and shall only apply to the specific production.
15. **Conflict of Law:** In the event any of the terms or conditions 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.

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

FOR JPC



Date: 4/19/21

FOR SAG-AFTRA



Date: 4/16/21

RAY W. RODRIGUEZ  
CHIEF CONTRACTS OFFICER

## APPENDIX A

### COVID-19 Protocols for the Resumption of SAG-AFTRA Commercial Contract Live Productions

The health and safety of SAG-AFTRA members and advertiser and advertiser agency personnel is our highest priority. The following are recommended procedures for SAG-AFTRA Commercials Contract live productions on location or in a studio. **These procedures do not create any new legal or contractual obligations.** These procedures are the result of consultation with medical, public health and industry professionals. As our understanding of COVID-19 evolves, these protocols may be updated from time-to-time.

The protocols address six main approaches for protecting individuals while minimizing the potential for exposure to COVID-19: (1) Sanitation; (2) Physical Distancing; (3) Personal Protection; (4) Screening and Surveillance; (5) Minors; and (6) COVID-19 prevention supervision.

#### **1. Sanitation**

- a. Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating and after blowing your nose, coughing or sneezing.
- b. Sanitation stations and hand sanitizer should be visible and readily available in all areas inclusive of sets and stages.
- c. Cover your cough or sneeze with a tissue, then throw the tissue in the trash. If tissue is not available, cough/sneeze into elbow and immediately wash hands or use hand sanitizer.
- d. Use disposable, disinfecting wipes containing U.S. Environmental Protection Agency-approved disinfectant to wipe down commonly used surfaces before each use. These areas include:
  - All common area surfaces that could come in contact with individuals.
  - All restroom facilities.
  - All dressing rooms and rooms designated as schooling areas.
  - All sets and set dressings and on locations (on a case-by-case basis), trailers and honey wagons.
  - Writing instruments used for signing documents.
  - Equipment, props between uses and chairs.
  - All vehicles used to transport performers.
- e. Food items should be individually wrapped provided by Catering and Craft Services. All applicable local health department food-handling regulations must be followed. The performer can purchase food at the studio cafeteria if in operation, or the performer can bring their own. Depending on the social restrictions at the time, breakfast, lunch, and possibly dinner could be served on the set. The performer can return to their vehicle to eat their meal consistent with studio policy regarding eating offsite and reentering the lot. While on location, all

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- breakfast, lunch, and possibly dinner is served at the location. Depending on the circumstances, the performer can return to their vehicle to eat their meal consistent with location shooting policy regarding eating offsite. Under these protocols, meal penalties relating to type of meals (not timing of meals) under Schedule A, Section H and Schedule D, Section 17.F are temporarily suspended.
- f. Hair stylists are to disinfect combs, brushes, and other tools of their craft between uses.
  - g. Make Up artists cannot use sponges, brushes, or applicators interchangeably between performers. Required Make Up should be removed from the main container and placed on a sterile palette that can be cleaned and disinfected between uses.
  - h. Costumes and/or wardrobe should be cleaned and disinfected prior to its next use.

#### **2. Physical Distancing**

- a. All holding areas will be adequate to accommodate six-foot spacing of seating front to back and side to side with adequate ventilation appropriate to the weather.
- b. Physical space between cast and crew members should be a minimum of six feet, except for legitimate pairs (e.g., household members, domestic partners, roommates, those living together for a minimum of 14 days prior to the shoot). Crew members should refrain from being near cast, unless they are part of the Hair, Make Up, Sound, or Wardrobe Departments.
- c. All personnel in trailers (Hair, Make Up, etc.) should be stationed six feet apart.
- d. Consider dividing the lunch hour to avoid a greater number of people in the catering area. Six-foot spacing should be maintained at all times unless impermeable (e.g., plexiglass) barriers can be erected separating individuals. Such barriers should be cleaned after each setting.
- e. Avoid physical contact (e.g., shaking hands, hugs, fist/elbow bumps), except for legitimate pairs (e.g., household members, domestic partners, roommates, those living together for a minimum of 14 days prior to the shoot)..
- f. Remind performers to consider continuing physical distancing outside the production (e.g., refrain from traveling or visiting crowded places, such as restaurants or bars) as much as possible, except for legitimate pairs (e.g., household members, domestic partners, roommates, those living together for a minimum of 14 days prior to the shoot).

#### **3. Personal Protection**

- a. Personal Protective Equipment (“PPE”) consisting of a mask or face shield must be worn by all crew members and Hair, Make Up, Wardrobe, and Sound

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technicians. Hair and Make Up artists should wear both a mask and a face shield when working on performers' hair and/or Make Up in close proximity.

- b. PPE must be worn by performers when not on camera or performing, including during arrival.
- c. No one will be admitted to set without the appropriate PPE. If necessary, additional PPE may be issued during the shoot.

#### **4. Screening and Surveillance**

- a. Stay home if you feel sick. If an onset of symptoms develops while at work, report it immediately to production management.
- b. If instructed, wait in your vehicle or designated area for an assigned individual to check your temperature and ask if you are experiencing any symptoms.
- c. If the temperature screen is within acceptable limits and there are no symptoms, the performer must put on PPE to be admitted to set.
- d. If the temperature screen is greater than acceptable limits, or symptoms are reported, the performer will be directed to return home for self-quarantine and further medical testing until medically cleared to return to work.
- e. Should you observe anyone experiencing symptoms of COVID-19, report it to the appropriate personnel immediately.

#### **5. Minors**

In addition to the above safety measures, the following shall also apply to minor performers:

- b. Only one parent or guardian is permitted when reporting to studio or location; the parent or guardian must follow the procedures listed above for both the parent/guardian and the minor performer.
- c. The minor must always be accompanied by a parent or guardian, no exceptions. The minor and the minor's parent or guardian should only be permitted in the minor's dressing room, restrooms, schooling area, set, and to/from the vehicle.
- d. Limit Make Up and Hair for minor performers, if possible.
- e. Separate schooling areas with mask worn during school and only removed when inside their dressing room, unless on camera.
- f. Minors may only be allowed on set when it is their time to appear on camera, no exceptions.
- g. All scenes involving minors should be scheduled in a way that minimizes their total time on set.
- h. No socializing with other minors at any point during the day, unless strict physical distancing is enforced, regardless of what area of the set, on or off. Recreation time must be solo as much as possible to minimize any unnecessary exposure.

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- i. Lunch should be eaten in the dressing room or schooling area and physical distancing maintained. Any craft service should be delivered to dressing room or schooling area when appropriate.

#### **6. COVID-19 Prevention Supervision**

- b. Every production will have an individual designated as the COVID-19 Compliance Officer or Health Safety Supervisor (CCO/HSS). Although this individual may perform other on-set duties, this individual's primary responsibility will be to ensure that COVID-19 safety protocols are implemented and enforced throughout the production. This individual will be trained in COVID-19 prevention and safety, including relevant health orders and protocols.
- c. The CCO/HSS will report directly to the producer in charge of the production.
- d. All cast and crew will be informed of the identity of the CCO/HSS and advised that they are encouraged to address any COVID-19-related concerns and report any issues directly to the CCO/HSS.
- e. The Producer will provide appropriate training to cast and crew with respect to COVID-19 safety protocols in effect on the particular production/set.

*These protocols are not a perfect fit for every scenario. Additional amendments to these protocols may be needed as COVID-19 conditions change. SAG-AFTRA and the JPC are closely monitoring developments.*

## 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 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 if someone you live with has been lab-confirmed diagnosed with COVID-19 within the last 14 days, you must not report to work.

### SAG-AFTRA/JPC Screening Questionnaire

Date: \_\_\_\_\_

- **Question 1:** What is your first name?  
○ \_\_\_\_\_
- **Question 2:** What is your last name?  
○ \_\_\_\_\_
- **Question 3:** What project are you working on?  
○ \_\_\_\_\_
- **Question 4:** Do you live in the same household with, or have you had close contact with someone who in the past 14 days was diagnosed with COVID-19 or had a test confirming they have the virus?  
*Check One:*  
 Yes  
 No
- **Question 5:** Within the last 10 days have you been diagnosed with COVID-19 or had a test confirming you have the virus?  
*Check One:*  
 Yes  
 No
- **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:*  
 Yes  
 No
- **Question 7:** Have you traveled internationally within the past 14 days (please answer 'Yes' or 'No')? If yes, please list where?  
○ \_\_\_\_\_
- **Question 8:** By checking 'Yes' below I attest that my answers above are accurate to the best of my knowledge.  
 Yes
- **Question 9:** By checking 'Yes' below I affirm I will notify COMPANY if there are any changes to my answers that occur after I complete this form, and before I arrive to the work location.  
 Yes

*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.*