

disclosure of test results. Consent forms shall not include waivers of the Producer's liability. The Unions agree to make best efforts to assist the Producer in obtaining such consent forms, if necessary.

- **PRE-EMPLOYMENT TESTING:** *Prospective employees must be tested for COVID-19*
 - Lab-based PCR diagnostic test (*i.e.*, not a rapid test): The employee may be tested using a lab-based PCR diagnostic test (*i.e.*, not a rapid test) conducted within forty-eight (48) hours prior to the start of employment, except that a test conducted within seventy-two (72) hours shall be acceptable until December 31, 2020, at which time the test must be conducted within forty-eight(48) hours unless the parties agree otherwise; provided, however, Producers shall continue to make good faith efforts to find and transition to lab-based PCR tests with a turnaround time of less than seventy-two hours prior to December 31, 2020. The test result must be obtained prior to the start of employment. The parties agree that a pre-employment test is timely if a prospective employee who is scheduled to start work on a Monday is tested at any time on the immediately preceding Friday.
 - If lab-based PCR diagnostic test results can't be obtained in a timely manner, employees must take the lab-based PCR test as close in time to the start of employment and also take a rapid test within 48 hours of starting work. Both results must be obtained prior to starting work.
 - Alternatively, employees may be tested using (2) Rapid Tests conducted within 48 hours prior to starting work as long as results are obtained prior to the start of work.
 - Exception to Pre-Employment Testing Requirements: If an employee has tested negative by a Producer within 48 hours prior to starting work. If it is a lab-based PR diagnostic test, then it is acceptable within 72 hours. If the test was conducted by a different Producer, documentation must be provided.

- **PERIODIC TESTING:**
 - ZONES OR PODS: Each Producer will adopt a system which divides employees into work groups to minimize contact/interaction between performers and background actors without PPE while performing and the rest of the crew and specifies where each group may go during the course of their workday. This does not apply to employees on animated motion pictures.
 - ZONE A EMPLOYEES: all performers and background actors working on set and all employees who are present in a workspace with a performer or background actor without PPE.
 - Zone A employees working 5+ days per week must be tested at least 3x per week (one test must be a lab-based test).
 - Zone A employees working less than 5 days only need testing once every 72 hours prior to each workday (at least 1 lab-based test).
 - Zone A employees working within 72 hours prior to a negative pre-employment test don't need to be retested as long as *they're not required to come within 6 feet of any other individual at the location where work is to be performed for longer than 15 minutes.*
 - ZONE B EMPLOYEES: must be tested at least 1x per week using a lab-based PCR test or at least 2x per week with rapid tests.

- Zone B consists of employees working on a “hot” set but not where a performer or background actor is not wearing PPE, and employees working in areas where production has a footprint but is not where Zone C or D employees work.
- ZONE C EMPLOYEES: must be tested at least 1x every 2 weeks using a PCR test (Producers to try to stagger these employees so that ½ are tested 1 week and the other ½ are tested the following week) and may use Pool Testing (combining samples from several people and conducting 1 lab test on the combined pool of samples).
 - Zone C consists of employees able to wear PPE at all times and work with others wearing PPE, who are not required to be within 6 feet of others for more than 15 minutes while working, and who do not come into contact with Zone A or B employees, unless both the Zone A or B employee and the “Zone C” employee are wearing PPE at all times and do not come within 6 feet of each other for longer than fifteen (15) minutes; provided, 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 below.
 - Producer shall provide the Union(s) with a list of its “Zone C” employees prior to the start of their employment. If any Union objects to an employee who is a “Zone C” employee, it may contact the Producer to discuss characterizing the employee as a “Zone B” employee.
 - A “Zone C” employee may not go to a “hot” set or other area where Zone A or B employees are present unless he/she has tested negative within 48 hours prior to entry using a PCR test (or within 72 hours until 12/31/20). Alternatively, the “Zone C” employee may undergo 2 rapid tests which must both be negative within 48 hours prior to working.
- ZONE D EMPLOYEES: are not required to undergo periodic testing after pre-employment testing; Zone D consists of Zone C employees employed in 1 of the classifications listed (see p. 8-9 (A)-(L) in the full ‘Return to Work’ MOA)
 - Zone D may not go to a hot set or other areas where Zone A or B employees are present unless he/she has tested negative within 48 hours using a PR test (or 72 hours until 12/31/20), or if Zone D tests negative with 2 rapid tests within 48 hours.
- POSITIVE TEST RESULTS: Producer will follow CDC guidelines when dealing with any employee that tests positive for COVID-19.
 - Positive Test Result Policy: Producer may establish a policy that:
 - Individuals previously diagnosed with symptomatic COVID-19 who remain asymptomatic after recovery need not be tested within 3 months after the initial onset date of symptoms.
 - 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 provider.
 - 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.
- Failure to Obtain Results: Failure to obtain a test result within the requisite period shall not prevent any employee from continuing to work, so long as either the employee has taken a rapid test with a negative result within 24 hours OR 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 7 calendar days yielded negative results.

- **TESTING IN CONNECTION WITH AIR TRAVEL:** If an employee is traveling by air, the employee shall be tested for COVID-19 and obtain the results of the test prior to the flight. Pre-flight testing shall be subject to the same requirements as pre-employment testing, except that an employee who has already been tested in accordance with the periodic testing requirements without interruption need not undergo additional testing before the flight so long as the test was conducted within 48 hours of departure (or 72 hours until 12/31/20).
 - If an employee has already begun periodic testing, they may commence work upon arrival provided that employee continues to undergo periodic testing without interruption.
 - If an employee has not 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:
 - (1) An employee who undergoes a pre-flight test within 48 hours of departure time and obtains test results prior to departure may work upon arrival at the final destination during the 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 48 hours after arrival, the Producer may test the employee after the flight, but within 48 hours prior to the start of work (the “post-flight test”). Employees may start work receiving a negative test result if the first periodic test is conducted within 48 hours of the post-flight test.

- **LIMITED TESTING AVAILABILITY:** If testing is limited or delayed, the Producer and the Unions shall discuss the possibility of appropriate adjustments in the testing requirements.
 - **Testing Limited by Law:** When production is in a jurisdiction that limits or prohibits COVID-19 testing (including a jurisdiction that prioritizes who may be tested) or an employee is flying from or to such a jurisdiction, the Producer shall comply with the foregoing testing requirements to the extent permissible by law. In the event that such circumstances arise, the Producer shall contact the Unions to notify them and the parties shall discuss the possibility of appropriate adjustments of the testing requirements.
 - **Testing in Jurisdictions with a Low or High Rate of Infection:** The testing requirements do not apply to work in a jurisdiction with a low or high rate of COVID-19 infection. The parties shall discuss changes to the testing protocols in this Agreement for such jurisdictions. Employees traveling by air to a location with a low rate of infection from a location that does not have a low rate of infection shall be tested according to Air Travel & Pre-Flight Test requirements above and quarantined pursuant to the requirements of the governmental authority in the jurisdiction, if any.

- **HEALTH ASSESMENT SURVEY:** is required to be completed prior to the start of work each day. Producer may require the employee to submit the survey electronically (e.g. cell phone) or in person.

- **TEMPERATURE CHECKS:** Employees may be subject to temperature checks at least 1x per day.
 - Employees who do not pass the temperature check will not be permitted on the premises, provided an employee at the work site may rest and cool off for 15 minutes or advised to return to the checkpoint after 15 minutes before being checked again. If an employee does not pass again, they will be denied entry to the premises and directed to

contact his/her healthcare provider. No payment is due for time that an employee spends undergoing a temperature check at the entrance to the work site.

- Employees denied entry due to a failed temperature check will be paid pursuant to any sick leave provisions of the applicable collective bargaining agreement or an applicable statute, if any, and once exhausted, pursuant to the temporary COVID-19 paid sick leave policy in this Agreement.
- **COMPENSATION FOR TIME SPENT SCREENING:**
 - An employee other than a background actor who travels outside his/her home to undergo a test on a day in which the employee does not work for the Producer shall receive a stipend (no fringes) of \$250.00 (\$250.00 CAD, if applicable). 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 a Producer elects to require the employee to complete start paperwork on a day when the employee does not work.
 - If an employee takes a test at home on a day they do not work for the Producer, they shall receive a stipend of \$20.00 (\$20.00 CAD, if applicable). No stipend is due if the employee is otherwise paid for the day (e.g., payment of a travel allowance to a performer or payment for a travel day to a member of the crew).
 - An employee who is required to self-administer a temperature check or fill out a Health Assessment Survey prior to reporting to work on a day in which such employee also does work for the Producer, shall be paid an additional 1/10 of an hour. Once the employee's engagement has commenced, if the Producer instructs the employee not to report to work based on the results of the temperature check and/or Health Assessment Survey, the employee will receive paid sick leave for that day pursuant to any sick leave provisions of the applicable CBA or applicable statute, if any, and once exhausted, pursuant to the temporary COVID-19 paid sick leave policy in this Agreement. Paid sick leave shall include the 1/10th hour of pay.
 - Exceptions: The foregoing does not apply to "on-call" employees, series contract performers, performers employed under Schedule F and stunt coordinators employed under Schedule K-III. In no event shall time spent undergoing health screening procedures prior to reporting to work affect the employee's start time, meal-times, rest periods or overtime.
 - Any time that an employee spends undergoing health screening procedures after reporting to work shall be considered work time.
- **DAILY HIRES:** The parties shall discuss the feasibility of a system to address the employment of daily hires who have satisfied the Producer's COVID-19 training, testing and screening requirements and who can be called to work on short notice.

3. TEMPORARY COVID-19 PAID SICK LEAVE:

- An employee shall receive temporary COVID-19 paid sick leave for each day that the employee 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 end of the employee's guaranteed employment period, provided that, for purposes of determining temporary COVID-19 paid sick leave, this period shall include the number of days that it was reasonably anticipated that the employee would work.
 - Up to ten 10 days of temporary COVID-19 paid sick leave per Producer, which may cover one or more Eligible COVID-19 Events.

- **NO ACCRUAL PERIOD:** Temporary COVID-19 paid sick leave shall be immediately available.
- **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 (other than a quarantine).
 - 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.
- **AMOUNT OF PAY:** Paid sick leave to be paid as below based on the employee's contracted rate, but in no event more than \$750.00 (\$750.00 CAD, if applicable) per day and \$7,500.00 (\$7,500.00 CAD, if applicable) in the aggregate. An employee who is paid his/her full regular salary or guarantee for a period that includes absence due to an Eligible COVID-19 Event shall not receive temporary COVID-19 paid sick leave in addition to his/her salary or guarantee.
 - **IATSE/Teamsters/Basic Crafts**
 - Daily employees – payment for a minimum call.
 - Hourly employees without a minimum call – payment for 8 hours.
 - Weekly employees – 1/5 of weekly/on-call rate.
 - Employees whose rates are subject to individual negotiation under the CBA – *pro rata* daily rate.
 - *Fringe benefits:* Subject only to health/welfare contributions, pension contributions and IAP/annuity contributions, if applicable. Such payments shall not be subject to vacation or unworked holiday payments, nor any other fringe benefit contributions.
- **VERIFICATION:** Producer may require the employee to submit verification (e.g., a doctor's note) of the Eligible COVID-19 Event in order to receive more than 3 days of temporary COVID-19 paid sick leave.
- **UNUSED COVID-19 SICK LEAVE:** Employees are not entitled to payment for any unused temporary COVID-19 sick leave under this Agreement.
 - Paid sick days under this temporary COVID-19 sick leave provision shall not be considered workdays for any purpose under the applicable CBA.
- **PRIOR NOTICE OF LAYOFF:** Any requirements for prior notice of layoff (or pay in lieu of) in a CBA shall be suspended in the event that an employee is receiving payment pursuant to the temporary COVID-19 paid sick leave policy.
- **REINSTATEMENT:** An employee absent due to an Eligible COVID-19 event will be reinstated to her/his original position if:

- (a) position continues to exist AND
 - (b) absence was due to the employee's own COVID-19 status or status of someone in their household or with whom employee had come into close contact; however, for continuity purposes, a Producer is not required to reinstate an employee on an episodic series or serial until work on the current episode has been completed. If employee is absent for 14 consecutive calendar days, the parties will discuss on a case-by-case basis, upon the request of the Producer, issues related to the individual's reinstatement.
- **DISTANT LOCATION**: If an employee has an Eligible COVID-19 event while on distant location and is unable to return home, the Producer shall provide the employee with lodging and per diem while on distant location, in addition to temporary COVID-19 paid sick leave.
 - To the extent that an employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, the law of the jurisdiction shall apply in lieu of the provisions herein.
- **WRITTEN WAIVER**: The Union shall waive COVID-19-related sick leave laws to the extent that such laws permit a waiver in a CBA. The AMPTP and each of the Unions shall execute a letter of agreement providing such waivers.
 - The payments in this temporary COVID-19 paid sick leave policy shall be available to employees in addition to any other leave the employees would receive under any applicable CBA. In the event an employee has an Eligible COVID-19 Event, the employee must use the temporary COVID-19 paid sick leave before any other leave available under the applicable CBA.
 - The provisions of this temporary COVID-19 paid sick leave policy shall be in effect until the expiration of this Agreement.
- **PAYMENT FOR REQUIRED ISOLATION OR SELF-QUARENTINE (Other than for an Eligible COVID-19 Event)**
 - Applies after an employee has been engaged and the employee is required to isolate or self-quarantine at Producer's request (other than for an Eligible COVID-19 Event) and/or because the law of the jurisdiction where production is taking place requires travelers from outside the jurisdiction to self-quarantine IF: prior to the commencement of an employee's work on a production OR when an employee who has already commenced work travels to a production location where applicable law requires travelers from outside the jurisdiction to self-quarantine.
 - Employees shall be paid for time spent in isolation or self-quarantine as set forth below, based on scale for the employee's job classification/applicable minimum.
 - IATSE/Teamsters/Basic Crafts
 - (A) For each of the first 5 days out of each 7 consecutive day period of isolation or self-quarantine:
 - Daily employees – payment for a minimum call.
 - Hourly employee's w/o minimum call – payment for 8 hours.
 - Weekly employees – 1/5 of the distant location weekly/on-call rate.
 - Employees whose rates are subject to individual negotiation under the CBA – *pro rata* daily rate.
 - (B) For each of the final 2 days out of each 7 consecutive day period in of isolation or self-quarantine:
 - Daily and weekly (other than "on-call") employees; hourly employees without a minimum call – 4 hours of pay, plus pension and health/welfare contributions for 8 hours.

- “On-Call” Employees – 1/12 of the weekly/on-call rate, plus pension and health/welfare contributions for 7 hours on the 6th day out of each seven (7) consecutive day period, or 8 hours on the 7th day out of each 7 consecutive day period.
- Employees whose rates are subject to individual negotiation under the CBA – ½ of the *pro rata* daily rate, plus applicable pension and health/welfare contributions and contributions.
- If the applicable CBA provides for a daily contribution rate, contributions shall be made at the daily rate for each of the 6th and 7th days out of each 7 consecutive day period. If the applicable CBA provides for a percentage contribution rate, contributions shall be calculated on the payment set forth above.
 - *Fringe benefits*: Such payments shall be subject only to health/welfare contributions, pension contributions and IAP/annuity contributions, if applicable. Such payments shall not be subject to vacation or unworked holiday payments, nor any other fringe benefit contributions.
- If an employee performs work at the direction of the Producer while in isolation or self-quarantine, he/she shall instead be paid pursuant to his/her contract of employment for any day on which the employee performs such work.

4. COVID-19 COMPLIANCE & ENFORCEMENT:

- **COVID-19 COMPLIANCE SUPERVISOR:** The Producer shall designate a Supervisor responsible for COVID-19 safety compliance and enforcement on each production who may be assigned on (1) or more productions. At the Producer’s discretion, more than 1 Supervisor may be engaged and will be identified on the call sheet. A Producer which owns a studio facility shall designate a Supervisor with respect to facility maintenance work and studio departmental operations. The Producer shall designate a Supervisor to be responsible at the Producer’s premises where employees are employed on animated motion pictures. The COVID-19 Supervisor shall be accessible at all times during working hours and all personnel shall have access to such Supervisor.
 - On live action productions, the Supervisor or a member of the COVID-19 compliance team who has undergone sufficient training and has the authority to enforce the safety protocols in this Agreement, shall be physically present on the production(s) from general crew call and continuing until camera wrap. With respect to animated productions, the Supervisor or COVID-19 compliance member shall be physically present on the Producer’s premises during regular business hours, including ‘roaming’ various locations, depending on where his/her physical presence is most needed.
 - The Parties agree that the Supervisor or COVID-19 compliance member can adequately monitor and enforce protocols without a constant physical presence on certain productions (*e.g.*, quiz and game shows, talk shows, etc.) or when activity on the production is limited (*e.g.*, second unit work, green screen work, etc.) In those situations, the extent of physical presence of a Supervisor or COVID-19 compliance member shall be reserved to the good faith judgment of the Supervisor.
 - Producer shall ensure that the Supervisor has access to medical professionals and experts who can address any questions that may arise regarding health and safety.
 - Supervisor shall identify and report any COVID-19 health and safety concerns to the Producer’s safety department or to an individual designated at the start of production to

- receive those reports. The Supervisor shall work with the appropriate party to address the concern.
- The COVID-19 Supervisor may pause production or other work activities if he/she identifies a COVID-19 health and safety concern, to advise the appropriate party and resolve the concern. The Supervisor shall also have the ability to effectively recommend discipline or termination for violations of COVID-19 health and safety protocols.
 - **COMPLAINTS:** The COVID-19 Compliance Supervisor or his/her designee shall provide training to the UPM, First AD/Key Stage Manager and other department heads, so that they can assist in the execution of the Supervisor's directives. If an individual believes there's been a violation of the Producer's COVID-19 health and safety protocols, he/she should report the matter to his/her supervisor, who shall elevate the matter to the COVID-19 Compliance Supervisor. Individuals may also report any concerns to the Producer's safety hotline or, if there is none, the individual designated at the start of the production to receive those reports. 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 COVID-19.
 - **ADDITIONAL STAFF:** Producer shall hire additional staff as it deems necessary to work under the COVID-19 Compliance Supervisor's supervision and assist in carrying out his/her duties.
 - A Producer may elect to hire an employee from a classification represented by the IATSE, Teamsters or Basic Crafts Unions 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. 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 Producer's discretion. It is understood that employees who are part of the regular complement of crew may perform duties related to COVID-19 compliance and enforcement that are incidental to the employee's bargaining unit work. The Unions agree that the assignment of COVID-19 compliance and enforcement duties to members of their respective bargaining units is on a non-exclusive basis and without any requirement for additional minimum compensation, and that the Producers' practices in so assigning such duties shall not create exclusive jurisdiction or binding practice to assign any portion of such work to employees represented by any Union.
 - The COVID-19 Compliance Supervisor may make recommendations to the Producer regarding the level of staffing required within his/her office in order to effectively enforce COVID-19 health and safety protocols and shall also make recommendations regarding the selection of staff who will be under his/her direct supervision.
 - The COVID-19 Supervisor or his/her designee will provide instruction to employees on COVID-19-related protocols as needed.
 - The Producer may comply with its obligations under this provision by hiring the COVID-19 Compliance Supervisor and any other members of the COVID-19 compliance team directly or by contracting with a third party to supply such personnel.

5. TRAINING:

- **COVID-19 HEALTH AND SAFETY PROTOCOL TRAINING:** Contract Services Administration Trust Fund (“CSATF”) shall develop a COVID-19 health and safety protocol training (the “COVID-19 Training”) for all employees in consultation with the Industry-wide Joint Labor-Management Safety Committee, consistent with the usual process for developing safety training programs.
 - Successful completion of such training shall be a condition of employment for all employees. An employee employed in a classification for which a roster or Qualification List exists must complete such COVID-19 Training no later than 60 days following the execution of this Agreement as a requirement for continued placement on the roster or Qualification List.
 - The COVID-19 Training shall be updated from time to time as necessary. Any updates may be distributed to those who have already taken the COVID-19 Training via bulletins or briefings at daily safety meetings.
 - Prior to the development of the COVID-19 Training, employees shall be required to undergo COVID-19 health and safety protocol training developed by each Producer before commencing work.
- **COMPENSATION FOR TIME SPENT TRAINING:** Each employee who takes the COVID-19 Training shall be paid a stipend 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.

6. PERSONAL PROTECTIVE EQUIPMENT:

- **FACE COVERINGS** provided by Producers to be worn at all times on the job site, except when eating, drinking, or when their job duties prevent them from doing so.
- **FACE SHIELDS AND GOOGLES:** Employees working in close contact (within six feet of another individual for 15+ minutes) shall be provided with a face shield in addition to a face covering and may also be provided with goggles.
- **DISPOSABLE/REUSEABLE:** The face coverings, face shields and/or goggles provided may be disposable or reusable. If reusable, it may only be reused by the same individual, unless sanitized between users.
- **PERSONAL FACE COVERINGS:** 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.

7. MEALS:

- **MEALS & PACKAGING:** Meals will be served in individually packaged or wrapped portions. Communal “buffet style” food service will not be permitted. Compliance satisfies any obligations under the CBAs to provide a meal to employees. Producer shall not be required to provide employees with a hot meal.

8. ELECTRONIC RECEIPT OF DOCUMENTS:

- To the extent the Producer implements electronic documents in lieu of paper, employees shall accept e-delivery of and provide e-signatures for: start paperwork; time cards; deal memos; direct deposit of payroll (where Union consent to direct deposit is not permissible, Producers shall be permitted to mail checks).

- If an employee does not possess or have access to technology which permits receipt and transmission of electronic documents, the Producer will either provide the employee with a hard copy of the document or make other arrangements for the employee to receive and sign electronic documents.
- Producer agrees to meet with each of the Unions during the term of this Agreement to discuss measures for ensuring the proper protection of personal information contained in the foregoing documents and other related privacy concerns.

9. CONTRACT TRACING:

- While employees are on a job site, Producers may require that they participate in systems that enable contact tracing (e.g., phone “apps” or wearable electronic devices that track the movement or location of a person or detect when a person comes into close contact with another person wearing the device). Producers may require employees to sign documentation consenting to the use of such electronic devices in contact tracing. Producers using electronic devices for contact tracing may access information collected from those devices only for purposes of tracing individuals that the employee has been in contact with during working hours when there has been a COVID- 19-related event, or for purposes of managing and enforcing social distancing protocols.

10. WORK FROM HOME:

- For employees required by Producer to work remotely from home:
 - If an employee does not have the equipment necessary to work remotely from home and the Producer does not provide such equipment, the employee shall submit a request to the Producer for purchase of the necessary equipment. Producer shall reimburse the employee for any pre-approved purchases after the employee submits receipts or other appropriate proof of purchase.
 - Producer shall provide an employee with any technology training that it determines is necessary in order for the employee to work remotely from home.
 - Producer shall reimburse any necessary and reasonable costs that an employee incurs as a direct consequence of working remotely from home, provided that the Producer has approved such expenses in advance and the employee submits appropriate proof of the expense.

11. CONSENT TO PRODUCERS’ COVID-19 POLICIES AND PROCEDURES:

- To the extent Producers’ policies or procedures conflict with the provisions of this Agreement, this Agreement shall prevail as it relates to employees covered by this Agreement.
- The Producer may require employees to acknowledge receipt of the Producer’s COVID-19 policies and procedures and to adhere to such policies and procedures.
- Union representatives agree to cooperate and comply with all Producer policies and procedures with respect to testing and other health screening procedures for Zone A or Zone B employees, as applicable. The Union shall be responsible for ensuring that any representatives exercising their right to visit the workplace are in compliance with testing requirements prior to visiting the workplace.
- Each Producer shall provide the Union with a copy of its COVID-19 policies and procedures.

12. ALL BUDGET THRESHOLDS EXCLUDES COVID-19 RELATED EXPENSES:

- Under certain provisions of the CBAs, terms and conditions of employment are linked to the budget of a program. The parties have discussed the increased costs that productions will incur to implement various health and safety protocols related to the COVID-19 pandemic. Because those unprecedented costs are additive to the standard production costs, the parties agree that the following costs shall be excluded from consideration of whether a program falls within a given

budget tier: health screening, PPE, salaries of COVID-19 compliance monitor(s) performing only COVID-19-related duties, COVID-19-related cleaning costs in excess of ordinary or usual cleaning costs, portable hand washing stations (unless they would have been necessary in the absence of COVID-19), additional bathroom units, costs of lodging and per diem for employees who are required to isolate or self-quarantine and payments made to employees during any self-isolation or quarantine (other than those due to an "Eligible COVID-19 Event").

13. CONFLICT OF LAW:

- In the event that any of the terms or conditions of this Agreement are contrary to or unenforceable by reason of any law or governmental decision, ruling or regulation, such terms or conditions shall be deemed to be severed from this Agreement, and the illegality or unenforceability thereof shall not in any manner affect or impair any other terms or conditions of this Agreement.

*** This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract Document. ***