

RETURN TO WORK AGREEMENT - PART II (U.S. & Canada)
Summary of Changes from Original Return to Work Agreement
(RTW § and Page # reference July 19, 2021 RTW Agreement)

SUBJECT	RTW §	PAGE #	Original RTW Agreement	July 19, 2021 RTW Agreement
<i>Term and Scope</i>	1	45	September 21, 2020 - July 18, 2021	<p>July 19, 2021 - September 30, 2021</p> <p>Part II applies to work performed within the U.S. and Canada so long as the "Escalation Triggers" have not been met in the metropolitan area/province where production takes place. Once the "Escalation Triggers" are met, apply the provisions of Part I until the "De-Escalation Triggers" are met. (See "Triggers" below for further detail.)</p> <p>NOTE: As of July 19, 2021, Part I applies to work in the Los Angeles metropolitan area. Part II will not apply unless the "De-Escalation Triggers" are met.</p>
<i>Triggers</i>	1.e.	47	N/A	<p>"Escalation Triggers": IF</p> <ul style="list-style-type: none"> - Rt is 1.1 or higher for 7 consecutive days in the metropolitan area/province; AND - new daily cases based on a 7-day average are 10 or more per 100,000 for 7 consecutive days (starting from the first day Rt was 1.1. or higher) <p>THEN must reinstate PPE and social distancing within 24 hours, and implement the remainder of the provisions of Part I (<i>e.g.</i> , increased testing, limits on vehicle capacity), as soon as practicable, but no later than 7 days after the end of the 7-consecutive day period when both parts of the test are met.</p> <p>"De-Escalation Triggers": IF</p> <ul style="list-style-type: none"> - Rt falls below 1.1 for 7 consecutive days in the metropolitan area/province; AND - new daily cases based on a 7-day average are less than 10 per 100,000 for 7 consecutive days (starting from the first day that Rt fell below 1.1) <p>THEN may revert back to provisions of Part II (<i>e.g.</i> , reduced testing, relaxation of PPE and social distancing for fully vaccinated individuals, vehicles at full capacity).</p>

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Mandatory Vaccination	2.a.	48	N/A	<p>A production can implement a mandatory vaccination policy for the following (subject to reasonable accommodations for those with a disability/sincerely held religious belief that prevents vaccination):</p> <ul style="list-style-type: none"> - Zone A employees - Studio Teachers and anyone else who comes into close contact with minors <p>- <i>Notes:</i></p> <ul style="list-style-type: none"> - Must notify applicable Union(s) prior to implementation. - Individuals have until July 26, 2021 to make an appointment and receive a first dose of vaccine, and until September 6, 2021 to become fully vaccinated. - Drivers of cast and "cast drivers" in Zone A - the Director of the Motion Picture Division of the Teamsters and the Secretary-Treasurer of Teamsters Local #399 have pledged to use best efforts to ensure that fully vaccinated drivers are made available for these positions. <p>Producers can contact the applicable Union(s) to discuss a mandatory vaccination policy for:</p> <ul style="list-style-type: none"> - Back lot employees - Employees represented by Local #700 - Script Coordinators and Writers' Room Assistants (Local #871)
Definition of "Fully Vaccinated"	2.b.i.	49	N/A	14 days after the second dose of Pfizer/Moderna, or 14 days after a single dose of Johnson & Johnson. Only vaccines approved/authorized by the FDA count for being "fully vaccinated."

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<i>Inquiring About Vaccination Status</i>	2.b.ii.	49-50	N/A	<p>Prospective Employees</p> <ul style="list-style-type: none"> - When the job offer is for a position that is subject to a mandatory vaccination policy: Before making an offer of employment, can only ask a "yes/no" question as to whether the individual is vaccinated/subject to an exception for disability or religious belief. Offers to those who answer "yes" are subject to proof of vaccination/being able to find a reasonable accommodation for the disability or religious belief. - When the job offer is for a position that is NOT subject to a mandatory vaccination policy: Cannot ask about vaccination status until after an offer of employment is made. Can ask about vaccination status after an offer but prior to the start of employment, so long as the offer isn't contingent on vaccination status. <p>Current Employees: Can require disclosure of vaccination status.</p>
<i>Verifying Vaccination Status</i>	2.b.iii.	50	N/A	<p>Must provide one of the following:</p> <ul style="list-style-type: none"> - digital vaccination card - proof of vaccination on a government "passport" system (e.g., Excelsior Pass) - proof of vaccination maintained on a system administered by the vaccine provider - proof of vaccination on a system that verifies against government records - a physical vaccination card or a hard copy/upload of a physical vaccination card
<i>System for Identifying Vaccination Status</i>		50	N/A	<p>Must establish a system that clearly and visibly identifies which employees can work under protocols for fully vaccinated individuals.</p>

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Pre-Employment Testing	3.a.ii.	53-54	<p>All Zones: Lab-based PCR required 48 hours prior to the start of employment; if results are not returned before the start of employment, employee can start work so long as he/she undergoes a rapid test with a negative result before starting work.</p> <p>Exception to 48-hour rule: Employees starting on a Monday can be tested at any time on the preceding Friday.</p>	<p><i>Pre-employment testing no longer required for Zone D.</i> For Zones A, B and C, must still administer a lab-based PCR 48 hours prior to the start of employment, but if results are not returned before the start of employment, can administer a rapid test <i>OR an antigen test</i> .</p> <p>Exception to 48-hour rule: <i>New exception for employees starting after a three-day holiday weekend.</i> Can test at any time on Thursday for work starting on a Monday (when Friday is the holiday), or at any time on Friday for work starting on a Tuesday (when Monday is the holiday).</p>
Periodic Testing - Zone A	3.a.iii.(1)(A) 3.a.iii.(2)(A)	55-56	<p>Employees who work 5 days/week: Test 3X per week; at least one test must be a lab-based PCR and the other two can be rapid tests.</p> <p>Employees who work fewer than 5 days/week: Test at least once within the 72 hours prior to each day of work. At least one test per week must be a lab-based PCR; any others can be rapid tests.</p> <p>No periodic testing required if: - employee starts and finishes working within 72 hours of pre-employment test; or - voiceover/ADR/looping session when performer is alone in a space and not required to come within 6 feet of anyone for longer than 15 minutes.</p>	<p><u>Fully Vaccinated</u> - <i>Test once per week with a lab-based PCR (not pool tested).</i></p> <p><u>Not Fully Vaccinated</u> - Employees who work 5 days/week: Same frequency as old rules, except that at least one test must be a lab-based PCR that is NOT pool tested and <i>the other two can be any combination of pool tested lab-based PCR tests, rapid tests or antigen tests</i> .</p> <p>- Employees who work fewer than 5 days/week: Same frequency as old rules, but any second test required in a week can be a rapid test <i>OR an antigen test</i> .</p> <p>Same exceptions for when periodic testing is not required.</p>

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Periodic Testing - Zone B	3.a.iii.(1)(B) 3.a.iii.(2)(B)	55, 56	Test once per week using a lab-based PCR or twice per week using rapid tests.	<p>Fully Vaccinated - Test <i>once every 2 weeks</i> using a lab-based PCR; <i>stagger testing so that half of Zone B is tested in one week and the other half is testing the following week.</i></p> <p>Not Fully Vaccinated - Same as old rules.</p> <p>NOTE: Definition of Zone B was modified so that Zone B employees don't turn into Zone A employees when they work around fully vaccinated performers/background actors who do not need to wear masks under the new protocols.</p>
Periodic Testing - Zone C	3.a.iii.(1)(C) 3.a.iii.(2)(C)	55, 56-57	<p>Test once every two weeks using a lab-based PCR; stagger testing so that half of Zone C is tested in one week and the other half is tested the following week. Pool testing allowed.</p> <p>Must also test using a lab-based PCR test or rapid test within 48 hours of entering "hot set" or anywhere Zone A or Zone B employees work.</p>	<p>Fully Vaccinated: <i>No periodic testing required; no test required before entering a "hot set" or anywhere Zone A or Zone B employees work.</i></p> <p>Not Fully Vaccinated: Same as old rules.</p> <p>NOTE: Zone C definition was modified to remove references to wearing PPE at all times while working. Zone C now simply means anyone who does not come into contact with Zone A or Zone B employees for longer than 15 minutes during the course of their work.</p>
Periodic Testing - Zone D	3.a.iii.(1)(C) 3.a.iii.(2)(D)	55, 57	No periodic testing required. Must test using a lab-based PCR test or rapid test within 48 hours of entering a "hot set" or anywhere Zone A or Zone B employees work.	<p>Fully Vaccinated: <i>No periodic testing required; no test required before entering a "hot set" or anywhere Zone A or Zone B employees work.</i></p> <p>Not Fully Vaccinated: Same as old rules.</p>

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<i>Periodic Testing - Pool Testing</i>	3.a.iii.(3)	57	Only allowed in Zone C; number of samples in the pool as per then-current FDA authorization for pool testing.	Allows for testing of Zone A and Zone C employees who are not fully vaccinated as outlined above (see Periodic Testing - Zone A and Periodic Testing - Zone C). Must comply with then-current FDA authorization for pool testing, but pool cannot contain more than 8 samples. If a pool tests positive, the entire pool is presumed positive until each specimen is individually retested. (Must collect enough sample for the initial pool test so that a second PCR test can be conducted without collecting another sample.)
<i>Treatment in the Event of a Positive Periodic Test</i>	3.a.iii.(4)	57	NO CHANGES FROM EXISTING AGREEMENT	
<i>Employees Previously Diagnosed With COVID-19</i>	3.a.iii.(5)	58	NO CHANGES FROM EXISTING AGREEMENT	
<i>Untimely Periodic Test Results</i>	3.a.iii.(6)	58	NO CHANGES FROM EXISTING AGREEMENT	
<i>Testing in Connection with Air Travel</i>	3.a.iv. 3.a.ii.(2)	58, 54	Employees who have not yet begun periodic testing must be tested before a flight according to the pre-employment testing rules and must also undergo testing after arrival at the destination within certain time frames prior to starting work. Employees who are already in periodic testing do not need additional tests so long as they undergo a periodic test within the 48 hours prior to departure and continue their regular periodic testing cadence without interruption after arrival.	Travel within the US/Canada: Only requirements are to test in accordance with any laws or regulations of the jurisdiction of origin and destination, as well as any applicable rules of the airline(s). If the pre-employment test is conducted after arrival at the destination (or results are not obtained until after arrival) and the test is positive, the individual will be considered "employed" under the applicable CBA as of the date of travel (or earlier, if the individual's personal services agreement provides for an earlier date of employment). Travel to/from a location outside the US/Canada: Test prior to departure according to any applicable rules of the airline(s), but in no event earlier than 72 hours before the flight.

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Types of Tests and Consent to Testing	3.a.v.	58-59	Cannot use antibody tests or antigen tests.	Can use antigen tests as specified in the agreement, but can only use brands that are mutually agreed upon by the parties (Sienna Clarity by Salofa Oy, CareStart by Access Bio and BinaxNow by Abbott Diagnostics). If an antigen test result is positive, the Producer must either: - immediately retest with a lab-based PCR. The results of the lab-based PCR control; OR - immediately retest with another antigen. If the second antigen is also positive, the individual should be considered to have tested positive. If the second antigen is negative, must retest with a lab-based PCR. The results of the lab-based PCR control.
Limited Testing Availability	N/A	N/A	Producer and Unions will discuss adjustments to testing requirements when testing availability is limited or when there are known delays in processing tests.	This provision has been deleted from Part II.
Testing Limited by Law	3.a.vi.	59	NO CHANGES FROM EXISTING AGREEMENT	
Testing in Jurisdictions with a Low or High Rate of Infection	3.a.vii.	59-60	No changes from existing agreement, but see "Triggers" above regarding requirement to apply the testing provisions in Part I when certain triggers are met in the metropolitan area/province where work takes place.	
System for Testing Daily Hires	N/A	N/A	Parties will discuss the feasibility of a system to address daily hires who have satisfied a Producer's testing, training and screening requirements and who can be called to work on short notice.	This provision has been deleted from Part II.
Notice to Unions of Positive Test	3.e.	62	NO CHANGES FROM EXISTING AGREEMENT	

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Health Screening - Health Assessment Survey	3.b.	60	Employees must complete a health assessment survey prior to the start of work each day.	Producer may choose whether or not it wants employees to complete a health assessment survey prior to the start of work each day.
Health Screening - Temperature Check	3.c.	60	No changes from existing agreement; language modified to clarify that Producer may choose whether to require temperature checks.	
Health Screening - Compensation	3.d.	60-61	Only change from existing agreement is that there is no requirement to pay a testing stipend to an individual who is hired after undergoing a pre-employment test and fails to report to work.	
Work Groups to Limit Contact and Movement (a.k.a. "Zones" or "Pods")	4	62-63	No major substantive change; language has been modified to reference systems to minimize contact between crew and performers/background actors who are not required to wear PPE while performing their duties, in addition to performers/background actors who cannot wear PPE while performing their duties.	
COVID-19 Compliance and Enforcement	5	63-66	NO CHANGES FROM EXISTING AGREEMENT	
Training	6	66	<p>All employees required to take the "C19" industry-wide course.</p> <p>Completion of the "C19" course is required for initial and continued placement on the Roster or Qualification List.</p> <p>Employees to be paid a stipend of \$20/hour for attending training outside of employment if training is not already covered by payment of the \$250 stipend for pre-employment testing.</p>	<p>Producers may require employees to take either the "C19" course or their own COVID-19 training course that covers substantially similar material.</p> <p>Time spent attending a Producer-specific training course will be treated and paid as work time. \$20/hour stipend is payable when the Producer directs the employee to attend "C19" training outside of employment (if training is not already covered by the \$250 pre-employment testing stipend) or when the employee takes "C19" training for purposes of Roster/Qualification List placement.</p>

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PPE				
<i>Face Coverings</i>	7.a.	66-67	All employees must wear masks at all times except when eating, drinking, or when their job duties prevent them from doing so.	Employees who are not fully vaccinated must continue to wear masks at all times as per the old rules. <i>Employees who are fully vaccinated</i> must wear a mask at all times while riding in a vehicle with others, but <i>do not need to wear masks outdoors or when working in an indoor space that uses air filters that are rated MERV-13 or higher or which implements CDC recommendations for air filtration in buildings and the Producer makes best efforts to maximize airflow.</i>
<i>Provision of Face Shields/Goggles</i>	7.b.	67	Producers must provide all employees who work in close contact with others with a face shield (in addition to a mask). Producer may also provide such employees with goggles.	Producers only need to provide employees working in close contact with others with a face shield if the employee requests a face shield. Producer must provide goggles upon request of the employee.
<i>Temporary COVID-19 Paid Sick Leave</i>	8	67-73	NO CHANGES FROM EXISTING AGREEMENT	
<i>Payment for Required Isolation/Self-Quarantine</i>	9	73-77	Only one change: If an employee must quarantine under the law of a jurisdiction that requires travelers who are not fully vaccinated to quarantine (but exempts fully vaccinated travelers from quarantine), payment for time spent in quarantine is the minimum required by applicable law. All other provisions in this section are the same.	
<i>Meals</i>	10	77	Meals and snacks are required to be served in individually packaged or wrapped portions, and communal "buffet" food service is prohibited.	No requirement to serve meals and snacks in individually packaged or wrapped portions. Self-serve "buffet style" service permitted for employees who are fully vaccinated, but not for those who are not fully vaccinated. Must provide adequate space so that employees who are not fully vaccinated can maintain at least 6 feet of distance during meal periods.
<i>Electronic Receipt of Documents</i>	11	78	Only change from existing agreement is to eliminate the requirement for Producer to meet with each of the Unions during the term of the Agreement to discuss measures for ensuring protection of personal information and other related privacy concerns.	
<i>Contact Tracing</i>	12	78	NO CHANGES FROM EXISTING AGREEMENT	
<i>Consent to Producers' Policies and Procedures</i>	13	78	NO CHANGES FROM EXISTING AGREEMENT	

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Exclusion of COVID-19 Expenses from Budget	14	79	Only change from existing agreement is that Producers may now also exclude costs associated with employer-provided vaccinations when determining whether the production has met a budget threshold.	
Work From Home	15	79	NO CHANGES FROM EXISTING AGREEMENT	
Transportation	16	79-80	As per Exhibit A, cast and crew shall maintain at least 6 feet of distance from the driver and other passengers.	Transportation provided by the Producer may operate at full capacity, except when vehicles contain passengers who are not wearing a face mask (e.g., a cast member wearing make-up); passengers must observe physical distancing.
Dispute Resolution/Grievance and Arbitration	17	80	NO CHANGES FROM EXISTING AGREEMENT	
Conflict of Law	18	80	NO CHANGES FROM EXISTING AGREEMENT	
White Paper (Exhibit A)	19	80	See attached summary of changes to Exhibit A.	
DGA Items				
<i>One Director to a Film</i>	20	81	NO CHANGES FROM EXISTING AGREEMENT	
<i>Temporary Upgrade of Assistant Director</i>	21	81	NO CHANGES FROM EXISTING AGREEMENT	
<i>Electronic Transmissions</i>	22	81-82	Old provision remains in effect until August 17, 2021. After August 17, 2021, regular rules in Paragraph 7-1505 of the Basic Agreement apply (<i>i.e.</i> , cannot have continuous unrestricted electronic transmission of images and/or sound throughout the workday to a location outside the production area on episodic series).	
<i>"On or About" Start Dates</i>	23	82-83	Producer and Director may mutually agree to postpone an "on or about" start date to an unspecified date for COVID-19-related reasons; Producer and the DGA may discuss doing so more than once when necessitated by reasons related to COVID-19.	Producer and Director may mutually agree to postpone an "on or about" start date to an unspecified date only once when production shuts down or the schedule is pushed by more than 7 days due to COVID-19-related reasons.
<i>Substituting Director</i>	24	83-84	NO CHANGES FROM EXISTING AGREEMENT	
<i>DGA-Represented Individuals Working Under COVID-19 Compliance Supervisor</i>	25	84	NO CHANGES FROM EXISTING AGREEMENT	

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<i>IATSE Item - Stand-by or Relay Calls</i>	26	84		NO CHANGES FROM EXISTING AGREEMENT
SAG-AFTRA Items				
<i>Consecutive Employment/Span</i>	27	84-85		NO CHANGES FROM EXISTING AGREEMENT
<i>Studio Teachers</i>	28	85		NO CHANGES FROM EXISTING AGREEMENT
<i>Voiceover/ADR/ Looping</i>	29	85-86		NO CHANGES FROM EXISTING AGREEMENT
Exhibit A	Ex. A	88-95		See attached summary of changes to Exhibit A.
Appendix A	Appx. A	96-100	Only two changes: - Added a reference to the opening paragraphs for productions to consider the vaccination status of employees when determining whether it is appropriate to use practices described in Appendix A. - Deleted the recommendation to the property department to clean set pieces, props and surfaces on which or with which performers are working before and after use.	