



September 1, 2022

Agreement of Amended COVID-19 Commercial Production Safety and Testing Protocols

This Agreement of Amended COVID-19 Commercial Production Safety and Testing Protocols (the “September 2022 Agreement”) is entered into as of August 31, 2022, 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 September 2022 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 September 1, 2022 the (“Effective Date”) and extend to and include December 31, 2022, and shall continue in effect thereafter unless terminated by either party by 30 days’ notice, in writing, to the other. The provisions of this Agreement were 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 during the Term to discuss, along with experts engaged by any party hereto, modifications to this September 2022 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 December 31, 2022. This September 2022 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 Amended Protocols for SAG-AFTRA Commercial Contract Live Productions are incorporated herein as Appendix A and the Amended Mandatory Vaccination Policy 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 2022 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 2022 SAG-AFTRA Commercials Contract. To the extent that there are conflicts between this September 2022 Agreement and the CBA, this September 2022 Agreement shall control.

This September 2022 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.

3. Mandatory Vaccination

Where permitted by law, an Employer may require that Individuals be fully vaccinated and “up to date” against COVID-19 as a condition of employment and/or prior to entering the workplace, subject to reasonable accommodations as required by law for individuals who cannot be vaccinated due to disability or a sincerely held religious belief, practice, or observance, and provided that the FDA has approved or authorized vaccines for use for individuals in the age group and the approved or authorized vaccines are generally available to individuals in the age group. To be considered “fully vaccinated” and “up to date” for purposes of this September 2022 Agreement, an individual must receive a full course of vaccination using a

vaccine approved or authorized for use by the FDA, and one booster and must have passed the applicable waiting period for developing immunity using the vaccine, as recommended by the CDC.

In jurisdictions where vaccinations are not available or where Government restrictions prevent Individuals from receiving first, second, or booster vaccination doses, Individuals will satisfy the provision by making their best efforts to get fully vaccinated.

Mandatory vaccination policies must be announced as soon as possible, preferably in the initial breakdown or earliest casting discussions. A Producer that intends to implement such a policy on a particular commercial must notify SAG-AFTRA as soon as practicable at commercialreporting@sagaftra.org with a copy to bhaynes@jointpolicycommittee.org.

4. “Escalation Trigger”:

For commercial productions shot within the United States in a metropolitan area (or county if there is no metropolitan area) that **does not exceed** eight (8) or more new weekly COVID-19 hospital admissions per 100,000 over a seven-day interval (the “Escalation Trigger”), the terms of this **September 2022 Agreement** shall apply.

For commercial productions shot within the United States in a metropolitan area (or county if there is no metropolitan area) that **meets or exceeds** the Escalation Trigger, the terms of the **prior Agreement**, dated April 16, 2021 (and amended September 2021 and May 2022), shall apply; provided, however, that Section 3 “Mandatory Vaccinations”, Section 7 “Compensation for Testing and Screening”, and the revisions to types of tests permitted shall apply to all commercial productions regardless of the location in which the commercial is shot meets the Escalation Trigger.

It is agreed that www.covidactnow.com shall be relied upon to determine whether the Escalation Trigger has been met or exceeded in the metropolitan area (or county if there is no metropolitan area) where the commercial is being shot.

5. Testing:

Pre-employment: As a condition of employment, Producer shall test Individuals (excluding Individuals who are working exclusively remotely) for COVID-19 within two (2) days¹ prior to the start of their employment using either: (1) one lab-based PCR diagnostic test, or (2) a PCR rapid test, or (3) a LAMP molecular test.

Because of the short term nature of commercial employment, a Producer may rely upon an acceptable test result (*i.e.*, a lab PCR, a PCR rapid test, or a LAMP molecular test result) performed by a prior Producer to fulfill the pre-employment testing requirement; provided, that such test has been performed within two (2) 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 canceled without any payment.

During term of employment: Individuals who are unvaccinated shall be tested for COVID-19 and have a

¹ The Parties agree that a test is timely if a prospective or current Individual who is scheduled to work on a Monday is tested at any time on the immediately preceding Friday

negative test within two (2) days prior to commencement of work and on a weekly basis thereafter. For example, when a pre-employment test is conducted on a Monday, a second test would not be required until prior to the start of work on the following Monday (one week after the first test).

Overnight Location: All Individuals traveling to an overnight location for work shall be tested for COVID-19 in accordance with the laws and/or rules and regulations for air travel applicable to the jurisdiction of origin and destination, as well as any applicable rule(s) of the airline(s). Otherwise, COVID-19 testing in connection with air travel shall be within Producer's reasonable discretion.

Positive COVID-19 Test Result Protocols: If an Individual tests positive, Producer and Individual agree to follow the procedures outlined in Section 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.

Testing Location and Disclosure: 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 concerning 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 Section 5 above, Producer may request an adjustment to the testing requirements. The Parties shall reply as soon as possible but in no event longer than two business days from receipt 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 foregoing requests by Producer's 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 September 2022 Agreement.

For the avoidance of doubt, the testing protocols set forth in this Section 5 shall be applicable to all Individuals on set.

6. **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.
7. **Health Assessment Survey:** Unless required by local guidelines, daily screening questionnaires are not mandatory and may be required at Producer's discretion.
8. **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.
9. **Compensation for Testing and Screening:** An Individual who travels outside their home to undergo a test on a day in which the Individual does not work for Producer shall receive payment for a one hour fitting². 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.

Payment for Government or Producer-Required Isolation or Self-Quarantine Upon Arrival After Travel to Work: When an Individual: 1) is required to isolate after travel to an overnight location prior to the commencement of work on a production; or 2) who has already started work travels to a production location which requires travelers to self-quarantine, 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 Producer while in isolation, they shall be paid subject to scale requirements of the Commercials Contract. .

10. **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.³ 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

² 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.

³ Bandanas and gaiters are not appropriate face coverings.

has given such Individual adequate prior notice that they are not in compliance, and provided the opportunity to correct.

11. **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.
12. **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 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.

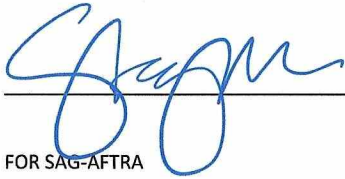
13. **Meals:** For mealtimes, provide adequate tables and seating (outdoors when possible) to allow for social distance.
14. **Contact Tracing:** If anyone on set tests positive for COVID-19, Producer shall follow the CDC, State and local guidelines in effect at the time, with respect to the treatment 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.
15. **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.

16. **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.

17. **Conflict of Law:** In the event any of the terms or conditions of our September 2022 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.

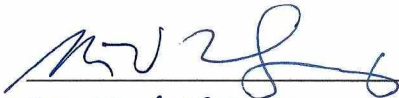
FOR THE JOINT POLICY COMMITTEE, LLC



Date:

8/31/2022

FOR SAG-AFTRA



Date:

8/31/22

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 Commercial 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 five main approaches for protecting individuals while minimizing the potential for exposure to COVID-19: (1) Sanitation; (2) Personal Protection; (3) Screening and Surveillance; (4) Minors; and (5) 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) 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.
- c) Hair stylists are to disinfect combs, brushes, and other tools of their craft between uses.
- d) 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.
- e) Costumes and/or wardrobe should be cleaned and disinfected prior to its next use.

2. 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 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.

3. 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) e. Should you observe anyone experiencing symptoms of COVID-19, report it to the appropriate personnel immediately.

4. Minors

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

- a) 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.
- b) 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.
- c) Separate schooling areas with mask worn during school and only removed when inside their dressing room, unless on camera.
- d) Minors may only be allowed on set when it is their time to appear on camera, no exceptions.
- e) All scenes involving minors should be scheduled in a way that minimizes their total time on set.
- f) 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.
- g) 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.

5. COVID-19 Prevention Supervision

- a) 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.
- b) 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.
- c) 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.

APPENDIX B

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

The terms of this Appendix B are in addition to the terms and conditions set forth in the September 2022 Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the September 2022 Agreement (or predecessor agreements).

Section I. Procedure for Establishing a Mandatory Vaccination Policy:

Producer may establish a mandatory vaccination policy for commercial productions, subject to the requirements set forth below:

- A. Producer must announce such policies as soon as possible, preferably in initial breakdowns or earliest casting discussions;
- B. Producer must apply such policies equally to all Performers and the relevant zone(s) or work location(s);
- C. Producer must abide by the vaccination inquiry procedures set forth in Section II below with respect to its applicable vaccination policy;
- D. Producer must have procedures in place to engage in the legally required interactive process with those requesting medical exemption or religious accommodations, and must include the procedure for initiating a request in all notices of the vaccination policy;
- E. To verify vaccination status, Producer shall require individuals to provide one of the following types of proof of vaccination: i) a digital vaccination card maintained by a government, vaccination provider or verification service that checks against government records; ii) production or upload of a physical vaccination card or copy of a physical vaccination card; and iii) Producer must maintain any documentation of vaccination status securely and available only to those required to have the information in compliance with all federal and state data privacy laws, rules and regulations including, without limitation, HIPAA; and
- F. An email notice to the Union that the Producer is implementing a mandatory vaccination policy is required as soon as practicable. Notices should be sent to: commercialsreporting@sagaftra.org with copy to bhaynes@jointpolicycommittee.org.

Section II. Procedures for Vaccination Status Inquiries:

A. Producer Mandatory Vaccination Policy in Place Prior to Hire:

A Producer that has implemented a mandatory vaccination policy⁴ **may only require a prospective employee to respond “yes” or “no”** as to whether any of the following is true:

⁴ Performers that are too young to receive a vaccine (currently, under 12 years old) shall not be subject to a mandatory vaccination policy at the present time, but must adhere to the COVID Safety Protocol Agreement during production and all casting sessions.

- The prospective employee is Fully Vaccinated and Up to Date⁵ OR has a sincerely held religious belief or disability that would prevent them from becoming Fully Vaccinated and Up to Date
- The offer of employment will be conditioned on verification of (i) Fully Vaccinated and Up to Date status (as set forth in Section I.E above) or (ii) disability or sincerely-held religious belief and a determination, after engaging in the legally-required interactive process, that the medical exemption or sincerely-held religious belief can be accommodated without undue hardship. However, an employee may be unable to be hired without a vaccination in those situations.

B. Producer Mandatory Vaccination Policy in Place after Hire: On a production that implements a mandatory vaccination policy after Performers are hired, Performers that are not Fully Vaccinated and Up to Date or who, through the legally required interactive process, cannot be accommodated may be canceled but must be compensated for all days booked and/or held.

C. No Mandatory Vaccination Policy in Place: On a production that has not implemented a mandatory vaccination policy, Producer may not inquire about vaccination status until after an offer of employment is made, but may thereafter require Performer to verify vaccination status prior to commencement of employment, including at the time of a pre-engagement COVID test, provided that the offer is not contingent upon Fully Vaccinated and Up to Date status.

D. Mandatory Vaccination Policy at Audition Location: If a Performer scheduled by Producer (or by Producer's casting director) to audition must be Fully Vaccinated and Up to Date to attend an in-person audition due to a facility or governmental requirement, Producer shall provide Performer with an opportunity to audition virtually. Performers shall not be asked or required to disclose their reason for requesting a virtual audition opportunity.

⁵"Fully Vaccinated" and "Up to Date" currently means that at least 14 days have passed since the individual received a Johnson & Johnson COVID-19 vaccine shot and booster or both shots plus a booster of Pfizer or Moderna COVID-19 vaccine. New vaccines can be used in the future if they are approved by the FDA.