

DGA Summary of Industry-Wide COVID-19 Return to Work Agreement

The DGA, along with its sister Guilds and Unions (SAG-AFTRA, IATSE and the Teamsters and Basic Crafts), have reached agreement with the Alliance of Motion Pictures and Television Producers (AMPTP) on protocols that will allow production to resume while minimizing the risks our members will face in a pre-vaccine, pre-therapeutic environment. The protocols are based in large part on The Safe Way Forward, which was published in late June. Although there is no way to ensure a virus-free work environment, we believe the negotiated protocols substantially reduce the risks of transmission of the virus to the cast and crew. A copy of the full Agreement is [available here](#).

The Zone System

The protocols are based on strict testing requirements that vary by “Zones,” which were designed to minimize contact and interaction between various crew and performers based on their level of risk and exposure while performing their duties. The system may also be used to separate employees that are in the same “Zone” into smaller distinct work groups in order to further limit contact and interaction in order to maintain a safe working environment.

Zone A consists of all performers and background actors working on set, as well as all employees, such as Directors and First Assistant Directors, who work on set when performers and background actors are present without wearing personal protective equipment (PPE).

Zone B consists of employees who work on an active set, but who are not present in a workspace with a performer or background actor while the performer or background actor is not wearing PPE. Zone B also consists of all employees in DGA categories while they work during prep (unless they solely work remotely).

Zone C consists of those employees who are able to wear PPE at all times while working, only work with other employees who are also able to wear PPE at all times, and are not required to be within six feet of anyone else for more than 15 minutes while working. Zone C employees may not go to an active set or other area where Zone A or Zone B employees are present at work unless he/she has tested negative within 48 hours prior to entry using a lab-based PCR diagnostic test (or 72 hours until December 31, 2020). Additionally, Zone C employees may not come into contact with Zone A or Zone B employees elsewhere on the production unless both the Zone A or Zone B employee and the Zone C employee are wearing PPE at all times and do not come within six feet of each other for longer than fifteen minutes

Zone D consists of mostly facility and office-based employees who are either non-union or are represented by other Unions.

Mandatory Testing Protocols, Health Screening Procedures, and Personal Protective Equipment

Types of Tests Permitted

Only a lab-based PCR diagnostic test, considered the gold standard of COVID-19 testing accuracy, or rapid PCR tests, are allowed at this time. Antigen and antibody tests are not permitted.

Contingent Offers of Employment

Due to the importance of testing as part of preventing the spread of COVID-19 on set, offers of employment are contingent on a prospective employee undergoing pre-employment testing that yields a negative result. This only applies to offers of employment and agreements entered into after September 21, 2020. Once the negative result is obtained, the individual is considered employed.

Pre-Employment Testing

All employees must be tested using a lab-based PCR diagnostic test (*i.e.*, not a rapid test) and results obtained within 48 hours prior to the start of their employment, except that a test with results obtained within 72 hours is acceptable until December 31, 2020 due to issues related to test scarcity and turnaround time. The Producers remain obligated to make good faith efforts to find and use lab-based PCR tests with a turnaround time of less than 72 hours prior to December 31, 2020. 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.

In the event that it is not viable to obtain results from a lab-based PCR diagnostic test within 48 hours (or 72 hours until December 31, 2020), the employee will undergo a lab-based PCR diagnostic test as close to start of employment as possible and also undergo a rapid PCR test within 48 hours prior to the start of employment. The results of both tests must be obtained prior to the start of employment. Alternatively, an employee can be tested using two rapid PCR tests conducted within 48 hours prior to the start of employment, with both samples taken at the same time. The results of both must be negative and obtained prior to the start of employment.

All test results must be provided to the employee. Prior to testing, employees may be required to sign a consent form for the disclosure of test results to the Producer. The consent forms cannot contain a provision waiving the Producer's liability, but the testing company may require the execution of a consent form waiving the testing company's liability.

Continued Periodic Testing

Zone A: Individuals who work in Zone A must be tested at least three times per week; at least one of the tests must be a lab-based PCR diagnostic test, the results of which must be returned within 48 hours (or 72 hours until December 31, 2020). The remaining tests required in that week may be rapid tests. Accommodations will be made for those working less than five days in a week. Additional testing may be required for cast/crew members involved in production of scenes that require intimate contact or extreme exertion.

Zone B: All Zone B employees will be tested at least once per week using a lab-based PCR diagnostic test with results obtained within 48 hours (or 72 hours until December 31, 2020). Alternatively, the Producer may test Zone B employees at least twice per week using a rapid PCR test with results returned with 48 hours.

Zone C: All Zone C employees will be tested at least once every two weeks using a lab-based PCR diagnostic test, with results obtained within 48 hours (or 72 hours until December 31, 2020). In Zone C only, the Producer may use “pool testing,” which combines samples from multiple people to conduct one laboratory test.

Zone D: Zone D employees will not be subject to periodic testing, but will be tested if they go to an active set or other area where Zone A or Zone B employees are present at work

British Columbia Sideletter Agreement

The Unions and Producers agreed that, as of August 28, 2020, British Columbia is a jurisdiction with a low rate of COVID-19 infection and modified the testing protocols for productions shooting in that jurisdiction:

- Zone A: Employees who work five or more days in a week must be tested for COVID-19 two times per week. The protocols for Zone A employees working fewer than five days in a week are unchanged.
- Zone B: The protocols for Zone B employees are unchanged.
- Zone C: Employees do not require periodic testing after pre-employment testing.

These protocols will be revisited if conditions in British Columbia change.

Air Travel

Any employee traveling by air must be tested and receive a negative test result prior to the flight using the same type of tests and timelines as pre-employment testing described above. The exception is where an employee already received periodic testing and was tested within 48 hours (or 72 hours until December 31, 2020) of departure. An employee already undergoing periodic testing may commence work upon arrival at the destination so long as they continue to undergo periodic testing without any interruption.

Health Assessment Survey and Temperature Checks

All employees will be required to complete a health assessment survey and may also be required to undergo temperature checks at least once a day. Employees that do not pass the temperature check or health assessment survey will not be permitted on the premises and will be directed to contact their healthcare provider.

Compensation for Time Spent Screening

With the exception of Directors employed on a theatrical motion picture, an employee who undergoes testing on a day on which they do not perform any work for the Producer will be paid a stipend of \$250, or \$20 in the case of an acceptable at-home test. No stipend is due if the employee is otherwise paid for the day they are tested.

Personal Protective Equipment

The Producer must provide all employees 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. Employees who are working in close contact with another individual (within six feet of another individual for 15 minutes or more) must be provided with a face shield in addition to a face covering, and may also be provided with goggles. 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.

COVID-19 Safety Monitoring and Training

Monitoring and Enforcement of COVID-19 Safety Protocols

Each production will have a designated COVID-19 Compliance Supervisor responsible for safety compliance and enforcement of the protocols who will be accessible at all times during working hours to cast and crew. The Compliance Supervisor or a member of their COVID-19 compliance team with sufficient training and authority will be physically present on production from general crew call to camera wrap to monitor and enforce the COVID-19 safety protocols. The Producer may hire additional individuals to work under the supervision of the Compliance Supervisor as part of the COVID-19 compliance team to perform both COVID-19 safety-related duties and DGA-covered duties provided they are hired in addition to the regular complement of crew on the production and such employees will be covered by the applicable collective bargaining agreement. In addition, COVID-19 related duties may be assigned to existing employees outside the COVID-19 compliance team who are already employed on the production in a DGA category provided those duties are incidental to the performance of those regularly assigned duties and do not interfere with performance of the employee's regularly assigned duties.

An employee hired to work under the COVID-19 Compliance Supervisor's supervision to perform both COVID-related work and DGA-covered duties shall be covered as a Second Second Assistant Director or an Additional Second Assistant Director, or Stage Manager, as applicable, and all terms and conditions of the Basic Agreement or FLTTA will apply, except that such individuals will not be eligible for temporary upgrades due to an Eligible COVID-19 Event.

The Compliance Supervisor will have access to medical professionals and other experts, will identify and report any COVID-19 health and safety concerns, may recommend discipline or terminate individuals for violating COVID-19 health and safety protocols, and will have the

authority to pause production or work activities if they identify a COVID-19 health and safety concern.

There may be limited circumstances, due to the size and scope of the production where the Compliance Supervisor or member of the compliance team may be able to monitor and enforce COVID-19 safety protocols without a constant physical presence (*e.g.*, certain multi-camera dramatic series, quiz and game shows, talk shows, etc.).

Compliance with Protocols: All Employees must comply with the protocols and requirements of the Agreement, and Employees who fail to do so are subject to discipline, up to and including termination. An Employee who fails to adhere to those protocols and requirements should not expect the Guild to protect him or her from disciplinary action by the Producer.

Reporting a Violation: If an employee believes that there has been a violation of the Producer's COVID-19 health and safety protocols, they may report the matter to their supervisor or the COVID-19 Compliance Supervisor, or report the concern to the Producer's safety hotline. No employee will be discharged or 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 reporting a safety concern.

COVID-19 Health and Safety Protocol Training

The Directors Guild-Producer Training Plan and the New York Assistant Directors Training Program will develop a COVID-19 health and safety protocol training for all employees in consultation with the Industry-Wide Joint Labor-Management Safety Committee. The training for DGA members will be provided through the Directors Guild-Producer Training Plan and the New York Assistant Directors Training Program. All employees must successfully complete the training no later than December 20, 2020 as a requirement for continued placement on the Qualification List. Each employee who takes the training course will be paid a stipend of \$20 per hour, with no stipend due if the employee is otherwise paid for the day.

COVID-19 Sick Leave & Quarantine Pay

Sick Leave

All employees will receive up to 10 days of COVID-19 sick leave per employer and can be used for any of the Eligible COVID-19 Events listed below. The employee will receive paid sick leave (up to the 10-day cap) until the earlier of: a) the employee returns to work or declines to return to work; or b) the end of the employee's guaranteed employment period, which includes the number of days that it was reasonably anticipated that the employee would work. Employees will receive their daily or prorated salary, up to a maximum of \$750 for each day of sick leave, and the payment is subject to pension and health contributions. 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 will not receive COVID-19 paid sick leave in addition to his/her salary or guarantee.

Eligible COVID-19 Events:

1. The employee has tested positive for COVID-19 or exhibited symptoms of COVID-19.
2. The Producer has requested that the employee isolate or self-quarantine because another person with whom he or she has been in contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
3. A member of the employee's household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
4. A public official or healthcare provider has requested that the employee isolate or self-quarantine due to COVID-19 (other than travel advisory quarantines).
5. The Employee must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID-19.
6. 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.

Verification of COVID-19 Event: A Producer may require that the employee submit verification of the Eligible COVID-19 Event in order to receive more than three days of sick leave.

A COVID-19 Event While on Distant Location: If an employee has an Eligible COVID-19 Event while on distant location and is unable to return home, the Producer will provide the employee with lodging and per diem while on distant location, in addition to the COVID-19 paid sick leave.

Reinstatement

Employees who are absent from work due to an Eligible COVID-19 Event will be reinstated to his/her original position so long as the position continues to exist and the employee satisfies the Producer's eligibility requirements to return to work (e.g., satisfying protocols for return to work after a positive COVID-19 test).

Quarantine Pay

If, after an employee has been engaged, he/she is required to quarantine or isolate at the request of the Producer (other than for an Eligible COVID-19 Event) or because of the law of the location where production is taking place requires travelers to self-quarantine, they will receive quarantine pay if they do not perform work at the direction of the Producer while in isolation or self-quarantine. Quarantine pay is based on the applicable minimum rate for the employee's job classification. However, the Producer can individually negotiate payment for time spent in quarantine with Directors employed on a theatrical motion picture, a pilot or a long-form television motion picture/long-form High Budget SVOD Program, or on cross-boarded episodes. Quarantine payments are subject to DGA pension and health contributions.

Low Budget Sideletter Thresholds

In acknowledging productions will incur increased costs related to implementing the various health and safety protocols, the DGA agreed that the certain COVID-19-related costs will be

excluded from budget and cost statement totals in determining whether a project falls within a specific budget tier under the Low Budget Sideletter.

DGA-Specific Provisions

One Director to a Film in Episodic Television

Recognizing that situations may arise where the Director of an episode is unavailable due to reasons related to COVID-19 (*e.g.* the Director becomes ill, a location becomes available after being closed due to COVID-19 when the original Director is unavailable), the DGA and Producers agreed to enter into good faith discussions to allow someone already engaged on the production to direct scenes for another Director's episodes.

Electronic Transmission from Set

Due to the unique nature of the pandemic, the use of electronic transmission of images from the set or control booth may be necessary to reduce the number of people that are physically present. The Producer may make images of rehearsals or takes of scenes available via electronic transmission to locations near the production area to persons who, if not for physical distancing necessitated by COVID-19, would have been present on the set or stage or in the control booth. The use of electronic transmissions from the set, stage, or control booth for COVID-19 prevention purposes shall not expand the number of people who would have had access to the set, stage, or booth if not for the COVID-19 physical distancing requirements.

The implementation of the electronic transmission must be done in consultation with the Director. All creative notes from individuals viewing those transmissions must be sent to the Director by one person designated by the Employer. Notes should be reserved until after the Director has had a chance to make initial adjustments with performers, and should be succinct and immediate, if possible.

"On or About" Start Dates

The DGA agreed for the term of the Agreement that Producers need not provide a specific date when postponing a Director's "on or about" start date for COVID-19-related reasons, so that the Employer and Director can agree to move the "on or about" start date to a future unspecified date. If the Producer and Director are ultimately unable to agree on a new "on or about" start date for the program on which the Director is booked, the Producer and Director may also mutually agree to booking the Director on a comparable assignment, which has minimum terms and conditions no less than those of the booked episode, and the new assignment will satisfy the Producer's pay-or-play commitment. The employment on a comparable assignment must commence within one year of the originally scheduled start date. If no agreement can be reached on a comparable assignment, the Director will be paid the episodic fee for the episode for which the parties could not agree on a new start date.

In the event the Producer chooses to pay the Director's salary or portion of the salary in advance of the Director's start date, the payment may be credited against compensation for future services performed for the Producer, provided that the Producer notifies the DGA and the Producer and Director execute an agreement confirming this.

Temporary Upgrade of an Assistant Director

In order to minimize introduction of new employees into a production, a Producer may temporarily upgrade an Assistant Director to a higher classification to replace an employee who is absent due to an Eligible COVID-19 Event even if the replacement Assistant Director is not on the Qualification List for such higher classification. The Producer must notify the DGA as soon as practicable after it becomes aware a replacement is necessary so that the parties can discuss a plan for the return of the absent employee or a replacement by someone who is on the applicable Qualifications List.

Day-to-Day Workplace Safety Changes

Contact Tracing

While the employees are on the job site, Producers may require that employees participate in systems that enable contact tracing, such as by means of electronic devices (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). In the event that a Producer uses electronic devices for contact tracing, it 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.

Electronic Receipt of Documents

In a continued effort to reduce physical contact, where the Producer provides electronic documents in lieu of paper documents, employees will accept e-delivery and provide e-signatures on a number of employment-related documents.

Term of the Agreement

The Agreement is temporary and only intended to last during the duration of the COVID-19 pandemic. The Agreement will begin on September 21, 2020 and remain in effect through April 30, 2021. Given the ever-changing nature of the pandemic, the Unions and Producers will meet again one month after the effective date of the Agreement and continue to meet thereafter every two months to discuss whether to make modifications to the Agreement.

The "enabling clause" of the Agreement allows a party to propose a specific modification for a particular production. Producers will be required to provide all the necessary information and

documents to allow the Unions to evaluate the proposed modification and give good faith consideration to changes to the protocols in the Agreement.