

## **COVID-19 Commercial Production Safety and Testing Protocol Agreement**

### **Agreement of Amendment and Extension (“Extension Agreement”)**

**Dated: March 15, 2022**

**This COVID-19 Commercial Production Safety and Testing Protocol Agreement (“Protocol Agreement”) entered into as of July 1, 2021 between the undersigned Unions and the AICP on behalf the AICP’s production company members who authorized it to negotiate and execute the Protocol Agreement on their behalf, as set forth in “Appendix B” [to be provided].**

The Unions and the AICP, on behalf of its production company members as set forth in Appendix B, now wish to amend and extend the Protocol Agreement as set forth in this Extension Agreement and therefore hereby agree as follows:

1. **Term:** The parties acknowledge that this Agreement is a temporary agreement intended to last during the duration of the Covid-19 pandemic. The term of this Agreement which by its terms would have expired midnight March 15, 2022 is extended from the date of its execution (“Extension Effective Date”) through and including July 31, 2022 (the “Extension”). The provisions of this Agreement have been negotiated based on the present conditions as of the Extension Effective Date which include currently available scientific/medical information, current levels of infection, public health authorities’ current guidelines and recommendations and the current status of vaccinations for COVID-19. The parties acknowledge that the conditions surrounding COVID-19 are subject to continuous change and so they agreed to meet no later than July 30, 2021 or as soon as practicable and as a result of such meeting(s) have agreed to modify this Agreement in light of the conditions and information available at such time. The parties may mutually agree to meet at additional times during the period of the Extension. The Agreement and Appendices, both as amended hereby, contain the entire agreement and understanding among the parties with respect to the temporary modifications made because of the COVID-19 pandemic. The AICP COVID-19 Guidelines Version 9 are incorporated herein as Appendix A and may not be changed except by mutual agreement of the parties. Nonetheless, the parties have agreed that the Guidelines need to be updated to reflect the current state of the public health situation as it relates to Covid-19, and they will meet between now and May 30<sup>th</sup> to undertake that review with the goal of a mutually agreed upon set of COVID-19 Guidelines to replace current Appendix A. If, however, the parties are unable to reach agreement on an updated set of COVID-19 Guidelines, then Appendix A as it currently exists will remain in effect through the term of this Extension Agreement.

2. **Scope:** Applies to all Employees covered under: DGA National Commercial Agreement; all CBAs between AICP companies and IATSE (or an IATSE Local) for commercial production throughout the United States, Puerto Rico, and the U.S. Virgin Islands; all CBAs between AICP companies and Teamsters Locals #399 and #817 for commercial production

throughout North America (collectively, “CBAs”). The term ‘Employee’ shall have the same meaning as it does in the applicable collective bargaining agreement. To the extent that there are conflicts between this Agreement and the CBAs, this Agreement shall control.

This Agreement, upon execution by the Unions named herein and by the AICP, (herein collectively, the “Parties”), will be binding upon the AICP member companies listed in Appendix B with references to the applicable CBA, such companies having authorized the AICP to negotiate and execute this Agreement on their behalf as of the effective date of this Agreement. Appendix B may be amended or modified by adding additional AICP members up to thirty (30) days after the commencement date of this Agreement.

The terms of this Agreement address and fulfill any contractual or other safe work environment requirements in the CBA’s of the Unions concerning COVID-19 and any requirements for compensation for COVID-19 related testing/screening.

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

It is agreed that [www.covidactnow.com](http://www.covidactnow.com) shall be relied upon to determine whether the Escalation Triggers have been met or exceeded in the metropolitan area (or county if there is no metropolitan area) or Province, as applicable, where the commercial is being shot. Recognizing that [www.covidactnow.com](http://www.covidactnow.com) does not cover Canada, it is agreed that the Parties shall rely upon the applicable Canadian provincial or city authority. By way of example, in Toronto, see <https://www.toronto.ca/home/covid-19/covid-19-pandemic-data/covid-19-monitoring-dashboard-data/>; in British Columbia, see <https://public.tableau.com/app/profile/bccdc/viz/BCCDCCOVID-19SurveillanceDashboard/Introduction> and <https://tinyurl.com/y7tzk4tt> (COVID-19 Spread Mapper).

### 3. **Testing:**

The following shall apply to commercials shot within the United States or Canada in any metropolitan area (or county if there is no metropolitan area) or Province, as applicable, that does not meet or exceed the Escalation Trigger:

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

As a condition of employment, the Employer shall test all Employees (excluding Employees who are working exclusively remotely) for Covid-19 within 2 days prior to the start of their employment using either: (1) a lab-based PCR diagnostic test; (2) a PCR rapid test; or (3) a LAMP molecular test. These methods satisfying the testing requirement(s) shall apply regardless of whether a commercial production meets or exceeds the Escalation Trigger.

To be considered “fully vaccinated” for purposes of this Agreement, an individual must receive a full course of vaccination using a vaccine approved or authorized for use by the FDA, and must have passed the applicable waiting period for developing immunity using the vaccine, as recommended by the CDC.

As of September 20, 2021, the waiting period is two weeks following a second shot for Pfizer, and Moderna vaccines, and two weeks following a single shot for the Johnson & Johnson vaccine.

Because of the short term nature of commercial employment, an Employer may rely upon an acceptable test result (i.e., a lab PCR, rapid PCR, or LAMP molecular test result) performed by a prior Employer to fulfill the pre-employment testing requirement provided that such test(s) has been performed within 2 days of the start of employment for a Zone A Employee or one week for all other employees.

Results must be obtained prior to the start of employment.

Once a conditional job offer is made by the Employer and a negative test result is provided to the Employer, the person is considered employed as of the first scheduled day of work, and all provisions related to sick leave and other working conditions apply on a go-forward basis, even if the Employee develops symptoms on their first day of work. Notwithstanding the foregoing, no Sick Pay (see below) shall be owed unless the Employee misses a scheduled day of work.

**During term of employment:**

The following shall apply to commercials shot within the United States or Canada in any metropolitan area (or county if there is no metropolitan area) or Province, as applicable, that does not meet or exceed the Escalation Triggers:

**Zone A** Includes anyone present in the workspace while performers and background actors are not wearing PPE. Any unvaccinated persons shall be tested for Covid-19 and have a negative test within 2 days prior to commencement of work in Zone A and on a weekly basis thereafter.

**Zone B** consists of Employees who work on 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, all Zone B employees while they work during prep, and Employees who work in any other area where the production has a footprint that is not an area where “Zone C” Employees work. Unvaccinated Zone B Employees shall be tested on a weekly basis after their pre-employment test. Vaccinated employees shall not be required to test unless they become symptomatic after start of employment.

**Zone C** are not required to be within six feet of other individuals for longer than fifteen minutes while working (provided that if the local governmental authority has issued guidelines with a

more stringent time/distance standard for determining when individuals come into “close contact” with other individuals for purposes of COVID-19 contact tracing, the standard in such guidelines shall apply instead); and do not come into contact with “Zone A” or “Zone B” Employees in the course of their work, and do not come within six feet of each other for longer than fifteen minutes (however, “Zone C” Employees that are unvaccinated 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 above). Unvaccinated Zone C Employees shall be tested at least once every two weeks using a lab-based PCR diagnostic test. The Employer will give good faith consideration to staggering testing of “Zone C” Employees. The results of the test must be returned within 2 days. “Pool testing” may be used, which must comply with the then-current FDA authorization for pool testing. Vaccinated employees shall not be required to test unless they become symptomatic after start of employment.

**Air Travel:** Employees who are required to travel by air within the United States shall be tested for COVID-19 in accordance with any 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 the Employer’s reasonable discretion.

**Positive COVID-19 Test Result Protocols:** If an Employee tests positive: Employer, Employee, and Employees who came within close contact with the infected Employee shall follow current CDC guidelines or local government authority rules, whichever is stricter, regarding testing and quarantine.

Employer may establish a policy that is consistent with CDC guidelines if it chooses to hire an individual who is subject to the following:

Due to evidence that people can falsely test positive, although fully recovered from COVID-19, the following shall apply: those who had symptomatic COVID-19, recover fully, and who remain asymptomatic, need not be tested within 3 months after the date of symptom onset for the initial infection.

People who develop new symptoms consistent with COVID-19 during the 3 months after the date of initial symptom onset will be tested unless an alternative option can be identified by a healthcare provider.

For those who never develop symptoms after a positive test, the date of the first positive RT-PCR test should be used in place of the date of symptom onset.

**Type of Tests:** When testing Employees, Employer shall use diagnostic tests that test for the virus that causes COVID-19. For the purpose of the pre-employment and periodic testing provisions of this agreement, these tests shall include: (1) a lab-based PCR diagnostic test; (2) a PCR rapid test; or (3) a LAMP molecular test. Antigen or antibody tests should not be used, but will continue to be tracked for possible usage as new findings dictate. Testing may be done on- or

off-site. Test results shall be provided to the Employee. Prior to being tested, Employees may be required to sign consent forms for the test and disclosure of all test results. The Employer must comply with all applicable laws in regard to the issuance of consent forms and the disclosure of test results. Consent forms shall not include waivers of the Employer's liability. The Unions agree to make best efforts to assist the Employer in obtaining such consent forms and proof of previous tests from the Employees they represent, if necessary.

**Limited Testing Availability:** In the event that availability of COVID-19 diagnostic testing is limited, and unable to work in accordance with the terms of Paragraph 3 above, the Employer may request an adjustment to the testing requirements for unvaccinated individuals. The Union(s) shall reply as soon as possible but in no event longer than 2 business days of such request. Additionally, in the event of unforeseen delays in processing test results, the Employer may request an adjustment to the testing requirements. The Union(s) shall reply as soon as possible but in no event longer than 24 hours of such request. Consent by the Union to either of these Employer's requests shall not be unreasonably withheld. If the Employer does not receive a reply within the prescribed timeframe of the request, and provided that the Employer has contacted the Union designees (see below) by both telephone and e-mail, then the Employer may go forward with the adjustment they requested. The Union parties to this Agreement shall designate one person (or persons) to act as the notify person (or persons) on their behalf collectively and shall provide the Employers with cell phone and email contact information for Employers to use as needed on a 24 hour/7 days per week basis.

Employer may implement more stringent testing protocols than those detailed in this agreement.

For the avoidance of doubt, the testing protocols set forth in this Section 3 shall be applicable to all unvaccinated production personnel present.

Further, notwithstanding anything herein, any Employee exhibiting or reporting symptoms of Covid-19 after the commencement of work shall be tested for Covid-19 and follow all CDC guidance

4. **Low Budget Agreements:** The Parties agree that all associated COVID-19 test, mitigation or prevention expenses shall be excluded when calculating Low Budget project thresholds in all collective bargaining agreements.

5. **Health Assessment Survey:** Unless required by law, daily screening questionnaires are not mandatory and may be utilized by Employers at their discretion without advance notice to the Union, including utilization of the AICP daily questionnaire, which can be found by clicking [here](#)

6. **Temperature Checks:** All Employees may be subject to temperature checks at least once per day. Employees who do not pass a temperature check must be given the opportunity to recheck temperature after resting for fifteen (15) minutes. Employees 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 Employee spends undergoing a temperature check at the entrance to the work site. Employees who are denied entry to the premises due to a failed temperature check will be paid pursuant to any sick leave provisions of the applicable collective bargaining agreement or an applicable local, state, or federal statute, if any, pursuant to the temporary COVID-19 paid sick leave policy in this Agreement.

**7. Compensation for Testing and Screening:** An Employee who travels outside his/her home to undergo a test on a day in which the Employee does not work for the Employer, and is not at the time of the test being paid by another Employer between call time and wrap, shall receive a stipend (no fringe other than payroll tax) of one hundred and seventy-five dollars (\$175.00) if they are fully vaccinated or one hundred (\$100.00) if they are not fully vaccinated. 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 an Employer elects to require the Employee to complete start paperwork on a day when the Employee does not work. However, no stipend is due if the Employee is otherwise paid for the day (*e.g.*, payment of a travel allowance or payment for a travel day). The Employer may insist upon the Employee receiving an at-home test (as opposed to the Employee traveling outside the home and receiving the stipend). Additionally, no stipend shall be owed to any Employee who takes a pre-employment test and tests negative but declines an offer of employment on such commercial.

To clarify the foregoing, a Director shall not be entitled to the stipend set forth in this paragraph if they are tested on a day in which they otherwise report to a location for work on the commercial (*e.g.*, office, tech scout). Notwithstanding the foregoing, nothing herein shall preclude the Director from negotiating on their own behalf for such stipend where they are not entitled to it by operation of the preceding sentence.

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

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

Applicable for:

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

When an Employee who has already started work travels to a production location which requires travelers to self-quarantine.

Does not alter terms for any agreement entered into prior to the effective date of this Agreement.

If no work is performed while in isolation:

For the first 5 out of 7 consecutive days: Daily hires – minimum call.

Weekly/on-call hires – 1/5<sup>th</sup> of the distant location rate.

STN hires – *pro rata* daily rate.

For the final 2 out of 7 days:

Daily and weekly (other than “on-call”) hires – 4 hours of pay, plus pension and health/welfare contributions for 8 hours.

“On-Call” – 1/12<sup>th</sup> of the weekly/on-call rate, P&H contributions for 7 hours on the 6<sup>th</sup> day and 8 hours on the 7<sup>th</sup> day.

STN hires – 1/2 of the *pro rata* daily rate, plus applicable Pension & Health contributions.

If an Employee performs work at the direction of the Employer while in isolation, they shall be paid pursuant to their contract. Notwithstanding anything to the contrary contained in this Section 7, all compensation rates for isolation or quarantine and applied to the above formulas shall be subject to individual negotiation between the Employee and the Employer, but not less than scale rates in the applicable CBA.

8. **Personal Protective Equipment (“PPE”):** Employers shall provide all Employees with face coverings which shall be worn by Employees at all times while riding in a vehicle with others. In indoor spaces, ventilation systems and other measures should be used to increase circulation of outdoor air as whenever practicable (e.g. by opening windows and doors, using fans and other methods). Unless a performer agrees otherwise, make-up and hair personnel will be required to wear masks when physical distancing is not possible and the performer cannot wear PPE. An Employer may implement a reasonable policy regarding PPE that is more stringent than the guidance of local government authorities when the Employer does so for the purpose of maintaining a safe working environment.

9. **COVID-19 Compliance Manager:** Productions will have a designated individual 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. Additional COVID-19 safety duties may be split among multiple individuals, who may also have other duties on the production, so long as where the Employer elects to assign Covid-19 compliance monitoring and enforcement to a bargaining unit Employee, such duties are incidental to the Employee’s bargaining unit work and do not interfere with the Employee’s performance of bargaining unit work. 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 discipline or 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 affected union(s) 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.

Employer may elect hire an individual from a classification represented by the IATSE, Teamsters, or DGA 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, and one person is designated as fulfilling the role of a COVID-19 Compliance Manager identified on the call sheet. 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 Employer’s discretion.

The Employer 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 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 the safety of another employee exposed to a clear and present danger to life or limb relating to COVID-19. The foregoing shall not operate to expand or reduce the scope of the No Strike clause in any CBA.

Nothing in this Section 9 confers exclusive jurisdiction on any of the Unions over COVID-19 safety compliance and enforcement work or requires the Employer to assign such work to a bargaining unit employee, whether a given Union claims jurisdiction to the function or no

#### **10. COVID-19 Paid Sick Leave (PSL):**

An Employee shall receive up to 10 days of PSL, per Employer per calendar year, for each day a person is absent from work due to an Eligible COVID-19 Event, as defined below, for which the Employee is not otherwise paid by the Employer 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 PSL, this period shall include the number of days that it was reasonably anticipated that the Employee would work.

Temporary COVID-19 paid sick leave may be used for any of the following "Eligible COVID-19 Events," or any combination of Eligible COVID-19 Events:

1. The Employee has tested positive for COVID-19 or exhibited symptoms of COVID-19.
2. The Employer has requested that an unvaccinated 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. In this scenario, the maximum number of PSL days would be 7, in accordance with current CDC early release quarantine requirements (after a negative test result from a test taken on Day 5, an individual is then relieved of quarantine obligations).
3. A member of an unvaccinated Employee's household has tested positive for COVID-19 or exhibited symptoms of COVID-19. In this scenario, the maximum number of PSL days would be 7, in accordance with current CDC early release quarantine requirements (after a negative test result from a test taken on Day 5, an individual is then relieved of quarantine obligations).
4. A public official or healthcare provider has requested that the Employee isolate or self-quarantine due to COVID-19 (other than a quarantine described above in Section 7).

**Payment for COVID-19 Sick Leave:**

Cap limits: no more than \$600 per day for up to 10 days and \$6,000 in the aggregate.

Fringe benefit payments shall be due pursuant to the applicable CBA.

Daily Employees – payment for a minimum call based on the contracted rate subject to the cap limit above.

Weekly Employees – 1/5<sup>th</sup> of weekly/on-call rate, subject to the cap limit above.

STN Employees – *pro rata* daily rate, subject to the cap limit above.

There is no accrual period; this sick leave is available immediately upon commencing work and this COVID-19 PSL must be used first for Eligible Covid Events, before utilizing any other accrued sick leave.

Employer may require verification (e.g., a doctor's note) of the Eligible COVID-19 Event in order for the Employee to receive more than 3 days of PSL.

Employees are not entitled to payment for unused COVID PSL.

If an Employee has an Eligible COVID-19 Event while on distant location and can't return home, Employer shall provide them with lodging and per diem, as well as PSL subject to the limits above.

PSL days are not considered workdays.

An Employee shall be reinstated to their position provided that:

The position continues to exist.

If the Employee, someone in their household, or who they came into close contact with had COVID-19 (i.e., a positive test or symptoms), the Employee must satisfy the Employer eligibility requirements for return to work.

If the absence exceeds 14 consecutive days, the parties will discuss on a case by case basis, as requested by the Producer, issues related to the reinstatement.

**11. Contact Tracing:** If an Employee tests positive for Covid-19, the Employer shall follow the CDC, State and local guidelines in effect at the time, for either vaccinated or unvaccinated people (as the case may be) with respect to the treatment of other employees (e.g., testing, quarantine or self-isolation) who have been exposed to the employee who tested positive. The Employee agrees to notify the Employer promptly if he/she tests positive for COVID-19 within 14 days from the last day of employment. Employer shall notify anyone who has come in close contact (as defined by the CDC or local government authority whichever is stricter) with an Employee who tests positive for COVID-19.

**12. Training:** All Employees shall receive COVID-19 training to be provided by the applicable training fund or other training provider under the applicable CBA (referred to herein as "Training Provider"). An Employee employed in a classification for which a roster or Qualification List exists must complete such COVID-19 Training no later than sixty (60) days

following the execution of this Agreement as a requirement for continued placement on the roster or Qualification List. Each Employee who takes the COVID-19 Training shall be paid a stipend by the Training Provider 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 (e.g., payment for a travel day to a member of the crew).

13. **When a Producer requires an Employee to work remotely from home:** Employer shall reimburse any necessary and reasonable costs that an Employee incurs due to working remotely, provided the Employer has approved the expenses and the Employee submits appropriate proof of the expense.

14. **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 applicable collective bargaining agreement.

15. **Enabling Clause:** On a case-by-case basis, and on notice to AICP, one or more Employers or the Union 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(ies) to evaluate the proposed modification. The Union(s) or the Employers 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 signed by all affected parties, with copy to the AICP, and shall only apply to the specific production.

16. **Conflict of Law:** In the event any of the terms or condition of our agreement are unenforceable by reason of law or governmental decision those terms will be severed from the agreement but not affect or impair any other terms.

17. **Vaccine Verification:** To the extent permitted by law, in order to ensure the safety of individuals on set, the Employer shall implement a process for verification of an individual's vaccination status. The Employer shall require an individual claiming to be vaccinated to show clear proof of vaccination ( *ie.*, CDC vaccination card, government-issued vaccination passport) and attest that they have been vaccinated on the AICP Health Screening Form. The Employer shall maintain a record of vaccination status and do so as they would a confidential medical record. The Covid-19 Compliance Manager shall be responsible for vaccine verification.

## 18. **Mandatory Vaccination**

Where permitted by law, an Employer may require that Zone A Employees<sup>1</sup> be fully vaccinated against COVID-19 as a condition of employment and/or prior to entering the workplace, subject

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<sup>1</sup> The covered positions with respect to drivers who are "Zone A" employees are those employees who operate vehicles conveying cast who can not be masked and "cast drivers" only. The Director of the

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 Employee's age group and the approved or authorized vaccines are generally available to individuals in the Employee's age group<sup>2</sup>.

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

A Producer that intends to implement such a policy on a particular commercial must notify the applicable Unions as soon as practicable.

In addition, on a production by production basis, the Unions will consider and will not unreasonably deny an Employer's request for mandatory vaccination of Employees beyond Zone A. The Union(s) shall reply to any request by the Employer as soon as possible but in no event longer than three (3) business days of such request.

19. Notwithstanding anything to the contrary herein, the conditions set forth above shall apply to commercial productions shot in the United States and Canada in any metropolitan area (or county if there is no metropolitan area) or Province, as applicable, that does not meet or exceed the Escalation Trigger. Except as stated herein regarding the type of tests that are compliant, commercials shot in the United States and Canada in any metropolitan area (or county if there is no metropolitan area) or Province, if applicable, that meets or exceeds the Escalation Trigger and all commercials shot outside the United States or Canada shall continue to be governed by the terms of the prior "Covid-19 Commercial Production Safety and Testing Protocol Agreement" which was entered into December 1, 2020, and as amended April 30, 2021, and June 30, 2021 is attached hereto as Appendix "C", and is incorporated herein by reference, except that the provisions set forth in both paragraph 18 "Mandatory Vaccinations" and paragraph 7 "Compensation for Testing and Screening" shall be available to all commercial productions regardless of where shot or whether the metropolitan area or county it is shooting in has met the Escalation Trigger set forth in this Extension

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Motion Picture Division of the Teamsters and the Secretary-Treasurer of Teamsters Local 399 shall use their best efforts to ensure that fully vaccinated drivers are made available for those positions.

<sup>2</sup> As of the date of execution of this Extension Agreement, this refers to individuals who are 12 years of age or older.