

Local 764 Summary of the Agreement between IATSE and the AMPTP

September 23, 2020

The IATSE and the AMPTP have concluded negotiations for a temporary agreement intended to last only the duration of the COVID-19 pandemic. The full 58 page agreement is posted in the members section of the Local 764 website, along with a 13 page summary prepared by the IATSE International ([Click Here](#)). This short summary has been prepared by Local 764 for the convenience and information of our members.

The Agreement took effect on September 21, 2020 and will continue through April 30, 2021. Both parties have agreed to meet at period intervals, to discuss whether to make and modifications to the agreement based on information available at that time.

It is important to note that all shows are still required to prepare an individual safety plan that conforms to the current New York State Media Guidelines and this agreement and distribute it to all employees and the union.

Testing (Page 4-12)

Employees will be tested at least once prior to the start of work and periodically during the project. The frequency of testing will be determined by an individual's designated "Zone." In the event an employee tests positive the producers are required to follow CDC and/or state/local guidelines for that individual and all employees who were exposed to the person who tested positive. Specific language is also included about the types of tests, testing in connection with air travel, areas with a low/high infection rate, and employees hired with short notice.

Compensation for Time Spent Screening (Page 13)

Employees who take a pre-employment test, outside their home, will receive a stipend of \$250.00. This stipend will also cover payment for time spent undergoing Covid-19 training, if the training is given before an individual completes their start paperwork, and lasts for one hour or less. Employees who undergo a test at home on a day they are not working for the producer will receive a stipend of \$20.00.

Health Assessment (Page 13)

All employees will be required to complete a health assessment survey prior to the start of work each day and temperature checks may also be completed daily. Time spent undergoing a health screening prior to reporting to work will be paid but will not affect the employee's start time, mealtimes, rest periods or overtime.

CoVid-19 Compliance and Enforcement (Page 15)

The agreement mandates that a CoVid-19 Compliance Supervisor who is responsible for CoVid-19 safety compliance and enforcement will be designated on each production. At least one individual who is responsible for compliance and enforcement must be physically present from general crew call through camera wrap. Department Heads may be asked to execute the COVID-19 Compliance Supervisor's directives with respect to the employees in their department. Employees should report violations of the Producer's COVID-19 health and safety protocols to their Department Head who must contact the Compliance Supervisor to resolve any issues. The producer may also set up a safety hotline or designate an individual to receive these reports directly from employees. In the event that wardrobe employees are asked to spend time during their workday to perform these or other duties related to CoVid-19 compliance and enforcement, this work will be paid as per the applicable collective bargaining agreement.

Training (Page 18)

The IATSE Training Trust Fund (IATTF) will develop a CoVid-19 health and safety protocol training for all employees in conjunction with the Industry-wide Joint Labor-Management Safety Committee. Once this training has been created, successful completion shall be required before an individual can begin working. Employees who take this training outside of a workday will be paid \$20.00 per hour for each hour spent attending training.

Personal Protective Equipment (Page 19)

Under this agreement face coverings are always to be worn when on the job site, except when eating, drinking, or when an individual is prevented from wearing one by their job duties. Any necessary face coverings, including face shields and goggles, must be provided by the employer. This agreement allows the use of personal face coverings, provided the coverings follow the employer's safety requirements and are approved by the CoVid-19 Compliance Supervisor.

Temporary CoVid-19 Paid Sick Leave (Page 19)

After starting work individuals will be eligible for COVID-19 specific paid sick leave, without any accrual period. The temporary CoVid-19 sick pay is for eight (8) hours per day based on an employee's contracted rate and is subject to benefit payments. This leave may be used if an individual has tested positive, exhibited symptoms, been required to isolate by a Producer/Public official/Healthcare provider, and/or a member of their household has tested positive or become symptomatic. Individuals may also use this leave to provide care for a child or senior whose care provider is closed due to COVID-19. The agreement also contains provisions for paid sick leave while on distant locations and the process for returning to work after using the COVID-19 paid sick leave.

Payment for Required Isolation or Self-Quarantine (Other than for an Eligible CoVid-19 Event) (Page 25)

The employer has agreed to pay for time spent in quarantine when requested by the producer or because the law of the state where production is taking place requires it. These sections of the agreement include details on time spent in quarantine before work starts or after work has begun. The quarantine pay section provides that five days of the work week are paid at an eight (8) hour minimum and the final two days (the weekend) are paid at four (4) hours with, full benefits paid for all quarantine days.

Meals and Individual Packaging/Electronic Receipt of Documents/Remote Work (Pages 29 - 31)

The agreement also addresses food, shared documents and working remotely. Communal food is prohibited, meals and snacks will be served in individually packaged or wrapped portions. Electronic documents are encouraged, but hard copies will be provided in the event an individual does not have access to the necessary technology. Specific language regarding equipment and training for employees assigned to work remotely has also been agreed to, and is contained in the full agreement.

Contact Tracing (Page 29)

Contact tracing is also addressed in the agreement. Productions may ask employees to participate in systems which use punch cards, apps or electronic devices. However, the use of these devices may only be for the purpose of CoVid-19 tracing of individuals or enforcing social distancing protocols.

Electronic Transmission (Page 33)

If electronic transmissions are used on a production, Local 764 workers may be included in the groups that need to have access, along with other craft and union representatives who would normally have access to monitors.

Portions of the Industry-Wide Labor-Management Safety Committee Task Force White Paper will be incorporated into this agreement. A full copy of the White Paper can be found on the Local 764 website. ([Click Here](#)) Portions of the agreement do not apply at all to Local 764 as they address contractual provisions of the other IATSE Locals. These include standby/relay calls and "On-Call" Employees and "Zone D" employees.

All Local 764 agreements are still in full force and affect.