

Hollywood unions ratify return to work agreement dictated by giant corporations

By Marc Wells
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After months of negotiations behind closed doors, the Hollywood unions have reached a return-to-work agreement that will expose entertainment industry workers to the COVID-19 contagion as television and film production resumes.

The Teamsters, the Basic Crafts Unions, the Directors Guild of America (DGA), the Screen Actors Guild-American Federation of Television and Radio Artists (SAG-AFTRA), the International Alliance of Theatrical Stage Employees (IATSE)—reached the deal earlier this week with the Alliance of Motion Picture and Television Producers (AMPTP). The latter includes Paramount, Sony, Disney, Warner Bros. and other major movie studios, most broadcast and cable television networks, as well as independent film and television production companies. The deal is a waiver handed out to the major companies for the resumption of production that was halted with the March lockdown due to the pandemic.

The agreement went into effect on September 21 and will be effective until April 30, 2021. Its framework is a unions' report issued last June, deceitfully named "The Safe Way Forward." While the document has been presented as based on science, it clearly specifies the high risks involved, but essentially concludes, "Taking action based upon these guidelines is an essential and necessary element of any such return to work."

In the report, lab-based PCR diagnostic testing is deemed as the cornerstone for a safe work environment and it is applied to every cast and crew member before the first workday, then only periodically.

While testing is certainly one of several science-based measures to monitor and possibly control the spread of the virus, its inadequate application only seeks to justify the dangerous reopening of the industry

amid a contagion that has already killed 200,000 people in the US and nearly one million worldwide.

The agreement signed this week adopts the unions' test-based premise, as well as the use of protective equipment (on the basis of availability) and a "zone system" that would supposedly segment interaction between workers on the basis of their tasks.

Zone A is the area where all activity takes place without protective equipment or social distancing. It can be as large as necessary, can function for several hours and can exist as a bubble within Zone B. Testing occurs three times a week.

Zone B is the rest of the production where social distancing as well as protective equipment requirements are supposed to be observed. According to the unions' recommendation, "people cleared to work in Zone A ONLY come into contact with people in Zone B who are rigorously practicing physical distancing." Testing in Zone B will take place once a week.

Zones C and D include other workers in production areas other than the set or employees associated with the production, who are able to wear protective equipment at all times.

This classification alone should be sufficient to give an idea of how vulnerable such environments will be. All that is required to access Zones A and B is a test within the last 48 hours. Moreover, the agreement is subject to testing availability: in case of a shortage, the "Producers and Unions shall discuss the possibility of appropriate adjustments in the foregoing testing requirements." In other words, the protocol is arbitrary and subject to the market law of supply and demand, not to a rational plan for the preservation of social health care.

The unions admit that to "**mitigate the risk of people**

getting sick when they are violating every physical distancing guideline for hours on end, for weeks at a time” ultimately comes down to “a lot of testing” [emphasis in original]. However, testing will occur once or three times a week, depending on the zone, inevitably exposing workers to a relatively high risk of contagion.

Other provisions, such as a meager 10-day sick leave and a quarantine pay based on the scale for the employee’s job classification/applicable minimum, are completely insufficient, especially in light of the risks involved. First, the experiences of the last six months and the scientific evidence show a high number of long-term cases, certainly longer than 10 days.

Additionally, after quarantine a worker can only be reinstated in the case “the position continues to exist, or the role has not been recast.” Due to the nature of film and television production and its strict schedule, it is quite possible that a quarantine period will result in the job being lost, along with pay, which is replaced by the reduced minimum scale quarantine pay.

Anyone who has worked on a set knows that such a zone system cannot be enforced. Social distancing is often impossible for those who handle equipment. Film and television work are very physical and collaborative. Sanitizing common surfaces, bathroom sharing and, importantly, air ventilation and purification, are not properly addressed in the new agreement. The only reference to bathrooms is in consideration of possible additional units whose cost “shall be excluded from consideration of whether a program falls within a given budget tier.”

As for ventilation, the airborne nature of this virus makes it necessary for sets and recording studios to retrofit the air systems. Instead, the new protocol includes mere suggestions such as “Allow adequate ventilation of indoor locations” or “[i]n indoor spaces, ventilation systems and other measures should be used to increase circulation of outdoor air as much as possible.” This assures that the virus will be easily transmitted.

Responding to the collaboration of the unions, the AMPTP wrote that it “wishes to express its appreciation not only to the unions, but to the hundreds of others who became involved in the return-to-work effort for their willingness to collaborate to resolve the difficult workplace issues presented by operating in a

coronavirus world.”

Such a statement makes it clear that there is no dividing line between the interests of the corporations and the unions, which have agreed to risk the lives and health of thousands of entertainment workers.

In typical fashion, the unions announced the agreement to their membership as an accomplished fact, with no consultation or ratification vote. Each union is now announcing webinars in which members will be force-fed a corporate decision. “The new measures will be implemented by employers in order to minimize the risk of transmission,” the unions said in a joint statement.

Perhaps the most revealing statement came from IATSE president Matthew Loeb, who said, “Though this process was not easy, unprecedented inter-union collaboration and unwavering solidarity enabled our unions to achieve strong COVID-19 protections that will translate into tangibly safer workplaces.”

Both the unions and companies are exploiting the precarious economic situation of entertainment workers to push through this deadly return to work. As the bitter experiences of workers in the auto, meatpacking, health care and other industries shows, whatever safety “theatre” is employed to justify reopening will be quickly abandoned to increase productivity and profits.

Entertainment workers, like their brothers and sisters in every other sector of the economy, must take matters in their own hands: form rank-and-file safety committees, advance demands on the basis of independent science and fight to prepare a general strike in unity with the entire working class.

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