

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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President

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VIA EMAIL

January 27, 2023

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National Executive Director
Directors Guild of America, Inc.
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(russh@dga.org)

Matthew D. Loeb
International President
International Alliance of Theatrical Stage
Employees and Moving Picture
Technicians, Artists and Allied Crafts of
the United States, its Territories and
Canada

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Local #817/I.B.T. Theatrical Drivers and
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New York, New York 10001
(iapresident@iatse.net)

Re: February 1, 2023 Return to Work Agreement

This letter is to memorialize the parties' agreement on a new Return to Work Agreement as of February 1, 2023, under which the terms of Parts I and II of the Return to Work Agreement as of July 19, 2021, as modified by the letter agreements dated February 15, 2022, May 6, 2022, July 16, 2022 and October 23, 2022, are further modified as indicated below. The Agreement shall expire on April 1, 2023.

1. **Eliminate Testing Requirements in Zones B and C - Part II**

Modify Part II of the Agreement as follows:

- a. Eliminate any pre-employment testing requirements for individuals who will be employed in Zone B or Zone C, and eliminate any periodic testing requirements for employees employed in Zone B.

For the avoidance of doubt, Producers retain the right to implement more stringent testing protocols than those required by the Agreement pursuant to Item 3.a.viii. of the Agreement, and if a Producer exercises its right to require additional categories of employees to undergo pre-employment testing, any pre-employment tests required by the Producer will be subject to the third paragraph of Item 3.a.ii.(2) of Part II (which specifies that offers of employment are contingent on the prospective employee undergoing pre-employment test(s) required by the Producer which yield(s) a negative result, with the exception of certain individuals traveled by air prior to conducting and/or obtaining the results of the pre-employment test(s)).

- b. If the Producer identifies an employee employed in Zone B or Zone C as having come into “close contact” with an individual who has tested positive for COVID-19, the Producer shall make a COVID-19 test available to the Zone B or Zone C employee upon the employee’s request.

2. **COVID-19 Compliance Supervisor – Parts I and II**

Eliminate the requirement under Parts I and II of the Agreement that the COVID-19 Compliance Supervisor or a member of the compliance team be physically present on the production (when such requirement currently applies), provided that the COVID-19 Compliance Supervisor or a member of the compliance team is accessible at all times during working hours, which may include via telephone.

3. Temporary COVID-19 Sick Leave – Parts I and II

All employees shall have a total of five (5) days of temporary COVID-19 paid sick leave per Producer, which may be used during the period beginning February 1, 2023 and ending on April 1, 2023, to cover one or more Eligible COVID-19 Events.

Sincerely,



Carol A. Lombardini
CAL;vwl

ACCEPTED AND AGREED:

By: _____
Duncan Crabtree-Ireland
on behalf of SAG-AFTRA

ACCEPTED AND AGREED:

By: _____
Russell Hollander
on behalf of the DGA


ACCEPTED AND AGREED:

By: _____
Thomas J. O'Donnell
on behalf of Teamsters Local #817 and
Casting Directors

ACCEPTED AND AGREED:

By: _____
Lindsay Dougherty
on behalf of the Basic Crafts Unions and
Teamsters Local #399 Location Managers
and Casting Directors

ACCEPTED AND AGREED:

By:  _____
Matthew D. Loeb
on behalf of the IATSE