

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

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**VIA EMAIL**

January 23, 2023

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Matthew D. Loeb  
International President  
International Alliance of Theatrical Stage  
Employees and Moving Picture  
Technicians, Artists and Allied Crafts of  
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President  
Local #817/I.B.T. Theatrical Drivers and  
Helpers  
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Great Neck, New York 11021  
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**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: \_\_\_\_\_  
Lindsay Dougherty  
on behalf of the Basic Crafts Unions  
and Teamsters Local #399 Location  
Managers and Casting Directors

**ACCEPTED AND AGREED:**

By: \_\_\_\_\_  
Russell Hollander  
on behalf of the DGA

**ACCEPTED AND AGREED:**

By: \_\_\_\_\_  
Matthew D. Loeb  
on behalf of the IATSE

**ACCEPTED AND AGREED:**

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