

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403  
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amtp.org

Carol A. Lombardini

Direct: 818.935.5930  
President carol@amtp.org

**VIA EMAIL**

May 6, 2022

Duncan Crabtree-Ireland  
National Executive Director  
SAG-AFTRA  
5757 Wilshire Boulevard  
Los Angeles, California 90036  
(dci@sagaftra.org)

Lindsay Dougherty  
Secretary Treasurer  
Studio Transportation Drivers, Local #399  
P.O. Box 6017  
North Hollywood, California 91603  
(ldougherty@ht399.org)

Russell Hollander  
National Executive Director  
Directors Guild of America, Inc.  
7920 Sunset Boulevard  
Los Angeles, California 90046  
(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

Thomas O'Donnell  
President  
Local #817/I.B.T. Theatrical Drivers and  
Helpers  
817 Old Cuttermill Rd.  
Great Neck, New York 11021  
(tj@local817.com)

207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10001  
(iapresident@iatse.net)

**Re: May 1, 2022 Return to Work Agreement**

This letter is to memorialize the parties' agreement on a new Return to Work Agreement as of May 1, 2022, 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 agreement dated February 15, 2022, are further modified as indicated below. The Agreement shall expire on July 15, 2022.

**Modifications to "Part II" of the July 19, 2021 Return to Work Agreement to be Incorporated in the May 1, 2022 Return to Work Agreement:**

1. **Item 1.e. (Reinstatement of More Stringent Protocols)** – Modify the "triggers" for escalating and de-escalating the protocols between Parts I and II for productions in the United States and Canada as follows:

- a. Productions shall utilize the protocols contained in Part I in a metropolitan area (or county if there is no metropolitan area) or Province, as applicable, that meets the following metric (hereinafter, the “Escalation Trigger”): 8 or more new weekly COVID hospital admissions per 100,000 people over a seven-day interval (as reported by covidactnow.org for work performed within the United States). Those productions shall utilize the protocols contained in Part I immediately if the Escalation Trigger is met as of May 1, 2022.

If the metropolitan area (or county if there is no metropolitan area) or Province, as applicable, meets the Escalation Trigger subsequent to May 1, 2022, productions located in those areas shall immediately implement the masking requirements provided in Part I, but in no case later than 24 hours after the day on which the Escalation Trigger has been met, and shall utilize the other protocols contained in Part I as soon as practicable but no later than seven (7) days after the day on which the Escalation Trigger has been met.

- b. Productions may immediately utilize the protocols contained in Part II of the Return to Work Agreement in a metropolitan area (or county if there is no metropolitan area) or Province, as applicable, in which the Escalation Trigger is not met or is no longer met.

*(Make conforming changes.)*

2. **Item 2.b.v. (Visual Identifiers)** – Eliminate Item 2.b.v. from the Agreement, which requires a Producer to establish a system by which an employee’s entitlement to work under protocols applicable to vaccinated persons is visibly identified.
3. **Testing** –
  - a. **Types of Tests** –
    - i. To the extent that the Agreement currently requires use of a particular type of test (*e.g.*, a lab-based PCR diagnostic test or a rapid test), the Producer may instead use either a PCR diagnostic test, rapid test, agreed-upon antigen test or a LAMP molecular test, but must continue to adhere to the timelines for the administration of tests and the return of test results that are outlined in the Agreement. However, if a Producer is using an agreed-upon antigen test for pre-employment testing, the Producer shall test the prospective employee three times prior to the start of employment as follows: the first test must be administered two days prior to the prospective employee’s start date, the second test must be administered one day prior to the prospective employee’s start date, and the third test must be administered on the day the prospective employee is scheduled to start employment and the result must be obtained prior to the start of

employment. If the prospective employee tests positive on the day that the prospective employee is scheduled to start employment, the individual shall be paid the applicable testing stipend in Item 3.d.i. for testing on a day in which an individual does not work for the Producer. If the prospective employee tests negative, the time spent undergoing the test shall be considered work time, except that a test taken at home shall not start the employee's work time.

- ii. The following two antigen tests will be added to the list of agreed-upon antigen tests set forth in the letter agreement of the parties dated February 15, 2022: Artron and BTNX. The parties may mutually agree to additional antigen tests during the term of the Agreement.
- b. **Item 3.a.iii. (Periodic Testing Requirements)** – Modify Items 3(a)(iii)(1)(A)-(C) such that the testing requirements currently applicable to employees who are “fully vaccinated” apply to all employees regardless of vaccination status. Eliminate Item 3(a)(iii)(2) (testing applicable to those not “fully vaccinated”). Allow approved antigen tests to be used in place of a required PCR or LAMP test, but only if the employee is tested at least three (3) times per week.

For any at-home or self-administered antigen test permitted under this Agreement, the Producer must implement a system for verifying the administration and results of such tests.

4. **Item 7.a. (Face Masks)** – Replace Item 7.a. with a requirement that Producers provide all employees with face masks. Such masks are to be worn by employees at all times while riding in a vehicle with others. For the avoidance of doubt, pursuant to the last paragraph of Item 7, the Producer may implement a reasonable policy regarding personal protective equipment that is more stringent than the guidance of local government authorities for the purpose of maintaining a safe working environment.

Incorporate the following provision from Appendix A related to make-up and hair personnel in the Agreement:

“Unless the 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.”

- 5. **Item 10 (Meals and Individual Packaging)** – Eliminate Item 10, which describes protocols applicable to meal service.
- 6. **Item 19 (White Paper), Exhibit A and Appendix A** –
  - a. Eliminate Item 19, which incorporates in the Agreement certain of the guiding principles and recommendations of the Industry-Wide Labor-Management Safety

Committee Task Force White Paper (as provided in Exhibit A). Eliminate Exhibit A and Appendix A from the Agreement.

- b. The third bullet point of Infection Control-General Infection Prevention Issues in Exhibit A shall be added as the fourth paragraph of Item 13 (Consent to Producers' COVID-19 Policies and Procedures):

“Fully vaccinated Union representatives may visit set workplaces in accordance with the applicable collective bargaining agreement and will be subject to any applicable testing requirements. Unvaccinated Union representatives exercising their rights to visit workspaces will be subject to the safety guidelines required of a visitor.”

- c. Add a new Item 19 to the Agreement, as follows:

“19. **Recommended Practices from Exhibit A and Appendix A**

“The parties incorporate the following recommendations from Exhibit A and Appendix A of the July 19, 2021 Return to Work Agreement. These recommended practices are intended to provide points of consideration and are offered as examples of the ways those involved in motion picture production, pre-production and post-production can organize their work environments. Depending on the circumstances, it may not be appropriate to utilize every practice described below.

“a. **Fourth bullet point of Infection Control-General Infection Prevention Issues in Exhibit A:**

“In indoor spaces, ventilation systems and other measures should be used to increase circulation of outdoor air as much as possible (e.g., by opening windows and doors, using fans and other methods).

“b. **Third bullet point of Protecting and Supporting Cast and Crew Health and Safety – Development of Symptoms in Exhibit A:**

“Cast and crew must be notified if they have been exposed to an individual who has exhibited symptoms of COVID-19 or who has tested positive for COVID-19.

“c. Third italicized heading under Physical Distancing in Exhibit A:

*“Audiences*

“On a case-by-case basis, live audiences may be used as long as audience members are fully vaccinated and undergo symptom screening on entry.

“An appropriate physical separation shall be maintained at all times between performers working without PPE and audience members. Medical professionals shall be consulted to determine the nature of the physical separation required for the safety of the performer in such situations.

“d. First italicized section under Advance Planning, Communication and Training in Appendix A:

*“Implementing advance planning, communication and training:*

“Call sheets should contain contact information for the COVID-19 Compliance Supervisor(s), as well as a mechanism for anonymous reporting.

“Any employee that does not receive a call sheet shall otherwise be notified by the employer of the contact information for the responsible COVID-19 Compliance Supervisor(s), as well as a mechanism for anonymous reporting.

“The Union will be notified in advance when employees are being asked to return to a worksite that was shut down due to an outbreak of COVID-19 and shall be given the opportunity to address any concerns.

“A Producer may implement any of those guidelines from the White Paper found in Exhibit A or Appendix A of the Return to Work Agreement dated September 21, 2020 or the Return to Work Agreement dated July 19, 2021, which do not appear in this Agreement.”

7. **Item 29.b. (Sanitization in Voiceover/ADR/Looping)** – Eliminate Item 29.b., which describes sanitization protocols in Voiceover/ADR/Looping.

**Modifications to "Part I" of the July 19, 2021 Return to Work Agreement to be Incorporated in the May 1, 2022 Return to Work Agreement:**

Part I of the Return to Work Agreement shall be modified only as follows:

1. To the extent that the Agreement currently requires use of a particular type of test (e.g., a lab-based PCR diagnostic test or a rapid test), the Producer may instead use either a PCR diagnostic test, PCR rapid test, or a LAMP molecular test, but must continue to adhere to the timelines for the administration of tests and the return of test results that are outlined in the Agreement.
2. Delete Item 7.a. (Face Masks) and replace it with the following: "Producers shall provide all employees with face masks, which must be worn by employees at all times when working indoors and while riding in a vehicle with others."
3. Delete the existing Items 16.a. and c. (Transportation) and replace Item 16.a. with the following: "When transportation is provided by the Producer, passengers who are fully vaccinated and passengers who are not fully vaccinated may ride in the same vehicle, so long as the vehicle is operating at no more than seventy-five percent (75%) capacity."

Sincerely,

  
Carol A. Lombardini  
CAL;gjp

**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

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

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Matthew D. Loeb  
on behalf of the IATSE

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and Casting Directors