

September 25, 2023

STRIKE TERMINATION AGREEMENT OF 2023

This Strike Termination Agreement (“Agreement”) is entered into as of September 25, 2023, with reference to matters which have occurred during the period from May 2, 2023, through September 26, 2023, inclusive (the “strike period”), in relation to the fact that the Writers Guild of America, West, Inc., and the Writers Guild of America, East, Inc. (jointly “WGA” or “Guild”) have concluded negotiations with the Alliance of Motion Picture and Television Producers, Inc. and the Companies represented by it (“AMPTP”) and the Networks (ABC, CBS and NBC) (collectively “Companies”) for the 2023 Writers Guild of America Theatrical and Television Basic Agreement (“2023 MBA”).

Based upon the foregoing facts and in consideration of the mutual promises and covenants contained herein, the Guild and the Companies agree as follows:

1. Effective Date

This Agreement shall be effective upon ratification by the Guild’s membership of the 2023 MBA.

2. Return to Work

(a) Any striking writer who, prior to the strike period, was employed by a Company on a project or show (“show”) shall be returned to such employment upon termination of the strike, provided that writing services continue to be performed for the show. The Company shall be under no obligation to return a writer to employment on a show that has been: (1) abandoned; or (2) completed; or (3) cancelled; or (4) for which additional (or new) episodes are not being produced and for which writing services are no longer to be performed on the episodes which are not being produced. When the size of a writing staff for a show has been reduced for business reasons, the Company shall have discretion as to which writers to return, subject to obligations under writers’ personal service agreements (“PSAs”). Provided, however that no replacement writer hired during the strike period shall be retained on a show over a striking writer who offers to return to work on the same show on which he or she was employed when the strike began. Nothing in this Agreement shall expand or diminish the right of a Company to fulfill any reinstatement obligations under this Agreement by the payment of compensation under a writer’s PSA. In other words, this Agreement does not change a Company’s pay-or-play rights under a writer’s PSA.

(b) This Agreement shall not require the reinstatement of writers on overall deals; provided, however, that a writer on an overall deal who has been assigned to perform writing services on a particular show shall be returned to employment on that show provided that the

conditions set forth in the second sentence of 2.(a) above are inapplicable. Nothing in this Agreement requires reinstatement of the overall deal.

(c) Nothing in this Agreement shall require payment to a writer for any project, motion picture or episode if same was not produced and no writing services on the same were rendered.

3. Extension of Contract Periods

The PSAs of striking writers are deemed automatically suspended during the strike period by operation of Article 7 of the MBA. This Agreement shall not require any Company to extend the PSA of a striking writer except as follows. The Company shall extend the PSA of a writer who: (a) was working on a show at the time the strike began; and (b) the show remains in production after the strike period; and (c) the PSA expired by its terms during the strike period (but not after September 26, 2023) or a regular notice or option date occurred during the strike period, (but not after September 26, 2023) and the Company exercised its right of termination under the PSA. In such event, the Company will, after the strike period, extend the PSA for a period equal to the portion of the contract term that elapsed during the strike period. As an illustration, if a writer had six weeks remaining on his contract term on the first day of the strike period, the PSA will be extended by six weeks after the strike period. By contrast, if the PSA did not expire during the strike period, or if the Company's termination option was not exercised during the strike period, any extension (and the length of the extension) of the PSA following the strike period is at the Company's sole discretion. As provided above, nothing herein affects the Company's pay-or-play rights under a writer's PSA.

4. Disputes Regarding Terminations; Reservation of Rights

Disputes concerning a Company's termination of a writer's PSA (including overall deals) shall not be subject to arbitration under the MBA. Nothing in this Agreement waives, modifies or otherwise affects rights, defenses, counterclaims or remedies available to any writer or any Company in any suit or action arising out of the termination of a PSA, including overall deals, during the Strike Period.

5. Unfair Labor Practice Charges

The Guild and the Companies agree to request withdrawal, with prejudice, of the unfair labor practice charges in NLRB Case No. 31-CA-322088 (WGAW v. NBCUniversal Media, LLC) and any and all other charges which they have filed arising from either the negotiation of the 2023 MBA or the strike conducted in connection therewith. The claims set forth in the withdrawn charges shall not be refiled. The WGA specifically reserves its right in the future to file charges under Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, alleging that decisions made by a Company with regard to the termination or reinstatement of a striking writer, or other employment decisions, constituted discrimination on the basis of protected/concerted activity.

6. Enforceability of Obligations

The parties recognize that, during the strike period, claims may have arisen concerning the obligations of the WGA and Companies under the 2020 MBA and its predecessors. Such claims that arose during the strike period shall not be subject to arbitration under the MBA, except by mutual consent of the Guild and the Company involved. This Agreement shall not limit the right of either party to pursue claims concerning such rights in other forums (*e.g.*, court, NLRB), subject to the obligation of the Guild or Company to first file a grievance under the MBA procedures and, failing resolution, instituting formal legal proceedings.

7. Credits for Material Written During the Strike Period

The writing credits, if any, that the Companies may have been or may be given in connection with episodes or motion pictures produced during the strike period do not violate any WGA MBA. Further, writing credits, if any, that the Companies may have been or may be given for material written during the strike period but airing following the end of the Strike Period do not violate any WGA MBA.

8. Health Fund Eligibility

The parties agree jointly to recommend to the Health Fund Trustees that participants who would otherwise lose eligibility immediately following an earnings cycle that included all or a portion of the strike period (*i.e.*, an earnings cycle that ended or will end on June 30, 2023, September 30, 2023, December 31, 2023, March 31, 2024, or June 30, 2024) be provided with an additional three months of coverage at the end of such earnings cycle. Each such writer will receive the additional quarter of coverage and have a 3-month extension of his or her earnings cycle. Each such writer who has 10 or more banked points as of October 1, 2023, must use banked points for this extended quarter in accordance with the Extended Coverage Program.

The parties also agree jointly to recommend to the Trustees that self-pay entitlement be extended for three months, without subsidy, for participants who exhausted or will exhaust their COBRA eligibility as of June 30, 2023, September 30, 2023, December 31, 2023, March 31, 2024, or June 30, 2024.

9. Enforcement of This Agreement

Any dispute or claim concerning the interpretation or application of this Agreement shall be subject to the grievance and arbitration provisions of the 2023 MBA.

10. Entire Agreement

This Agreement constitutes the entire agreement of the parties on this subject matter and supersedes and replaces all prior negotiations, all proposed agreements and all agreements, whether written or oral, concerning the subject matter hereof. This Agreement may not be

modified or changed except by a writing signed by all of the parties. This Agreement may be signed in counterparts.

ACCEPTED AND AGREED:

WRITERS GUILD OF AMERICA, WEST, INC.,
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Ellen Stutzman
Assistant Executive Director, WGAW

Date:

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, INC.
On behalf of its respective signatory companies

By: _____
Carol A. Lombardini

Date:

American Broadcasting Companies, Inc.

CBS Broadcasting, Inc.

By: _____
Marc L. Sandman

By: _____
Sheldon Kasdan

National Broadcasting Company, Inc.

By: _____
Russell Wetanson