

# 2023 TV/Theatrical/Streaming Strike Suspension Agreement

## I. STRIKE SUSPENSION AGREEMENT

- A. Suspension of Strike: Union has agreed to suspend the strike effective November 9, 2023.
- B. Return to Work
1. Striking performers who were employed on a project prior to the strike shall be returned to such employment unless the project:
    - a) Has been abandoned;
    - b) Completed;
    - c) Canceled; or
    - d) The order has been reduced or the performer's services are no longer required, except that: in the case of a series contract performer or performer guaranteed seven or more parts on a multi-part closed-end series, the performer's guarantee shall not be reduced to fewer than seven episodes or parts unless the performer's PSA so provides
  2. Reduction of Episodes: Where a Producer permissibly reduces a performer's guarantee pursuant to this Agreement, the Producer may require the performer to execute a new contract or amend the existing one to reflect the reduced guarantee at the same episodic fee as was provided in the contract prior to the strike.
  3. Notice: The producer must inform the performer within 45 days of November 9, 2023 if any of the foregoing applies and, if the guarantee is reduced, the producer shall also specify the new guarantee at that time.
  4. Notice to Performer: Notice obligations under Section 43 of the TVA are waived for performers who are called back to work prior to January 31, 2024.
  5. Conflict Free Window: For performers who commence principal photography services for a following season prior to January 31, 2024 on shows that completed principal photography for the season on or after May 1, 2023, the requirement for a conflict-free window (or penalty fee) is waived.
  6. Extension of Options: Option periods and exercise dates are deemed automatically suspended during the strike period and automatically extended for a like period of time.
  7. Span, Work Time, Consecutive Employment, Drop/Pickups: For anyone employed on a season of a show prior to the strike and who will resume work on that season after the strike, the period beginning July 14, 2023 and ending on the date the performer returns to work (but in no event later than January 31, 2024) shall be excluded from the calculation of span, work time, consecutive days of employment, and drop and pick-up obligations.
- C. Effective Date of the Agreements: The parties agreed that November 9, 2023, shall be treated as the effective date for the start of the term of the Agreements and increases in (a) the first year minimum salary rates, (b) the stunt coordinator flat deal first year minimum salary rates, and (c) the background actor, stand-in, and photo double first year wage increases.
- D. SAG-AFTRA Health Plan Eligibility: Union and AMPTP will jointly recommend to the SAG-AFTRA Health Plan 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 September 30, 2023, December 31, 2023, March 31, 2024, June 30, 2024, or September 30, 2024) be provided with additional coverage at the end of such earnings cycle as follows:
1. Active participants that have an amount of earnings or days during the eligibility period equal to the proportion of the eligibility period between May 2, 2023 and the suspension date of the strike to the duration of

- the eligibility period multiplied by the applicable eligibility requirement (earnings or days)(see chart below) will receive an additional quarter of coverage and have a one quarter extension of their earnings cycle; or
2. Active retirees that have an amount of earnings or days during the eligibility period equal to the proportion of the eligibility period between May 2, 2023 and the suspension date of the strike to the duration of the eligibility period multiplied by the applicable eligibility requirement (earnings or days) (see chart below) will receive an additional four quarters of coverage

- E. Extended Career COBRA benefit extension: Union and AMPTP also will jointly recommend to the SAG-AFTRA Health Plan Trustees that the Extended Career COBRA benefit be extended for three months for participants who exhausted or will exhaust their Extended Career COBRA eligibility as of September 30, 2023, December 31, 2023, March 31, 2024, June 30, 2024, or September 30, 2024.

Benefit Period		Base Earnings Period		Months Impacted by WGA and SAG-AFTRA Strikes	Prorated Earnings Requirement	Prorated Alt. Days Requirement
1/1/2024	12/31/2024	10/1/2022	9/30/2023	5	\$ 15,441	60
4/1/2024	3/31/2025	1/1/2023	12/31/2023	6	\$ 13,235	51
7/1/2024	6/30/2025	4/1/2023	3/31/2024	6	\$ 13,235	51
10/1/2024	9/30/2025	7/1/2023	6/30/2024	4	\$ 17,647	68

- F. Disputes
1. Disputes regarding termination are not subject to arbitration under the CBA except by mutual consent of the Union and the Producer involved. The Strike Suspension Agreement, however, does not affect rights, defenses, counterclaims, or remedies available in any suit or action.
  2. Unfair Labor Practice Charges: The union agrees to withdraw charges which it filed arising from either the negotiation of the 2023 Agreements or the strike. Both parties agree not to file new charges.
  3. Claims regarding the 2020 CBA or TVA that arose during the strike are not subject to arbitration under the CBA except by mutual consent of the Union and the Producer involved. The Agreement, however, does not limit the right of either party to pursue claims in other forums.
  4. Enforcement of the Strike Suspension Agreement shall be subject to the grievance and arbitration provisions of the 2023 CBA and TVA.
- G. O-1 Visa Processing: The union agrees to cooperate with the AMPTP and relevant government agencies to expedite the processing of O-1 visa.
- H. Failure to Ratify: The Suspension Agreement will cease to be effective in the event the membership fails to ratify the 2023 CBA and TVA, in which case the parties shall revert to the 2020 Codified Basic and Television Agreements.