

2018-2022 MEMORANDUM OF AGREEMENT SAG-AFTRA PUBLIC TELEVISION AGREEMENT

This Memorandum of Agreement (“MOA” herein) reflects the complete understanding reached between the Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA” herein) and public television companies, including but not limited to WGBH, Thirteen Productions, LLC, KCET, KQED, WQED Multimedia, Twin Cities Public Television, Inc., Sesame Workshop, and WETA (“Public Television” or “Public Television Companies” herein), together referred to as “the parties,” regarding agreed-upon modifications to the 2013-2016 SAG-AFTRA Public Television Agreement (“2013-2016 PTV Agreement” herein). The language in this MOA is not contract language, except where the context clearly indicates otherwise. Except as modified herein, the terms of the 2013-2016 PTV Agreement shall remain unchanged. Although the parties intend to reduce this MOA to a full collective bargaining agreement, the terms of the 2013-2016 PTV Agreement along with the changes indicated below shall constitute the terms and conditions of the successor agreement to the 2013-2016 PTV Agreement, referred to herein as the “2018-2022 PTV Agreement.” A copy of the rate sheet reflecting the changes per Section 3—Wages and Fees—below is attached hereto and incorporated herein.

1. Single Public Television Agreement (Union Proposal No. 1)

The 2018-2022 PTV Agreement shall be the successor agreement to the 2013-2016 PTV Agreement, and shall also be deemed the successor agreement to the 2002-2005 Legacy-SAG Public Television Agreement. The 2018-2022 PTV Agreement shall incorporate the provisions of the 2013-2016 PTV Agreement, subject to the modifications agreed to during the 2017-2018 negotiations, as set forth in this MOA.

Grandfathered Series – For any series covered under the 2002-2005 Legacy-SAG Public Television Agreement which is already in production on or before November 7, 2017, the 2002-2005 Legacy-SAG Public Television Agreement terms and conditions shall continue to apply, except that:

- a. For any work taking place on or after the effective date of the successor agreement, minimum rates and fees shall be as provided in the 2018-2022 PTV Agreement; and
- b. For any work taking place on or after the effective date of the 2018-2022 PTV Agreement, Producer shall continue to make contributions to the same pension plan to which contributions were made prior to such date, except that the contribution rate shall be as provided in the 2018-2022 PTV Agreement.

2. Term (Union Proposal No. 2)

The term of the 2018-2022 PTV Agreement shall be for four (4) years, from July 21, 2018, until July 20, 2022.

3. Wages and Fees (Union Proposal No. 3)

a. General - Increase the rates in the following sections and/or performance categories by 2.5% effective July 21, 2018; 3% effective July 21, 2019; 3% effective July 21, 2020; and 3% effective July 21, 2021:

Informational/Educational Programs:

- 5.A.1 - Performers (including Actors, Soloists, Duos, Stunt persons, Puppeteers, Narrators);
- 5.A.2 - Performers speaking 5 lines or less;
- 5.A.3 - Background Actors/Walk-ons;
- 5.A.4 - Group Singers and Dancers (3 or more);
- 5.A.6 - Stand-ins.

Cultural/Entertainment Programs:

- 5.B.1.a - Performers (including Actors, Soloists, Duos, Stunt persons, Puppeteers, Narrators);
- 5.B.1.b - Background Actors/Walk-ons;
- 5.B.1.c - Stand-ins;
- 5.B.2 - Group Singers and Dancers (3 or more);
- 5.I(1,2,3,4) - Sportscasters and Assistant Sportscasters.

Other:

44-News Inserts.

b. The following payments shall be increased by the amounts below, effective July 21, 2019:

- 5.E.1 - Additional Release payment shall increase from \$49 to \$50
- 6.A - Extended Broadcast payment shall increase from \$137 to \$150
- 6.B - Foreign Broadcast payment shall increase to from \$143 to \$150
- 6.C - Audio-Visual payment shall increase from \$85 to \$90

c. Amend Paragraph 5(A)(5) as follows:

“5. Announcers Off-Camera (10 lines or less, limited to bridging, openings and closings) and Translation Voice-Over (10 lines or less) — 80% of the Performer rate. In the event that a Translation Voice-Over session exceeds two (2) hours, the fee shall be 100% of the Performer rate.”

4. Health and Retirement (Union Proposal No. 6)

Amend section 28(A)—Health and Retirement to provide for a contribution rate of 17% beginning on the effective date of this agreement (17.1% including AICF).

5. Photography of Legitimate Stage Plays (Union Proposal No. 13)

Add a new paragraph numbered Paragraph 5(B)(3) titled "Photography of Legitimate Stage Plays" as follows:

"Producer will give SAG-AFTRA as much notice as is reasonably practicable, but no more than thirty (30) days, of the employment of any performer in a broadcast television program to be made from a currently running legitimate stage play, or other stage performance, and which performance is staged substantially the same as the stage performance, and with substantially the same cast as the stage performance.

Failure to provide such notice is not subject to arbitration."

6. Advance Payment for Residuals – Informational/Educational Programs (Producer Proposal No. 3)

Add new section 5(F)(1)(e) as follows:

"e. Advance Payment for Residuals. Each contract between the Producer and the performer shall contain a separate provision for such additional compensation for extended broadcast rights, A/V, or foreign telecasts. There shall be the following limitations on advance payment for extended broadcast rights or foreign broadcast:

(1) The Producer may make any payment to a day performer for extended broadcast rights, A/V, or foreign telecasts at any time prior to the time of the use for which payment is made.

(2) Commencing with employment agreements entered into on or after the effective date of this agreement, the salary above which advance payment as described herein is permitted shall be scale.

The parties agree that no monies advanced to a performer may also be credited."

7. Descriptive Video Services ("DVS") (Producer Proposal No. 4)

a. Delete the fourth paragraph of Paragraph 5(H) as follows:

~~“The foregoing rates shall also constitute payment in full for up to 25,000 units of videocassette/video disc sales. Any sales beyond 25,000 units shall be paid for as a release to a Supplemental Market pursuant to the formula set forth in Paragraph 24 (Limitation on Use and Supplemental Markets).”~~

b. Modify the 5th paragraph of Paragraph 5(H) to provide that supplemental market or extended broadcast fees are payable only where the DVS producer is the same as the producer of the programs

c. Modify the 6th paragraph of Paragraph 5(H) to clarify that 100% payment is due only where the DVS is heard as part of the program as exhibited. Clarify that the 100% rate only applies when DVS producer is also the producer of the program, as exhibited.

8. Audio-Visual Use (Producer Proposal No. 6)

Modify the last paragraph of Paragraph 6(C) as follows:

“Audio-visual use shall mean the right to duplicate, distribute, and exhibit a program for direct exhibition in schools or colleges ~~(provided there is a demonstrable educational use of the program, or that it is part of an accredited course, e.g. PBS’s Adult Learning Service),~~ PBS Learning Media, churches, libraries, and similar institutions or entities for informational or educational purposes within a confined viewing environment by means of film, filmstrip adaptation, videotape, videodisc, videocassette, or cartridge or by any other audio-visual device or system now known or hereafter developed.”

9. Direct Broadcast Satellite (DBS) Exhibition (Producer Proposal No. 7)

Modify Paragraph 6(F) as follows:

“A program may be transmitted by Direct Broadcast Satellite (DBS) during the initial or extended exhibition periods of the program provided in Paragraph 5(E) or 6(A) above, ~~for payment of not less than the Supplemental Market participation fees set forth in Paragraph 24 (B)(3), below.~~ The independent transmission of a program on DBS during any period other than said periods of initial or extended exhibition of the programs distributed nationally by PBS shall require, ~~in addition to the payment of such amounts,~~ payment of the fees set forth in Paragraph 24 (B)(1)(a) and (b). This provision applies to programs produced under this and any prior AFTRA or SAG-AFTRA Public Television Agreement.”

10. Theatrical Exhibition and Limited Theatrical Exhibition (Union Proposal 7c and Producer Proposal No. 8)

a. Add a new subsection to Paragraph 6 titled “Theatrical Exhibition” which incorporates by reference the terms and conditions of Section 19 of the SAG-AFTRA

Television Agreement, "Additional Compensation for Theatrical Rights" with conforming changes.

b. Add a new sideletter titled "Limited Theatrical Exhibition of National Public Television Programs" which incorporates by reference the sideletter to the 2017 SAG-AFTRA Television Agreement titled "Limited Theatrical Exhibition of Series Episode(s) and MOWs" (contained in Section 20 of the 2017 Memorandum of Agreement between SAG-AFTRA and the AMPTP) with conforming changes and the following modifications:

i. Provisions for limited theatrical exhibition shall apply to all national public television programs, regardless of type or length. Limitation as to series episodes and MOWs, minimum series order, and program length, as contained in the aforementioned Memorandum of Agreement between SAG-AFTRA and the AMPTP shall not apply."

ii. Modify Section 20.a of the 2017 Memorandum of Agreement between SAG-AFTRA and the AMPTP, quoted section (1)(a) and section (10) as follows:

"(a) The theatrical exhibition shall take place at least thirty (30) days ~~twenty-four (24) hours~~ after the episode's initial telecast (or, for covered programs made for new media and High Budget SVOD series or mini-series, at least thirty (30) days ~~twenty-four (24) hours~~ after the episode has been made available ~~for viewing on the streaming service~~)."
or at least thirty (30) days after the initial telecast of a ~~long form television motion picture~~."

"(10) The above provisions shall expire on the termination date of the ~~2017 Television Agreement~~ 2018-2022 Public Television Agreement and will be of no force or effect thereafter; however the terms of this Sideletter shall continue to apply to any license agreement entered into before ~~July 1, 2020~~ July 20, 2022."

iii. Add a new subsection regarding limited theatrical release for award qualifying purposes, as follows:

"When a public television program is released theatrically for award-qualifying purposes, performers seen or heard in the program shall receive additional compensation in the amount of seventy five percent (75%) of total applicable Public Television Agreement minimum scale. The theatrical release shall be limited to the minimum time period that is required to become eligible for nomination for a particular award. In the event that the requirement for renting a cinema or theater is for a time period which exceeds the time period that is required to become eligible for nomination for a particular award, Producer may 'round up' the time period of the release to include the remainder of the immediately following 7-day period as part of the release for purposes of this section. For example, if qualification for an award nomination requires an 8-day theatrical release, and a particular theater requires a minimum rental of 14 days, Producer may round up the time period of the theatrical release in that particular theater from 8 days to 14 days. In no event will a theatrical release for award-

qualifying purposes exceed thirty (30) consecutive days. This provision shall not sunset."

11. Program Excerpts and Uses (Producer Proposal No. 9)

a. Modify Paragraph 7(B)(1) as follows:

"B. None of the payments below may be credited against the performer's overscale compensation or individual guarantee.

1. For use of excerpt(s) from a program or series produced under this or any prior Public Television Code in any program for initial broadcast on public television, the Producer shall pay to the performers appearing in such excerpt(s) the applicable minimum day rate of the program from which the excerpt(s) is taken or the applicable minimum day rate of the program in which the excerpt(s) is used, whichever is higher, provided that with respect to ~~excerpt(s) of three (3) minutes or less from programs first broadcast prior to January 1, 1993 and for excerpt(s) of more than three (3) minutes,~~ whenever produced, that consent from each performer seen or heard in such excerpt(s) is specifically obtained, in writing, at the time of such contemplated use, it being understood that consent may not be obtained by a general clause in the performer's individual contract prior to such contemplated use. ~~With respect to the use of excerpt(s) of three (3) minutes or less from programs first broadcast on or after January 1, 1993, such excerpts may not be used without the consent of the performers appearing in the excerpts, which consent must be obtained at the time of contemplated use hereunder unless the performer has given prior written consent.~~ The consents referred to in this and all other subsections of this Paragraph 7 must specifically state the uses being granted and the amount to be paid for such uses. Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Code."

b. Modify the first paragraph of Paragraph 7(B)(4) as follows:

"4. Program recordings may be used for reference, file and private audition purposes without cost. An excerpt from a program recording of not more than five (5) minutes in length for television programs less than ninety (90) minutes in length and not more than ten (10) minutes for television programs ninety (90) minutes or more in length may be used in all media without payment to the performers for news, review, educational, trailer and promotional purposes for a program, program series or institutional promotion, provided that, with regard to news, review and educational uses of excerpts, consent for such uses, including an express reference to institutional promotions, is given by the performer. Such consent may be given at the time of initial employment. Except for institutional promotions, such excerpts shall not be broadcast beyond one (1) year after the date of broadcast of the program from which originally taken, except prior to the scheduled broadcast of such program on a particular station."

c. Modify Paragraph 7(B)(9) as follows:

"9. Payment of the initial minimum compensation shall give the Producer the right to use excerpts from covered programs produced under this or any prior Public Television Code for delivery to schools and students, (including preschools and day care centers) by way of the Internet or otherwise, for use as part of a Public Television Company created curriculum (e.g., PBS Learning Media Teachers' Domain and OnCourse). For example, if WGBH creates a lesson plan on the Civil War, clips from different Civil War programs would be shown in conjunction with written material. Such use shall include an acknowledgement to SAG-AFTRA for permitting the use of such clips.

~~In no event shall any such excerpt exceed six (6) minutes in length."~~

12. No Discrimination (Union Proposal No.16)

a. Amend Paragraph 18 to add "gender identity" as a protected category, as follows:

"18. NO DISCRIMINATION.

A. Policy.

Producer agrees not to discriminate against any performer because of race, creed, color, national origin, sex, age, sexual orientation, gender identity, or disability, in accordance with applicable state and federal law. In accordance with this policy, Producer will make every effort to cast performers belonging to all groups in all types of roles, including continuing roles, having due regard for the requirements of and suitability for the role."

[Second and third paragraphs unchanged]

"1. Discrimination shall not be practiced against any performer, or any applicant for employment as a performer, because of race, creed, color, national origin, sex, age, sexual orientation, gender identity, or physical disability; (a) in admission to membership in SAG-AFTRA together with all the rights and privileges of full membership in SAG-AFTRA as established in the SAG-AFTRA constitution; (b) in the publicizing of auditions and interviews; (c) in calling or requesting the appearance of performers for auditions or interviews; (d) in the hiring of performers, in the discharge or replacement of performers; (e) in the staging of a production; or (f) in any other dealings with or treatment of performers."

[Paragraph A, subparagraphs no. 2 and no. 3 unchanged]

"4. To the extent that any Producer keeps files of performers' names, pictures, resumes, etc., there will be no discrimination in keeping of such files on account of race, color, creed, national origin, age, sexual orientation, gender identity, or physical disability.

5. To instruct all casting agents and performers' representatives to refer performers without regard to race, creed, color, national origin, age, sexual orientation, gender identity or physical disability.

6. To select applicants for audition, interview and employment, and employ performers on the basis of ability without regard to race, color, creed, national origin, sex, age, sexual orientation, gender identity or physical disability, subject to bona fide job qualifications and requirements.”

[Paragraph A, subparagraph no. 7 unchanged]

“8. Producer shall not use any information contained on INS Form I-9 to discriminate against any performer on the basis of sex, gender identity, race, age or national origin and the I-9 form will be used for the purpose for which it is intended, i.e., verifying that employee may be employed pursuant to applicable Immigration Law and will not be made available for any other purpose.”

[Subparagraph no. 9 unchanged]

“B. Data.

1. Within twenty (20) days after the end of each quarter, Producer will submit to the SAG-AFTRA National office a report on the sex, gender identity, ethnicity and age of performers employed by Producer under this Agreement on all dramatic programs which have completed production during such quarter. The report will be submitted on the form attached hereto as Exhibit H, it being understood that a report produced by Producer's data processing system which furnishes the same information as required in the form shall be acceptable. With respect to the data furnished on age and ethnicity, it is recognized that, while Producer shall make reasonable efforts to ascertain such information, subject to any legal restrictions applicable thereto, there may be circumstances where Producer will be unable to secure the data or vouch for its accuracy.”

[Paragraph B, subparagraphs no. 2, 3 and 4 unchanged]

[Paragraph C and D unchanged]

“E. Stunt Performers.”

[Paragraph E, first and second paragraphs unchanged]

“When the stunt performer doubles for a role which is identifiable as female and/or Black, Hispanic, Asian Pacific, Middle Eastern/North African or Native American and the race and/or sex of the double are also identifiable, Producer shall endeavor to cast qualified persons of the same sex and/or race involved. The Producer should endeavor to identify and recruit qualified minority and female stunt performers prior to the commencement of production.”

b. Add "Middle Eastern/North African" to the casting data report form (Exhibit H) of the PTV Agreement. See amended Exhibit H form attached hereto.

13. Grievance and Arbitration (Producer Proposal No. 10)

a. Modify the title of Paragraph 19, "Grievance and Arbitration"

b. Modify Paragraph 19(A) as follows:

"A. All disputes and controversies of every kind and nature whatsoever between Producer and SAG-AFTRA or any member of SAG-AFTRA or person covered hereunder arising out of or in connection with this Agreement, and any contract or engagement (whether over scale or not, and whether at the minimum terms and conditions of this Agreement) in the field covered by this Agreement as to the existence, validity, construction, meaning, interpretation, performance, non-performance, enforcement, operation, breach, continuance or termination of this Agreement and/or such contract or engagement shall be submitted to grievance and/or arbitration in accordance with the following procedure and shall be conducted under the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association, except as otherwise provided herein."

c. Add the following subsection Paragraph 19(B) and renumber the current Paragraph 19(B) to Paragraph 19(F):

"B. To be timely, a grievance regarding any dispute related to initial employment (i.e., excluding any claim related to re-use of a program or excerpts thereof) must be filed, in writing and with reasonable specificity, not later than one (1) year following the date upon which the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance, but in all cases no later than two (2) years from the date of the occurrence giving rise to the grievance.

To be timely, a grievance regarding all other claims must be filed, in writing and with reasonable specificity, not later than two (2) years following the date upon which the grieving party has received the necessary information (e.g., reporting or payment) upon which it may determine whether there are circumstances giving rise to a grievance, and the time limitation of this paragraph shall not begin to run until such necessary information is received by the grieving party.

Following the filing of such grievance, the parties will meet no later than ten (10) calendar days to discuss the grievance. If the parties cannot resolve the matter at such meeting, the party bringing the grievance may within 180 calendar days after the filing of the grievance or the grievance meeting, submit the grievance to arbitration."

c. Any claim related to initial employment that arose prior to the date of this Agreement shall be subject to a two-year limitation period from the date of ratification of this Agreement. All other claims (i.e., related to re-use of a program or excerpts thereof) shall be subject to a two year limitation period that commences the later of (i) the date of

ratification of this Agreement, or (ii) the date upon which the grieving party has received the necessary information upon which it may determine whether there are circumstances giving rise to a grievance.”

Make conforming changes to Paragraph 19.

d. Add a new unpublished sideletter to the PTV Agreement as follows:

“The parties acknowledge that the limitations periods set out in Paragraph 19(B) are not intended to constitute a waiver of a party’s right to assert a defense based upon expiration of an applicable state statute of limitations.”

Unpublished sideletter attached hereto.

14. Notice to Performers, Individual Contracts (Union Proposal No. 17)

Amend Paragraph 23, “Standard Clause for Individual Contract” and Paragraph 47 “Standard Terms and Conditions” as follows:

“Producer shall include a clause in the contract for performers employed on dramatic programs under the PTV Agreement in substantially the following form:

‘This production is for public television and is covered by a collective bargaining agreement containing specially negotiated terms and conditions’

Failure to provide such notice is not subject to arbitration”

15. Supplemental Markets (Producer Proposal No. 11)

Delete consent requirement in Paragraph 24(B)(1) and renumber the current Paragraph 24(B)(2) through 24(B)(4):

~~“1. In order for a program to be sold in any supplemental market, Producer must have included a consent to enter the program in such a market in the performer’s contracts or obtained such consent in writing thereafter.”~~

16. Rest Between Days (Union Proposal No. 10)

Amend Paragraph 38 to increase the penalty for violation from \$15 per hour to \$20 per hour, beginning on the effective date of this agreement.

17. Promotional and Public Service Announcements (Producer Proposal No. 14)

a. Amend the fourth paragraph of Paragraph 45 as follows:

“A performer, other than an off-camera narrator or an off-camera announcer, may agree in writing at the time of his/her employment that he/she may be required to record promotional announcements, without additional compensation, which promote the program or series for which the performer is under current contract as a series regular or, with respect to programs that are not part of a series, is the male or female lead who is paid at least two hundred percent (200%) of the applicable minimum compensation, or is a star performer on the program. Such promotional announcements may only be recorded on a day the performer is otherwise working on the program or series.”

b. Amend the second full paragraph of Paragraph 45 as follows:

“Upon payment of the fees above, a promo may be used for not more than thirteen (13) weeks' use, or upon payment of at least three times the fees above, a promo may be used for not more than fifty two (52) weeks' use, during the PBS use period on PBS member stations, New Media, and non-commercial radio, provided, that a promo made for a specific program may track the program release pattern set forth in paragraph 5.E. For one hundred percent (100%) repayment, the recording may be rebroadcast for an additional thirteen (13) weeks. For each three hundred percent (300%) repayment, the recording may be rebroadcast for an additional fifty two (52) weeks. Use on domestic broadcast commercial television and/or cable television shall require the payment of the applicable fee in the SAG-AFTRA Network Television Code for up to 13 weeks of use. Use on commercial radio shall require payment of \$270.00 for fifteen (15) consecutive days' use. Any other use shall be paid for pursuant to the provisions of the applicable SAG-AFTRA Agreement.”

18. Auto Allowance (Union Proposal No. 11)

Amend Paragraph 46 to increase the Auto allowance from \$35 to \$37.50, beginning on the effective date of this agreement.

19. Consecutive Employment (Producer Proposal No. 15)

Add a new unpublished sideletter to the PTV Agreement, as follows

“The parties agree that the bargaining history regarding Schedule A, paragraph A—Consecutive Employment, in the 2018 negotiations will not be cited or used as evidence in a dispute of or action to enforce such Schedule A.”

Unpublished sideletter attached hereto.

20. Holidays (Union Drafting Item No. 1, Producer Proposal No. 17)

Amend the first paragraph of Schedule A, Paragraph C as follows:

“The following shall be holidays: New Year's Day, ~~Washington's Birthday~~, President's Day, Martin Luther King Jr.'s Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.”

21. Made For New Media (Union Proposal No. 14)

Modify Sideletter 7, Paragraph I, Programs Made For New Media as follows:

“I. PROGRAMS MADE FOR NEW MEDIA

A. This Sideletter confirms the understanding of the Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA” or “Union”) and the Producers (collectively “parties”) concerning the application of the 2018-2022 SAG-AFTRA Public Television Agreement (“2018-2022 PTV Agreement”) to programs that are made for New Media.

The parties agree that SAG-AFTRA shall have jurisdiction under the 2018-2022 PTV Agreement over the employment of performers who are engaged to perform on National New Media Programs, as defined below.

This Sideletter governs the production by Producer of audio-visual programs of the type that traditionally have been covered under the 2018-2022 PTV Agreement that are made for the Internet, mobile devices or any other “new media” known as of 2018 (hereinafter “New Media”), and that are intended for a national audience (hereinafter “National New Media Program(s)”). National New Media Programs expressly exclude (i) programs that are derived from local public television programs or (ii) programs that are primarily intended for Producer's local audience, regardless of whether such programs are derived from a “national television program” produced for public television (as that term is defined in Paragraph 3 of the 2018-2022 PTV Agreement).”

Replace the fourth paragraph with the following:

“Producer shall cover National New Media Programs regardless of length or type; provided, however, that, coverage under this Sideletter shall remain at Producer's sole and exclusive option as to the following types of programs: i) news programs; ii) public affairs programs; iii) documentary programs; iv) sports programs; v) educational programs; vi) programs produced for initial exhibition on platforms other than-national public television-related platforms; and vii) National New Media Programs, where the actual cost of production is a) \$15,000 or less per minute of program material as exhibited; or b) \$300,000 or less per single program as exhibited; or c) \$500,000 or less per series of programs produced for a single order; and which, in the case of a), b), c), does not utilize a “covered performer” as defined herein. Notwithstanding the exclusion

in vi above, any dramatic National New Media Program (other than stage plays) made for initial exhibition on SVOD, that meets the definition for a high budget SVOD program as defined in the New Media Sideletter to the SAG-AFTRA Television Agreement, shall be subject to the terms thereof.

A National New Media Program that is covered hereunder shall require Producer to make Health and Retirement Funds contributions at the rates set forth in Paragraph 28 of the 2018-2022 PTV Agreement for people who are covered pursuant to Paragraph 4 of the 2018-2022 PTV Agreement. The provisions of Paragraph 19 "Grievance & Arbitration", Paragraph 21 "Union Shop", and Paragraph 32 "Payment" of the Public Television Code shall also apply to those people covered pursuant to Paragraph 4 of the 2018-2022 PTV Agreement. Compensation paid to performers for use of the Program on Free to Consumer Platforms, and all of the terms and conditions of employment except as set forth in this sideletter shall be freely bargained between Producer and performers and the Union shall not interfere with any such bargaining between Producer and performers. Except as provided above, no other terms of the 2018-2022 PTV Agreement shall apply.

For any National New Media Program produced on or after the date of ratification of this Agreement that is covered hereunder and that is budgeted at or above \$25,000 per minute of actual program material as exhibited on Consumer Pay Platforms (e.g., download-to-own, download-to-rent, paid streaming) beyond the initial twenty-six (26) weeks commencing on the first day that the National New Media production is available on any consumer pay platform, Producer shall pay a residual equal to 3.6% of the "Distributor's Gross" for cultural/entertainment programs, and 2.0% of the Distributor's Gross for informational/educational programs, attributable to the period beyond the initial twenty-six (26) weeks of use on a Consumer Pay Platform. For the avoidance of doubt, member video on demand services, where access to such service is granted for being a member of a station (e.g. Passport), shall be considered for all purposes to be Free to Consumer Platform.

For purposes of determining the budget of a covered National New Media Program, the budget shall consist of all direct costs actually incurred in connection with the Production, which direct costs shall exclude development costs, overhead charges, financing costs (i.e. loan origination fees, gap fees, legal fees, and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties with are based on the proceeds derived from the exploitation of the Production and received after recoupment of the negative cost, and delivery terms required by sales agents, distributors or sub-distributors (i.e. delivery materials beyond the answer print, NTSC Video Master if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format."

In the event that a covered National New Media Program is exhibited in traditional media, the applicable terms contained in the 2018-2022 PTV Agreement governing use in such media shall apply; provided, however, that if a covered National New Media Program is exhibited on public television, the compensation paid to a performer providing services in connection with such program shall be an amount equal to the

difference, if any, between the amount paid to such performer for services rendered in connection with the National New Media Program and the minimum applicable compensation under the 2018-2022 PTV Agreement that would have been payable had such program been produced initially for Public Television.

At SAG-AFTRA's request, Producer shall provide reporting on covered National New Media Programs."

Add the following to the end of Sideletter 7, Paragraph I

"B. Definition of a Covered Performer in the Made For New Media Sideletter

A "covered performer" is an individual who has been employed pursuant to the terms of a SAG-AFTRA collective bargaining agreement covering his or her employment as a performer during the last six (6) years and who meets any of the following criteria:

- has at least two (2) television (including free television, pay television, basic cable or direct-to-video) or theatrical credits;
- has had thirteen (13) weeks of employment as a performer in radio (including satellite radio) in a major market;
- has been employed as a performer on an audio book or as a royalty artist on a sound recording which has been commercially released by a major label or a bona fide independent label, except that performers on a cast album sound recording shall not be considered "royalty artists" for the purposes of this section;
- has been employed as a principal performer, announcer, singer or dancer in a national television or radio commercial, interactive game or non-broadcast/industrial production;
- for original serial dramatic programs made for new media, has been employed as a principal performer pursuant to the terms of an AFTRA or SAG or SAG-AFTRA contract and is employed as a principal performer on the New Media production;

The Producer shall be entitled to rely on the representation of the performer as to whether he or she meets the definition of a "covered performer."

22. Reuse In New Media

a. Add a new subparagraph B to Sideletter 7, Paragraph II regarding consumer pay subscription residuals, as follows, and renumber the current subparagraph B to become subparagraph C:

“B. When the consumer pays a subscription fee in exchange for the right to view a television program, the Producer shall pay residuals at the rate of 3.6% of “Distributor’s gross” for Cultural/Entertainment programs and 2.0% of “Distributor’s gross” for Informational/Educational programs. “Distributor’s gross” shall as defined in Paragraph II.C below.

For the avoidance of doubt, member video on demand services, where access to such service is granted for being a member of a station (e.g. Passport), shall be considered for all purposes a Free to Consumer Platform.

For the avoidance of doubt, television exhibitions on a linear channel provided through an internet-delivered virtual multi-channel video programming distributor (“vMVPD”) service, such as Sling TV and Sony PlaystationVue, and other like services, such as CBS All Access (collectively referred to as “vMVPD Services”), are considered exploitation of free television rights, even though the consumer pays a monthly fee to access such programming. Further, any VOD rights which are associated with exhibition of the program on a linear channel on the vMVPD Service (which may include what are commonly referred to as ‘stacking rights’) shall be considered exploitation of free television rights and not a form of pay or subscription television.

b. Modify Sideletter 7, Paragraph II(B)(1) to add news and educational sites to the list of included websites on which programs or portions thereof may be used, as follows:

“Programs (or portions thereof) produced under the current or any previous Public Television Code may be used on the Producer’s website, on PBS and related websites and on-line services, and on such other, third-party sites as are appropriate and consistent with educational and PBS mission-related purposes, and on news and educational sites, for no additional payments, provided that:”

Make conforming change and eliminate the two (2) minute length limitation by deleting Sideletter 7, Paragraph II(B)(1)(c)

~~“e. Clips of two (2) minutes or less may also be used on other web sites where such use is limited to news or educational purposes and no payment is made for such use.”~~

c. Modify Sideletter 7, Paragraph II(B)(1)(b), to eliminate right of a performer to request removal from the internet a program or the portions of a program containing such performer’s performance.

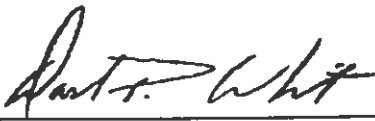
~~“b. Upon the request of any performer, other than a background actor, appearing in such a program, the program, or, at the Producer’s option, such portion of the program that includes the performance of the requesting performer, shall be removed from the internet within a reasonable period of time. This~~

~~subparagraph b shall not apply to a performer who has specifically consented to such use in writing."~~

23. Drafting Corrections

- a. Pursuant to the 2013-2016 PTV Agreement, the 2018-2022 PTV Agreement shall be modified to reflect the change in the union's name from 'AFTRA' to "SAG-AFTRA" throughout, except where no change is required.
- b. Change all references to the "AFTRA Health and Retirement Fund" to "SAG-AFTRA Health Plan and AFTRA Retirement Fund."
- c. Change the reference to "Exhibit A of the AFTRA National Code of Fair Practice for Network Television Broadcasting" in Paragraph 6(B)(2) to "SAG-AFTRA Television Agreement."

FOR SAG-AFTRA:

By: 
David P. White
National Executive Director

Date: _____

AGREED AND ACCEPTED:

By: 
William E. Zuckerman
Attorney for Public Television Companies

Date: _____

For: WGBH
Thirteen Productions, LLC
WETA
KCET
KQED
Twin Cities Public Television, Inc.
WQED Multimedia
Sesame Workshop

EXHIBIT H

SAG-AFTRA – CASTING DATA REPORT

PRODUCER _____

ADDRESS _____

E-MAIL ADDRESS _____

TELEPHONE NUMBER _____

PERIOD COVERED (Quarter, Year) _____

PROGRAMS OR PROGRAM SERIES COVERED _____

Titles _____

Number of Episodes _____

	Principal*	Principals**	5 Lines or Less	Background Actors	AGE		
					Under 40	40 or Over	Unknown
Male							
Female							

	Principals*	Principals**	Under 5's	Background Actors
Asian/Pacific Islander				
Black/African American				
Caucasian				
Latino/Hispanic				
Native American				
Middle Eastern/North African				
Other or Unknown				

* Principals in running parts

** Other Principals

SAG-AFTRA

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