

**NATIONAL PUBLIC TELEVISION AGREEMENT**  
**June 1, 2016 – May 31, 2019\***

American Federation of Musicians  
of the United States and Canada  
1501 Broadway, Suite 600  
New York, NY 10036

1. In consideration of the mutual covenants herein contained and of other good and valuable considerations, the American Federation of Musicians of the United States and Canada (herein called the "Federation") agrees with the undersigned Employer upon the terms, conditions, provisions and covenants in the paragraphs below and in the annexed Exhibits A, B and C\*. This agreement relates only to the employment of persons in the classifications covered by this agreement in connection with the production and broadcast of national live, videotape and film programs by public television producers and broadcasters and the audiovisual transmission and exhibition thereof in schools and similar places. It is understood that such programs may be broadcast on Commercial Stations and on cable systems in those areas where no public television reception is available except that in such instances the exhibition must be on a sustaining, non-commercial basis. The performance of services by teachers and students as amateurs and by other persons in similar nonprofessional capacities are excluded from this agreement.\*\*

2. (a) The Federation shall exercise full authority in order that its locals and members shall do nothing in derogation of the terms and intent of this agreement.

(b) The Employer shall employ only persons in the classifications covered by this agreement for the rendition of musical services for all national programs using live music which are made in the United States and Canada.

(c) The Employer represents that there does not exist against it any claim of any kind arising out of musical services, and that if any valid claim is found to exist, the Employer shall satisfy the same.

3. (a) The Employer shall not require, request, induce, or in any manner attempt to influence any person in a classification covered by this agreement to play, perform or render services in a manner contrary to this agreement.

(b) No conduct or failure to act (with or without knowledge) by the Federation, other than a statement in writing, signed by a duly authorized officer thereof shall constitute a waiver by it of any provision of this agreement.

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\*The December 11, 2002 – December 10, 2005 agreement was extended through and included May 31, 2016

\*\* With respect to the production of episodic, dramatic (e.g., comedies and cartoons) and documentary series or programs, the producer may elect, no later than thirty (30) days prior to the first music scoring session for any program or, with respect to a series of programs (as defined below), no later than thirty (30) days prior to the first scoring session for the first episode of a season, to produce the program under the terms and conditions of the then current AFM Basic Television Film Agreement instead of under this Public Television Agreement. For purposes of this section, the term series refers to an episodic series such as "American Family" as well as to a serial or any closed-end series such as "Roots." The term "series" shall not include a group of separate programs under the same program title such as "NOVA" and separate elections may be made with respect to each separate program in such group. With respect to a series, the Employer shall have the right to make a new election with respect to coverage under this Agreement or the Basic Television Film Agreement at the beginning of each new season. The election shall be made by giving written notice to the Federation and the affected AFM Local Union at least thirty (30) days prior to such first scoring session. The election to produce under the Basic Film Television Agreement shall not apply to variety programs or programs which consist primarily of musical numbers, but shall be applicable to the "making of" type programs which include footage taken of a separate production that is produced under an AFM Agreement even if such making of program consists primarily of music.

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4. (a) For services rendered under this agreement, the Employer shall pay at least the minimum rates of pay and shall fully and faithfully perform and observe all other terms and conditions set forth in Exhibits A, B and C, and in its individual agreements with the persons performing such services.

(b) The provisions contained in this agreement shall be deemed to be part of all individual agreements between the Employer and such persons, whether or not written into such individual agreements.

(c) The Employer shall enter into individual contracts with persons in classifications covered by this agreement and such contracts shall be on the blank forms not in conflict with this agreement authorized from time to time by the Federation.

(d) Production for any program funded wholly or in part by The National Endowment for the Arts will adhere to the guidelines of the NEA concerning scoring in the United States.

5. (a) Following the execution of this agreement, the Employer shall furnish to the Federation, upon its reasonable request, a list of programs containing music made hereunder.

(b) The Employer shall respond directly to requests by the Federation for information relating to the Employer's performance of the terms, conditions and covenants of this agreement and of any individual agreement with a person covered by this agreement. Upon request by the Federation, the Employer shall promptly exhibit to it a copy of any program owned, produced, distributed, used, or the use of which has been permitted by the Employer, and if the right so to do has been purchased or otherwise acquired by the Employer, a copy of the contract under which such right was acquired. The Employer shall also furnish upon request by the Federation copies of any contract of sale, rental or other distribution or form contract of sale, rental or other distribution covering any of such programs except for contracts relating to classroom and similar exhibition. The provisions of this paragraph shall survive this agreement.

6. The Employer shall not make or otherwise give aid and assistance in the making of any films which shall embody or be accompanied by pictures of musicians or instrumental music, and which is the subject of this agreement, for or on account of any other person, firm or corporation, unless authorized in writing by the Federation.

7. The Employer hereby recognizes the Federation, in respect of the work covered by this agreement, as the exclusive bargaining representative of persons employed by the Employer who perform as musicians, orchestrators, music proofreaders and librarians, copyists and arrangers in connection with the making and broadcasting of programs.

8. The following provision contained in this paragraph shall apply to services to be rendered hereunder in Canada where not prohibited by applicable law. Such provision shall also be included in, and whether or not so included, shall be deemed part of all contracts calling for such services, at places or under circumstances as aforesaid, between the Employer and persons employed in classifications covered by this agreement: "Only the services of members in good standing of the American Federation of Musicians of the United States and Canada shall be used for the performance of any work within a classification covered by this agreement."

9. The following provisions contained in this paragraph 9 shall apply to services rendered hereunder in the United States and shall be included in, and whether or not so included, shall be deemed a part of all contracts calling for such services between the Employer and persons

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employed in a classification covered by this agreement: "Persons who are employees of the Employer on the date of signing of this agreement or on its effective date (whichever is later), who are members of the Federation, shall be continued in their employment by the Employer only so long as they continue their membership in good standing in the Federation. All other employees in a classification covered by this agreement shall, on or before the thirtieth day following the commencement of their employment or the effective date of this agreement, whichever is later, become and continue to be members in good standing of the Federation as a condition of their employment. The provisions of this paragraph shall not become effective unless permitted by applicable law."

10. (a) As to employees covered by this agreement who are members of the American Federation of Musicians of the United States and Canada, and to the extent to which the inclusion and enforcement of this paragraph is not prohibited by any applicable law, nothing in this agreement shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians of the United States and Canada as members thereof.

(b) Any employees covered by this agreement shall be free to suspend or terminate their services by reason of any strike, ban, or unfair list of the Federation and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons, firms or corporations without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement to the contrary notwithstanding. The Employer shall not request or require any employee to work in the premises of any person, firm or corporation who is not in good standing with the Federation according to lists published by the Federation in the "International Musician" or to specific notice to the Employer. Nothing in this paragraph shall require the Employer to do or refrain from doing any act unless and until permitted by applicable law.

(c) All present provisions of the bylaws, rules and regulations of the Federation are made part of this agreement as though fully set forth herein to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any applicable law. No changes in the Federation's bylaws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the provisions hereof. The Employer acknowledges its responsibility to be fully acquainted, now and for the duration of this agreement, with the present contents of the Federation's bylaws, rules and regulations.

11. (a) The following provision shall be included in, and whether or not so included, shall be deemed part of all contracts calling for recording (whether sound or visual) services between the Employer and persons employed under this agreement:

"This contract shall not become effective unless and until it shall be approved by the International Executive Board of the American Federation of Musicians of the United States and Canada or by a duly authorized agent thereof."

The above provision shall not relate to contracts on official forms prescribed by the Federation which have been entered into in conformity with the provisions of this agreement.

(b) Any contract in existence at the termination of this agreement (whether such termination is caused by expiration, breach, or otherwise), made and entered into by the Employer for the employment of and rendition of services by members of the Federation, or other persons employed in a classification covered by this agreement, shall not impose any obligation on the part of members of the Federation to render further musical services for the Employer on work covered by this agreement unless this agreement is renewed or a new one entered into

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permitting the same. In the event this contract is not renewed or a new one is not entered into prior to or immediately upon the expiration of this agreement, such members may, at their option, render services to any others without obligation or liability to the Employer.

12. This agreement shall be personal to the Employer and shall not be transferable or assignable by operation of law or otherwise, without the consent in writing of the Federation. Without such consent, the Employer shall not transfer or assign any individual contract (or part thereof) for the performance of services of any member of the Federation or any other person employed in a classification covered by this agreement or give anyone else control over such contract or such services. Nevertheless, if the foregoing is violated and services are thereafter performed by such members of the Federation, or other person, or if the transferee or assignee does any acts which the Employer is permitted to do under this agreement, the obligations and duties imposed by this agreement shall be binding upon the transferee or assignee.

13. In the event that the Employer shall sell, transfer, assign, or otherwise dispose of television rights in programs made under this agreement, it shall continue responsibility for all the obligations and commitments undertaken in this agreement with respect to such programs unless the Federation consents to the assumption of those obligations and commitments by the assignee or transferee. Employer agrees to give notice to the Federation within thirty (30) days after each such sale, assignment or transfer.

14. The Federation, at its option, may terminate this agreement at any time after a transfer of any interest which controls the Employer or in the event that the Employer or any interest which controls it or any subsidiary of either, make or deal with programs covered by this agreement without having in effect a collectively bargained agreement with the Federation covering the same.

15. The parties mutually affirm their policy of non-discrimination. The Employer affirms its policy that no employee shall be discriminated against in employment hereunder, because of race, color, creed, sex, national origin, age or handicap, provided the employee is qualified and has the physical ability to perform the work required hereunder by the Employer. The Federation affirms its policy of non-discrimination with respect to admission to membership and rights of membership.

16. The Employer's right to employ persons under the terms of this agreement shall commence as of June 1, 2016 and shall terminate at midnight on May 31, 2019.

**EXHIBIT A**  
**Minimum Wages and Other Working Conditions**

**I**  
**Instrumentalists, Leaders and Contractors**

A. Instrumentalists, leaders and contractors shall be paid at not less than the rates set forth below and the conditions therein set forth shall apply to their employment:

- (1) For the wage payments set forth in Table 1, below, the Employer is granted the right to:  
(a) make unlimited broadcast use of the program in the United States and Canada for a single national release of seven (7) consecutive days over each station (herein called "Initial Release"), and (b) make unlimited audiovisual transmission and exhibition use of the program.

<b>TABLE 1</b>			
<b>INITIAL DATE</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
<b>Air Time Without Rehearsal</b>			
One ½ hour program	\$143.09	\$147.38	\$151.80
One hour program	\$184.45	\$189.99	\$195.69
One and ½ hour program	\$276.58	\$284.87	\$293.42
Programs in excess of one and 1/2 hour for each 15 minutes of such excess	\$46.12	\$47.50	\$48.92
<b>Rehearsals</b>			
Each 15 minutes or fraction thereof	\$14.17	\$14.59	\$15.03
Minimum call on any day, not less than	\$143.09	\$147.38	\$151.80
Leaders, Single Performers and Contractors	Double Instrumentalists' Rate		
Makeup and Costuming	\$67.10	\$69.11	\$71.19

- (2) For the wage payments set forth in Table 2, below, the Employer is granted the right to:  
(a) make four national releases of seven (7) - consecutive days for public and educational broadcast use of the program in the United States and Canada during the period of three (3) years (five (5) years if the program is a documentary), over each station immediately following - the first broadcast of the program (herein called "Initial Broadcast Cycle") -, or (b) the Employer shall have an option of electing a first release period of fourteen (14) consecutive days, plus the three (3) additional national releases of seven (7) consecutive days within the same Initial Broadcast cycle provided for in (a), above, by paying an additional (15%) over and above the wage rates set forth in Table 2. and, whether option (a) or (b) is elected (c) make unlimited audiovisual transmission and exhibition use of the program. The fourteen (14) day cycle option must be exercised at the time of initial employment and shall be indicated in the Memo Box on the B-8 report form. In addition to the foregoing, the Employer has the option, which must be exercised at the time of original production, to acquire the right to make an additional fifth and sixth national releases during the period of five years (seven years if the program is a documentary) immediately following the "Initial Broadcast Cycle" upon payment of 50% additional over and above the wages set forth in Table 2 below.

With respect to programming aired for pledge purposes, the Employer may elect a release pattern of eight (8) releases over twenty five (25) months, in lieu of the four (4) releases over three (3) years (or five (5) years for documentary programs). Musicians

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should be advised of Employer's election of this alternative release pattern at the time of initial employment and the release pattern selected shall be indicated in the Memo Box on the B-8 report forms.

If this pledge release pattern is elected, a ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) release over twenty-five (25) months may be obtained at any time within the twenty-five (25) month cycle for the payment of 25% of the wages set forth in Table 2, and in addition, extended broadcast rights may be acquired in groups of eight (8) releases over twenty-five (25) months or four (4) releases over three (3) years (five (5) years for documentary programs) upon payment of the fee provided in Section III (A). Employer shall also have the right within the three year and five year period described above to four releases on each basic cable channel programmed in blocks of not less than six (6) consecutive hours on a sustaining basis by a public television station or PBS. The first such basic cable release must be within thirty (30) days of the station's first broadcast of the program. If the first such basic cable release is not within such thirty (30) day period, one basic cable release shall be lost, but the station shall be entitled to the remaining three basic cable releases within the three or five year period, provided that the first such release is made within thirty (30) days of a subsequent broadcast by the station. Notwithstanding the foregoing, each public television station and PBS may release each such program pursuant to this provision only on one basic cable channel in each community. Exhibition of a program on one channel on each of multiple basic cable services within a single community, each of which serves a different geographical section of the community, shall be considered exhibition on one basic cable channel for purposes of this section. This section shall not apply if any payment or other consideration is paid to the public television station or PBS by the basic cable service for the use of the material. This section shall not apply to symphonies, operas or ballets.

(A) New Media

(1) Programs or any portion thereof may be made available on the Internet, mobile devices (such as cell phones or PDAs), and any other new media platform known or similar in nature to those known as of the date of ratification (hereinafter collectively referred to as "New Media").

(2) If the Consumer Pays

(a) License for Limited Period or Fixed Number of Exhibitions

When the subscriber pays for the program or any portion thereof on a subscription or per program basis, and when the payment is in exchange for the right to view the program or any portion thereof for a fixed and limited period of time or a fixed number of exhibitions, and for ringtones for which the consumer pays, the Employer shall pay one percent (1%) of "Distributor's gross," as defined in Paragraph 4 below. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the release). The Employer shall be responsible for all payroll costs.

(b) Paid Permanent Downloads ("Downloads-to-Own" or "Electronic Sell Through") ("EST")

The following shall apply only to programs produced after the date of ratification:

If the consumer pays for an EST copy of a program or any portion thereof, the Employer shall pay 1% of 20% of "Distributor's gross," as that term is defined in Paragraph 4 below, for the first 100,000 units and 1.9% of 20% thereafter. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the release). The Employer shall be responsible for all payroll costs.

(3) All Other New Media Uses

Except as set forth in paragraph 2 above, there shall be no payment for New Media uses, including advertiser supported streaming, use on underwriter websites, or other free-to-consumer use of programs or any portion thereof. Further, it is expressly understood that no payments are required for programs or any other portion thereof provided via New Media as a benefit to public television station members.

(4) "Distributor's Gross" definition

The term "Distributor's Gross," for purposes of all uses in New Media of television programs made for traditional media, shall be as defined in Exhibit A.I, Section X (3)(b)(ii).

(5) Made for New Media

The AFM shall have jurisdiction under this National Public Television Agreement over the employment of musicians who are engaged to perform on programs produced for initial exhibition in New Media. The Employer may, at its sole and exclusive option, elect on a case by case basis to cover material produced for initial exhibition in New Media. Such coverage, if elected, shall require the Employer to make pension contributions (at the same percentage as set forth in Exhibit B) based upon the compensation negotiated between the Employer and the musician and health contributions as set forth in Exhibit A.I, Section U. No other terms of the National Public Television Agreement shall apply.

In the event that a New Media Program is exhibited in traditional media, the applicable terms contained in the National Public Television Agreement governing use in such media shall apply; provided, however, that if a New Media Program is exhibited on public television, the compensation paid to a musician providing services in connection with such program shall be an amount equal to the difference, if any, between the amount paid to such musician for services rendered in connection with the New Media Program and the minimum applicable compensation under the National Public Television Agreement that would have been payable had such program been produced initially for Public Television. Additionally, payment is due to the AFM Employer's Pension Fund in the amount of 11% of the aforementioned difference in wages.

At AFM's request, the Employer shall provide reporting on covered New Media Programs.

The Employers acknowledge that if the Internet should become the primary medium for exhibition of programming covered by this Agreement (i.e., a majority of viewers view

such programming over the Internet instead of through broadcast television), programming produced directly for Internet for such national PBS distribution shall be subject to the terms of this Agreement. Prior to any such application, the Federation will give notice to the Employers of its contention that the Internet has become the primary medium. Should the Employers dispute this contention, the issue shall be subject to arbitration under the rules of the American Arbitration Association applicable to labor arbitrations.

<b>TABLE 2</b>			
<b>INITIAL DATE</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
<b>Air Time Without Rehearsal</b>			
One ½ hour program	\$190.36	\$196.07	\$201.95
One hour program	\$245.92	\$253.29	\$260.89
One and ½ hour program	\$368.80	\$379.86	\$391.26
Each 15 minutes in excess of one and ½ hours	\$61.50	\$63.34	\$65.24
<b>Rehearsals</b>			
Each 15 minutes or fraction thereof	\$18.72	\$19.28	\$19.86
Minimum call on any day, not less than	\$190.36	\$196.07	\$201.95
Leaders, Single Performers & Contractors	Double Instrumentalists' Rate		
Makeup and Costuming	\$89.01	\$91.68	\$94.43

(3) Provision regarding the broadcast use of the program after the Initial Release and/or Initial Broadcast Cycle in the United States and Canada, and abroad, are covered in III(A) and (B), below.

**(B) Symphony, Opera or Ballet Orchestras Functioning Under Master Contracts**

Instrumentalists participating in “extra services” shall receive an additional payment of 10% of applicable base rate. An “extra service” is defined as a musical service (concert or rehearsal) over and above the requirement of the orchestra as set forth in its Master Contract.

- (1) In the event an orchestra is required to remain following conclusion of a videotaped concert, the players shall be paid the applicable air rate plus 50% in fifteen minute segments.
- (2) Instrumentalists participating in studio performances will receive an additional payment of 5% of applicable base rate (without the “extra service” payment even if otherwise applicable). Symphony, Opera and Ballet Orchestras will be identified on all programs in which they appear as an established organization. The term “extra service” shall include any performance for television in preparation for which camera setup, camera blocking, light and audio tests, and other preproduction activities are involved, whether or not

scratch or working tapes were made at any rehearsal or prior performance, in which case a payment equal to one (1) hour rehearsal rate provided for in the appropriate table shall be made. Scratch or working tapes shall not be used for broadcast purposes. If a rehearsal is in any way under the supervision or direction of the television producer, full rehearsal payment must be made.

- (3) Pre-videotaping, re-videotaping and special rehearsals for television production beyond program time will be subject to the rehearsal rate.
- (4) All permanent members of Symphony, Opera and Ballet Orchestras working under Master Agreements are to be paid whether their services are utilized or not with the exception of Split orchestras performing in accordance with Master Agreements.

(C) Live Television Shows

- (1) Where an Employer (or co-producer) hires musicians to perform work covered by this Agreement in the production of a television program under this Agreement, and no tickets are sold or other condition of admission is required, the musicians shall receive the compensation required under this Agreement for the production of the television show and no other payments shall be required by the Federation or any of its locals;
- (2) Where an Employer (or co-producer) hires musicians to perform work covered by this Agreement in the production of a television program under this Agreement, and tickets are sold or other condition of admission is required, the musicians shall receive the compensation required under this Agreement for the production of the television show (including rehearsal pay where applicable), and they shall also receive compensation for the live performance (but not rehearsals required by the Employer or co-producer) at the rate set by Local regulations or agreement; and
- (3) Where an entity other than an Employer under this Agreement hires musicians for a live performance, and an Employer (or co-producer) also produces a television program of that live performance under this Agreement, the Employer shall only pay the musicians the compensation required under this Agreement for the production of the television show. This shall in no way impact or modify the obligations, if any, of the entity employing the musicians for the live performance to compensate the musicians pursuant to any agreements or obligations of that entity (including obligations under Local regulations), whether or not tickets are sold or any other condition of admission is required.

(D) Theme Music

The following payments will cover recording of theme, title, background, continuity and similar off-camera program music, irrespective of program length or number of programs, with the same rights as are provided in Section I A. (2), above, for each program:

INITIAL DATE	6/1/16	6/1/17	6/1/18
Basic three hour recording session	\$384.35	\$395.88	\$407.76
Each quarter hour thereafter	\$32.03	\$32.99	\$33.98

(E) Interstitial Programming

Upon payment under the ½ half hr. Table 1 scale, Employer may produce five minute programs, including Interstitial Programming. Payment allows one year's unrestricted use.

(F) Promos

No further payment is required for use of an excerpt of up to five (5) minutes out of any program of up to ninety (90) minutes, and ten (10) minutes of any program over ninety (90) minutes, for promotional purposes, provided that such excerpt does not contain a complete production number and is not used in what is generally understood to be a third party commercial announcement.

(G) Fundraising Clips

May be utilized provided same does not exceed five (5) minutes out of any program up to ninety (90) minutes, and ten (10) minutes of any program over ninety (90) minutes, and no full production numbers in the production of "fund raising" promos, without the payment of additional compensation.

(H) Clip Use

(1) The clip rates set forth in this provision shall be paid:

- (i) When a clip from a program produced pursuant to the National Public Television Agreement is licensed into another program produced pursuant to the National Public Television Agreement;
- (ii) When a clip from a program produced pursuant to the National Public Television Agreement is licensed into a program produced pursuant to another AFM agreement, unless that agreement provides a rate for such clip use, in which case the rate required by that agreement applies;
- (iii) When a clip from a program produced pursuant to another AFM Agreement is licensed into a program produced pursuant to the National Public Television Agreement, except that if a clip from a program produced pursuant to the Basic Theatrical Film or Basic Television Film Agreement is licensed into a program produced pursuant to the National Public Television Agreement, the clip rates established by those agreements shall continue to apply.

(2) Payment of the clip rates entitles the Employer to 6 national releases over 5 years (or 6 national releases over 7 years for documentaries), or to 8 national releases over 25 months for pledge shows.

(3) When a reuse payment or Supplemental Market Fee is owed pursuant to this Agreement with respect to a program that consists of or contains clips, the following shall apply to the musicians, orchestrators, copyists, librarians and proofreaders who were entitled to clip payments:

- (i) The reuse payment per person shall be 100% of the clip use payment, except that when an Employer is entitled to additional broadcast cycles (or a 9<sup>th</sup> and 10<sup>th</sup> release) of a pledge program for a different percentage of the compensation paid

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under Table 2 of Exhibit A. I. A., the reuse payment shall be calculated as the appropriate percentage times the clip use payment:

(ii) When the Base Amounts Per Person set forth in Exhibit A. Section I. (X) (3) (a) (i) are used to compute the Supplemental Market Fee, the base amount for the computation of the Supplemental Market fee shall be the clip use amount to which each person was entitled;

(iii) When the Supplemental Market Fee is based on an optional formula requiring the payment of a percentage of Distributor's gross to be shared among all musicians, the individuals who were entitled to clip use payments shall be included among the individuals who share the Supplement Market Fee.

(4) Pension, doubles, leader and contractor fees must be paid on the clip use payments.

(5) Arrangers and orchestrators shall receive clip payments at the same rate as the leader or contractor. Copyists, proofreaders and librarians shall receive clip payments at the same rate as side musicians.

(6) Clips are paid as follows:

0:20 or less	\$51 per side musician
0:21 – 0:30	\$63.75 per side musician
0:31 – 0:60	\$85 per side musician
0:61 – 2:00	\$127.50 per side musician
2:01 – entire number	85% of show rate

If there are more than 20 musicians on a single clip, a 10% discount on the above rates applies.

(7) In calculating the appropriate clip payment, the amount of music a particular musician plays on across clips from a single program are aggregated (e.g., if a musician plays on 0:10 on one clip from a program and 0:15 from a second clip from the same program, a single payment of \$63.75 is due).

(8) If within four (4) weeks of the Employer informing the AFM of the desire to use a particular clip, there is no documentation available, either from the AFM, the Employer, or the Pension Fund, indicating the number of musicians playing on a clip, the AFM and the Employer shall agree upon the appropriate number of musician payments due for said clip, and if the musicians on a clip cannot be identified, then the payments due hereunder shall go to a fund of the AFM's choosing.

(9) In the case of a program produced prior to 1974 where no B Form is available and the musicians on a clip cannot be identified, then the payments due hereunder shall go to a fund of the AFM's choosing.

(I) Excerpts, Edited and Reversioned Programs For Educational Non-Broadcast Use

The Employer shall have the right to use a maximum of four excerpts containing music covered by this Agreement to create a new program (with or without new material) for audio visual or other educational non-broadcast uses (including use in schools, pre-schools, day care centers, museums, churches and similar institutions) upon the payment of a one time fee to each musician whose performance is contained in the excerpt(s) equal to the one half hour program rate contained in Paragraph (B), Table 1 of Exhibit A (I) for air time without

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rehearsal. An additional payment shall be required for each such audio visual or other educational non-broadcast program in which the performance is used. No additional payment shall be required where the only modification to the program for audio visual use is to shorten it and to add appropriate bridging material or new openings and closings. This section shall be applicable to programs produced under this or any prior AFM Public Television Agreement; provided, however, that it shall not be applicable to symphonies, operas or ballets. The Federation agrees to meet with the Employer to discuss appropriate payments for new programs containing more than four excerpts.

- (i) The Federation agrees to meet with the Employer to negotiate appropriate payments for the use of excerpts from programs produced under this or any prior AFM Public Television Agreement in new programs produced for public television or any other use not covered by the terms of an existing AFM agreement. The use of excerpts taken from programs produced under this or any prior AFM Public Television Agreement in the production of programs not referenced in the foregoing sentence shall be governed by the applicable AFM Agreement.
- (ii) Notwithstanding the foregoing, payment of the initial minimum compensation shall give the Employer the right to use excerpts containing music from covered programs produced under this or any prior Public Television Agreement for delivery to schools and students, (including preschools and day care centers) by way of the Internet or otherwise, for use as part of the curriculum (e.g., Teachers' Domain and Oncourse). Such use shall include an acknowledgement to the AFM for permitting the use of clips containing music.

(J) "News" and "Magazine Location Events"

Employer may use up to two (2) minutes of coverage of a location event in the production of "news" and "magazine" programming without the payment of additional compensation.

(K) Contractor

If ten (10) or more sidemusicians and leaders are employed for any session, a contractor shall be employed in respect of said session. The contractor may be one of the sidemusicians. The minimum pay for contractors shall be double the minimum rate of pay applicable to sidemusicians employed in the session, but in any event, the scale for any one person shall not exceed double sidemusician's scale.

(L) Doubling

Twenty-five percent (25%) extra of the basic scale for the first double, and ten percent (10%) extra for each additional double. The following are NOT construed as doubling:

Piano and Celeste, when latter is furnished.

Drummer's regulation outfit (consisting of Bass drum, Snare drum, Pedal, Cymbals, Gongs, Wood Blocks and Small Traps).

(M) Cartage

The Employers shall pay to the musician for actual cartage, at the following rates, only for those instruments listed below which the Employer orders to be brought to the recording session, except that if the designated instrument is delivered by a Public Carrier, the Employers shall pay the submitted bill of such carrier:

Harp, Harpsichord, Timpani, String Bass and Tuba	\$50.00
Drums, Vibraphone, Electric Guitar, Amplifiers, Baritone Saxophone, Bass Saxophone, Cello, Contra Bass Clarinet and Contra Bassoon	\$30.00 each

(N) Time Spread

The "Time Spread" in any day, for rehearsal and/or recording shall not exceed eight (8) consecutive hours from time called between the hours of 7:00 a.m. and 12:00 midnight. For all time worked in excess of the respective "Time Spread" in any day (provided such excess time is between the hours of 7:00 a.m. and 12:00 midnight), the pro-rata rate plus 50% must be paid for each one-half hour or fraction thereof.

For all time worked between the hours of 12:00 midnight and 7:00 a.m., the pro-rata rate plus 100% must be paid for each one-half hour or fraction thereof.

(O) Meal Period

Any instrumentalist who is required to work more than five (5) consecutive hours without a break of at least one (1) hour shall be paid a penalty of two (2) hours pay at the applicable rehearsal rate for the first such hour plus one-half hour's pay at the straight time rehearsal rate for each additional hour or fraction thereof until the meal break of one (1) hour is given or the musician is dismissed.

(P) Rest Period

Intermission of not less than ten (10) minutes per hour away from stand shall be given on all engagements (i.e. ten (10) minutes from the time musicians leave stands until they return and are ready to play). There shall be no combination of more than two rest periods. No rest period will be given within the first thirty (30) minutes after the commencement of a session, provided that all musicians who are to participate in the session are present at the session.

(Q) Call Cancellation

An engagement once called shall not be cancelled or postponed in less than 72 hours prior to the date of the call. In the event of an emergency, an engagement may be cancelled or postponed upon shorter notice with the consent of the Office of the President of the Federation.

(R) Pre-Recordings and Phonograph Records

(1) If pre-recordings which are made by instrumentalists and leaders employed hereunder, are used at rehearsals of a program, such instrumentalists and leaders shall be deemed present at such rehearsals and shall be paid in accordance with the applicable scale wage and conditions prescribed by this agreement during such rehearsals while such

pre-recordings are in use, without being required to perform other services during such period.

(1a) For Ballet only, the following payment shall be made to each musician for each day the pre-recordings are used during an eight hour rehearsal call for the dancers.

<b>INITIAL DATE</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
Payment for each day used	\$234.85	\$241.89	\$249.15

(2) If a commercial phonograph record is used in the studio at rehearsals of a program, the instrumentalists and leaders employed hereunder for such program shall be deemed present at such rehearsals and shall be paid in accordance with the applicable scale and conditions prescribed by this agreement during such rehearsals while such phonograph records are in use, without being required to perform other services during such period.

(S) Late Payment Penalty

Failure to make any payment on the due dates aforesaid shall require payment of an additional amount equal to five percent (5%) of the initial amount payable if such payment is made between the 16th and 30th business days (excluding intervening Saturdays, Sundays and holidays) following the due date. Payments made between the 31st and 60th business days shall require, in lieu of the said additional five percent (5%) payment, the payment of an additional amount equal to ten percent (10%) of the initial amount payable. Payments made after such 60th business day shall require, in lieu of the said additional ten percent (10%) payment, the payment of an additional amount equal to fifty percent (50%) of the initial amount payable. Such penalty payments shall not be required when Employer's failure or delay in paying results from (i) Employee's failure or delay in furnishing a W-4 form, (ii) leader's or contractor's failure or delay in furnishing a Form B Contract, or (iii) the existence of a bona fide dispute as to the amount due and payable.

(T) Sound Track Regulations

- (1) Employer will not use or deal with sound track made hereunder for any purpose whatsoever, except to accompany the program for which such sound track was originally produced.
- (2) Employer will not use any sound track in any program which is the subject of this agreement unless such sound track is recorded under the terms of this agreement. No sound track recorded under the terms of this agreement may be augmented by sound tracks which are not recorded under the terms of this agreement.
- (3) Without regard to the duration of this agreement, Employer shall not dub or give permission to others to do so and shall prevent others from so doing, any sound track containing performances by persons covered by this agreement for the purposes of producing phonograph records or similar devices (nor give permission to others to do so and shall prevent others from so doing) unless prior notice of intention to do so has been given to the Office of the President of the Federation. In the event of such dubbing, the Employer shall pay to all persons covered by this agreement, as additional compensation for the rendition of such original performances, an amount equal to the scale for such new use and shall also make any and all additional payments applicable to such new use.

- (4) Employer shall not use any program or sound track made hereunder (nor give permission to others to do so and shall prevent others from so doing) for purposes other than those specifically mentioned in paragraph 1 of this agreement.
- (5) The substance and intent of (1) through (4) above shall be incorporated into all agreements made by us relating to the selling, licensing, lending, giving, exhibition, utilizing, or other disposition or use of the programs and/or sound tracks which are the subject of this agreement.

(U) Health and Welfare

The Employer will contribute the following amounts on behalf of each musician to the lawful Health and Welfare Fund established by a Federation Local:

<b>INITIAL DATE</b>	<b>6/1/16</b>
Contribution per day	\$25.00
Maximum contribution per week	\$125.00

For arrangers, orchestrators and copyists, the Employer will contribute the following amounts for each show on which such arranger, orchestrator or copyist is engaged, with the provision that the weekly maximum stated below shall apply for an Arranger, orchestrator, or copyist engaged to render services on five (5) or more shows per week:

<b>INITIAL DATE</b>	<b>6/1/16</b>
Contribution per day	\$25.00
Maximum contribution per week	\$125.00

With respect to any such service performed within the jurisdiction of a Federation Local where no Fund is established, the Employer shall pay said sum to each musician. With respect to Symphony, Opera or Ballet orchestras whose members are provided health and welfare benefits under the Master Contract, the aforesaid payments shall be made to the AFM-EP Fund on behalf of each musician.

(V) New Devices

Electronic instruments may be used creatively for the unusual sounds these instruments are capable of producing, but shall not be used to displace sections of traditional musical instruments without the prior agreement of the President's Office of the Federation.

(W) Radio Simulcasts

Employer shall have the right to simulcast the audio portion of a public televised program on public radio stations provided that all of the instrumentalists, arrangers, orchestrators, and copyists covered by the terms of this agreement are paid the following amounts over and above applicable Public Television Wage Scales. Commercial radio stations may also carry the simulcasts on a sustaining basis when no public radio stations are available to carry the program:

INITIAL DATE	6/1/16	6/1/17	6/1/18
Additional payment	\$83.48	\$85.99	\$88.57

(X) Supplemental Markets

(1) The provisions of this Article shall apply to all programs initially produced for Public Television, either prior to or during the term of this agreement, which are actually distributed in supplemental markets during the term of this agreement.

(2) Definition of Supplemental Markets

The term "Supplemental Markets" as used in this agreement, means only the exhibition of television programs by means of cassettes, pay-type CATV, or Pay Television as those terms are hereafter defined in this paragraph and the exhibition of television programs on any commercial carrier such as commercial airlines, trains, ships and buses (referred to herein as "In-Flight"). It shall also include television programs originally produced in English and dubbed in non-English languages for free TV exhibition under the circumstances described in par. (d), below.

(a) Cassettes:

For the purpose of this agreement, a cassette is any audiovisual device, including, without limitation, cassette, cartridge, phonogram or other similar audio-visual device now known or hereafter devised, containing a television program (recorded on film, disc, tapes or other material) and designed for replay . The sale or rental of cassettes for replay in the home, or in other closed circuit use such as hotel rooms, constitutes the "Supplemental Market" for the purposes of this agreement. The foregoing definition does not include the exhibition of a television program by cassette over a public broadcast station.

(b) Pay-Television:

Exhibition of television programs by means of telecast, cable, closed circuit, the Internet or other means where substantially all systems to which the program is licensed meet the following tests:

(i) a separate channel is provided for which the subscriber pays a separate fee (which fee is a major charge relative to other charges made to the subscriber) for that channel;

and/or

(ii) the subscriber pays for the program or programs selected (except that a motion picture or motion pictures selected for which only a token charge is made shall not be considered pay television);

and/or

(iii) the subscriber pays a fee for an encoded telecast, which fee is a major charge relative to other fees paid for encoded telecasts.

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The foregoing tests cover those types of services and systems which exist in the industry today and are commonly understood in the industry to be pay television services or systems.

- (c) Notwithstanding anything to the contrary contained in this Supplemental Markets Section, if a program is delivered over a pay television service as defined in subparagraph (b), above, solely through the Internet or other similar systems (e.g., intranet or other computer delivery system), the Employer shall pay to the musicians (to be divided among them as determined by the Federation) one per cent (1%) of the Employer's gross derived from such pay television distribution, in lieu of any other payments provided under this Supplemental Markets Section. If the program is delivered over a pay television service through the Internet and other means, such as cable, this subparagraph (c) shall not be applicable and normal payments under this Supplemental Markets Section shall be made.

- (d) Non-English Speaking Free Television Exhibition

The release on a free television broadcast station which broadcasts primarily in a language other than English of a program originally produced in English under a Public Television Agreement which has been dubbed in the non-English language shall be covered by this Supplemental Markets provision.

(3) Computation of Payment

- (a) Base Amounts

- (i) The following base amounts shall be used for computing payments to each instrumental musician, leader, contractor, arranger and orchestrator whose services were included in such television program:

Type of Program	Base Amount Per Person Per Program
One-half hour (and all strip programs including strip variety programs regardless of length)	\$300.00
One hour	\$375.00
One and one-half hour	\$450.00
Two hours	\$525.00
Each additional one-half hour or fraction thereof	\$ 75.00

- (ii) Employer agrees to establish for librarians who performed services for such programs and whose names appear as such on the original Form B Contract for the program and for copyists for such programs (limited to a maximum of 5 copyists) a base amount of \$300.00 per person, per program, regardless of length. If more than five Copyists were actually employed on the program, the sum of \$1,500.00 shall be divided equally among all such copyists.

- (b) Supplemental Market Fees

- (i) Supplemental Market Fees shall be computed on the foregoing base amounts as follows:

1. When such television program is initially released in any Supplemental Market (or committed to release, as hereinbefore provided), except "In-Flight" (and except for educational use) the musician shall be paid 15% of the applicable base amount; and when the Distributor's gross receipts (as defined in subsection (ii) below) from the distribution of such television program in such Supplemental Markets equals \$62,500.00, the musician shall be paid an additional 10% of the applicable base amount; provided, however, with respect to gross receipts from "In-Flight" distribution, 30% of the base amount shall be payable upon initial release of the program for such market; and provided further that the total payment or payments under this subparagraph (i) shall not exceed thirty percent (30%) of the applicable base amount. The Employer shall pay 1% of Distributor's gross receipts as defined in the AFM Film Labor Agreement from the distribution in Supplemental Markets for educational use, credited to each participating musician pro-rata.
  2. When such gross receipts from the distribution of such television program in Supplemental Markets amount to \$125,000, the following additional percentage of the base amount shall be due: 10%
  3. When such gross receipts from the distribution of such television program in Supplemental Markets amount to \$200,000, the following additional percentage of the base amount shall be due: 25%
  4. When such gross receipts from the distribution of such television program in Supplemental Markets amount to \$300,000, the additional following percentage of the base amount shall be due: 25%
  5. When such gross receipts from the distribution of such television program in Supplemental Markets amount to \$400,000, the following additional percentage of the base amount shall be due: 25%
  6. When such gross receipts from the distribution of such television program in Supplemental Markets amount to \$500,000, the following additional percentage of the base amount shall be due: 25%
  7. After each additional full increment of \$100,000 of such gross receipts in excess of \$500,000, the following additional percentage of the base amount shall be due: 10%
- (ii) Definition of Distributor's Gross Receipts Except for Educational Use
1. In applying the formula set forth in this Section for calculating Supplemental Market fees, Distributor's gross receipts shall be included in the formula at 100% of the actual amount of such gross receipts for all Supplemental Markets.
  2. As used herein, the term "Distributor's Gross Receipts" shall mean the absolute gross income received by all Distributors (as hereinafter defined) of such television program from the Supplemental Market use thereof anywhere in the world, and including the case of a "foreign territorial sale" by any such Distributor, the income received from such sale by such Distributor, but not

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the income received by the “purchaser” or the “licensee”. “Distributor” as used in this agreement shall mean the Employer when it distributes such program for Supplemental Market use.

Gross receipts at the retail level would not be Distributor’s gross receipts hereunder. Further, if the Employer itself acts as distributor and retailer, a reasonable allocation of the retail gross receipts shall be made as between the Employer as Distributor and the Employer as retailer, and only the former shall be deemed to be Distributor’s Gross Receipts.

3. The Distributor’s Gross Receipts shall not include:

- A. Sums realized or held by way of deposit as security, until and unless earned, other than such sums as are non-returnable;
- B. Rebates, credits or repayments for cassettes returned (and in this connection the Employer shall have the right to set up a reasonable reserve for returns);
- C. Sums required to be paid or withheld as taxes, in the nature of turnover taxes, sales taxes or similar taxes based on the actual receipts of such program or on any moneys to be remitted to or by the Employer or such other distributor; but there shall not be excluded from Distributor’s Gross Receipts any net income tax, franchise tax or excess profit tax or similar tax payable by the Employer or such Distributor on its net income or for the privilege of doing business.

D. Frozen Foreign Currency

Until the Employer shall either have the right to freely use such foreign currency, or Employer or Distributor has the right to transmit to the United States to Employer or Distributor such foreign currency from the country or territory where it is frozen. If such currency may be utilized or transmitted as aforesaid, it shall be deemed to have been converted to United States dollars at the rate of exchange at which such currency was actually transmitted to the United States as aforesaid, or if not actually transmitted, then at the prevailing free market rate of exchange at the time such right to use or to transmit occurs. Frozen foreign currency shall be deemed to be unblocked on the basis of “first in, first out” unless otherwise allocated by local foreign fiscal authorities. Allocation of such unblocked funds as between revenue which serves as the basis of determining payments hereunder and other revenue, shall be on a proportional basis, subject to different earmarking by local foreign fiscal authorities.

E. Receipts Attributable to Distribution for Educational Use

(iii) Allocation of Gross Receipts

If any agreement for distribution in the Supplemental Market includes more than one (1) program, or includes both Supplemental Market rights and other rights, the Employer shall make a reasonable allocation for the purpose of determining payments due hereunder.

(iv) No pension or welfare contributions to the AFM funds shall be required to be paid on Supplemental Market fees.

(v) Time of Payments and Reports

Payments of any Supplemental Market fees due under this Article (V) shall be made annually on the basis of annual statements, as hereinafter provided, except that the initial fees payable on release in Supplemental Markets (V)(3)(b)(i)1., shall be paid within sixty (60) days after such release. Employer shall furnish to the Federation written annual reports showing the Employer's gross receipts, in accordance with the foregoing, from distribution of programs in Supplemental Markets. The Federation shall have the right, at reasonable times, to examine the books and records of the Employer insofar as they relate to the Employer's gross from distribution in Supplemental Markets.

(vi) At such times as the gross receipts from the sale of cassettes totals \$10 million of total industry sales, the Federation shall have the right to reopen the cassette provisions of this agreement for negotiation.

(vii) If, during the term hereof, the Federation shall enter into an agreement with any other producer upon terms more favorable than or different from these contained in this agreement, Employer shall have the right, at its option, to cause this agreement to be conformed therewith.

(viii) Employer has the right to release a program on Basic Cable TV upon the making of a step-up payment equal to the difference between the initial compensation paid under the Public Television Agreement and the wage scale payment that would have been due for the program under the AFM's Videotape Labor Agreement, plus the initial release Supplemental Market fee of 5% of the applicable base amount as described in the Supplemental Market section of the Videotape agreement. If the program payment due under the Videotape Agreement is equal to or less than the initial compensation paid under the Public TV Agreement then the musicians must receive the applicable initial Supplemental Market fee of 5% of the applicable base amount as provided for in the Videotape agreement.

#### (4) Optional Cassette Formula

The following formula, rather than the formula of Section I (X)(3)(a) and (b) above, may be elected by the Employer for any program or series produced under this Agreement or any prior National Public Television Agreement not already released in videocassette/disc supplemental market distribution. Under this formula, the Musicians shall receive an aggregate payment(s) equal to two percent (2%) of Distributor's gross receipts as defined in subparagraphs (a) and (b) below. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the videocassette/disc release). The Employer shall be responsible for all payroll costs.

For purposes of calculating Supplemental Markets fees due under this Section I(X)(4) arising from the distribution of programs on "cassettes," as defined above, the term "Distributor's gross" is defined as follows:

- (a) If the Employer is the Distributor or the Distributor is owned by or affiliated with the Employer, the "Distributor's gross" derived from the distribution of such program by "cassettes" shall be twenty percent (20%) of the worldwide wholesale receipts derived by the Distributor. In such cases, if the Distributor is also the retailer, a reasonable allocation of the retail gross receipts shall be made as between the Distributor as distributor and the Distributor as retailer, and twenty percent (20%) of the former only shall be deemed to be "Distributor's gross."
- (b) If the Employer is not the Distributor and is not owned by or affiliated with the Distributor, the "Distributor's gross" shall be one hundred percent (100%) of the fees received by the Employer from licensing the right to distribute such program by cassette.

(5) Optional Basic Cable and "In-Flight" Formula

The Following formula rather than the formula of Section I(X)(3)(a) and (b) above may be elected by the Employer for release in domestic or foreign basic cable and/or "In-Flight" for any program or series produced under this Agreement or any prior National Public Television Agreement. Under this formula the musicians shall receive an aggregate payment(s) equal to two percent (2%) of Distributor's gross receipts as defined in this Agreement. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the release). The Employer shall be responsible for all payroll costs.

(6) Optional Pay TV Formula

The following formula rather than the formula of Paragraphs Section I(X)(3)(a) and (b) above may be elected by the Employer for release in domestic or foreign pay type CATV and/or Pay Television of any program produced under this Agreement or any prior National Public Television Agreement. Under this formula, the musicians shall receive an aggregate payment(s) equal to two percent (2%) of Distributor's gross receipts as defined in this Agreement. Payments shall be made on a twice per calendar year basis, at which time the Federation shall be provided with reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the release). The Employer shall be responsible for all payroll costs.

(7) Donor Screening, Film Festival, One-Night Only Theater Event

Where an Employer (or co-producer) hires musicians to perform work covered by this Agreement in the production of a television program under this Agreement, the Employer may use the program, on either a pre- or post- public television broadcast basis, for donor or private station screenings, and/or for exhibition at one film festival, and/or for use in a one-night only theater event for the payment of two percent (2%) of Distributor's gross receipts. Payments shall be made on a twice per calendar year basis along with accompanying reports (identifying the programs, the total amount of money owing for each program and the Musicians whose services were used in connection with the program). The Employer shall be responsible for all payroll costs. This provision does not apply to television programs produced from Broadway or Lincoln Center performances.

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(Y) Direct Broadcast Satellite (DBS)

Employer shall have the right to release any program produced under this or any previous PBS agreement for Direct Satellite Broadcast as commonly understood in the Industry in perpetuity provided the musicians were paid initially the following minimums.

½ hr. program	program rate plus one hour rehearsal
1 hr. program	program rate + 2 hrs rehearsal
1 ½ hr program or longer	program rate + 3 hrs rehearsal

In the event these programs were not paid for at the foregoing minimums. Employer shall have the right to release these programs in perpetuity by paying each musician whose music is included in these programs the sum of \$7.50.

(Z) DTV:

Employer shall have the right to broadcast digital television programs which have been produced under this agreement or any previous PBS agreement on a multicasting basis on digital bands divided into (4) separate signals and may also release such programs on digital cable in exchange for payment of the initial minimum compensation.

This provision will be in effect for at least 18 months commencing Oct. 1, 1999 and the AFM shall have the right at the end of this period to reopen this provision after this period by giving a 90 day notice to all PBS signatory companies.

(AA) Most Favored Nations Clause

In the event that the President's Office of the Federation enters into a collective bargaining agreement with any other public broadcasting station or agency which provides for rates or conditions more advantageous to the latter than those provided herein, such other rates or conditions shall be automatically substituted for those herein effective as of the beginning date hereof.

(BB) "Making Of" Programs

The Employer may use up to twelve (12) minutes in aggregate of excerpts that contain soundtrack from any program covered under this or any prior AFM National Public Television Agreement in any single 'making of' program, regardless of the length of that 'making of' program; in all media, without the payment of additional compensation provided that no single excerpt is longer than five (5) minutes and provided further that such 'making of' programs shall be limited to programs that are promotional in nature.

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**II**  
**ARRANGERS, ORCHESTRATORS AND COPYISTS**

The compensation and other conditions relating to arrangers, orchestrators and copyists shall be as set forth in Exhibit C, except that if any program is not broadcast or exhibited after the initial release referred to in I(A)(1), the compensation shall be 75% of such rates.

**III**  
**ALL CLASSIFICATIONS**

(A) Reuse of Programs

- (1) Following the expiration of the Initial Broadcast Cycle of any program made under I(A)(2) above, unlimited broadcast and exhibition use of the program may be continued in the United States and Canada upon the following payment:

For a Second Broadcast Cycle of three (3) years (five (5) years for documentary programs): 100% of the compensation paid under Table 2 of I(B) above.

- (2) Following the expiration of the Initial Release of any program made under I(A)(1) above, further releases of the program may be made upon the following payment:

For a Second Release (unlimited broadcast during a seven (7) day period within two (2) years after Initial Release): the difference between the compensation payable under Table 2 and that initially paid under Table 1 of I(B) above.

- (3) Following local station broadcast of any program made under local wage scales, national distribution of the program may be made upon the following payment:

For Initial Release (as defined in I(A)(1)): the difference between the local payment and Table 1 of I(B) above.

For Initial Broadcast Cycle (as defined in I(A)(2)): the difference between the local payment and Table 2 of I(B) above.

- (4) Arrangers and orchestrators shall receive similar reuse payments based upon actual scale compensation but not in excess of the reuse payment made to the leader computed at leader's scale. Copyists shall receive similar reuse payments based upon actual scale compensation, but not in excess of the reuse payment made to the instrumentalists computed at basic scale.

(5) Pledge Programs Reuse

Following the expiration of the Initial Broadcast Cycle of any program aired for pledge purposes under I(A)(2) above, unlimited broadcast and exhibition use of the program may be continued in the United States and Canada as follows:

For each subsequent broadcast cycle of eight releases over twenty-five (25) months, payment as a percentage of the compensation paid under Table 2 of I(A) above shall be paid pursuant to the following schedule:

BROADCAST CYCLE	% OF COMPENSATION
Second	50%
Third	40%

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Fourth	35%
Fifth and subsequent	25%

(B) Foreign Use of Programs

- (1) Programs made under this agreement may be used for unlimited broadcasts by means of satellite cable, recording or other means now or hereafter developed, outside the United States and Canada, upon television stations where no admission is charged for the privilege of attending or viewing such broadcast, before, during, or after transmission over television, upon payment to each instrumentalist, leader and contractor who performed services in connection with such program of 45% of the scale pay set forth in I(B) above; or said programs may be so broadcast in the following specified foreign areas upon payment to each of the aforesaid persons in the groups above named and the percentages of such scale pay set forth alongside each area:

Foreign Area		Percentage
Area 1	England, Scotland, Wales and Ireland	20%
Area 2	All European countries including Iceland, but excluding those countries in Area 1	10%
Area 3	The entire continent of Africa and adjacent islands including the Island of Madagascar and the Island of Cyprus	5%
Area 4	The continents of Asia and Australia, New Zealand, Japan, the East Indies and all the islands in the Pacific and Indian Oceans (except those adjacent to the continents of Africa, North America and South America)	5%
Area 5	Central America, Mexico, South America, Greenland, the Caribbean Islands and all other islands adjacent to the American continents	5%

The foregoing shall not apply to programs produced specifically for foreign use.

- (2) Arrangers and orchestrators shall receive the applicable percentage payment for foreign use, based upon actual wages earned at scale, but in no event shall such foreign use payment exceed the foreign use payment to the leader computed at leader's scale. Copyists shall receive the applicable percentage payments for foreign use, based upon actual wages earned at scale, but in no event shall such foreign use payment exceed the foreign use payment to the instrumentalists computed at scale.
- (3) The rates of pay applicable to videotapes made under this agreement and transmitted by means of satellite, cable recording or other means now or hereafter developed for broadcast only in the foreign areas set forth above (without limit as to number of showings), shall be 75% of the scale pay set forth in Exhibit A hereto.
- (4) Where excessive rehearsal hours have resulted from mechanical difficulties and/or failure of equipment, the number of rehearsal hours to be included in the scale pay for the purpose of determining the percentage payments due under this paragraph shall be limited as follows:

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½ hr. program	a maximum of ten hours.
1 hr. program	a maximum of 15 hours
1 ½ hr program or longer	a maximum of twenty hours

(C) Payment

Each and every payment to be made pursuant to this agreement, including but not limited to payments of contributions to the American Federation of Musicians and Employers Pension Welfare Fund (Canada), shall be made through the local union of the Federation in the jurisdiction of which the original services were performed unless other arrangements are made by such local union. Each such payment shall become due and payable within fifteen (15) days (excluding intervening Saturdays, Sundays and holidays) following the “accrual

date” of such payments. The “accrual date” for payments for original performances shall be the date of such original performance. The “accrual date” for payment of additional payments based on broadcasts following the first period of seven (7) days of broadcast shall be the date of the first broadcast in each such subsequent permitted cycle. The “accrual date” for payment of additional payments based on foreign broadcasts shall be the date of the first broadcast outside the United States and Canada. The “accrual date,” for payments of contributions to the said pension funds shall be the same date as the accrual date of the payment on which such contribution is based, provided that the trustees of such pension funds may agree with contributors with respect to single monthly payments of such pension contributions.

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**EXHIBIT B**  
**Pension Funds**

1. Employer shall contribute an amount equal to eleven percent (11%)\* of all earnings of whatever nature covered by this agreement, computed at scale (a) with respect to services rendered in the United States, to the American Federation of Musicians and Employers Pension Fund, created pursuant to Trust Indenture, dated October 2, 1959; and (b) with respect to services rendered in the Dominion of Canada, to the American Federation of Musicians and Employers Pension Plan Welfare Fund (Canada), created pursuant to agreement and Declaration of Trust, dated April 9, 1962 We agree to be legally bound by the agreement and Declaration of Trust establishing the American Federation of Musicians and Employers Pension Fund as amended from time to time, which is incorporated by reference into this agreement.

It is understood that under the terms of said trust agreements, the employees (in addition to musicians as therein defined) on behalf of whom contributions to the aforesaid Funds may be made by other employers include the following:

- (i) Full-time employees of the Funds themselves,
  - (ii) Full-time office and clerical employees of the Federation and any of its affiliated Locals, and
  - (iii) Duly elected officers and representatives of the Federation and any of its affiliated Locals.
2. The Employer shall submit such reports in such form as the trustees may reasonably require and the Employer's records shall be subject to such reasonable audit by the trustees as the trustees may require.
  3. (a) The Employer agrees that it shall furnish to the Federation, simultaneously with its delivery thereof to the Trustees, copies of any and all statements submitted to such Trustees under said Trust Indenture.  
  
(b) The Employer agrees that the Federation shall have the right from time to time, upon reasonable notice to Employer, without limitation to the duration of this agreement, and at all reasonable times during business hours, to have the Federation's duly authorized agents examine and audit the Employer's records and accounts concerning all transactions which are subject to payments pursuant to this Exhibit B; such examination and audit to be made for the purpose of ascertaining what sums, if any, may be due and of verifying any statements made by the Employer pursuant to this Exhibit B. The Employer agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records.

The Federation and said trustees, or either of them, may enforce the provisions contained in this Exhibit B.

\*Under the previous agreement the 10% contribution increased to 10.4% effective June 1, 2010 and to 10.9% effective April 1, 2011 in accordance with the Pension Fund Rehabilitation Plan. The current 11% rate, effective June 1, 2016, will remain at that amount if the Pension Fund Rehabilitation Plan ceases.

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**EXHIBIT C**  
**ARRANGERS, ORCHESTRATORS, COPYISTS**

Arrangers, orchestrators and copyists shall be paid not less than the rates set forth below and the conditions set forth shall apply:

A. Arrangers

- (1) Definition — Arranging is the art of preparing and adapting an already written composition for presentation in other than its original form. An arrangement shall include reharmonization, paraphrasing and/or development of a composition so that it fully represents the melodic, harmonic and rhythmic structure and requires no changes or additions.
- (2) Minimum Rates — Since arranging represents highly individual skills, the wages paid for arranging are left to the discretion of the person doing the work, provided, however, that the wages shall never be less than provided for in Paragraph B.
- (3) Credits — On any program where the Leader receives name credit, Arrangers and Orchestrators performing services on said show shall receive similar name credit.

B. Orchestrators

- (1) Definition — Orchestrating is the labor of scoring the various voices and/or instruments of an arrangement without changing or adding to the melodies, counter-melodies, harmonies and rhythms.
- (2) Time Rates for Orchestrators — May be used only on adjustments, work at rehearsals, alterations, additions and in other situations where page rates are impractical. The hourly rates for time work shall be \$51.75 6/1/16, \$53.31 6/1/17, and \$54.91 6/1/18
- (3) Page Rates for Orchestrators (subject to the rules of Paragraph "B.(4)").
  - (a) For not more than ten parts per score page:
    - (1) Orchestrating an arrangement when incomplete material is furnished, per page \$34.56 6/1/16, \$35.60 6/1/17, and \$36.66 6/1/18 .
    - (2) When complete material is furnished, per page \$17.37 6/1/16, \$17.89 6/1/17, and \$18.42 6/1/18.

(COMPLETE MATERIAL shall fully represent the melodic, harmonic, and rhythmic structure, and shall require no changes or additions.)

- (b) For each additional single line part in excess of ten parts per score page, \$1.37 6/1/16, \$1.41 6/1/17, and \$1.46 v.
- (c) For adding parts to a score already orchestrated (regardless of who the orchestrator was), per score page, per instrument, \$1.87 6/1/16, \$1.92 6/1/17, and \$1.98 6/1/18.

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- (d) For adding piano part, per score page, \$3.57 6/1/16, \$3.68 6/1/17, and \$3.79 6/1/18.
  - (e) Orchestrating the parts (without score), the combined rate for orchestrating and copying.
  - (f) For taking down a lead from voice, instrument or mechanical device, including symbols: text (one line) not to exceed one hour with overtime units of half-hours, \$37.45 6/1/16, \$38.58 6/1/17, and \$39.74 6/1/18.
  - (g) For scoring a piano part from a lead or melody sheet, per piano page, \$34.56 6/1/16, \$35.60 6/1/17, and \$36.66 6/1/18.
  - (h) For scoring a two-line or three-line full piano part from an orchestra score (or parts) or for scoring for solo piano, accordion, harp, etc., for individual performances, per piano page, \$63.93 6/1/16, \$65.84 6/1/17, and \$67.82 6/1/18.
  - (i) For scoring page for (choral) voices (a page consisting of four voices, including piano part, four measures per page, with *come sopras* being paid for), per page, \$15.10 6/1/16, \$15.55 6/1/17, and \$16.02 6/1/18 with payment for additional voices being the same as for additional instruments.
- (4) The following rules shall apply to page rates:
- (a) A score page consists of four measures and shall be computed on the basis of a minimum of ten parts.
  - (b) Double staff and divisi parts shall count as two parts.
  - (c) A pick-up shall be computed as a full measure.
  - (d) *Come sopras* shall be paid for.
  - (e) Repeats shall not be used within a chorus to reduce the wage paid (but repeats, del segno and the like, which appear in the composition are permissible).
  - (f) The last page may be paid for on a half-page basis.
  - (g) The page rates do not include proofreading service.
  - (h) Voice and conductor parts written into a score shall be treated as instrumental parts.
  - (i) The word "piano" shall be deemed to include organ, harp, celeste, harpsichord, accordion, cimbalom, etc., when written on two (2) staves.

### C. Copyists

- (1) Applicability — The minimum rates set forth in this Section C. shall apply as follows:
- (2) Time Rates for Copyists — May be used only on pasting, cutting, production lines, and in other situations where page rates are impractical. The hourly rate for time work shall be \$30.61 6/1/16, \$31.53 6/1/17, and \$32.47 6/1/18.

**PAGE RATES FOR COPYING**

Page rates for copyists shall be as follows (subject to the rules set forth in paragraph C (4)):

	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
<b>INSTRUMENTAL PARTS:</b>	B & W	B & W	B & W
1. a. Single stave parts (single notation)	\$5.66	\$5.83	\$6.00
b. Single stave parts-chorded	\$11.07	\$11.40	\$11.74
2. a. Double stave parts-chorded (piano, harp, organ, celeste, etc.)	\$11.07	\$11.40	\$11.74
b. + vocal cue	\$13.98	\$14.39	\$14.83
3. a. Rhythm piano parts (chord symbols + bass line)	\$9.20	\$9.48	\$9.76
b. + vocal cue	\$11.85	\$12.20	\$12.57
4. Piano-vocal (3 staves with lyrics) (Piano cued & Lyric rate)	\$16.56	\$17.05	\$17.56
5. Lead sheet (melody + chord symbols + lyric one set)	\$27.54	\$28.37	\$29.22

	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
<b>VOCAL PARTS:</b>			
6. a. Single voice line + lyrics	\$11.07	\$11.40	\$11.74
b. Foreign language lyrics - extra per page	\$2.45	\$2.53	\$2.60
7. a. Choir parts with lyrics (1 set)	\$23.80	\$24.52	\$25.25
b. Foreign language lyrics - extra per page	\$4.01	\$4.13	\$4.25

	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
<b>CONDUCTOR PARTS:</b>			
8. a. Conductor, piano-conductor production, control, etc. (Two staves only)	\$31.04	\$31.97	\$32.93
b. Foreign language lyrics, extra page	\$55.88	\$57.56	\$59.28
c. Conductor's lead sheet (single stave) no words or lyrics	\$22.15	\$22.82	\$23.50

<b>ADDING LYRICS OR WORDS:</b> (per set, per page)	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
9. a. Single stave parts	\$2.64	\$2.71	\$2.80
b. Multiple stave parts	\$2.64	\$2.71	\$2.80
c. Foreign language	Double Above Rates		

<b>10. NUMBERING BARS (per page)</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
B & W	\$1.26	\$1.30	\$1.34
Repro	\$2.53	\$2.60	\$2.68

<b>11. CHORD SYMBOLS (when added, per page)</b>	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
a. Single stave parts			
B & W	\$2.64	\$2.71	\$2.80
Repro	\$5.27	\$5.43	\$5.59
b. Multiple stave parts			
B & W	\$1.36	\$1.40	\$1.44
Repro	\$2.72	\$2.80	\$2.89

12. Any part for solo performance	+50%		
13. Special routines	+50%		
14. Symphony rate	+50%		

15. Transposition	+50%		
16. Master copy for reproduction (all parts not listed)	Double part price		
17. Time Work	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
a. From 9:00 am to 6:00 pm (Straight time)	\$30.61	\$31.53	\$32.47
b. From 6:00 pm to 9:00 am (time and 1/2)	\$45.30	\$46.65	\$48.05
c. Sundays and holidays	\$60.81	\$62.64	\$64.52
18. Adding symbols (other than chord symbols) for Electronic Instruments or Devices	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
a. Single stave parts	\$2.64	\$2.71	\$2.80
b. Multiple stave parts	\$1.54	\$1.59	\$1.64

(3) The following rules shall apply to page rates:

- (a) For duplicating orchestra and band scores (note for note), the minimum rate shall be one-half (½) of the orchestrating rate for scoring same.
- (b) For remaking a score from regular parts, the minimum rate shall be one-third of the orchestrating rate for scoring same.
- (c) Modulations, new introductions, endings and interpolations from piano shall be paid for at orchestrating rates.
- (d) Symphony, opera, cantata, oratorio, ballet or any other standard or classical music (copies, transcriptions, extractions) shall be paid for at one-half more than the rates listed.
- (e) Special routine work (writing only) where two or more scores or orchestral parts must be used or referred to in extracting the parts shall be paid for at fifty percent (50%) more than the rates listed, provided, however, that no extra charge shall be made for transposition.
- (f) The contracting copyist shall be designated as a supervisor copyist and he/she shall be paid for his/her services 25% more than the listed rates for the work with respect to which he/she acts (including copying done by him/her) when the services of more than one Copyist are necessary to complete the work assignment.
- (g) When two or more copyists are required to split scores for the convenience of the Employer, each copyist shall be paid at page and half page rates for the section copied by him/her, but not less than the applicable hourly rate.
- (h) Rates for copying do not include any proofreading services. Proofreading, if required by the Employer, shall be paid for at the rate of \$44.11 6/1/16, \$45.43 6/1/17, and \$46.79 6/1/18.
- (i) Divisi parts shall be paid for on a pro rata basis.
- (j) Editing shall be paid for at the copying rate plus 50%.

- (k) Rates shall be computed on the basis of ten stave paper, except that parts requiring three or more braced staves shall be written on twelve stave paper, unless impractical.
- (l) Rates shall be computed on page and half-page rates except that the first page shall be paid in full rather than prorated.
- (m) An average of four measures per stave shall be secured, if possible, and two staves of the first page (or any following pages, if necessary) shall be used for titles or other written items.
- (n) The copyist who prepared the original part shall be paid the listed rate for any reproductions thereof by any mechanical means whatsoever except where a master copy was previously paid for at the rate listed.
- (o) All paper and necessary working material shall be supplied by the Employer or furnished by the copyist at cost.
- (p) Transposition of all parts shall be paid for at fifty percent (50%) more than the listed rates.
- (q) Use of rehearsal letters every two, three or four measures or to circumvent payment for numbering shall not be deemed normal use.

D. Librarians

Librarians required to do arranging, orchestrating and/or copying music shall be paid page rate respectively for such arranging, orchestrating and/or copying, in addition to their regular salary.

For all hours worked between 12:00 midnight and 7:00 a.m., 50% additional to the classified rate shall be paid.

Playing librarians shall receive for their services as librarians \$48.54 6/1/16, \$49.99 6/1/17, and \$51.49 6/1/18 . per hour, or fraction thereof, minimum time, two (2) hours.

	<b>6/1/16</b>	<b>6/1/17</b>	<b>6/1/18</b>
Non-playing librarians shall receive for their services as librarians a minimum for 2 hours service or less	\$158.68	\$163.44	\$168.35
Overtime, above the minimum two hour call, shall be paid for at rate per hour or fraction thereof	\$53.00	\$54.59	\$56.22
Non-playing librarians required to work on day other than day of broadcast, per hour	\$53.00	\$54.59	\$56.22

E. General Rules Applicable to Arrangers, Orchestrators and Copyists

- (1) The arranger or orchestrator shall deliver to the copyist a full score. A full score is a visual representation of parts to be performed by instruments and/or voice of a musical ensemble systematically placed on a series of staves, one above the other, and in which

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no other than two instruments are combined on a single staff. Abbreviations by *come sopra* and/or *col* indications within the same score may be used.

- (2) Arrangements, orchestrations and parts previously made for a use other than on videotaped television programs shall be paid for hereunder when first used for a videotaped television program. Arrangements, orchestrations and parts made initially for a videotaped television program shall not be used in any other field either by the Employer or with its authorization unless the rate applicable to such other purposes is paid.
- (3) Arrangers, orchestrators and copyists shall stamp the first and last pages of all arrangements and scores and the first page of all parts with their official, union stamp. Card number, local and year must be written on deshon master copy.
- (4) Minimum pay for any job assignment shall be no less than the equivalent of a four hour call at the applicable hourly rate.
- (5) Orchestrators and copyists shall receive the following premium rates:
  - (a) For work from 6:00 p.m. to 9:00 a.m., the listed rate plus one-half.
  - (b) For work performed on the same job at any time following a call back less than eight hours after prior dismissal during premium pay hours, the listed rate plus one-half.
  - (c) For work in excess of eight hours in one day, the listed rate plus one-half.
  - (d) For work in the U.S. on Sundays and the following holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, double the listed rate.
- (6)
  - (a) If the Employer requests an orchestrator or copyist to work in a city other than the one in which he/she resides or in his/her normal working environs in which he/she is customarily employed, such work shall be paid for at the listed rate plus 25%. In the case of an orchestrator, the Employer shall guarantee a minimum of \$273.45 6/1/16, \$281.65, and \$290.10 6/1/18 per day plus \$152.03 6/1/16, \$156.59 6/1/17, and \$161.29 6/1/18 for personal expenses. In the case of a copyist, the Employer shall guarantee a minimum of \$256.25 6/1/16, \$263.94 6/1/17, and \$271.86 6/1/18 per day plus \$152.03 6/1/16, \$156.59 6/1/17, and \$161.29 6/1/18 for personal expenses.
  - (b) Round-trip first class transportation, with sleeper for overnight travel, shall be furnished by the Employer. Airplane coach is considered first-class transportation.
- (7) Payments for music preparation are due not later than twenty-one working days following submission of W-4 forms and bills for services rendered. If payment is made more than twenty-one but not more than sixty working days after it is due, a 5% penalty must be paid. If payment is made more than sixty working days after it is due, a 10% penalty, in lieu of the 5% penalty, must be paid. The foregoing penalties are inapplicable if the failure to make payment within the period set forth above is as a result of a bona fide dispute as to the right to or amount of compensation.

AGREED:

AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA

By: \_\_\_\_\_  
William E. Zuckerman, as counsel to  
WTTW, WGBH, WETA, Thirteen  
Productions, LLC, Austin City  
Limits & Sesame Workshop

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_