

**Memorandum of Agreement
SAG-AFTRA / Telemundo Television Studios, LLC Agreement
October 1, 2021**

1. Minimum Compensation (Art.4/Schedule A)

A. Annual rate increases of 3% per year over a 3-year term, beginning on the effective date of the Agreement.

2. Benefits (Art.5)

Increase Pension & Health contribution rate by 0.5% to 11.5% on the final day of the contract term (allocation 8.31% to SAG-AFTRA Health and 3.19% to SAG Pension Fund; allocation ratio: 72.27% to health and 27.73% to pension).

3. Compensation for Reuse (Art.6)

A. Amend Article 6.B to include a new residual for SVOD/AVOD exhibition on Peacock at the rate applicable to SVOD, subject to crediting of overscale (amounts exceeding 100% of scale) initial compensation as provided by Article 6.E, except that such crediting shall not exceed 70% of any residuals payment to any cast member, and subject to the first Sideletter referenced in Section 12 of this memorandum of agreement ("MOA"). This provision excludes content produced by Telemundo for initial exhibition on Peacock.

B. Add a new Payment and Reports provision as follows:

"Company shall provide reporting and shall make payment of residuals, if any, based on revenue it receives from the release of a program/series in any residuals-bearing platform or market during a calendar year no later than sixty (60) days following the close of the first quarter of each succeeding calendar year. Late payment penalty of 0.5% per month beginning thirty (30) days following receipt of written notice from SAG-AFTRA informing Company that it has exceeded such reporting and payment deadline."

C. Eliminate residuals crediting in Article 6.E, except for projects exhibited on Peacock as set forth in Section 3.A of this MOA. Applies only to projects produced on or after the date of ratification of this MOA, except as set forth in the second Sideletter referenced in Section 12 of this MOA.

4. Meal Periods (Art.11)

A. Amend Article 11 as follows: "~~...~~ within six (6) hours of initial call; or ~~within~~ 6 hours of last meal period."

B. Define meal period as not less than one (1) hour, with performer free of all duties. A half hour meal period is permissible if a healthy, balanced catered meal is provided, including

vegetarian options, and the Company will use reasonable efforts to provide vegan options. The Company shall provide an area suitable for eating and rest, with tables and chairs provided for all Performers.

- C. Add meal penalties provision of \$10 penalty for first violation in a day, \$20 for second violation in a day, provided that penalties shall not be payable if the Company provides meals within a 15-minute grace period in excess of the six (6) hours from initial call or last meal period (as applicable), such grace period not to be scheduled or routine.

Amend Article 11 and Article 7.H solely to make the enforcement of penalties for meal period violations subject to grievance and arbitration. In the event of other concerns regarding compliance with this Article, the parties will meet to address them during the term of the Agreement.

5. Overtime (Art.12)

Amend Article 12 to require payment of time-and-a-half, computed at applicable minimum, for hours worked in a day after 12 hours. Overtime also shall apply to Stunt Performers.

6. Rest Between Days (Art.13)

A. Increase rest between days to 11 hours, except on location where current rest between days provision continues to apply. In COVID sideletter, provision allowing up to 30 minutes of COVID testing time not to trigger penalty, said time is compensable to all but main cast.

B. Increase penalty for violation of rest period (forced call) to \$30 paid in half-hour increments (currently \$20/hr of invasion, in quarter hour increments).

7. Cancellation (Art.20)

Amend Article 20 to require notice of cancellation by 4pm of the preceding day.

8. Term (Art.22)

A. Three (3) years commencing as of ratification or October 1, 2021, whichever first occurs. Changes in contract terms shall not be effective until ratification.

B. Add the following language in Article 22:

"In the event either party has not served appropriate timely notice of termination for the expiration date above, the Agreement shall be extended on a day-to-day basis until thirty (30) days after either party serves written notice of termination on the other:"

9. Harassment / Safety (new)

Incorporate Network Code Paragraph 97.B Harassment and Sideletter re Audition Safety, subject to conforming changes.

10. Engagement (new)

Add new provision titled "Engagement", as follows:

"The Company shall make reasonable efforts to ensure that Performers have specific advance notice of the part to be played, the date and place of initial rehearsal or performance, and the shooting schedule (if available). If there are frequent problems with failure to provide such notice, the parties shall meet to address such problems."

Amend Article 7.E to provide that alleged violations of this Article shall not be subject to grievance and arbitration.

11. COVID Safety

Add a new sideletter stating:

"The Company will adopt and be subject to the vaccination, COVID testing/screening, and safety provisions of the AMPTP - Joint Unions Return to Work Agreement ("RTW") as it exists at the time of the ratification of this Agreement. Quarantine pay as set forth in the RTW will be freely negotiable under this agreement, and the COVID sick leave provisions are not incorporated herein. The vaccination provisions of the RTW will not be limited to "Zone A" (as that term is used in the RTW). Any modifications to the RTW will automatically apply to this Agreement unless the Company notifies the Union within thirty (30) days of the date of such modification of Company's intent to reopen the Agreement as to any material modification of those provisions.

"The 11-hour rest period, other than on location, specified in Article 13 of the Agreement ("Rest Between Days") shall not be considered invaded by a period of up to 30 minutes for COVID testing at the start of a workday, but such time spent testing shall be considered work time other than for Main Cast Performers."

12. Additional Sideletter(s)

Add sideletter agreeing that, during the term of this MOA, the Union shall not challenge the amount or calculation of license fees, real or imputed, associated with reuse of Telemundo programming on Peacock.

Add sideletter confirming that "La Mujer de Mi Vida" will qualify for coverage under Section 3.C of this MOA.

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Drafting

Delete subparagraph B in Article 3 ("Union Access").

Correct typographical errors in Article 4.F ("Minimum Compensation; Commissions").

AGREED & ACCEPTED:

TELEMUNDO TELEVISION STUDIOS, LLC

SCREEN ACTORS GUILD - AMERICAN
FEDERATION OF TELEVISION AND
RADIO ARTISTS ("SAG-AFTRA")

By:  _____
BE61588181824BD...

By:  _____

Its: EVP, Production and Development

Its: _____

Dated: Nov 10, 2021

Dated: _____