

# **TAG – Robin Red Breast-LA Production Tentative Agreement 1-11-2023**

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This Tentative Agreement is entered into as of January 11, 2023 between Robin Red Breast, Inc. (hereinafter referred to as the “Employer” or “Company”) and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada and The Animation Guild and Affiliated Optical Electronic and Graphic Arts, Local #839, IATSE (“TAG”) (such International Alliance and Local #839 being referred to collectively as "the Union").

This Tentative Agreement reflects the complete understanding reached between the parties. This Tentative Agreement is not formal contract language, except where its context indicates otherwise. As soon as practicable, this Tentative Agreement will be reduced to a formal sideletter to the Local 839 Master Collective Bargaining Agreement (“839 Master Agreement”), which covers the Employer’s animation artist employees.

The provisions herein shall be effective upon ratification of this Tentative Agreement unless a specific date is set forth regarding a particular provision.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

**1. Sideletter to 839 Master Agreement - T/A**

Incorporate the production staff into the 839 Master Agreement by sideletter (“Robin Red Breast, LA Production sideletter”), providing the Master Agreement terms and conditions with the following modifications.

**2. Article 21, Section B - Screen Credits - T/A**

In the Robin Red Breast, LA Production sideletter, add language to include production classifications to the screen credit language in the 839 Master Agreement

**3. Article 6, Section H - Procedure for Payment of Vacation and Holiday Pay - T/A**

The company will agree to pay out vacation and holidays for the production staff in the same manner as the animation artistic staff.

**4. Article 15 - Grievance - T/A**

The company will agree that no bargaining unit member will be retaliated against for exercising their rights to file a grievance or for having a grievance filed on their behalf under this article.

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**5. Article 12, Section A6 – Seniority (Hiring, Layoffs and Recalls) - T/A**

In the Robin Red Breast, LA Production sideletter, adjust subsection 6 of Section A so that 10 days' notice or 10 days' pay be provided to the bargaining unit. Excludes daily hires, and extensions from a noticed end date from a renewed notice obligation.

**6. New Provision: Meal Periods and Meals and Rest Periods - T/A**

Include the following provision in the Robin Red Breast, LA Production sideletter:

- a. Duty-free meal periods shall be not less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour in length. Not more than one (1) meal period shall be deducted from work time for an employee during an eight (8) hour day. A second meal period may be deducted from work time for those employees who work in excess of eight (8) hours.
- b. Employees shall schedule their own meal periods. The employee's first meal period should be taken within six (6) hours following the employee's start time; succeeding meal periods for the same employee should be taken within six (6) hours after the end of the preceding meal period. An employee's first meal period shall not be taken earlier than two (2) hours after such employee reports for work.

In the event an employee believes their workload for a specific day would not allow them to take a meal period, said employee shall notify their immediate supervisor of the problem, in writing.

- c. the penalty for delayed meals shall be computed as follows:

First one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof - \$ 8.50  
Second one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof - \$11.00  
Third and fourth one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof - \$13.50  
Fifth and each succeeding - \$25.00

Such penalty shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

- d. Employees shall schedule their own rest periods. Employees shall be entitled to rest periods as follows: one fifteen (15) minute break within the first four (4) hours of work and a second fifteen (15) minute break between the fifth and eighth hour.

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In the event an employee believes their workload for a specific day would not allow them to take a rest period, said employee shall notify their immediate supervisor of the problem, in writing.

- e. If the employee is unable to take a rest period and has notified their supervisor per (d) above, and their workload cannot be adjusted to permit the taking of a timely rest period, then the Employer shall pay the employee thirty (30) minutes of pay at the employee's regular rate of compensation for the first rest period not provided in a workday, and thirty (30) minutes of pay at the employee's regular rate of compensation for the second rest period not provided on the same workday.

### **7. Article 18 - Employee Benefits - T/A**

Effective [UPON RATIFICATION] all bargaining unit employees currently employed by Titmouse Inc. Animation Studios shall be converted to Robin Red Breast, Inc. payroll ("converted bargaining unit employee"). The Company will commence making hourly pension and health contributions into the Motion Picture Industry Pension & Health Plans (hereinafter "MPI Plan") on behalf of all bargaining unit employees commencing [UPON RATIFICATION]. The Company shall pay 70% of each converted bargaining unit employee's COBRA cost (if they are covered by and enrolled in Company health insurance as of [DATE OF RATIFICATION]) until such time as each of those employees qualify for health coverage under the MPI Plan, or their employment ends and they are not rehired within thirty (30) days, whichever is sooner. The Company shall pay the one percent (1%) COBRA administrative fee for covering bargaining unit employees under this Paragraph.

Upon ratification, and subject to the COBRA payments above, employees shall be removed from all Titmouse health benefit plans, and cease having contributions made into their Titmouse retirement plans.

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**8. Wage Scales – T/A**

<b>Job Classification</b>	<b>Weekly Rate</b>
Production Assistant	\$ 750.00
Writers Assistant 1st 6 Months	\$ 850.00
Journey	\$ 900.00
Production Coordinator 1st 6 Months	\$ 925.00
Journey	\$ 975.00
Script/Writers Coordinator 1st 6 Months	\$ 950.00
Journey	\$1,000.00
Production Supervisor 1st 6 Months	\$1,310.00
Journey	\$1,375.00
Production Manager 1st 6 Months	\$1,375.00
Journey	\$1,450.00

*The foregoing wages are subject to the general wage increases in the Master Collective Bargaining Agreement, on the dates in such agreement.*

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**SUBJECT TO RATIFICATION, IT IS SO AGREED.**

**FOR ROBIN RED BREAST**

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

**FOR THE ANIMATION GUILD, LOCAL 839 IATSE**

\_\_\_\_\_ Date: \_\_\_\_\_  
Steve Kaplan, Business Representative

**FOR THE IATSE**

\_\_\_\_\_ Date: \_\_\_\_\_  
Michael F. Miller, Jr.  
International Vice President  
Director, MPTV Department