

**TAG – Robin Red Breast-NY**  
**Tentative Agreement 4-26-2023**

This Tentative Agreement is entered into as of April 26, 2023, between Robin Red Breast, Inc. (hereinafter referred to as the “Employer,” the “Producer,” 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. As soon as practicable following ratification, this Tentative Agreement will be reduced to a Collective Bargaining Agreement between the parties.

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:

**Article 1 - Scope of the Agreement**

This Agreement shall be applicable to all persons employed by the Producer to perform **covered** services in the New York Studio or who reside in the state of New York or within a 100-mile radius of the studio in any of the job classifications hereinafter set forth except where the employee is required to work under the jurisdiction of another union contract.

**Article 2 - Recognition**

The Producer recognizes the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, and it’s Local 839, The Animation Guild, (hereinafter “Union”), as the exclusive collective bargaining representative of all classifications listed in this Agreement, employed by the Producer. The Union makes this Agreement on behalf of such employees employed by the Producer, the majority of whom the Union warrants are members of the Union in good standing.

The Local Union represents that the terms of this Agreement have been submitted to its membership and have been duly approved thereby.

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Article 3 - Shop Requirements

A. Each and every employee subject to this Agreement hired by the Producer, except where the employee is required to work under another union's jurisdiction, shall be and remain a member in good standing of the Union on and after the thirtieth day following the beginning of the employee's first employment, as hereinafter defined, or the effective date of this Agreement, whichever is the later. The foregoing requirements of Union membership as a condition of employment shall be subject to the obligations of the parties under law.

B. The Producer may employ or continue to employ any such employee who does not become or is not a member of the Union as required under Paragraph A. above until:

1. the Union first gives the Producer a written notice that such employee has not become or is not then a member of the Union as above required, because of such employee's failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership, and

2. such employee fails to tender to the Union such required periodic dues or initiation fees, as the case may be, within three (3) working days after Producer receives such notice in which event Producer upon receipt of written notice by the Union requesting the discharge of such employee for non-membership, as herein provided, shall discharge said employee at the close of shift on which such employee is working at the time Producer receives such notice.

C. Producer agrees to inform the Local Union in writing within seven (7) days (Sundays and holidays excluded) from the date of employment hereafter of any employee subject to this Agreement, of such employee's name, residential address, social security number, classification, applicable scale wage, and date of employment.

Producer agrees to inform the Local Union in writing within seven (7) days (Sundays and holidays excluded) of severance of employment and of permanent promotions.

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D. "First employment" as referred to in Paragraph A. of this Article shall (unless determined otherwise by the N.L.R.B., its General Counsel, or a court of competent jurisdiction) mean, in the case of all employees, the first such employment in any of the classifications covered hereunder by the Producer in the animated film cartoon industry.

E. The parties hereto agree that the above Union Security provisions shall be interpreted and enforced in accordance with and subject to the provisions of the National Labor Relations Act, as amended in 1947, or subsequent amendments thereto, or any other applicable law. When and if such National Labor Relations Act, as amended in 1947, is amended to provide more favorable conditions for the Union than those provided herein with respect to said Union Security, or if the respective portions of the National Labor Relations Act, as amended in 1947, relating to said Union Security are held to be unconstitutional by the Supreme Court of the United States, then in either of such events, the Union may, within sixty (60) days thereafter by written notice to Producer, signify its intention to negotiate a modification of such Union Security provisions only.

Such notice shall set forth in detail the proposals and recommendations of the Union. The parties agree to commence negotiations concerning the proposals or recommendations set forth in such notice, within ten (10) days after receipt of such notice by the Producer, and to continue such negotiations diligently and in good faith until agreement is reached on such proposals and recommendations. In the event that no agreement to modify said Union Security provision is reached within sixty (60) days after commencement of such negotiations, then within thirty (30) days thereafter, either party hereto may, by not less than sixty (60) days' advance written notice to the other party hereto, terminate this Agreement. If no such sixty (60) day notice to terminate is so served, then the terms and conditions of the existing Agreement shall continue in full force and effect.

**Article 4 - Wage Scales, Hours of Employment, and Working Conditions**

Wage scales, hours of employment and working conditions shall be as set forth in the Wage Scales, Hours of Employment and Working Conditions attached hereto.

A. The rates of pay now being received by any employee shall not be decreased by reason of the execution of this Agreement.

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B. It is recognized that weekly employees in classifications covered by this Agreement who are exempt under the Fair Labor Standards Act of 1938, as amended, and whose rate is higher than one hundred fifteen percent (115%) of the applicable Journey rate may, at the Producer's option, be considered on an "on call" basis if mutually agreeable with the employee. An employee placed in such category shall not be subject to the provisions set forth in Article 5 ("HOURS") of this Agreement for work performed on a regularly-scheduled workday as provided in Article 5 hereof and may be required to work additional hours as required during those days. If an employee employed pursuant to this paragraph shall be required to work a sixth or seventh workday as defined in this Agreement, then the employee shall be paid one and one-half (1½) times one-fifth (1/5) of the minimum basic weekly rate provided herein for such employee's classification for each day so worked, rather than as provided in Article 5, Paragraph A.2.

C. Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided. Further, the Union and the Producer agree that the Producer shall have the right to adjust compensation, conditions, and benefits at the sole discretion of the Producer, but in no event less than the applicable minimum compensation, conditions and benefits provided herein for such employee's classification.

D. If an employee shall be engaged in more than one (1) classification of work during any workweek, the employee shall be paid on a pro rata basis for time spent in each classification.

E. Overtime for Working at Home  
Overtime for working at home, where applicable, shall be paid in accordance with Article 5 ("HOURS") of this Agreement and Company policy.

F. Deductions for Time Off  
Whether due to tardiness or other causes, deductions shall not be in excess of time lost.

G. Documentaries and Industrials

In the event the Producer intends to produce special projects, such as documentaries, commercials, educational or industrial films, it will give the Union

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one (1) weeks' advance notice, or as much notice as possible in the circumstances, of the commencement of any such production so that the Union **may** demand bargaining and the parties **may** engage in bargaining over the terms and conditions of employment of employees on such project. If the Producer fails to give such notice, then the Producer and Union agree that the Producer will pay no less than the wage rates of this Agreement to such project.

H. Tools and Equipment

1. If the Employer requires an Employee to work away from the studio (including during COVID), the Employer will furnish material and tools of the trade customarily furnished by the Employer. Shipping and insurance of the equipment to the Employee will be covered by the Employer. If the Employee chooses to personally pick up or drop off the equipment (foregoing shipping and insurance charges), then Employee shall pick up or drop off the equipment at their own cost and expense. Necessary equipment shall likewise be furnished unless the Employee has such equipment available. The Employee is not responsible for any damage sustained to any equipment, tools or materials supplied by the Employer if used in a reasonable manner in the course of their duties.
2. If the Employee requests to work away from the studio and the Employer agrees, the Employer will offer to furnish material and tools of the trade customarily furnished by the Employer. Shipping and insurance (and/or personal pick up or drop off) of the equipment to the employee will be covered by the Employee. The Employee is not responsible for any damage sustained to any equipment, tools or materials supplied by the Employer if used in a reasonable manner in the course of their duties.
3. Employee may not use Employer-issued equipment to perform work for other companies unless Employee obtains permission in writing from Employer.
4. The Employer agrees to pay an appropriate fee for the use of "personal equipment" (which shall be defined as equipment and/or tools of the trade required to perform the tasks requested by Employer):

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- a. When the Employee is requested by the Employer to use their personal equipment for work.
  - b. When the Employer does not have the appropriate equipment.
  - c. When the equipment provided by the Employer is inferior or insufficient to perform the required duties in a timely manner.
  - d. Actual fees and equipment must be documented in advance.
5. If an Employee is offered equipment for use from the Employer and the Employee refuses the equipment in favor of their own gear, then the provisions outlined above are not applicable.
- I. Technological Change
1. *Definition of Technological Change*: As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by employees covered by this Agreement, which work directly results in a change in the number of employees employed under this Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor.
  2. *Producer's Right to Institute Technological Changes*: The parties hereto agree that Producer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Producer's right to make technological changes shall be subject to the provisions of subparagraphs 3., 4., 5. and 6. of this Article 4, Paragraph I.
  3. *Notice of Technological Change*: If Producer proposes to make any technological change, it shall give written notice thereof to Union and to any other union affected by such change. Such notice shall be given as soon as possible but no less than thirty (30) days prior to instituting such change.
  4. *Retraining*: If any technological change permanently displaces any person in the performance of their job classification for Producer, and:
    - i. such person, as of the date of such displacement, is entitled under the provisions of subparagraph 9. hereof to be credited

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- with at least one (1) "qualified year" arising out of their employment by Producer and
- ii. such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Producer has available within Union's jurisdiction, or within the jurisdiction of any other union which is a party to the Memorandum of Agreement of 1965, or for any other available job opportunity with Producer.

Producer agrees to endeavor to retrain such person for such available job at Producer's expense in which event the provisions of subparagraph 5. below shall not apply.

Union agrees, anything in this Agreement to the contrary notwithstanding, to permit such retraining and to cooperate with Producer with respect thereto. Union further agrees for the benefit of other union parties to the Memorandum of Agreement of 1965, in consideration of the inclusion in their respective contracts of a clause identical with this Article 4, Paragraph I, to permit retraining within this Union's jurisdiction of employees displaced from jobs within the jurisdiction of such other union parties; provided, however, that such other union parties' displaced employees are qualified for retraining in this Union's jurisdiction. Any such persons offered retraining pursuant to this subparagraph 4. shall, of course, have the right to reject the same, but any such rejection shall discharge Producer's obligations under this Article 4, Paragraph I, unless the job opportunity for which Producer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

- 5. *Displacement Pay*: If any such technological change permanently displaces any person in the performance of their job classification for Producer, and
  - i. such person, as of the date of such displacement, is entitled under the provisions of subparagraph 9. hereof to be credited with at least one (1) "qualified year" arising out of their employment by Producer and

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- ii. such person makes written application to Producer within thirty (30) days after such displacement, to receive Displacement Pay (as herein defined),  
Producer shall pay them the amount of compensation set forth in the following table.

<b>Qualified Years as of the Date of Displacement</b>	<b>Number of Weeks of Displacement Pay Payable</b>
1 or 2	1
3	1½
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

The payment of Displacement Pay as above provided shall be separate and apart from any obligation Producer may have to pay Dismissal Pay to such displaced person under the provisions of Article 14 hereof ("DISMISSAL PAY"). Anything in this subparagraph 5 to the contrary notwithstanding, no such displaced person shall be eligible for Displacement Pay if:

- 1) Producer offers the training referred to in subparagraph 4. above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or
- 2) such person is offered a job by Producer at an equal or better rate of pay, or



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3) such person accepts any job with Producer even though such job is at a lower rate of pay.

6. *Negotiation of New Rates:* If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Producer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step Three of the grievance procedure provided in Article 15 hereof, or, if they mutually agree to waive Step Three, may proceed immediately to Step Four of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step Four of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.
7. *Experimental Technological Changes:* The provisions of subparagraphs 3., 4., 5. and 6. above shall not apply to any experimental technological change except that, if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to subparagraph 6. above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected job. As used herein, the term "experimental" technological change shall mean a technological change which is instituted by Producer for the primary purpose of determining, under operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation by persons under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this subparagraph shall be construed to deprive

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Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.

8. *Disputes Concerning Retraining, Displacement Pay and Negotiation of New Rates:* If a dispute arises between Union and Producer with respect to any determination required by subparagraphs 4., 5., 6. or 7. of this Article 4, Paragraph I., such dispute shall be subject to the grievance procedure set forth in Article 15 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Producer's right to make technological changes.
9. *"Qualified Years:"* As used herein, the term "qualified years," with respect to any employee, shall refer to the number of consecutive periods, of three hundred sixty-five (365) consecutive days each, calculated backward from the date of their severance, in each of which the employee has been employed by Producer for one hundred and twenty (120) or more work days (including paid vacation days as work days), it being understood and agreed that if in any such three hundred sixty-five (365) day period such employee was employed for less than one hundred and twenty (120) work days by Producer, such three hundred sixty-five (365) day period shall not be counted as a qualified year, but shall be "bridged" for displacement pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such "bridged" year in which employee was employed by Producer for one hundred and twenty (120) or more work days shall be counted as qualified years; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such leave, and provided, further, that the computation of qualified years shall be subject to the following exceptions:
  - i. If an employee is determined to have less than two (2) qualified years, the employee shall be credited with a qualified year only if, in addition to having been employed for at least one hundred and twenty (120) or more days in the three hundred sixty-five (365) days immediately preceding the date of displacement, the employee shall have been employed for at least one (1) day during the first six (6) months of the eighteen (18) month period immediately preceding the date of displacement, in which case the employee shall be credited with one (1) qualified year.

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Article 5 - Hours

Employees may be employed on a weekly or a daily basis as herein prescribed. The full payroll week shall be midnight Saturday through midnight Saturday.

A. Weekly Employment

1. Employees employed pursuant to this Paragraph A. shall be guaranteed a minimum of forty (40) hours in any five (5) workdays out of seven (7) consecutive days, with two (2) consecutive days off and shall be guaranteed a minimum of one (1) week's employment. A day off at the end of any workweek immediately followed by another day off at the beginning of the next workweek shall satisfy the two (2) consecutive days off requirement. A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day.

All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1½) times the hourly rate provided herein for such employee's classification.

2. Sixth and Seventh Days

- a. Time worked on the employee's sixth workday of the workweek shall be paid at one and one-half (1½) times the hourly rate provided herein for such employee's classification. Time worked on the employee's seventh workday of the workweek shall be paid at two (2) times the hourly rate provided herein for such employee's classification.

- b. Minimum call for the sixth and seventh days shall be four (4) hours.

3. Absences not to exceed eight (8) hours in any one regularly-scheduled workday occasioned by the following shall be included in determining whether or not overtime shall be paid under the applicable clause.

- a. Where absence is occasioned by the occurrence of a holiday on which no work is scheduled for the employee concerned.

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- b. Where absence is occasioned by a certified illness for which the employee is paid sick leave, or by an accident on the job.
  - c. Where the employee reported to work, or was ready and willing to report for work, but was laid off for the full day or part thereof due to lack of available work.
  - d. Where the employee has been granted a leave of absence during their normal working hours in order to conduct Union business.
4. Producer shall give notice of at least five (5) working days to employee of any change in that employee's regular weekly schedule, except when exigencies of production make such notice impractical or impossible. If an employee so notified of such change in the employee's regular weekly schedule requests that Producer delay the implementation of such schedule change due to the employee's unusual or emergency circumstances, the Producer shall not unreasonably or arbitrarily deny such request.

**B. Daily Employment**

- 1. Employees employed pursuant to this Paragraph B. shall be guaranteed a minimum of four (4) hours in any one day. All time worked up to eight (8) hours per day shall be paid at 118% (which rate is inclusive of vacation and holiday pay) of the minimum basic hourly rate provided herein for such employee's classification. All time worked in excess of eight (8) hours per day shall be paid at one and one-half (1½) times the applicable hourly rate provided herein for such employee's classification.
- 2. Employees employed on a daily basis shall receive written confirmation from Producer prior to commencement of employment that employment is on a daily basis.
- 3. In the event that an employee's employment status is changed from daily to weekly or weekly to daily, written notice of such change shall be furnished to the affected employee at least seven (7) calendar days prior to the effect of such change, except when exigencies of production make such notice impractical or impossible.

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4. A weekly employee shall not be changed to daily employment for the purpose of avoiding holiday pay pursuant to Article 6 (“HOLIDAYS”) below.

**C. Overtime Premiums and Approval**

1. Overtime premiums payable under any provision of this Agreement shall not be compounded. When practicable, overtime shall be distributed equally.
2. Employees must have prior, written approval from their Supervisor (Producer) before any overtime can be worked (email approval shall suffice). If Employee’s direct Supervisor (Producer) is not available to provide timely approval for overtime, Employee may seek approval from the VP of Production. If Employee’s direct Supervisor and VP of Production are not available to provide timely approval for overtime, Employee may seek approval from their Production Manager. Employee shall receive specific instructions related to overtime including but not limited to the number of hours of overtime approved and a cap on the number of revisions, iteration, passes, etc. Overtime shall not be worked, and overtime pay will not be paid if Employee does not obtain approval for overtime.

**D. Golden Hours Provision**

1. All time worked in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting to work shall be Golden Hours and shall be paid at two (2) times the applicable hourly rate provided herein for such employee's classification.

**E. Short Workweek**

Weekly employees who are unable to work a full workweek, either at the studio or at home, shall apply to the Union for a waiver.

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F. Notification of End Date

Recognizing end dates can change abruptly and outside the Producer's control, the Producer will provide reasonable notification of the employee's expected end date and notice of any change to that end date when available.

Article 6 - Holidays

A. There shall be nine (9) paid holidays during the year: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Every employee shall receive straight time pay for each unworked holiday; double time shall be paid for all work done on said holidays.

B. For holidays not worked, 3.719% of the employee's annual straight time earnings shall be payable upon request of the employee after March 15 in the calendar year subsequent to the calendar year in which such earnings are accumulated. The total amount of salary paid in the period of a calendar year hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee's accumulated earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period.

C. Said holidays shall be counted as eight (8) hours of work in computing the forty (40) hour week.

D. If any such holiday falls on the sixth day of an employee's workweek, then the fifth workday of such employee's workweek shall be considered as the paid holiday, unless another day off is mutually agreed upon by the Producer and the employee.

E. If any such holiday falls on the seventh day of an employee's workweek, then the first workday of the following workweek shall be considered as the paid holiday, unless another day off is mutually agreed upon by the Producer and the employee.

F. To make it possible for the employees to enjoy an extended holiday, the sixth day may be worked in any week in which a holiday falls in place of a regularly-scheduled work day, provided it is mutually agreeable between the Producer and the

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Union. If an employee has not worked forty (40) hours in any such workweek, the time worked on the sixth day shall be paid for at straight time.

G. In the event a holiday should occur during the vacation period on a day the employee is normally scheduled to work, an additional day's vacation shall be allowed an employee, or the Producer, at its discretion, may pay for such extra day in lieu thereof.

H. In addition to the nine (9) holidays provided above, each employee shall be entitled to one (1) floating holiday for each six (6) months of employment, with a maximum of two (2) floating holidays per twelve (12) month period, Floating holidays are not paid out upon an employee's separation from the Company. Employees who wish to use a floating holiday should provide at least two (2) weeks' notice to their supervisor of their planned holiday when practicable. Such requests shall not be unreasonably denied. When a floating holiday is taken, employees shall be paid their normal rate for the day. Employees may have a maximum of two (2) floating holidays available at any one time. When an employee has less than two (2) floating holidays, they are eligible to earn another floating holiday within the six (6) month period.

**Article 7 - Leaves of Absence**

All Leave of Absence policies in the New York Studio Employee Handbook in effect on the date of ratification shall continue to apply to bargaining unit employees. Unless required by law, such policies shall not be substantively diminished from those in effect at ratification without agreement with the Union.

**Article 8 - Vacations**

The Producer will continue to provide ten days of paid Vacation leave per year of employment which shall continue to accrue during the course of the calendar year. Vacation shall continue to be paid at the time it is taken. Where an employee does not have sufficient available paid vacation time off, the Producer shall also continue its practice of, subject to business needs and supervisor approval, permitting employees to take unpaid vacation days.

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If a holiday occurs during an employee's vacation, it will not be considered part of the vacation, and the employee will be entitled to any pay to which they would otherwise receive for the holiday.

All vacation requests must be submitted in writing (or email) to the employee's supervisor and submitted as soon as practicable. Vacation requests of one week or more must be submitted at least thirty (30) days in advance. The response to a vacation request shall be given within seven calendar days of the request and not be unreasonably denied.

Upon termination of employment or the conclusion of a season/series of a production, employees will be paid for accrued but unused vacation time through the last day of work.

**Article 9 - Non-Discrimination**

The Employer agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental ability, sex, sexual orientation, gender identity or expression, age, body size, medical history, union membership or activity or on any other basis prohibited by applicable Federal and State law.

**Article 10 - Respectful Workplace**

The Employer, in cooperation with the Union, will promote a workplace where all applicants and Employees are treated with respect and dignity. The Employer shall continue to maintain a policy addressing bullying and harassment in the workplace that is readily available to the employees. Employees shall follow the complaint procedure in that policy to address any violations of that policy.

Reasonable action taken by an employer or supervisor relating to the management and direction of employees and reasonable action taken by a Union steward in the workplace, or by employees or stewards in grievance meetings or discussions with the Producer regarding workplace or contractual disputes, does not constitute bullying or abusive conduct.



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The Union may dispute any outcome of a filed complaint through the grievance process.

**Article 11 - Loaning Employees to Other Companies**

Employees loaned out by Producer shall continue to retain and to accumulate their seniority and shall receive at least the hourly rate provided herein for such employee's classification. Whenever an employee so loaned out by Producer is actually subjected to any additional expense because of such loan out, then the employee shall be compensated therefore by the borrowing Producer.

**Article 12 - Employees Working Through Loan-Out Corporations**

The Producer may utilize the services of an employee on a loan-out basis for work covered by this Agreement under the following conditions:

- A. All provisions of the collective bargaining agreement shall be fully applicable.
- B. Producer shall provide at least the minimum compensation and conditions under this Agreement to the loan-out company, but shall not be responsible for payment by the loan-out company to its employee.
- C. Any claims or disputes between the employee on loan-out and the Producer regarding salaries or terms and conditions of employment that would be covered by the grievance and arbitration provisions of this Agreement if the employee had been hired directly by the Producer shall be subject to such grievance and arbitration provisions with the right of The Animation Guild to file grievances on behalf of employee on loan-out.

“Loan-out company” for purposes of this Article is defined as a company controlled by the loaned-out employee, who is the only employee of the loan-out company who performs work covered by this Agreement.

**Article 13**  
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Article 14 - Dismissal Pay

- A. Whenever an employee has been laid off by the Producer for more than one hundred ten (110) days and has not been offered employment by the Producer during that time and is eligible for Dismissal Pay, the employee shall be paid Dismissal Pay according to the provisions of this Article.
- B. Employees with three (3) months, but less than six (6) months, of continuous employment shall receive one and one-fourth (1¼) days' pay.
- C. Employees with six (6) months, but less than one (1) year, of continuous employment shall receive one (1) week's pay.
- D. Employees with one (1) or more years of continuous employment shall receive two (2) weeks' pay.
- E. Employees earning between one hundred percent (100%) and one hundred fifty percent (150%) of the applicable minimum hourly rate on the date of layoff and otherwise entitled to Dismissal Pay shall receive Dismissal Pay calculated at the employee's contracted rate of pay in effect on the date of layoff. Employees earning more than one hundred fifty percent (150%) of the applicable minimum hourly rate on the date of layoff and otherwise entitled to Dismissal Pay shall receive Dismissal Pay calculated at one hundred fifty percent (150%) of the applicable minimum rate in effect on the date of layoff, unless a higher rate has been previously negotiated and agreed upon between the employee and the Producer.
- F. Employees who are discharged for cause or who voluntarily resign (including failure to accept any job assignment commensurate with the employee's experience at an hourly rate not less than such employee's then-current hourly rate; however, in no instance shall the rate exceed one hundred ten percent (110%) of the average hourly rate for bargaining unit work performed by such employee for Producer over the preceding one (1) year period) or who are laid off as a result of physical incapacity, epidemic, fire, action of the elements, strikes, walkouts, labor disputes, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion, or for any other cause or causes beyond the control of the Producer, whether of the same or any other nature, shall not be entitled to the above Dismissal Pay.

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G. For purposes of this Article only, continuous employment shall begin from the employee's starting date. Continuous employment shall be broken by:

1. Voluntary resignation (including failure to accept any job assignment commensurate with the employee's experience at an hourly rate not less than such employee's then-current hourly rate; however, in no instance shall the rate exceed one hundred ten percent (110%) of the average hourly rate for bargaining unit work performed by such employee for Producer over the preceding one (1) year period);
2. Discharge for cause;
3. Layoff for more than one hundred ten (110) days;
4. Absence due to illness or injury in excess of twelve (12) months; or
5. Unauthorized leave of absence.

**Article 15 - Grievance Procedure**

In the event of any dispute between the Local Union or any of the persons subject to this Agreement and the Producer with regard to discipline (up to and including discharge), wages, hours or other conditions of employment or with regard to the interpretation and/or application, of this Agreement or any other dispute, the procedure, unless otherwise specifically provided herein, shall be as set forth in this Article 15.

Failure to settle the dispute within ten (10) business days after the invocation of Step One entitles either party to proceed to Step Two; failure to settle the dispute within ten (10) business days after the invocation of Step Two entitles either party to proceed to Step Three, or to Regular Arbitration in the event the Step Three procedure is waived, or to Expedited Arbitration in cases requiring such; failure to settle the dispute within ten (10) business days after the invocation of Step Three, or the written mutual agreement to proceed to Step Three in cases requiring Expedited Arbitration, entitles either party to proceed to Regular Arbitration, or to Expedited Arbitration in cases requiring such. The Parties may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiration of the time allowed. Such agreement shall not be unreasonably withheld.

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In the event the grieving party does not exercise its option to proceed to the next step by serving notice upon the other party as required hereunder within ten (10) business days of entitlement to do so as provided herein, then such grieving party shall be deemed to have waived such grievance unless the parties mutually agree otherwise in writing.

Each party agrees to provide, upon written request by the other party, non-proprietary information which is relevant and necessary to the processing of any grievance hereunder. Such information shall be provided to the requesting party in a timely manner.

*STEP ONE* - The representative of the Local Union and the Producer's representative shall immediately discuss the matter and the dispute shall be settled if at all possible. The decision, if any, of these representatives shall be final and binding upon the parties to the dispute.

*STEP TWO* - In the event of a failure to settle the dispute under Step One above, the grieving party shall present the grievance in written form to the representative of the other party. Such written notice shall contain the specific contract section(s) which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the specific facts and details or a summary of the alleged violation(s) on which the grievance is based, the name of the production (if any), the remedy sought and the name(s) of the individual(s) aggrieved, except for group claims for which the classification(s) of the individuals aggrieved shall be listed.

In the event the party receiving the Step Two notice does not feel that the written notice complies with the preceding, then the party receiving the Step Two notice shall notify the grieving party within five (5) working days of receipt of such Step Two notice. This response shall indicate those areas in which more specific information is required. The grieving party shall then have five (5) working days to provide such additional information. This procedure tolls the running of the time limitations otherwise applicable.

The Business Agent of the Local Union and the Labor Representative of the Producer will then meet in an attempt to settle the same; their decision, if any, shall be final and binding upon the parties to the dispute.

*STEP THREE* - In the event of a failure to settle the dispute under Steps One or Two above, the aggrieved party may deliver to the other party a written notice of intent to proceed to Step Three. The grievance shall thereupon be presented to a Grievance

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Committee. Such Committee shall consist of an International Representative of the IATSE and a representative of the CSATF. Such Grievance Committee shall immediately discuss the matter and the dispute shall be settled if at all possible.

If the aggrieved party does not invoke Step Three procedure, it is waived and the aggrieved party may proceed directly to Step Four.

In any case where Expedited Arbitration is required pursuant to Article 16 ("DISCIPLINE AND DISCHARGE") hereof, this Step Three process shall not apply unless the parties mutually agree otherwise in writing.

***STEP FOUR***

A. ***REGULAR ARBITRATION***: In the event of a failure to settle the dispute under Steps One, Two or Three above, the aggrieved party may elect to proceed to Regular Arbitration by delivering or mailing to the other party a written demand for arbitration. In such event, an Arbitrator shall be mutually agreed upon by the parties to the dispute and such Arbitrator shall promptly proceed to hear the matter and settle the dispute. In the event the parties to the dispute cannot mutually agree upon said Arbitrator as aforesaid, then the aggrieved party may immediately request the Federal Mediation and Conciliation Service ("FMCS") to submit a list of five (5) names of Arbitrators to the parties to the dispute for the purpose of selection of an Arbitrator; each party shall be entitled to strike two (2) names from the list of five (5) names submitted by the FMCS and the remaining name shall be the sole Arbitrator to hear and determine the matter. The selection of such Arbitrator shall be made within five (5) workdays, excluding Saturdays, Sundays and holidays, after receipt by the parties to the dispute of the names of the Arbitrators submitted by the FMCS. The Arbitrator selected shall notify the parties as to the time and place of the arbitration hearing if the parties cannot agree.

The subject of the arbitration shall be limited to the specific issues and facts set forth in the written notice required under Step Two above. The decision of the Arbitrator shall be binding upon the parties hereto and upon the persons subject to this Agreement. The Arbitrator shall have the power to interpret and apply the provisions of this Agreement, but shall not have power to amend or modify any of its provisions, nor shall he have power to effect a change in any of its provisions. The Arbitrator shall not have power to determine jurisdictional disputes between the Local Union and any other labor organization.

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Fees and expenses of the arbitration shall be borne equally by the parties to the dispute.

B. *EXPEDITED ARBITRATION*: In cases involving any alleged violation of any provision of Article 10 ("Respectful Workplace") or Article 16 ("Discipline and Discharge"), in the event of a failure to settle the dispute under Steps One or Two or, if applicable, Step Three above, the aggrieved party may elect to proceed to Expedited Arbitration by delivering or mailing to the other party a written demand for Expedited Arbitration.

Cases that are submitted to Expedited Arbitration shall be heard within ten (10) business days after the party served receives the demand for Expedited Arbitration if the selected Arbitrator is available. If the Arbitrator is not available, he may hear the case as soon as mutually agreed by the parties. The method of selection of the Arbitrator shall be as prescribed under Paragraph A., Regular Arbitration, above. The parties, who may be represented by outside counsel, will not file post-hearing briefs nor will a stenographic record be made, but the parties may, prior to or during the hearing, present a written statement of the facts. The Arbitrator shall have authority to rule on all motions and decide the case. The writing of an opinion will be at the discretion of the Arbitrator. The decision of the Arbitrator, which shall be issued orally at the conclusion of the hearing and confirmed in writing to both parties within three (3) days, or which shall be issued in writing within three (3) days from the conclusion of the hearing (the choice being at the sole discretion of the Arbitrator), shall be final and binding upon the parties and any employees concerned. The Arbitrator shall have the power to determine only the specific grievance or dispute and, where applicable, award wage payments, adjustments and/or damages consistent with this Agreement. The Arbitrator shall not have power to amend, modify or effect a change in any of the provisions of this Agreement. The Arbitrator shall not have power to determine jurisdictional disputes between the Local Union and any other labor organization. The decision of the Arbitrator shall be non-precedential and the Arbitrator's decision and/or opinion, if any, shall not be offered or admitted into evidence in any proceeding other than 1) a judicial act seeking confirmation, correction or vacation of such decision, or 2) a grievance or arbitration proceeding involving the Producer and Local Union.

Fees and expenses of the arbitration shall be borne equally by the parties to the dispute.

*CLAIMS* - Any grievance for the payment of wages not presented under Step Two within three hundred sixty-five (365) calendar days after the employee is entitled to such

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wages shall be deemed to be waived. Any grievance for the payment of Dismissal Pay not presented under Step Two within one hundred and twenty (120) calendar days after the date the employee is eligible under Article 14 for such Dismissal Pay shall be deemed to be waived. Any grievance arising from an alleged breach of any provision of Article 16 ("DISCIPLINE AND DISCHARGE") hereof not presented under Step One within ten (10) business days after the occurrence of the subject matter of the grievance shall be deemed to be waived. Any other grievance not presented under Step Two within sixty (60) calendar days after the occurrence of the subject matter of the grievance shall be deemed to be waived

The powers hereby granted to the Arbitrator are be deemed to include, among the other powers specifically granted by the terms hereof, such other and additional powers granted to an Arbitrator pursuant to the provision of Sections 1280 to 1292, inclusive, of the Code of Civil Procedures of the State of California; the parties hereto hereby agree that the Superior Court of the State of California in and for the County of Los Angeles, may, upon notice to both parties hereto, specifically enforce any decision or award made by said Arbitrator.

**Article 16 - DISCIPLINE AND DISCHARGE**

A. The Producer shall have full rights to discipline or discharge for just cause any employee subject to this Agreement, provided that the rules set forth in this Article have been followed; provided further that:

(1) an employee, when hired by the Producer for the first time be discharged or disciplined for any reason during their first ninety (90) days of employment ("Probation Period") and

(2) an employee, if rehired after a separation of service of less than six (6) months, may be discharged or disciplined for any reason during their thirty (30) days of re-employment ("Probation Period"). The thirty (30) day Probation Period may be extended by thirty (30) days with mutual agreement between the Producer and the Union. Employees who have completed the applicable Probation Period shall only be disciplined or discharged for just cause.

B. Before any employee subject to this Agreement shall be discharged for unsatisfactory work performance, including qualitative and quantitative work performance, at least two (2) written notices shall have been served upon the

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employee. If the employee cannot be contacted, the Producer shall so notify the Business Representative of the Local Union.

C. The first notice shall clearly state in what manner the employee's work performance is considered to be unacceptable, and shall clearly warn the employee of the possibility of discipline including discharge if their work performance does not improve.

The second notice may be served upon the employee no sooner than five (5) working days after the service of the first notice. The second notice, if final, shall set the date and time of termination of employment, which may be contemporaneous with such notice.

D. Copies of all notices provided for in this Article shall be mailed or delivered to the Business Representative not more than two (2) working days after service of the notice to the employee.

E. Failure of an employee to challenge a disciplinary warning notice shall not constitute an admission of guilt under that warning notice. Disciplinary memos issued to an employee are admissible evidence in a grievance and/or arbitration proceeding. However, such disciplinary memoranda issued more than one (1) year prior to the incident or event giving rise to said grievance shall not be admissible. The employee shall have the right to challenge such disciplinary memo under the grievance and arbitration procedure of this Agreement.

F. An employee need not be warned prior to any possible disciplinary action based on dishonesty, excessive alcohol or drug use, fighting, gross insubordination, recklessness resulting in serious accident while on duty, gambling, or other offenses of a similar nature. The foregoing is not intended to affect the meaning of "cause."

G. If an employee is laid off, the Producer shall provide either five (5) days' notice or five (5) days' pay, provided that the layoff was not occasioned by an act of God or other occurrence beyond the Producer's control. Any weekly employee given notice as prescribed above may be laid off prior to the end of such employee's scheduled five (5) day workweek; in such event, such employee shall be paid on a pro rata basis for those days required to complete their assigned work, but in no event less than the number of days required to comply with the five (5) day notice requirement. Such notice may be given orally but must be confirmed in writing and given to the individual employee.



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Without need for additional notice, Producer shall orally advise employee in the event such dismissal date is extended in order to complete an assignment. The foregoing does not affect the Producer's right to prorate payment for a partial workweek.

Any probationary employee, as defined in this article, who is engaged for ninety (90) days or fewer and who is released from employment shall not be eligible for notice or payment in lieu of notice under the terms of this provision.

H. Any alleged violation of any provision contained in this Article 16 shall be arbitrable only by Expedited Arbitration as provided herein, except where the parties shall mutually agree otherwise in writing, in which event such alleged violation may be submitted to Regular Arbitration as provided herein. However, if such alleged violation is submitted to Regular Arbitration, the authority of the Arbitrator to award any damages or remedies to the parties shall nonetheless be governed by the provisions of Expedited Arbitration.

**Article 17 - Leave of Absence**

A. The Producer may grant a leave of absence with or without pay to any employee for a period of up to six (6) months. Based on the operational needs of Producer, such leave may be extended by Producer in increments of up to thirty (30) days.

B. An initial leave of absence of thirty (30) consecutive days or less shall not be deducted from the continuous employment record of employee.

C. In a leave of absence of more than thirty (30) consecutive days, the number of days in excess of such thirty (30) days shall be deducted from the continuous employment record of the employee, except in case of jury duty. The Producer will notify the Local Union of any leave of absence in excess of thirty (30) days. Inadvertent failure to notify the Local Union shall not be considered a breach of this Agreement.

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Article 18 - Employee Benefits

Bargaining unit employees shall continue to be eligible for the same group health insurance benefits as non-bargaining unit employees, which may be changed from time to time. The Employer shall provide notice to the Union of any material changes to its insurance offerings (including both costs and benefits) within three (3) days of confirming its offerings for the upcoming calendar year. The Employer and the Union shall then promptly meet for the purpose of answering questions on any such changes. The Employer will deduct from the employee's paycheck the amount allotted for their type of insurance premiums chosen.

Article 19 - Producers Rights

Except as expressly limited by the specific provisions of this Agreement, the Producer retains, among other rights, the sole and exclusive prerogative to determine the types of production to be made, locations, schedules of productions, methods, processes and means of production, the size of its workforce and facilities and workshifts, starting and stopping times, to hire, promote, discharge or discipline for cause, including unsatisfactory work standards, qualitative or quantitative, to increase wages above the rates set forth in this Agreement for work performance, qualitative or quantitative, to maintain discipline and efficiency of employees, to subcontract out work, to assign personnel special work requirements and overtime, and to do all things necessary and lawful to run its business. The foregoing list of rights reserved to the Producer shall not be construed as complete or exhaustive. Accordingly, any rights not expressly limited by the specific provisions of this Agreement are reserved by, and shall be exclusive to, Producer. Such rights shall not be used directly or indirectly to illegally discriminate against any employee.

Article 20 - Studio Pass

The duly authorized Business Representative of the Local Union shall be furnished a pass to the studio. They shall be permitted to visit any portion of the Studio necessary for the proper conduct of the business of the Local Union during working hours provided that any such visits shall not unreasonably interrupt production.

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Article 21 - General Provisions

A. Posting of Notices

The Union shall be accorded the privilege of posting official bulletins or Union notices on the regular bulletin boards, on the premises in which its members are employed. It shall not post notices of a political nature.

B. Screen Credits

Subject to network/distributor and client approval, screen credit shall be given only to the classifications of animation, story, background, layout and animation production in theatrical pictures and in television productions. In the case where a credit was omitted, then upon request by the Employee, the Producer shall provide a letter on company letterhead that confirms and attests that the Employee was employed in the applicable classification on such production.

C. New Classifications

In the event any classifications of employment are created during the life of this Agreement, or where the Union and the Employer mutually agree there has been a substantial change in the job duties and/or responsibilities of a classification, the wage scale for employees in such new, additional or changed classifications shall be negotiated by the Local Union and the Producer and shall thereupon become a part of this Agreement.

D. Safety

1. It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on Producer to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, Producer shall not require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, Producer and

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every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to their own actions and conduct; no person (employer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard or notice of warning furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including themselves, in such employment or place of employment.

2. Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to themselves or their fellow employees.
3. Producer and the Union agree to cooperate in the education of Employees and managers on proper safety practices and procedures.
4. Producer will maintain policies and procedures on workplace health and safety and make them easily available to Employees via electronic posting and/or physical availability or posting (e.g., the employee handbook, site specific safety notices).

**E. Subcontracting**

The Producer shall not, by independent contract or subletting, utilize the services of any individual, firm, partnership or corporation to perform work within the geographical scope of this Agreement which would otherwise be performed by available and qualified persons subject to this Agreement unless such work is performed at wages and conditions no less favorable than those provided herein. Where the producer engages in such independent contracting or subletting within the scope of this Agreement, it will notify the Business Representative of the Union and provide the Union with relevant information from the applicable

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contracts upon request.

**F. Stewards**

The Business Representative of the Union may appoint a reasonable number of stewards to inspect all working conditions affecting the term of this Agreement. Any member so appointed shall be permitted to perform these duties provided that such duties do not interfere with their work or with production activities. The Union shall discuss the matter with the Producer before making such an appointment

**G. Quarterly Reports**

Producer agrees to provide the Union with a quarterly report of the name, earnings and hours worked of each employee subject to this Agreement.

**H. Onboarding**

1. The Producer agrees to notify someone as soon as practicable before their start date upon which time Titmouse will issue a formal offer letter (which will include: approximate start and end dates, pay, and job classification and description).
2. During onboarding, employees shall be provided a form on which they can inform the Company of their preferred name and pronoun, any disability accommodations (mental or physical), allergies, or any relevant medical concerns.
3. The Producer agrees that any Personal Service Contract entered into between the Producer and the employee for work performed under the jurisdiction of the Local Union shall include offered job classification as provided for in this agreement, and provide that all of the applicable provisions of this Agreement between the Producer and the Local Union shall be deemed by reference to be incorporated and made a part of the Personal Service Contract.
4. If any such work that is within the scope of this Agreement, is at the Producer's discretion permitted by the Producer to be performed away

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from the studio premises, such work shall remain covered by the terms and conditions of this agreement.

5. Upon the official start date of the employee, the Producer shall provide all the equipment and documentation, (including job description), necessary to perform assigned work. No disciplinary action shall be taken against employees if this provision is not followed.

I. No Strike - No Lockout

The Union agrees during the existence of this Agreement, unless the Producer fails to comply with an arbitration award, not to strike against, picket or boycott the Producer for any reason whatsoever, and to order its members to perform their obligations to the Producer hereunder and to use its best efforts to get the employees to perform such obligations. The Producer agrees not to engage in any lockout unless the Union fails to comply with an arbitration award. However, the Producer's or Union's properly-served notice to the other party of its intention to attempt to set aside an arbitration award in a court of competent jurisdiction (including continuation through the appropriate appeals procedure) shall not constitute failure to comply with said award.

The Producer will not discipline any employee covered by this Agreement because of their refusal as an individual to cross an I.A.T.S.E. picket line, provided that such picket line has been sanctioned by the I.A.T.S.E.

No employee covered by this Agreement shall be required by the Producer to go through any picket line where there is an actual and imminent danger of bodily harm to the employee.

J. Multi-Union Coalition - AMPTP Return To Work Agreement

Producer agrees to comply with the Multi-Union Coalition and AMPTP Return To Work agreement as it pertains to animation with regards to providing enhanced safety protocols and adjusted working conditions due to the COVID-19 virus. The parties agree to negotiate in good faith over any New York studio specific concerns the Producer may raise.

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**K. Job Postings**

**a. Posting of Positions**

- i. The Employer will prepare a notice of vacancy and post such notice on the Employer website for any vacant or newly-created position to be filled.
- ii. Notices will include the following details:
  - 1. Job title.
  - 2. Reporting relationship.
  - 3. General hours of work and regular days of the week .
  - 4. Duties and responsibilities.
  - 5. Any minimum qualifications, knowledge, skills, or experience;
- iii. All posted or advertised vacancies shall include the following statement on the notice “This position is covered by a Union contract if employed within the geographic scope of this Agreement”.

- b. Recognizing the Producer has sole-discretion over hiring, the Producer recognizes the value in considering current qualified Employees and Employees laid off over the past year for open positions.

**L. Paycheck Stub Information**

- a. In the time report that accompanies each Employee’s paycheck, the following information shall be included:
  - i. Employee’s name and address
  - ii. Job classification
  - iii. Pay period end date
  - iv. Dates and Hours worked
  - v. Wage and Overtime Rates
  - vi. Itemization of All Premiums and Fringes Paid
  - vii. Deductions made (Taxes, 401k plan)

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- viii. Gross and Net Amounts of the Employee's cheque for the pay period
- ix. Year-to-Date totals

**M. Testing**

Skill evaluations or 'tests' administered by the Producer in making hiring, promotion, and/or assignment decisions should require only a reasonable amount of work to complete, a reasonable amount of time should be provided to complete the evaluation, and that the evaluation should be related to the hiring, promotion, and/or assignment decision, and only be used if, in the Producer's discretion, an applicant's portfolio, related work experience, or previous tests do not provide the necessary information. Evaluations which do not meet this criteria should be discontinued or redesigned. In addition, the bargaining parties agreed that as a matter of courtesy, the Producer should endeavor to provide a response to those who submitted evaluations within a reasonable time after the hiring, promotion and/or assignment decision has been made. Concerns or questions about the propriety of such tests should be directed to Labor Relations and/or raised with the Labor Management Committee.

The parties further agree to form an abuse review committee, which shall meet upon request for the purpose of addressing alleged abuses of this provision.

**N. Remote Work**

The parties affirm the right of the Producer to decide, in its sole discretion, whether to allow an employee covered by the Agreement to work outside of the Producer's New York studio. Without restricting the rights of the Producer, and subject to the needs of the business, and the needs of particular shows, the Producer will continue to give due consideration to an Employee's needs and request to work remotely on an ad hoc or ongoing basis. The Producer may change or revisit such permissions based upon the needs of the business, the needs of a particular show, or the individual performance of the employee. Such decisions shall be made by the Producer on a case-by-case basis. Employees who have been permitted to work remotely on an ongoing basis may still be required to attend meetings at a location determined by the Producer as required by the Producer.



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If the Producer determines the employee will return to the workplace after working remotely, the Union may request a meeting with the Producer to further discuss the employee's circumstances, and the parties shall meet promptly thereafter. The-Producer's decision following such discussions shall not be subject to grievance and arbitration.

**Article 22 - Labor Management Cooperative Committee**

A Labor-Management Cooperative Committee, consisting of no more than four (4) representatives from the Producer and four (4) representatives appointed by the Union, shall meet, upon the request of the Union, to exchange ideas and discuss matters of mutual interest that are specific to the Producer. The meetings shall take place at least twice per year at mutually-agreed upon dates and times.

At the time of its request for a meeting, the Union will provide the Producer with a written agenda of proposed topic(s) for the meeting. As soon as reasonably practicable after being informed of the Union's proposed topic(s), the Producer will propose any additional topics that it wishes to discuss at the meeting. The Producer and the Union must mutually agree upon the agenda prior to the meeting.

**Article 23 - Term**

The term of this Agreement shall be for three (3) years, commencing on [ratification date] ~~and continuing to and including April 30, 2026.~~

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Wage Minimums

JOB CLASSIFICATION	Period 1 (effective on ratification date)		Period 2 [one year from ratification date]		Period 3 [two years from ratification date]	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Animator / Retakes Animator *						
Compositor / Retakes Compositor *						
1st 6 months	\$33.75	\$1,350.00	\$34.76	\$1,390.50	\$35.78	\$1,431.00
2nd 6 months	\$35.63	\$1,425.00	\$36.69	\$1,467.75	\$37.76	\$1,510.50
Journey	\$37.50	\$1,500.00	\$38.63	\$1,545.00	\$39.75	\$1,590.00
Art Director**						
1st 6 months	\$46.31	\$1,852.50	\$47.70	\$1,908.08	\$49.09	\$1,963.65
Journey	\$48.75	\$1,950.00	\$50.21	\$2,008.50	\$51.68	\$2,067.00
Episodic Director *						
1st 6 months	\$60.00	\$2,400.00	\$61.80	\$2,472.00	\$63.60	\$2,544.00
2nd 6 months	\$63.00	\$2,520.00	\$64.89	\$2,595.60	\$66.78	\$2,671.20
Journey	\$66.25	\$2,650.00	\$68.24	\$2,729.50	\$70.23	\$2,809.00
Background Design*						
Background Paint*						
Character Design*						
Color Design*						
Prop Design*						
1st 6 Months	\$33.88	\$1,355.00	\$34.89	\$1,395.65	\$35.91	\$1,436.30
2nd 6 months	\$35.63	\$1,425.00	\$36.69	\$1,467.75	\$37.76	\$1,510.50
Journey	\$37.50	\$1,500.00	\$38.63	\$1,545.00	\$39.75	\$1,590.00

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Assistant Designer						
1st 6 Months	\$30.50	\$1,220.00	\$31.42	\$1,256.60	\$32.33	\$1,293.20
2nd 6 Months	\$32.13	\$1,285.00	\$33.09	\$1,323.55	\$34.05	\$1,362.10
Journey	\$33.75	\$1,350.00	\$34.76	\$1,390.50	\$35.78	\$1,431.00
Production Assistant						
Journey	\$19.38	\$775.00	\$21.25	\$850.00	\$22.50	\$900.00
Production Coordinator						
1st 6 Months	\$22.00	\$880.00	\$23.75	\$950.00	\$24.46	\$978.50
Journey	\$23.13	\$925.00	\$25.00	\$1,000.00	\$25.75	\$1,030.00
Production /Managers**						
1st 6 Months	\$30.88	\$1,235.00	\$31.80	\$1,272.05	\$32.73	\$1,309.10
Journey	\$32.50	\$1,300.00	\$33.48	\$1,339.00	\$34.45	\$1,378.00
Animation Timer						
1st 6 months	\$33.75	\$1,350.00	\$34.76	\$1,390.50	\$35.78	\$1,431.00
2nd 6 months	\$35.63	\$1,425.00	\$36.69	\$1,467.75	\$37.76	\$1,510.50
Journey	\$37.50	\$1,500.00	\$38.63	\$1,545.00	\$39.75	\$1,590.00
Storyboard Artist *						
1st 6 Months	\$36.88	\$1,475.00	\$37.98	\$1,519.25	\$39.09	\$1,563.50
2nd 6 Months	\$38.75	\$1,550.00	\$39.91	\$1,596.50	\$41.08	\$1,643.00
Journey	\$40.63	\$1,625.00	\$41.84	\$1,673.75	\$43.06	\$1,722.50
Storyboard Revisionist *						
1st 6 Months	\$30.00	\$1,200.00	\$30.90	\$1,236.00	\$31.80	\$1,272.00
2nd 6 Months	\$31.50	\$1,260.00	\$32.45	\$1,297.80	\$33.39	\$1,335.60
Journey	\$33.13	\$1,325.00	\$34.12	\$1,364.75	\$35.11	\$1,404.50

**TAG – Robin Red Breast-NY  
Tentative Agreement 4-26-2023**

\* In these positions, anyone who is hired as or performs the work of a lead or supervisor in a classification shall be paid the key rate of 15% above the minimum Journey rate for that classification during such an assignment.

**\*\* This classification applies to a person designated by the Producer to be responsible for and supervise the work of others, and is deemed to include a 15% premium on scale for all purposes.**

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

**FOR ROBIN RED BREAST, INC.**

_____	Date: _____
_____	_____
Print Name	Job Title

**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	