This Tentative Agreement is entered into as of May 23, 2023, between Bento Box Animation, LLC ("Employer" or "Company" or "Producer") 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.

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. Bento Box Production Sideletter to 839 Master Agreement

- a. Incorporate the production staff categories into the 839 Master Agreement by sideletter, providing the 839 Master Agreement terms and conditions.
- b. Motion Picture Industry Pension and Health Plan
  - i. MPI Participation Bridge

Bargaining unit employees employed by the Company from May 4, 2023 through ratification shall, upon ratification, be converted to Bento Box Animation, LLC payroll ("converted bargaining unit employees") and be eligible for the MPI Participation Bridge. At ratification, the Company will commence making prospective payments to MPI Active and Retiree Health plans on behalf of all converted bargaining unit employees for all hours worked. Further, Bento Box Animation, Inc. shall reimburse eighty percent (80%) of each converted bargaining unit employee's COBRA cost (if they are covered by and enrolled in Company health insurance (at the time of ratification)) until such time as each of those employees qualify for health coverage under the MPI Plan. If a converted bargaining unit employee's employment ends before they qualify for MPI health insurance, and they are reemployed by the Company within 110 days of their separation date, and the employee has maintained their own

COBRA coverage during the period where they are not employed by the Company, then (1) upon such reemployment, the Company shall resume making payments to the MPI Active and Retiree Health Plans for all hours the employee works, and (2) the Company shall resume reimbursing eighty (80%) of the employee's COBRA costs going forward until such time as that employee qualifies for health coverage under the MPI Plan. At the time a converted bargaining unit employee qualifies for health coverage under the MPI Plan, all MPI contributions will be made.

#### ii. MPI Contributions

Other than converted bargaining unit employees rehired, all bargaining unit employees hired after the date of ratification shall receive full MPI contributions for all hours worked upon commencement of employment.

#### 2. Article 21, Section B - Screen Credits

In the Bento Box Production sideletter, add language to include production classifications to the screen credit language in the 839 Master Agreement.

### 3. New Provision: Meal Periods and Meals and Rest Periods Include the following provision in the Bento Box Production sideletter:

- a. Duty-free meal periods shall be not less than one-half (½) 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. Unless a meal period is established by the production, Employees shall schedule their own meal periods and notify their supervisor of their anticipated meal period in advance of such period. The employee's first meal period shall commence within six (6) hours following the employee's start time; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work.
- c. If the employee is unable to take a meal period and has notified their supervisor per (b) above, and their workload cannot be adjusted to permit

the taking of a timely meal period, and then 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.
  - 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 advance, 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.

### 4. Working From Home

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 Los Angeles 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 request to maintain its practice of providing the ability to work remotely on an ad hoc or ongoing basis. Such decisions shall be made by the Producer on a case-by-case 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. 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.

### **Wage Minimums**

Add the following classifications with the following minimums to the 839 Master Agreement effective upon ratification:

| Job Title   | Hourly<br>Rate                | Weekly Rate                            |
|---|-------------------------------|--|
| Assistants (Production, Design, Digital, Show)                      | \$22.50                       | \$900.00                               |
| Writers Assistant   |                               |  |
| 1st 6 months<br>2nd 6 months<br>Journey                             | \$23.75<br>\$24.94<br>\$26.25 | \$ 950.00<br>\$ 997.50<br>\$1,050.00   |
| Coordinators, all   |                               |  |
| 1st 6 months<br>2nd 6 months<br>Journey                             | \$24.82<br>\$26.13<br>\$27.50 | \$ 992.75<br>\$1,045.00<br>\$1,100.00  |
| Supervisors (Design, Digital, Production, Story)*                   |                               |  |
| 1st 6 months<br>2nd 6 months<br>Journey                             | \$31.59<br>\$33.25<br>\$35.00 | \$1,263.50<br>\$1,330.00<br>\$1,400.00 |
| Managers (Media, Production, Post)* Post (Production) Supervisor 1* |                               |  |
| 1st 6 months<br>Journey   | \$36.81<br>\$38.75            | \$1,472.50<br>\$1,550.00               |
| Post (Production) Supervisor 2*                                     |                               |  |
| Journey   | \$42.50                       | \$1,700.00                             |

\* 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.

No employee will have their salary reduced on their existing show as a result of this Agreement.

| Dated: July 7, 2023                   |
|---------------------------------------|
| By:                                   |
| Steve Kaplan                          |
| Business Representative               |
| The Animation Guild, Local 839, IATSE |
|                                       |
| Dated: July 7, 2023                   |
|                                       |
| By: Joneshap                          |
| Nick Joseph                           |
| Senior Counsel, Labor Relations       |
| Bento Box Animation, LLC              |
|                                       |
| Dated: 7/7/2023                       |
| DocuSigned by:                        |
| By: Michael F. Miller, Jr.            |
| By:                                   |
| Michael F. Miller Jr.                 |
| International Vice President IATSE    |

Director, MPTV Department