



# **TENDERCLAWS CONTRACT**

**12/19/23-12/20/25**

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## **1: Recognition**

### **1.01. Union**

For the purposes of this contract, "the Union" refers to Tender Claws Human Union - CWA (TCHU-CWA).

### **1.02. Recognition of the Union**

The Employer recognizes the Union as the exclusive collective bargaining representative for all bargaining unit Workers.

### **1.03. Workers**

A "Worker" is a bargaining unit member who participates in the day-to-day activities of the studio. Currently, this includes the following positions: 3D Artist, Developer, Quality Assurance, Community Management, or Narrative Design.

In this context, "Worker" excludes owners and/or producers with hiring, firing, and/or disciplinary power. The Union recognizes that owners and/or producers perform similar day-to-day activities as Workers and owners and/or producers will continue to perform activities of the studio. Specifically, owners and/or producers will continue to design, develop, produce and/or consult on various digital or other media projects. The company shall employ no more than two bargaining unit exempt producers at any given time. Any additional producers shall not be given hire/fire/disciplinary power, and shall be included in the bargaining unit.

### **1.04 Additions to Article of Recognition**

Additions to, or changes in this article of recognition as described in the Agreement of Recognition will be made by mutual agreement.

### **1.05 Union Authority**

The Employer recognizes the Union or its authorized representatives as having sole power to execute agreements with the Employer in regard to rates of pay, wages, hours of employment and other conditions of employment affecting the Workers in the collective bargaining units described in the Agreement of Recognition.

### **1.06 Contract Availability**

The Employer will make available a copy of the Contract to all Workers.

## **2: Employer-Union Relations**

### **2.01. Cooperation**

The Employer and the Union recognize that it is in the best interests of both parties and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, The Employer and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all parties covered by this Contract. Each party shall bring to the attention of all parties in the unit covered by this Contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

### **2.02. Meetings Between the Union and Management Representatives**

#### **2.02A.**

An Officer of the Communications Workers of America Local 9003 shall furnish to The Employer written lists of its duly authorized bargaining representatives and other persons authorized to represent the Union. The Employer shall likewise notify the Union of its authorized bargaining representatives. The Secretary or Secretary-Treasurer of Local 9003 shall furnish to The Employer written lists of its representatives authorized to present and process grievances, subject to the approval of The Union.

#### **2.02B.**

Authorized representatives of The Union who are parties covered by this Contract, and aggrieved parties who also are covered by this Contract, shall suffer no loss of salary when attending mutually agreed to meetings related to the Employer and/or related to negotiations or grievances.

## **3: Meet and Confer**

### **3.01. Meet and Confer**

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation, or any other matter of mutual concern to either party in the Collective Bargaining Agreement (CBA).

The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of the request, which shall specify the matter to be discussed.

Union requests to meet and confer shall be delivered to the Employer. The Employer requests to meet and confer shall be directed to The Union. The Union and the authorized party at the Employer may designate who their respective representatives shall be at the Meet and Confer sessions. A refusal to meet and confer in response to such request shall be a violation of this Agreement.

There shall be no obligation on the part of any party to reopen, modify, amend, or

otherwise alter the terminology or interpretation of this Agreement, or to make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement. The parties recognize that the success of the CBA in conducting the affairs of the Employer and the job security of CBA parties and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the Employer and the Union fully encourage and pledge themselves to friendly and cooperative relations at all levels.

### **3.02. Meet and Confer Grievances**

All issues not resolved at the Meet and Confer are eligible for other processes including the grievance procedure except the limiting scope of grievance related to profit share program.

## **4: Nondiscrimination, Inclusivity, Diversity and a Safe Place for All**

### **4.01. Workplace Environment**

The Employer and CWA Local 9003 pledge this will be a safe and respectful work environment for all parties.

### **4.02. No Discrimination**

The Union and the Employer support a workplace free of discrimination. Neither the Employer, nor any person acting on behalf of the Employer, shall refuse to continue to employ any party or otherwise discriminate against any party on the basis of: race; religion; creed; color; ethnic, national, or aboriginal origin; sex; sexual orientation; gender; gender identity; gender expression; financial status; presence on adult companies or adult sites; political belief; veteran or military status; family status; marital status; pregnancy status; childbirth; medical conditions; age; physical disability; mental disability; or genetic information.

### **4.03. Right to Join Labor Organizations**

Neither party should interfere, restrain, or coerce or otherwise discriminate against any Worker in their right to join or assist any labor organization.

### **4.04. Sexual and Personal Harassment**

Both the Employer and the Union shall support a workplace free from harassment. This includes personal harassment, sexual harassment, and any other harassment based on the protected characteristics set out in Section 4.02.

Additionally, the Employer shall maintain a policy on workplace harassment.

### **4.05. Diversity**

The Employer and the Union recognize the value of diversity in the workplace, and will work cooperatively toward achieving a work environment that supports and reflects the interests of a diverse workforce.

#### **4.06 Public Responsibility**

The Employer will make a good-faith effort to refrain from creating products which promote or condone discrimination and/or hate speech.

### **5: Shop Stewards**

#### **5.01. Steward Selection**

The Union shall have the right to select two stewards for each of the Employer's facilities whose duties shall include, but not be limited to, the following: receiving complaints, meeting with Employer representative(s) to attempt to resolve disputes, and representing other bargaining unit Workers in investigatory interviews which the Worker believes could reasonably result in disciplinary action or a change in working conditions. The Union agrees to provide training to all Shop Stewards prior to their assignment. The Union will provide the Employer with written notice concerning the identity of the Shop Steward prior to the date upon which the selected Worker begins performing their duties as a Steward. The Union reserves the right to revoke any member's designation as Shop Steward. Management will introduce all new Workers to the designated Shop Steward.

#### **5.02. Shop Steward Meetings with Workers**

The Shop Steward is permitted to meet with Workers on the Employer's premises in the performance of their duties as a Steward, provided that doing so does not interfere with customers or the Employer's operations.

#### **5.03. Shop Steward Meeting with the Employer**

It is agreed that a Worker, upon their request, is entitled to have a Union Steward and/or Union Representative present during disciplinary meetings or investigatory interviews where the Worker reasonably believes that such investigation will result in disciplinary action or a change in working conditions.

### **6: Bulletin Boards**

#### **6.01. Digital Bulletin**

The Employer shall provide a channel on the messaging software designated for Employer communications, to be used by Union members to provide Union information and notices to all bargaining unit members. Employer leadership and managers shall not post messages in this channel or apply reactions to messages. They shall not dissuade Workers from posting messages, nor shall they persuade any Worker to post messages on their behalf.

#### **6.02 Bulletin Board**

The Employer agrees to provide space for a Union bulletin board in its offices where bargaining unit Workers are assigned. Use of the bulletin board is for Union business only. The bulletin board shall be no smaller than eighteen inches wide by twelve inches

high. The location shall be such as to provide bargaining unit members free and unfettered access to it. The Union shall bear all costs of materials and labor.

## **7: The Grievance Procedure**

### **7.01. Definition of Grievance**

A grievance is defined as any dispute which arises during the term of this Agreement concerning the scope, interpretation or application of its provisions.

### **7.02. Exclusions**

Union Proposal 24.04: Profit Share is subject to grievance provision only as it relates to whether the Employer followed the agreed upon procedure.

### **7.03. Informal Problem-Solving Process**

Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding that grievances will be filed at the step in which there is authority to adjudicate, provided a manager is notified. Workers will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

### **7.04. Grievance Hours**

Grievances processed through Step 2 of the grievance procedure shall be heard during normal business hours unless stipulated otherwise by both parties. Workers involved in such grievance meetings during their normal working hours shall be allowed to do so without suffering a loss in pay. If these meetings take place outside of a Worker's regular scheduled hours, the Worker shall be remunerated at their regular pay rate.

### **7.05. Time Limits**

Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article shall allow the Union to proceed to the next step without waiting for the Employer to reply at the previous step.

### **7.06. Grievance procedure**

A grievance shall be processed in accordance with the following procedure:

**1. Step 1:** A grievance shall be submitted in writing to the Manager within fourteen (14) calendar days from the first occurrence of the action or within fourteen (14) calendar days from the date of discovery. The grievance shall include a description of the incident, alleged contract violation, and the date it occurred. Two (2) Union Representatives, designated by the Union, shall attend this meeting. If they are Representatives from the Bargaining Unit, they shall be paid for this time by the



Employer. The Step 1 meeting will be held within ten (10) calendar days of the notification of grievance, unless the parties mutually agree to extend the timeframe. The Manager will inform the Union Representative of the Employer's position and rationale at the conclusion of the Step 1 meeting.

**2. Step 2:** If the grievance is not resolved as provided in Step 1, the Union Representative will notify the Employer in writing of intent to escalate the grievance to Step 2 within thirty (30) calendar days following the Step 1 meeting, or the date when the Step 1 meeting should have been held. The Step 2 meeting will be held within ten (10) calendar days of the date of the Step 1 escalation. Two (2) Union Representatives, designated by the Union, shall attend this meeting. If they are Representatives from the Bargaining Unit, they shall be paid for this time by the Employer. The General Manager will inform the Union Representative of the Employer's position and rationale at the conclusion of the Step 2 meeting and in writing within 72 hours.

### **7.07. Arbitration**

**A.** In the event any grievance arising hereunder cannot be resolved through negotiations using the procedures defined above, the matters shall be submitted to arbitration by the Union to the Employer and in accordance with the following procedures. The Union will notify the Employer of its intention to arbitrate within a reasonable time, not to exceed forty-five (45) calendar days following the date of the final meeting of the grievance procedure. Such notice to the Employer will be confirmed in writing within seven (7) calendar days.

**B.** If the grievance proceeds to arbitration, the parties or their designated representatives shall meet and attempt to select an arbitrator. If the parties are unable to select an arbitrator, the Union and/or the Employer shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association, and the parties within ten (10) working days after receipt of the list of arbitrators, shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties flipping a coin to determine who shall be entitled to the first deletion.

**C.** Arbitration Expenses. The compensation and expenses of the Arbitrator and the general expenses of the arbitration will be borne by the Employer and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. All decisions within the power of the Arbitrator will be final and binding on all parties.

## **8: Visit to Office**

### **8.01. Visit to Office**

Duly authorized Representatives of the Union not on the payroll of the Employer shall be permitted by management to visit the office for the purpose of observing conditions under which members of the Union are working and see that this Agreement is being followed, provided that such visits shall not interfere nor interrupt any Worker's work. The Union Representative agrees to inform management immediately upon their arrival at the office location. Representatives of both parties will conduct themselves in a courteous, businesslike manner. The Union Representative will give the Employer "five (5) calendar day's written notice prior to an office visit"

## **9: Responsibility of Management**

### **9.01. Responsibility of Management**

The Employer agrees that in the event of bankruptcy, or default, it will consult with a bankruptcy attorney to prioritize paying employees, while ensuring the Employer meets all contractual obligations and compliance with bankruptcy requirements. The Employer agrees to give Workers fourteen (14) days' notice before filing or taking action.

### **9.02. Insurance**

The Employer agrees to maintain General Liability, Errors & Omissions, and Workers' Compensation insurance.

## **10: Union Security**

### **10.01. Membership Requirement**

Union membership is voluntary for any member of the bargaining unit. All bargaining unit employees have to pay dues, even if they reject membership.

### **10.02. Union Dues**

Each Worker who is a member of the bargaining unit on, before or during the effective date of this agreement must tender dues to the Union in the amount prescribed by the Union.

### **10.03. Payroll Deductions**

The Employer will, after receiving a dues deduction form from each Worker, deduct union dues from the payroll checks of Workers on a monthly basis. The Employer will remit those dues to the Union.

### **10.04. Successorship**

The Employer agrees that if the Employer is sold to any entity, the contract will remain in full force and effect for the life of the agreement.

As a condition of the sale or other transfer of the business covered by this Agreement, the Employer shall require the transferee to assume and adopt the terms and conditions of this Agreement, and to continue to recognize the Union as the sole bargaining agent for the Workers covered by this Agreement.

If the company does not want to bring the union to the new company, the company will offer a six month severance package to all current bargaining unit employees.

**11: Duration of Agreement**

This Agreement shall become effective as of 12/19/2023 and shall continue until 11:59 p.m. on 12/20/2025, at which time it will terminate unless extended by mutual agreement in writing prior to said termination date. Bargaining for a new agreement will start no less than 90 days before expiration.

Management will be provided sixty (60) days from the effective date of the Agreement in order to implement articles 18.05 401K Plan and 18.06 Life Insurance. Additionally, 34: Worker Assessments will begin in April 2024, Workers hired between January and March will have their assessments deferred to April.

IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers and representatives.

**Communications Workers of America**

Marisa Remski  
Local 9003 President

Marisa Remski

Pandora Allen  
Secretary Treasurer

Pandora Allen

Kenyon Johnson  
Executive Vice-President

Kenyon Johnson

Robin LoBuglio  
Bargaining Committee

Robin LoBuglio

Cynthia Cantrell  
Bargaining Committee

Cynthia Cantrell

**Tender Claws**

Daniel Cannizzaro  
Member

Daniel Cannizzaro

Samantha Gorman  
Member

Samantha Gorman

Tami Culkar  
Legal Counsel

Tami Culkar

J Noland  
Producer

J Noland

Yuxin Gao  
Producer

Yuxin Gao

## **12: Federal or State Laws**

### **12.01. Modification for Adherence to Law**

In the event that any law, regulation, or government order renders one or more provisions of this Agreement illegal or unenforceable, the provision(s) shall be modified to comply. Modifications will be made in such a way as to retain as much of the original effect and intent as possible. The modification process shall be subject to bargaining.

### **12.02. Other Provisions**

The remaining provisions of this Agreement that are not affected by the law, regulation, or government order shall continue unmodified in full force and effect.

## **13: Paid Time Off**

### **13.01. Unlimited Paid Time Off**

The Employee is entitled to unlimited Paid Time Off ("PTO"). An Employee's ability to take PTO is not a form of additional wages for fulfilling their job duties, but a part of the Company's vision to provide a flexible work environment for all. Such paid time shall include time off for sickness, vacation, or personal reasons. The time or times during which leave may be taken shall be by mutual agreement of the Company and the Employee. Whenever possible, the Company agrees to accommodate and grant the Employee request for time. Since the Employee does not accrue PTO, the Company will not compensate for any PTO upon separation of employment.

### **13.02. Notice of Vacation**

Workers will put in their vacation request at least two weeks' notice before their desired dates. Management will make a strong effort to approve all vacation requests possible, deadlines and schedule permitting.

### **13.03. Notice of Sick Leave**

When possible, Workers will give advanced notice prior to utilizing a sick day. i.e. scheduled doctors' appointments, planned procedures, etc. Sick leave that extends beyond two (2) weeks duration shall be considered Medical Leave and will be addressed according to 16.03A "Medical Leave."

## **14: Rights of Management**

The management of the Employer's business and the direction of its personnel, including but not limited to the right to hire, promote, terminate, schedule hours of work, reduce hours of work daily or weekly, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reasons, discharge and discipline employees; to establish reasonable rules and regulations is the exclusive right of the Employer subject to the terms of this Agreement. All matters involving discipline, discharge, or other changes in employment conditions remain subject to the grievance procedure. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its rights and responsibilities to manage the company and its activities and operations. The Employer will be the exclusive judge of its business and the methods, processes, means, and material to be used.

Notwithstanding anything in this article, the employer agrees that it will give the union notice before changing a term or condition of employment. Moreover, if the union requests, the employer will bargain in good faith, to agreement or impasse, before carrying out the change consistent with legal obligations.

The Union recognizes and acknowledges that Employer's owners and/or managers perform overlapping and the same day-to-day activities as Workers and owners and/or managers will continue to perform such activities. Owners and/or managers will continue to design, write, develop, produce and/or consult on various digital or other media projects with or without the assistance of Workers. Owners and/or managers will continue to perform work as 3D Artist, Developer, Quality Assurance, Community Manager, and/or Narrative Designer.

This Agreement does not apply to any owner's academic research and/or career. Nor does it prevent any owner from taking on individual projects outside of Tender Claws.

## **15: Additional Paid Time Off**

### **15.01. Voting**

Any Worker who is eligible to vote in any county, municipal, or statewide primary or general election, any election to fill a vacancy in the office of a representative in Congress or in the office of state senator or state representative in Congress or in the office of state senator or state representative, any union election, or any tribal election may absent themselves from work for the purpose of voting during such election day.

### **15.02. Emergencies**

A Worker is entitled to take immediate time off work for one work day when it is necessary to attend to one of the following situations, either of which necessitates immediate action on the part of the Worker:

- A.** Any close acquaintance not covered under California state law ("kin care") has unexpectedly become seriously ill or has had a serious accident; or

- B. An unforeseen occurrence with respect to the Worker's property, home, or household, or other circumstances that create an urgent situation for the Worker.

## **16: Leaves of Absence**

### **16.01. Leaves of Absence**

Any Worker in one of the circumstances detailed in this article is entitled to extended time off in the form of a paid and/or unpaid Leave of Absence. The duration of this Leave will depend on its cause. A Worker on leave of absence will not be considered as having terminated employment with the Employer. Workers experiencing the listed circumstances shall be entitled to the corresponding leave, and the Employer will not unreasonably deny requests for leaves of absence.

### **16.02. Paid Leaves of Absence**

#### **16.02A. Death of a Loved One**

In the event of a death or deaths in a Worker's family, the Worker shall be allowed five (5) paid work days. Workers shall receive one additional week of unpaid time off if requested, which may be extended by mutual agreement. "Family" is defined as the Worker's immediate family, extended family, partners, and/or chosen family.

#### **16.02B. Jury Duty Leave**

Paid leave shall be granted for five (5) days upon selection for service upon a jury. "Service upon a jury" includes time when the Worker is impaneled for actual service, or is required by the Court to be present for potential selection for service.

### **16.03. Partially Paid Leaves of Absence**

Extended, partially paid Leaves of Absence can be offered for the circumstances listed below. Workers will first be offered four (4) weeks of guaranteed paid time off. For additional needed time after this period, they will be offered unpaid leave.

#### **16.03A. Medical Leave**

Leaves of absence up to four additional (4) months of unpaid medical leave shall be granted to any Worker who, as a result of an extended physical or mental illness, injury, or other medical recovery, must take extended time off work. Such leave may be extended by mutual agreement.

#### **16.03B. Family Care Leave**

Leave of absence of up to eight additional (8) weeks of unpaid family care leave shall be granted to any Worker, upon request, to care for or to arrange for family members of the Worker. Family is defined as the individual's immediate family, partners, and chosen family of up to two individuals declared by each

worker at the time of hire. Such leave may be extended by mutual agreement.

#### **16.03C. Parenthood Leave**

A parenthood leave of absence shall be granted to adoptive parents, biological parents, foster parents, or primary caretakers of children, who request such leave in conjunction with the adoption, birth, or commencement of caretaking of a child. The Leave shall commence on the date requested by the Worker.

Leaves of absence of up to eight additional (8) weeks of unpaid parental leave are available to employees who have been with the company for at least 12 months, and may be taken consecutively or distributed throughout the first year of initial request. Additional time may be offered by mutual agreement of both parties. Employer agrees to maintain full health insurance plan coverage during leave.

#### **16.04. Unpaid Leaves of Absence**

Extended, unpaid Leaves of Absence can be offered for the circumstances listed below.

##### **16.04A. Union Leave**

Upon the written request of the Union, unpaid leave shall be granted to Workers who are elected or appointed by the Union to serve on a Union Negotiating Team. Union Stewards, Union Officers, or other Workers who are elected or appointed by the Union to perform duties for the exclusive representative shall also be granted unpaid time off to perform their duties by mutual agreement of Employer and with sufficient notice to address the business needs of the Employer. Time spent by stewards meeting with management on investigations and/or grievance handling involving the Employer shall be considered separately from this leave and may occur on company paid time

##### **16.04B. Leave for Independent Endeavors**

Unpaid leaves of absence of up to six (6) months may be granted to any Worker to take extended time off to pursue their own creative, commercial, and social endeavors ("Independent Endeavors"). Such leave is at management's discretion and is subject to its impact on production.

#### **16.05. Reinstatement after Leave**

Any Worker returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in their former position. Workers returning from an unpaid leave of absence shall be returned at the same rate of pay the Worker had been receiving at the time the leave of absence commenced, plus any automatic adjustments that would have been made had the Worker been continuously employed during the period of absence. Except for Leave for Independent Endeavors, Workers may return to work prior to the agreed upon end of a given leave. In the case of Leave for Independent Endeavors, Workers and Management can work out an earlier return date, if mutually agreed upon.

#### **16.06. Effect on Seniority**

Any Leave of Absence shall not be considered an interruption of a Worker's continuous employment for purposes of calculating seniority, and the Worker shall maintain the same seniority date upon their return as they held prior to the leave period.

#### **16.07. Health Coverage During Paid Leaves of Absence**

Health insurance coverage shall remain the same during Paid Leaves of Absence as when the Worker was not on Leave.

#### **16.08. Health Coverage During Unpaid Leaves of Absence**

If desired by the Employee, health insurance coverage shall remain the same during Unpaid Leaves of Absence as when the Worker was not on Leave. Tender Claws will continue to pay the Employer contribution, while the Employee will remain responsible for paying the Employee Monthly Premium.

#### **16.09. Layoff Procedures**

Nothing in the provision impacts the Employer's ability to follow the agreed upon layoff procedures.

### **17: Holidays**

#### **17.01. Holidays**

The Employer shuts down for the holidays listed in this section, as well as for one company-wide office closure per year. There will be no meetings planned for those days. All Bargaining Unit Members will be paid for Holidays that the Employer observes.

#### **17.02. Weekend Rollover**

In cases where a holiday falls on a Saturday, the Employer will instead shut down one day earlier on the preceding Friday. In cases where a holiday falls on a Sunday, the Employer will instead shut down one day later on the following Monday. In cases where multiple holidays would be observed on a single day, they instead roll over to either side until all holidays have a unique observed day on a workday.

#### **17.03. Individual Holidays**

Below is the full list of holidays that the Employer observes.

- **New Year's Day** - January 1st
- **Martin Luther King Jr. Day** - third Monday of January
- **Memorial Day** - last Monday of May
- **Juneteenth** - June 19th



- **Independence Day** - July 4th
- **Labor Day** - First Monday of September
- **Indigenous People's Day** - Second Monday of October
- **Thanksgiving** - 4th Thursday of November
- **Day after Thanksgiving** - 4th Friday of November
- **Christmas Eve** - December 24th
- **Christmas Day** - December 25th
- **New Year's Eve** - December 31st

#### **17.04. Company-Wide Office Closure**

The Employer will shut down for at least seven (7) consecutive work days for a company-wide office closure once a calendar year.

The Employer will make its best effort to align these seven (7) consecutive work days with the winter holidays of Christmas Eve, Christmas Day and New Year's Day providing two consecutive calendar weeks off, when production schedules and deadlines permit. In cases where the Employer decides to move this office closure out of the winter holiday period, the Employer shall give Workers a minimum sufficient notice of sixty (60) days before the date of when a winter-aligned closure would have begun. For any worker who was not given sixty (60) days' notice, that worker will maintain the right to take the closure time off during the winter holidays.

### **18: Business Closures**

#### **18.01. Planned Business Closures**

A planned business closure is a non-holiday period where management announces that Workers are not expected to come in or perform job functions.

#### **18.02. Unplanned Business Closures**

An unplanned business closure is an event where, due to unforeseen practical circumstances, Workers are unable to perform their job functions.

#### **18.03. Payment for Business Closures**

Workers will be compensated during business closures at their regular rate of pay for a maximum of up to two weeks.

### **19: Benefits**

#### **19.01. Eligibility for benefits**

All Bargaining Unit members are eligible for Health, Vision, and Dental benefits.

#### **19.02. Health Insurance**

The Employer shall offer health insurance to all bargaining unit members through the

Covered California for Small Business program. Workers may choose their desired plan through the Covered California for Small Business portal. The Employer and the Worker shall split the expense of the premiums, with the employer contribution being:

- The monthly premium of the Kaiser Gold 80 HMO 250/25

#### **19.02. A. Dependents**

Each Worker shall have the right to add unlimited dependents to their healthcare plan at their own expense.

#### **19.03. Vision Insurance**

The employer shall offer a monthly stipend for Workers to purchase their own vision insurance, the value of which shall be:

- \$31 per month at the time of contract ratification, multiplied successively by 5% for each year of the contract's lifespan.
- During the enrollment period for healthcare, when the Employer is assisting Workers in setting up their healthcare plans, the Employer shall also provide Workers a link to the Covered California Adult Vision Coverage webpage to give them a starting point in their search for vision insurance.

#### **19.04. Dental Insurance**

Beginning with the Covered California for Small Business insurance renewal in April 2024, The Employer shall offer dental insurance to all bargaining members through the Covered California for Small Business program. Workers may choose their desired plan through the Covered California for Small Business portal. The Employer and the Worker shall split the expense of the premiums, with the Employer contribution being:

- The monthly premium of the Delta Dental DPPO

#### **19.05. 401k Plan**

The Employer shall offer a 401k plan to all Workers.

#### **19.06. Life Insurance**

The Employer shall offer group life insurance to all bargaining unit members in the amount of \$50,000 per individual employee at the Employers cost.

#### **19.07. Changes to Benefits**

Any changes made to benefits packages by the Employer must be bargained with the Union. If any changes are proposed to any benefits packages, the Employer must notify the Union in writing within 7 business days.

## **20: Education**

### **20.01. Education Stipend**

Up to a maximum of \$300 per year, or more at their discretion, the Employer will subsidize any fees, tuition, subscription costs, or other costs needed for classes, research, or other educational pursuits that a Worker wishes to participate in, so long as such pursuits are relevant to their work at the Employer. Workers will submit receipts for the costs incurred in order to receive this subsidy as a reimbursement.

## **21: Meal and Rest Periods**

### **21.01. Meal and Rest Periods**

All Workers are entitled to rest periods in accordance with California Labor Laws. In addition:

1. For a shift greater than 5 hours, a Worker must be permitted to take a meal period of sixty (60) minutes.
2. For a shift greater than 10 hours, a Worker must be permitted to take a second meal period of no less than sixty (60) minutes.
3. Workers will not be required to remain within a specified location during their meal and rest periods.
4. Workers are entitled to various health and safety breaks.

All Workers are entitled to unlimited child nursing breaks throughout the workday. If working from the office, Workers will be supplied with a private space in which to feed infants or pump breast milk, and a private locked refrigerator in which to store breast milk and/or infant formula.

## **22: Travel Expenses**

### **22.01. Travel Expenses During Work Time.**

Workers required to travel to places other than their weekly place of work (e.g. the Employer's offices) will be provided transportation by the Employer or reimbursed for travel-related out-of-pocket expenses and/or authorized use of their personal vehicle in connection with such travel. Gas shall be reimbursed based on miles driven, at the federal rate.

Workers required to travel to places other than the office after the start of or before the end of their shifts by public transportation will be reimbursed for their actual out-of-pocket, travel-related expenses.

### **22.02. Travel Expenses: Assignments**

If Workers are assigned to work at a location that is greater than 50 miles from the studio and for which a daily commute is not reasonable, then the Employer shall provide for the Worker's lodging and provide a per diem for meals and incidentals at the U.S. General Services Administration established per diem rates based on zip code.

## 23: Payment of Time Worked

### 23.01. Payment of Time Worked

Payment of time worked shall be twice a month for hours worked.

### 23.02. Method of Payment

Method of payment shall be by bank guaranteed payroll check. Checks will be available by the following options:

- Paychecks may be deposited via direct deposit plan to the bank or savings institution of the Worker's choice.
- Paycheck can be mailed via regular mail to the location of the Worker's choice.

## 24: Wages

### 24.01. Pay Calculation

Wages for each Worker shall be calculated based on their level of seniority and experience, as sorted into Levels.

### 24.02. Pay Bands

The minimum yearly salaries for all Workers shall be the greatest of their current salary plus 4% or the following effective December 27, 2023:

	Associate	Midlevel	Senior	Principal
3D Artist	\$81,600	\$86,700	\$91,800	\$97,619
Developer	\$87,720	\$92,820	\$98,086	\$107,896
Quality Assurance (QA)	\$71,400	\$76,500	\$81,739	\$89,913
Community Manager	\$71,400	\$76,500	\$81,739	\$89,913
Narrative Designer	\$81,600	\$86,700	\$91,800	\$97,619

Year two of the contract will reflect a 3% raise for all Pay Bands.

### **24.03. Levels**

All Workers at Tender Claws shall be assigned one of four (4) levels, calculated based upon seniority at the Employer and/or total experience working in the field related to their job title, whichever is greater.

The criteria for levels shall be as such:

- **Associate:**
  - 0-3 years
  - OR 0+ cumulative years of experience in relevant fields
  
- **Midlevel:**
  - 3-6 years
  - OR 4+ cumulative years of experience in relevant fields
  
- **Senior:**
  - 6-9 years of seniority
  - OR 8+ cumulative years of experience in relevant fields
  
- **Principal:**
  - 9+ years of seniority
  - OR 12+ cumulative years of experience in relevant fields

### **24.04. Profit Share**

The Employer will offer a profit sharing program, where Workers and non-owner employees receive a yearly bonus from the Employer's yearly profits.

#### **24.04A. Qualifying**

Workers and non-owner employees may qualify for receiving this payout on December 31st of each year if they have been employed with the Employer since at least the prior May 31st.

#### **24.04B. Collecting**

Payouts for a given year shall occur in April of the following year. Workers and non-owner employees must remain employed from January to April in order to collect. If a qualifying Worker's or non-owner employee's employment with the Employer ends between January and April, for any reason other than resignation or termination due to just cause, the Worker or non-owner employee is entitled to their payout at the time of profit share distribution.

#### **24.04C. Calculation**

For the purposes of calculating the allocation pool, January 1 through December 31 is considered to be the Employer's "financial year." Distribution of funds will occur in April of the following year and will be reflected on that period's paycheck.

The allocation pool each year shall be determined at management's sole discretion. It is intended to reflect 15% of profits after taxes, but shall be no less than 5% of profits after taxes. However, in cases where a pool of this size (6%-15%) would jeopardize the company's financial stability, ability to meet fiscal obligations, and/or maintain adequate budget for projects, management reserves the right to modify this as it sees fit to ensure the financial stability of the company and its ability to meet fiscal obligations.

Management will announce the size of the allocation pool to the company in March. If there are funds to distribute from the pool, management will distribute it with the first payroll of April. Once the allocation pool is established, Workers' and non-owner employees' share of the distribution will be determined by the following calculations.

One half of the allocation pool will be divided equally between all vested Worker and non-owner employees. For instance, if the entire pool is \$2,000, \$1,000 of the pool will be divided equally among all those that have vested. If there are five total vested Employees at Tender Claws, each employee gets \$200 ( $\$1000/5$ ).

Management will calculate every vested Worker's and non-owner employees' share of the other half of the pool by adding up their total continuous time (in months) employed with Tender Claws in any capacity, and divide that number by the total continuous time (in months) that ALL vested Workers and non-owner employees have contributed to the company. The resulting number determines the Worker's or non-owner employees' percentage of the remaining pool.

For example, if a qualifying individual has worked at The Employer full-time and continuously for two years and there are four other employees that have been working full-time and continuously for one year each, the total denominator of the pool would be 72 months. Dividing the individual's 24 months by the total 72 months results in a 33.33% share of the pool. If the remaining pool is worth \$1,000, their share would be 33% of \$1,000, or \$333.33.

As a result, the total amount that the individual will receive from the pool would be the sum of the two calculations. In this example, that would be  $\$200 + \$333.33$  or  $\$533.33$ .

**Meet and confer and Limited Scope of Grievance:** This provision is subject to meet and confer. This provision is also subject to grievance provision only as it relates to whether the Employer followed the agreed upon procedure.

## 25: Payroll Advance

### 25.01. Payroll Advance

Workers may request payroll advances on unearned wages from the Employer. If the Employer agrees to provide a payroll advance, both parties will mutually agree on a "pay-back schedule", and that amount will be deducted from subsequent paychecks.

## **26: Severance**

### **26.01. Severance Conditions and Payouts**

Under the following circumstances, a Worker shall receive a severance payout.

#### **26.01. A. Lay-Off**

On Lay-off, Worker will receive two weeks of paid severance per each year they were with the company, with a maximum cap of eight (8) weeks' severance.

## **27: Equity and Inclusion**

### **27.01. Open Job Positions**

When The Employer seeks candidates for a Bargaining Unit position, with the exception of applicable positions defined in 27.04:

**A.** The position will be posted for a minimum of two weeks before any hiring decision is reached.

**B.** The Employer will make a good faith effort to ensure that it continues to interview candidates from groups traditionally underrepresented at the studio and in the video game industry (e.g., women, people of color, or those identifying as LGBTQ+).

### **27.02. Circulating Job Postings Externally**

With the exception of applicable positions defined in 27.04, the Employer will make a good-faith effort to circulate Bargaining Unit position postings in a manner that assists in the recruitment of candidates from groups that have been traditionally under-represented at the studio and within the video game industry.

Job postings will visibly display salary & benefits information in order to promote hiring transparency.

### **27.03. Circulating Job Postings Internally**

With the exception of applicable positions defined in 27.04, The Employer will maintain an internal list of its open Bargaining Unit positions, a list of places where such open positions are posted or otherwise disseminated (e.g., websites, listservs, social media groups), as well as any planned recruitment for job positions. These lists shall be accessible to all Tender Claws Workers.

### **27.04 Short-term exceptions**

The processes described in this article shall not apply for short-term positions with a duration of six months or less, or for short-term hires that are brought on to address production emergencies.

## **28: Lived Name and Pronoun Policy**

### **28.01. Lived Names**

A Lived Name is a name an individual has chosen to use in life instead of their legal name. The Employer and the Union mutually affirm the right of all parties to be referred to by their Lived Name.

### **28.02. Names in Hiring**

To create an atmosphere where LGBTQ+ applicants feel welcome and understand Tender Claws as a queer-friendly workplace, the Employer will proactively ask job applicants in job application forms whether they use a Lived Name other than their legal name. If so, all efforts will be made to use this name rather than their legal name in emails, interviews, employment letters, and all other locations under Employer's control.

### **28.03. Pronouns in Hiring**

The Employer will ask applicants for their pronouns at the start of interviews, interviewers will begin by offering their own pronouns.

### **28.04. Internal Protection of Legal Names**

For Workers with Lived Names, the Employer and the union will take all reasonable efforts to ensure that their unused legal name is not printed in locations visible to parties other than the Worker. This includes Employer announcements, current and future internal documentation, scheduling software when under the control of Employer, virtual messaging platforms, emails, Employer policy documents, and all other locations under the Employer's control. In cases where use of the legal name is absolutely required on documents, such as on government tax forms, every effort should be taken to keep these documents visible only to the Worker.

### **28.05. Public Protection of Legal Names**

For Workers with Lived Names, the Employer and the Union will take all reasonable efforts to ensure that the Worker's legal name is never visible to the general public, including through Employer websites, interviews, social media, and other channels.

### **28.06. Name Changes**

If a Worker newly adopts a Lived Name, or changes their existing Lived Name, management will perform the necessary updates to reflect this new name in all locations established in sections 28.04 and 28.05. This process shall not take longer than thirty (30) days after the Worker declares their new Lived Name, for all locations other than the credits displayed within Employer-released software, for which guidelines are defined in Article 46: Crediting.



## **29: Skill Evaluations**

### **29.01. Definition**

A Skill Evaluation is an art test, a programming test, and/or a mock work assignment given to a job applicant by the Employer in order to measure their proficiency for a job position.

### **29.02. No Unpaid Evaluations**

The Employer will not utilize unpaid skill evaluations.

## **30: Internships**

### **30.01. Interns**

An intern is a temporary Worker in one of the following life circumstances:

- Currently enrolled in schooling
- Or, graduated from schooling within the past 2 years
- Or, early in their professional career in software, game development, or another industry or art form relevant to current or future Employer projects

### **30.02. Purpose of Internships**

The goal of the Employer's internship program shall be to train and empower new artists and game workers, to enrich the Employer's culture and perspective with new ideas, and to cultivate potential future hires for the Employer. The Employer shall not use internships as replacements for direct hire Workers.

### **30.03. Hiring Interns**

The Employer will circulate the job posting for internships for at least two weeks and in at least 2 community colleges. If applications are received, at least 2 students from community colleges must reach the interview phase before a hiring decision is made.

### **30.04. Structure and Mentorship**

Internships shall be structured in order to maximize the educational, career and artistic growth of the intern.

Each intern whose work assignment overlaps significantly with a bargaining unit position will be paired by Management with a bargaining unit member to serve as their Mentor. At least one week before a mentorship period is to begin, the Employer will notify all Workers that they are in the process of selecting mentors. During this period, Workers will have the ability to submit themselves for consideration to perform a mentorship role. The Mentor will recognize that the assigned intern is experienced in their own right and respectfully treat the intern as a peer artist. The purpose of a Mentor will be to cultivate the intern's skills, to give them a friendly point of contact at the Employer, and answer

questions about project organization and best practices. Management may reassign the intern from the Mentorship to another bargaining unit member as it deems appropriate.

The mentor shall meet with the intern at least once a week.

### **30.05. Internship Duration**

The maximum duration of an internship is (4) calendar months or 120 calendar days, whichever comes sooner. After the internship period has expired, if the employer wishes to continue the term of employment, the intern must be converted to a direct hire Worker.

### **30.06. Converting Interns**

The process of calculating wages for former interns converted into direct hires shall be the same as if they were hired outside of the internship process. Time spent working an internship shall count towards any benefit which is calculated based on duration of employment.

### **30.07. Wages**

The wage floor for interns will be no lower than 66% of the wages of the bargaining unit position most similar to their skillset.

### **30.08. Benefits**

Interns shall not be entitled to health insurance or retirement benefits, but may be granted such benefits in special circumstances at the discretion of the Employer.

## **31: Use of Contract Labor**

The Employer reserves the right to contract out any work in its sole and exclusive discretion. The Employer contracts out work under various circumstances including but not limited to when:

1. The skills, knowledge, experience, artistic fit, or equipment are unavailable within the current workforce;  
or
2. Time schedules cannot be met with available full or part-time employees or equipment and the Employer cannot sustain employees long-term;  
Or
3. The artist or provider seeks to maintain their independence and/or does not wish to be an employee,  
or
4. Opportunity to work with people that have multi-disciplinary skills that do not correspond with roles covered by the Agreement.

When the Employer hires under this provision, it will inform the Union with the contractor's name, start and end date, and the reason they were hired as a contractor.

## **32: Short-Term Workers**

### **32.01. Allowed hiring cases**

A Short-Term Worker is a Worker hired into a temporary position for a specific scope of work, with a specific end date up to six (6) months. They may be hired by the Employer in order to fill a specific need, including but not limited to covering leaves of absence or for specialized jobs.

All short-term workers, who do bargaining unit work will become bargaining unit members at the time of hire.

### **32.02. Returning or Transitioning to Full-Time**

A Short-Term Worker may be hired by the Employer on a Short-Term basis again after a term of six (6) months after their end date. If the Short-Term Worker is needed on the project for longer than the Short-Term period of six (6) months, the Worker will be transitioned to a full direct hire.

If the Short-Term Worker is hired back within six (6) months after the end of the previous short-term contract, they must be hired on as a direct hire.

### **32.03. Notice of Short-Term Labor**

When a Short-Term employee is hired, the Employer will give the Union notice, including that worker's contract start and end dates.

### **32.04. Severance**

Short-Term Workers, by definition, will be let go on or before the expiration of their short-term assignment. As such, Short-Term Workers shall not be eligible for severance or other layoff or benefits upon termination, except as required by law.

### **32.05. Recall Rights**

Short-Term Workers may apply for any open position with the Employer.

### **32.06. Transition to Direct Hire**

In cases where short-term Workers are converted into direct hires, the time they spent working for the Employer as a short-term Worker shall count towards any benefit that is calculated based on duration of employment.

## **33: Confidentiality**

The Worker acknowledges that by virtue of the employment hereunder the Worker will have access to Confidential Information (as defined below) of the Employer and that the communication of such Confidential Information to third parties could irreparably injure the business of the Employer.

### **33.01.**

The Worker agrees that during the term of employment with Employer and thereafter following termination of employment, without limitations of time, The Worker shall treat and safeguard as confidential and secret all Confidential Information received by the Worker during the term of employment. The Worker shall not, without the prior written consent of Employer, disclose or reveal any of the Confidential Information to any third party whatsoever or use the same in any manner except in connection with the business of Employer, except as may be required by order of a court of competent jurisdiction, or a regulatory or governmental body having jurisdiction over the Worker, provided that the Worker shall give prompt notice of any such order so as to give the Employer adequate opportunity to object to the order and that in all cases the Worker shall provide only the minimum amount of Information necessary to comply.

### **33.02.**

For purposes of this Agreement, "Confidential Information" means any information not generally known to the public or recognized as standard industry practice that, if disclosed, would harm the Employer or put it at a competitive disadvantage, including, without limiting the generality of the foregoing, any customer lists, supplier lists, trade secrets, product development plans, research, inventions, ideas, concepts, designs, formulas, methods, processes, software, promotional plans, pitches, distribution channels, pricing, financial records, inventory records, and any other information that is marked as confidential or should be understood as confidential given the circumstances of disclosure. The Worker acknowledges and agrees that all Confidential Information is the property of the Employer. Confidential Information shall also include any other document or information (whether of Employer or of any client, supplier or customer of or with whom the Employer has an agreement concerning the confidentiality of information) which is (a) contained in or hereafter placed in Employer's computer database or (b) comes into the Worker's possession as a result of his/her acting as a consultant to, an employee, officer, member or director of the Employer. Upon termination of the Worker's employment with the Employer, the Worker shall return to Employer all materials containing Confidential Information; provided that Employer may allow reasonable access and specific pre-approved use of Confidential Information by the Worker for the sole purpose of documenting the Worker's responsibilities and achievements as an employee of Employer.

## **34: Worker Assessments**

### **34.01. Worker Assessments**

A Worker Assessment is a structured way for Workers to receive useful feedback for professional growth.

Workers will participate in an Assessment once per year. Assessments will be scheduled within thirty (30) business days of the anniversary of the Worker's start date. If the Worker is on vacation or any other type of Leave, this meeting will be scheduled within thirty (30) business days of their return to work.

## **34.02. Assessment Content**

A Worker Assessment should cover the following topics:

### **34.02. A. Performance:**

The Employer will provide the Worker with constructive feedback about the Worker's work over the past year. If there are any issues with the Worker's performance, they will be brought up in this meeting.

### **34.02. B. Achievements:**

The Employer and Worker will discuss the Worker's achievements at the Employer over the past year.

### **34.02. C. Goals:**

Both parties will discuss the Worker's career aspirations and other goals for the upcoming year.

The purpose of this is to where possible attempt to align with the type of work the Worker wants to be doing, as well as to identify any specific ways in which the Worker is looking to grow over the next year, areas in which they would like to expand their expertise, and ways in which the Employer can foster this growth.

### **34.02. D. Questions, Comments, and Requests:**

Space will be held for any other questions, comments, and requests from the Worker to the Employer, and vice versa.

## **34.03. Meeting Notes**

The Employer will maintain notes from Worker Review meetings each year, detailing what was discussed in each category listed above (34.02.A - 34.02.D).

## **34.04. Discipline**

If the Worker feels at any time before or during the Assessment that the conversation could lead to discipline, the Worker has the right to request their Shop Steward's presence in the Assessment meeting.

## **35: Seniority**

### **35.01. Lay-offs**

In the event of a layoff/reduction in force, the Employer will determine the impacted position(s)/Worker based on specialized objective assessment of specialized knowledge, performance, skill, ability and training (collectively "relative skill and ability"). In exercising its judgment regarding relative skill and ability, the Employer will not act arbitrarily or capriciously. If relative skill and ability are deemed equal by the Employer then the Employer will use seniority to determine the Worker to be impacted by the layoff.

## **36: Rehire**

### **36.01. Recall Rights**

Any Worker who has been laid off, furloughed, or whose employment has ended for any reason except for misconduct or poor performance (as determined with just cause), shall have first right of refusal for any position they are qualified to perform, should another position be made available within six (6) months from their last day of work.

### **36.02. Recall Seniority**

Recall will be on the basis of experience, skill, ability, knowledge and training. Should these factors be relatively equal, the senior qualified worker with recall rights will prevail.

### **36.03. Recall Notification**

When a new position is posted, the Employer shall give notice of recall to all laid off Workers who fit the description. The notification shall be sent by email. Workers given notice of recall must advise management of their intent to return to work no later than five (5) business days following the date of the email

### **36.04. Preservation of Seniority**

Candidates re-hired through the recall process will retain the same seniority as prior to their lay-off.

## **37: Resignation Policy**

### **37.01. Right to Resign**

Any Worker has the right to resign from their position at the Employer at any time, for any reason, with any amount of notice. A four (4) week resignation notice is preferred, but not mandatory.

### **37.02. Final Date**

When sending a resignation letter, Workers will provide their final date of work. Workers will be entitled to continued pay for a minimum of a four week period, as long as such notice is provided, even if the Employer sets a final date of work prior to that time for business necessity.

### **37.03. Final paycheck**

The Employer will furnish a resigned Worker's final paycheck no later than one week after their last day of employment. For salaried Workers, their final paycheck value will be equal to the equivalent daily pay rate of their salary, multiplied by the number of days they worked between receiving their previous twice-monthly paycheck and their final day of work.

## **38: Health and Safety**

### **38.01. Responsibility for Safety**

The Employer and Union have a common interest in ensuring work is performed in a safe manner. Within 30 days of this contract being ratified, the Employer and the Union will meet to discuss safety in the workplace. It is recognized that the Employer has the exclusive responsibility to provide a safe workplace and conditions of employment.

### **38.02. Safe Working Environment**

It shall be incumbent on the Employer to furnish employment and a place of employment which are safe for the Workers therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are adequate to render such employment and place of employment safe; to do every other thing reasonably necessary to protect the life, safety and health of Workers.

In addition, the Employer shall comply with occupational safety and health standards and all rules and regulations.

### **38.03. Refusal of unsafe work**

No Worker shall be discharged or disciplined for refusing to perform a job function that exposes the individual to a clear and present exposure to physical danger or harm.

### **38.04. Repetitive Strain Injury Prevention**

A Repetitive Strain Injury (RSI) is damage and/or pain triggered in the nerves, muscles, ligaments, and/or tendons as a result of repetitive motion and overuse.

#### **38.04. A. RSI Rest Breaks**

At least every 90 minutes, or when Workers experience pain, Workers will be encouraged and allowed to take a short break from moving their hands, and to stretch if desired. Workers shall not be prematurely directed to return to work while performing an RSI prevention break.

#### **38.04. B. Hand and Arm Support Braces**

The Employer shall provide a wrist support brace upon request to any Worker onsite in the office, and any Worker working from a home office. Workers who require another variety of brace other than a wrist support brace valued at \$40 or less will be provided one from the Employer upon request.

#### **38.04. C. Ergonomic Keyboards**

An ergonomic keyboard is a computer keyboard specially designed to prevent injury or strain upon a user's fingers, hands, elbows, shoulders, and/or other parts of the arm. Upon a Worker's request, the Employer must provide that worker with an ergonomic keyboard.

#### **38.04. D. Ergonomic Mice**

An ergonomic mouse is a computer mouse specially designed to prevent injury or strain upon a typer's fingers, hands, elbows, shoulders, and/or other parts of the arm. Upon a Worker's request, the Employer must provide that worker with an ergonomic mouse.

### **38.05. Sitting-related Injury Prevention**

A sitting-related injury is an injury to a Worker's back, neck, legs, or other part of the body as a result of extended time spent sitting.

#### **38.05. A. Ergonomic Office Chairs**

An ergonomic office chair is a chair designed to provide the necessary bodily support and posture correction in order to prevent sitting-related injuries. This includes at least:

- A swiveling function
- Adjustable seat height
- Adjustable arm resets
- Lumbar support
- Comfortable seat padding in good condition

Upon request, the Employer will make ergonomic chairs available to any in-office Worker.

#### **38.05. B. Standing Desks**

A standing desk is a desk that can be raised up to a level which enables Workers to use it while standing, as well as lowered to a level to be used while sitting.

The Employer shall provide a standing desk, or a convertible desk with a standing setting, to in-office Workers who request one.

### **38.06. Vision Injury Prevention**

A Vision injury is degradation of a Worker's eyesight, or other damage done to a Worker's eyes.



### **38.06. A. Vision Strain Relief Break**

A vision break is a short period of looking away from a computer in order to prevent damage to a Worker's eyes through eye strain. Medical professionals recommend that every 20 minutes, computer users should stare at an object at least 20 feet away for at least 20 seconds. Workers shall not be prematurely be asked to return their gaze to the screen when performing such a break

### **38.06. B. Virtual Reality Break**

Virtual reality is a new technology, and some eye doctors believe its usage can lead to the development of eye strain. Additionally, many VR users experience motion sickness during or after use. Accordingly, Workers using a VR headset for their job functions will be permitted to take a (five) 5 minute break between every (twenty-five) 25 minutes of consecutive usage, and will not be ordered to continue extended VR headset usage if they are experiencing eye strain, motion sickness, or other VR related pain, injury, or strain.

### **38.07. Distribution of Injury Prevention Information**

The Employer shall provide information to Workers that helps them avoid RSIs, Sitting-related injuries, and screen-based Vision degradation. This will include an ergonomic guide provided via email or the Employer's primary messaging platform. Any ergonomic guide, resource, or poster the Employer uses shall be from a reputable, research-based source.

### **38.08. Public Health Emergencies**

In the event of a public health hazard recognized by a local, state, or federal government in whose jurisdiction the Employer does business, the employer shall meet with the Union upon the Union's request to bargain a response plan that maximizes the health and safety of all Workers. Such meetings must take place within (five) 5 days of the union's request, or sooner if there is an immediate danger for Workers.

## **39: Remote Work**

### **39.01. Right to Work Remotely**

The right to work remotely is at management's discretion and based on the needs of the position and production.

The LA studio is physically open for in-person work on Tuesdays and Thursdays of each week. Workers who have not made prior arrangements with management are expected to work in-person at the studio on both of these days each week. Tender Claws will provide employees sixty (60) days' notice if work location is to be modified.

Tender Claws is currently a California based company and only intends to maintain tax nexus in California. If an employee moves out of California without management's approval, it will be treated as a resignation. Exceptions will be made for employees currently employed remotely in Maryland, Texas, and Oregon, as long as they remain in those states.

## **39.02. Privacy**

The Employer agrees not to breach Workers' privacy by installing any type of monitoring software on Workers' or Employer's computers or equipment, or by viewing browser histories or other usage data. If cameras or microphones are installed on computers or equipment, they will not be used to monitor Workers.

## **40: Equipment Policy**

### **40.01. Provision of Work Equipment**

The Employer shall offer to furnish to all remote, in-office, or hybrid Workers the equipment management deems necessary to perform their job functions at their location(s) of work. This includes computers, computer accessories, video game consoles, virtual reality headsets, batteries, software, and any other equipment that a Worker requires to do their job at management's discretion.

### **40.02. Maintenance of Employer Equipment**

The Employer acknowledges that all computer hardware has a finite lifespan, and shall not hold any Worker liable for reasonable wear and tear or damages upon Employer equipment. In cases where Employer equipment is stolen then the Worker will not be liable unless the Worker engaged in gross negligence. Workers should not leave equipment in parked vehicles unless they are in a locked trunk. Workers shall exercise extraordinary care when in the possession of unreleased or prototyped hardware, and safeguard against theft and/or data breach.

## **41: Flexible Work Schedules**

### **41.01. Flexible Work Schedules**

Workers will have established hours individually agreed upon with Management. Any deviation from the agreed upon schedule will be by request and allow for management approval 24 hours prior to the scheduled change. Other changes will be addressed via vacation and sick leave policy. Management shall take efforts to offer a flexible work calendar and an environment in which Workers can customize their schedules to meet the particular demands of their work.

### **41.02. Default Schedule**

The regular work week for full-time Workers consists of forty (40) hours, to be worked between Monday and Friday.

Due to the needs of the business, certain events, shows, performances, deadlines, external partner events, conferences, and meetings might have to be held outside of the normal default schedule. When this is the case, management will let employees know with a minimum of five days' notice. In the event of extenuating circumstances where such notice cannot be provided and the employee is required to perform the work then the employee and union will be notified simultaneously.

All provisions for hour limitations and differential pay described in 41.11 shall apply to these cases.

#### **41.03. Customized Schedules**

All Workers are entitled to full-time hours. However, at the mutual agreement of a Worker and management, Workers may choose a schedule that is less than full-time hours. The pay for a Worker in this arrangement shall be proportional to the rate they would receive for full-time work.

#### **41.04. Flexible Hours**

As long as a Worker is performing up to their job expectations as determined by Employer, the Employer shall try to accommodate a fixed schedule of the employees choosing.

#### **41.05. Meeting Times**

Staff meetings shall be held during the Studio's normal work hours. Workers are required to schedule their hours to accommodate weekly standing meetings unless given permission by management to do otherwise.

#### **41.06. Off-hours Work Communication**

The Employer will respect every Worker's right to spend their off time free from working. The Employer believes that its employees are professionals and can determine if a message requires an off-hours response or not. Management is encouraged to use digital message scheduling features to avoid sending messages during off-hours

No worker shall be required to respond to direct communications from management during weekends, holidays, sick days, vacation, or any other time off of work. In cases where workers have configured their notification settings to block notifications within days off or off hours on a workday, management shall not take any action that allows them to circumvent this notification block.

#### **41.07. Crunch**

The Employer agrees that compulsory extended periods of overtime, known in the games industry as crunch, would contribute negatively to the health and well-being of its Workers, as well as the quality of its products. Therefore, the Employer shall use the provisions in this agreement, as well as other means available to them, to prevent and reduce crunch.

#### **41.08. Deadline & Milestone Transparency**

A deadline is a date by which a Worker or a group of Workers are required to complete a certain amount of work. A milestone is a date by which the Employer seeks to bring one of its projects to a defined state of completion, sometimes for submission to a third party stakeholder.

The Employer shall announce all deadlines and milestones and shall announce any updates to an existing deadline or milestone. These announcements will be made over slack and in weekly Monday Meetings. Workers recognize that such deadlines and

milestones are typically not fully in Management's control.

Each deadline / milestone announcement will provide the following, if known:

- **Date:** The date and time of the deadline or milestone. For externally defined milestones, this is the date that the Employer expects to submit content to relevant stakeholders.
- **Target:** The scope of work to be performed, and/or the desired state of a project, which the Employer desires to have complete by the date of the deadline.
- **Date flexibility:** whether the Employer has the ability to modify the date of the deadline, and if so the degree to which they can do so. Or, whether and why the deadline is immutable (for instance, due to third party delivery of content).
- **Decision-makers:** Which parties (internal or third party) were involved in choosing the date of the deadline, and which parties are responsible for approving the milestone if applicable.
- **Consequences:** The consequences that will occur if the Company does or does not meet the deadline, including funding, effect on third-party relationships, and effect on the product or product schedule.

#### **41.09. Milestone Progress Meetings**

A Milestone Progress meeting is a companywide meeting with three goals: evaluating current progress towards a milestone or deadline; identifying the causes of current or expected crunch; and ideating solutions to help meet the milestone on time and prevent crunch.

##### **41.09. A. Calling Meetings**

Once per milestone or every six (6) months, the Employer or a group comprising more than 50% of the bargaining unit may request a Milestone Progress meeting. One group calling a meeting does not preclude the other from calling a Milestone Progress meeting during the same period. The Employer will then schedule the meeting to take place no later than two weeks after the date the proposition was delivered.

##### **41.09. B. Meeting Attendance**

All bargaining unit members have the right to attend any Milestone Progress meetings called as above.

##### **41.09. C. Conduct**

All parties in a Milestone Progress meeting will act in a spirit of collaboration, constructive criticism, and shared problem solving. The goal of each meeting shall be to reach decisions that improve the welfare of all parties involved.

Possible solutions may involve reallocations of work, content cuts, and/or moving deadlines where possible.

#### **41.09. D. Stack Taking**

In order to give all parties an orderly chance to speak, Tender Claws producer will act as a "stack-taker". When meeting attendants wish to make a comment or reply, they will signal to the stack-taker that they would like to be added to the queue. At the end of a participant's comment, the stack taker will call on the next party in queue to make their comment. At their discretion, the stack-taker may push parties earlier in the queue if they have not yet spoken in the meeting.

#### **41.09. E. Note-Taking**

A Tender Claws producer will act as note-taker and will document proposed solutions.

#### **41.09. F. Listening Period**

The first segment of a Milestone Progress meeting shall be a listening period, if requested, during which participants may share thoughts, feelings, and concerns without fear of rebuttal. Participants shall hold all replies until the end of the listening period. The speaking order of participants shall be moderated by the stack-taker. The listening period will last up to 30 minutes, but may be ended early if mutually agreed by the Employer and Workers.

#### **41.09. G. Discussion Period**

After the listening period, open discussion begins.

#### **41.09. H. Conclusions**

At the end of the meeting, the group will collaborate to summarize the topics of concern and potential solutions.

#### **41.09. I. Follow-up**

A Tender Claws producer will post planned solutions in Slack and it will be repeated at our next weekly all-staff meeting. There will be an open question period where Employees can inquire about the planned solution or any of the proposed solutions which were not pursued.

### **41.10. Staffing**

Within economic ability, the Employer will take every effort to ensure adequate staffing including independent contractors and short-term hires such that Workers do not have to crunch or take on unreasonable burdens of work due to understaffing.

#### **41.11. Hours Limits**

No Worker shall be made to work during the following periods. When a Worker surpasses one of these limits, they shall not have their pay reduced as a result of their inability to work. This applies to the below:

- More than ten (10) hours in a day
- More than fifty-five (55) hours in a week
- No Worker will be asked to work more than two consecutive weeks over 50 hours or more than 4 weeks over 50 hours total in any year.

If a worker is asked to work an additional day in a week, that worker shall receive a differential payment equal to the amount of what that worker earns on a daily basis.

No Worker shall work more than forty (40) hours in a week or eight (8) hours in a day without prior permission from the Employer. If a worker exceeds forty (40) hours in a week or eight (8) hours in a day, then they will track and report the additional hours to management on the day it occurs.

### **42: Protection of Independent Worker Endeavors**

#### **42.01. Right to Independent Endeavors**

The Employer affirms the right of all Workers to pursue their own creative, commercial, and social endeavors while not on Employer time. Worker shall notify the Employer of any independent commercial endeavor in a similar field. Upon notification, the Employer and the Worker will meet and determine whether the work conflicts with Tender Claws and the parties will determine a resolution.

#### **42.02. Conflict of Interest**

Workers shall not engage in any work, paid or unpaid, that violates an agreement Tender Claws has signed with a third party

#### **42.03. Use of Employer Property**

Workers will avoid using tools and hardware owned by the Employer in their independent endeavors, except by explicit permission. In cases where workers use tools and/or hardware owned by the employer for their own endeavors with written permission, intellectual property owned by the Worker coming into contact with computer hardware owned by the employer shall not result in the employer owning that data, including cases where Worker files are stored on Employer hard drives.

#### **42.04. Use of Employer Software Licenses**

In cases where Workers have software installed that requires a license paid by the Employer, either on Employer hardware or on hardware owned by the Worker that is used for Employer endeavors, Workers will be free to use such software for independent endeavors, so long as they have written permission from Employer,

their use of said license does not violate the specific license rules, and such use does not deplete finite Employer resources.

#### **42.05. Independent Social Media**

Workers are free to discuss and promote their independent endeavors on personal social media platforms. The Employer understands that while Workers may list their place of work on their social media profiles, this does not inherently imply that their independent endeavors belong to the Employer.

### **43: Committees**

#### **43.01. Diversity Recruiting Representative**

When hiring for a long-term Bargaining Unit Position, there shall be one Diversity Recruiting Representative appointed by the Union and the Employer to assist in the hiring process for each individual position.

#### **43.02. Diversity Recruiting Representative Responsibilities**

The Diversity Recruiting Representative shall support the Employer's commitment to diversity, equity, and inclusion by contributing work towards recruiting, drafting and disseminating hiring calls for long-term employee positions. This includes, but is not limited to: recommending interview candidates, suggesting copy, and researching equitable strategies for hiring. The Diversity Recruiting Representative will also be present during at least one interview for each potential candidate, as well as during the post-interview debriefing. After the conclusion of any interview debriefing, management shall take under consideration any thoughts or recommendations made by the representative.

#### **43.03. Representative Selection and Duration of Service**

The Diversity Recruiting Representative for a single eligible opening will be initially selected from Bargaining Unit members performing a similar role to the new hire. To support diversity of voices in hiring each representative will serve on one open call until everyone eligible has served or passed on their option to serve.

##### **43.03. A. Committee Members' Presence**

A good-faith effort shall be made to ensure that the Diversity Recruiting Representative is able to be present for interviews. In the event that they cannot be present on the scheduled date of the interview, another date shall be chosen by mutual agreement between management and the Diversity Recruiting Representative within 2 weeks of the original date.

### **44: Just Cause and Progressive Discipline**

#### **44.01. Discipline and Discharge**

No Worker shall be disciplined or discharged except for just cause. Discipline shall be

defined to include written notification, Performance Improvement Plans, and/or discharge within this framework of just cause. When the Employer is considering discipline of a Worker, it generally will not take into account discipline that was issued more than one (1) year prior to the date of the current discipline.

#### **44.02. Union Notification**

A copy of all written discipline given to Workers shall be sent to the Union Representative, within 72 hours of the Employer providing such documents to the Worker who is disciplined. Within 72 hours of the discharge, the Employer shall send notification of a Worker's discharge and will provide the Union Representative with the reason(s) for discharge. If the Employer fails to comply with these requirements, such failure may prompt the initiation of the grievance procedure as outlined in Article 7 (The Grievance Procedure).

#### **44.03. Right to Union Representation in Disciplinary Meetings**

The Employer agrees that when a Worker covered by this Contract attends a meeting for purposes of discussing an incident that they believe may lead to disciplinary action including, but not limited to, suspension, demotion, or termination of that Worker because of that particular incident, the Worker shall be advised of their right to be accompanied by a representative of the Union. If the Worker wishes to have a Union Steward present, the meeting cannot begin until the Worker and Steward have had a minimum of ten (10) minutes and a maximum of one (1) hour on Employer paid time – unless more time is mutually agreed upon – to meet privately immediately prior to the meeting. The meeting will be deferred until a Steward is present, even if that means holding the meeting until another day.

#### **44.04. First Offense**

Employees shall be subject to discharge without prior warning for: theft, intentional damage, or destruction of Employer property or equipment; violent conduct or threat of violent conduct; severe incidents of unlawful discrimination or harassment; intentional misrepresentation; falsification of Company records; gross negligence; harassment of the public, customers or fellow employees based on sex, sexual orientation, race, national origin, age, health, pregnancy, religion or any other category protected by applicable law; possession of unlawful dangerous weapons; egregiously unsafe conduct that could lead to personal injury.

With respect to these violations listed above, the Company may terminate the employee for the violation or use progressive discipline, as it deems appropriate. Discipline for conduct or performance issues unrelated to the categories set forth above, and other matters covered by published rules and regulations shall be handled through progressive discipline appropriate under the circumstances. Such discipline is still subject to the grievance procedure.

#### **44.05. Final Paycheck**

A terminated Worker will receive payment for all earned wages in the final paycheck which shall be paid within the time limits established by California law.



#### **44.06. Progressive Discipline**

In the interest of maintaining a workplace that is collaborative and fosters growth, the Employer agrees to a progressive disciplinary process that focuses on improvement rather than punishment. If it is determined that a Worker's performance needs correction, the steps will be as follows:

##### **44.06. A. Written notification**

A manager will provide written notification to the Worker of the correction needed. This notification will occur as closely as possible to the incident in question or to management being made aware of the performance issue. Workers have the right to have a Union Steward present at the meeting and must be informed of this right by the manager before the meeting begins. If the Worker wishes to have a Union Steward present, the meeting cannot begin until the Worker and Steward have had a minimum of ten (10) minutes and a maximum of one (1) hour on the clock--unless more time is mutually agreed upon--to meet privately immediately prior to the meeting. The meeting will be deferred until a Steward is present, even if that means holding the meeting on another day. Once the meeting begins, the manager and Worker (with Union Steward present) will discuss a plan to resolve the issue. Once a plan is agreed upon, it will be put in writing and three (3) copies will be made and provided to the manager (for the Worker's personnel file), the Worker, and the Union. These copies will be provided by the manager within 72 hours of the meeting.

##### **44.06. B. Performance Improvement Plan**

If the issue is not resolved within a period of no fewer than four (4) weeks of the previously mentioned meeting, the manager and Worker will sit down again. The Worker will again be informed of their right to have a Union Steward present and again be given a minimum of ten (10) minutes and a maximum of one (1) hour on the clock-- unless more time is mutually agreed upon-- to meet with the Steward prior to the meeting. Again, the meeting will be deferred until a Union Steward is present, even if that means holding the meeting on another day. In this meeting, the manager and Worker will again discuss solutions for improvement. If it is determined that the Employer did not fulfill their end of the plan established in the last meeting, the Worker will again be given no fewer than four (4) weeks to make the agreed improvements under the agreed upon circumstances and will not progress to the next disciplinary step. If it is determined that the Employer did fulfill their end of the plan, the Worker will be given a Performance Improvement Plan (PIP). The purpose of the PIP is to outline the necessary steps to make the agreed upon improvement and to make clear to the Worker that the next step could be disciplinary. Three (3) copies will be made and provided to the manager (for the Worker's personnel file), the Worker, and the Union. These copies will be provided by the manager within 72 hours of the meeting.

The basis of the PIP will be grounded in the performance level of other Bargaining Unit Workers with the same title. The Employer shall not ask the Worker to make unreasonable improvements, or improvements that are not required of other Bargaining Unit Workers in their title.

#### **44.06. C. Escalation Process**

Every step of this process must be followed consecutively for each disciplinary action, with the exception of disciplinary action for offenses that qualify for first-offense termination. The process may not be escalated and steps may not be skipped on the basis of previous discipline or for separate incidents.

#### **44.06. D. Termination**

If, after the progression of the steps outlined here and after no fewer than four (4) weeks after the establishment of the PIP, the Worker has not made the agreed-upon improvements, termination is permissible but not mandatory. Such terminations are subject to the grievance procedure.

#### **44.06. E. Union Notification of Termination**

Within 72 hours of any termination, the Employer will send notification of a Worker's discharge and will provide the Union Representative with the reason(s) for discharge unless the Worker objects.

#### **44.07. Employer Agreement to Progressive Discipline Process**

The Employer shall not take disciplinary steps that circumvent, whether intentionally or de facto, the Progressive Discipline process outlined here unless the Employer is justified in skipping progressive discipline as noted above.

#### **44.08. Limits on Employer Investigation Tactics**

The Employer agrees to conduct their investigations using reasonable tactics. They are prohibited from using a polygraph, Worker GPS tracking data or other location data, from interrogating Workers without a Union Steward present (unless a Worker waives their right to representation), from obtaining records of private messages sent between Workers, from viewing Internet browsing data or other private digital data from employee's personal accounts or personally owned devices, and from lying to Workers in order to coerce a confession.

### **45: Strike Prohibition and Picket Line Observance**

#### **45.01. Picket Line**

Throughout the effective term of this Agreement, the Union agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize, encourage or threaten any stoppage or suspension of work, sympathy strike, slowdown, sit-down, picketing, strike, bannering involving Employer or any owner at any worksite of the Employer, concerted refusal to work, or unauthorized observance of a boycott on tools, platforms, and/or services used by the Employer in the course of their business.

No Worker shall be subject to discipline for refusing to cross a lawful picket line that has been authorized by the Union so long as Worker does not encourage or threaten any

stoppage or suspension of work for the Employer.

No Worker shall be subject to discipline for refusing to perform any service that directly replaces the withheld labor of another Worker or Workers who are performing a labor-related work stoppage, whether such Workers are Workers of the Employer or of other companies so long as Worker does not encourage or threaten any stoppage or suspension of work for the Employer.

## **46: Crediting**

### **46.01. Right to Be Credited**

Any Worker who contributes any amount of work to a project during the development of the project, will be listed in the credits of that project upon release. This includes Workers who leave or are removed from the project or Employer at any time during development for any reason. This applies to all future ports, expansions, and releases of the original project.

### **46.02. Credit Content**

The credit for a Worker shall include at minimum their name and their title at the Employer. The word "Additional" (e.g. "Additional Art") may be prefixed to the credit of a Worker whose contribution in the listed role lasted for less than ten (10) work days. Workers will be given a chance to review their final credit before the project is released.

### **46.03. Logo**

For any future credits sequences on projects which Bargaining Unit members have worked, the logo and name of Tender Claws Human Union - Communications Workers of America will be displayed.

### **46.04. In-Software Credits**

All future console, mobile, PC and VR games published by the Employer must contain a viewable list of credits. Credits must be accessible by users without having to complete the entire experience.

### **46.05. Online Credits**

The Employer shall maintain a list of credits for each future published work on the Employer's website, so long as the project is publicly available and the Employer is maintaining an active website.

Before the Employer takes down the website or website section that hosts the credits for a given applicable work, they shall first ensure that those credits are uploaded to a popularly used third-party credits aggregator website, such as [www.mobygames.com](http://www.mobygames.com).

## 46.06. Name Changes in Credits

For current or former Workers whose lived or legal name changes after the original release of software they contributed to, the Employer shall take efforts to update the software with the new name. For software that has future updates planned, this change shall be effected in the next update.

## 47: Conversion of Hourly Workers

### 47.01. Conversion

All employees will be converted to salary. Those working less than full time will come to terms with management on a mutually agreeable custom schedule.

## 48: PTO Payout

### 48.01. PTO Payout for Hourly Conversion

For any worker who is converted from hourly to salaried as a result of this agreement, they will receive a full payout of any accrued PTO time within 30 days of signing this agreement.

## 49: Copyright, Patents, Trademarks

**49.01** The Worker hereby transfers and assigns to the Employer all right, title and interest Worker may have in copyrights, patents, trademarks, service marks, original works of authorship, trade secrets, software, designs, and inventions created by the Worker in the course of employment and at the direction of the Employer (collectively, "**Intellectual Property**"), regardless of whether such Intellectual Property was made on or off Employer property, or with or without Employer equipment. The Worker hereby waives all moral rights or *droit moral* with respect to the Intellectual Property. The Worker shall reasonably assist the Employer in protecting and perfecting Employer's rights in Intellectual Property.

**49.02** Notwithstanding Section 49.01 above, this Agreement is subject to the provisions of Section 2870 of the California Labor Code, which states: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer."

**49.03** Unless The Worker obtains Employer's prior written approval, the Worker will not incorporate any third-party software, work, or materials (including any software or work subject to an open source license or any "copyleft" restrictions): (i) to which a license is required in order to perform the Services or use the Worker's work product without restriction; (ii) the terms of which impose any restrictions on the use of any The Worker

work product, or (iii) the terms of which in any way limit Employer's intellectual property rights in any works, trademarks or inventions.

#### **50: False Statements**

The Worker shall not, during employment by the Employer and thereafter, without limitation of time, make any false statements concerning the Employer or its officers, members, directors, shareholders or Workers, products or services that could injure, impair or damage relationships between the Employer and its Workers, officers, members, directors, shareholders, customers or suppliers or any lessor, lessee, vendor, supplier, customer, distributor, consultant or other business associate of the Employer. Notwithstanding the foregoing, this Article 50 shall not prohibit any disclosure or statement the Worker makes as part of any legal proceeding or governmental investigation that is factually true. This article is also not intended to prevent Employee from exercising any other rights protected by law or any rights protected by the National Labor Relations Act, including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes.