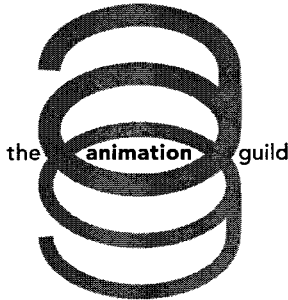


NICKELODEON

2011-2015



**AGREEMENT OF
OCTOBER 9, 2011
BETWEEN
NICKELODEON ANIMATION
STUDIOS, INC., AND
THE ANIMATION GUILD,
LOCAL 839 I.A.T.S.E.**



Animation Guild, Local 839 IATSE
1105 N. Hollywood Way
Burbank, CA 91505
(818) 845-7500

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between The Animation Guild and Affiliated Optical Electronic and Graphic Artist, Local 839 IATSE ("TAG") and Nickelodeon Animation Studios, Inc. ("NASI").

TAG and NASI hereby agree that this MOA shall constitute a successor collective bargaining agreement to the collective bargaining agreement between TAG and NASI for the period from October 9, 2008 through October 8, 2011 (the "2008 NASI CBA"), a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A."

The terms of this MOA shall be the same terms and conditions as the 2008 NASI CBA with the following modifications:

- 1. The term of this MOA shall be four (4) years, commencing on October 9, 2011 and ending on October 8, 2015.
- 2. The wage and unit rate minimums as set forth in the 2008 NASI CBA which became effective on October 10, 2010 shall remain in effect through and including July 31, 2012. Thereafter, during the term of this MOA, the wage and unit rate minimums shall be as set forth in and shall become effective on the same applicable wage rate effective dates as established by the successor agreement to the August 1, 2009 - July 31, 2012 TAG industry master contract ("2009 Master CBA").
- 3. Notwithstanding anything to the contrary set forth hereunder, the wage and unit rate minimums set forth in DreamWorks Animation LLC Sideletter E to the 2009 Master CBA shall apply with respect to NASI's engagement of Trainees and such wages shall not be subject to increase through and including July 31, 2012. Thereafter, the wage and unit rate minimums for Trainees shall be as set forth in and shall become effective on the same applicable wage rate effective dates as established by the successor agreement between TAG and DWA. NASI hereby acknowledges that Trainees may only be employed at Trainee rates for a maximum aggregate period of 18 months; thereafter, continued employment shall be at the minimums for the applicable contract job classification. In the event TAG agrees to lower Trainee wage minimums or other more favorable terms with any company during the term of this MOA, TAG shall notify NASI thereof and NASI shall be accorded such lower minimums and more favorable terms.
- 4. For purposes of this MOA, the term "Contract," as defined in Paragraph 1 of the 2008 NASI CBA, shall mean that certain contract negotiated by TAG with the major animation producers dated as of August 1, 2009.

By signing in the spaces provided below, TAG and NASI hereby acknowledge their acceptance and understanding of and agreement to all of the foregoing terms and conditions hereof.

ACCEPTED AND AGREED:

THE ANIMATION GUILD AND AFFILIATED OPTICAL ELECTRONIC AND GRAPHIC ARTS, LOCAL 839 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

BY: [Signature]
ITS: Business Representative
The Animation Guild - Local 839, IATSE

ACCEPTED AND AGREED TO:

NICKELODEON ANIMATION STUDIOS, INC.

BY: [Signature]
ITS: Sup GM

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between The Animation Guild and Affiliated Optical Electronic and Graphic Arts, Local 839 IATSE ("TAG") and Nickelodeon Animation Studios, Inc. ("NASI").

TAG and NASI hereby agree that this MOA shall constitute a successor collective bargaining agreement to the collective bargaining agreement between TAG and NASI for the period from October 9, 2005, to October 8, 2008 (the "CBA").

The terms of this MOA shall be effective as of October 9, 2008.

1. Except as otherwise provided herein, the wages, hours, and other terms and conditions of employment for the Employees shall be those set forth in the contract negotiated by TAG with the major animation producers, dated as of August 1, 2006 (the "Contract").
2. Article 4, paragraph 1 of the Contract shall be revised to provide:
 - I. Technological Change:
 1. Definition of Technological Change: [Retain as per Contract]
 2. Producer's Right to Institute Technological Changes: The parties hereto agree that Producer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Producer's right to make technological changes shall be subject to the provisions of subparagraphs 3, 4 and 6 of this Article 4, paragraph 1.
 3. Notice of Technological Change: [Retain as per Contract]
 4. Retraining: If any technological change permanently displaces any person in the performance of his or her job classification for Producer, Producer shall make its best effort to assist Union in the retraining of such person.
 5. Displacement Pay: [Delete in full]
 6. Negotiation of New Rates: [Retain as per Contract]
 7. Experimental Technological Changes: [Retain as per Contract]
 8. Disputes Concerning Retraining and Negotiation of New Rates: If a dispute arises between Union and Producer with respect to any

determination required by subparagraphs 4, 6 or 7 of this Article 4, paragraph 1, such dispute shall be subject to the grievance procedure set forth in Article 15 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Producer's right to make technological changes.

9. "Qualified Years": [Delete in full]

3. Article 14, Dismissal Pay, of the Contract shall be revised to provide:
- A. Whenever an employee has been laid off by the Producer for more than ninety (90) days and has not been offered employment by the Producer during that time and is eligible for Dismissal Pay, upon written application of the employee to the Producer he or she shall be paid dismissal pay according to the provisions of this Article.
 - B. Employees with six (6) months but less than one (1) year of continuous employment shall receive one (1) week's pay.
 - C. Employees with one (1) or more years of continuous employment shall receive two (2) weeks' pay.
 - D. Employees who are discharged for cause or who voluntarily resign (including failure to accept any job assignment commensurate with the employee's experience at an hourly rate not less than such employee's then-current hourly rate; however, in no instance shall the rate exceed one hundred ten percent (110%) of the average hourly rate for bargaining unit work performed by such employee for Producer over the preceding one (1) year period) or who are laid off as a result of physical incapacity, epidemic, fire, action of the elements, strikes, walk-outs, labor disputes, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion, or for any other cause or causes beyond the control of the Producer, whether of the same or any other nature, shall not be entitled to the above Dismissal Pay.
 - E. For purposes of this Article only, continuous employment shall begin from the employee's starting date. Continuous employment shall be broken by:
 - 1. Voluntary resignation (including failure to accept any job assignment commensurate with the employee's experience at an hourly rate not less than such employee's then-current hourly rate; however, in no instance shall the rate exceed one hundred ten percent (110%) of the average hourly rate for bargaining unit work performed by such employee for Producer over the preceding one (1) year period);
 - 2. Discharge for cause;

3. Layoff for more than ninety (90) days;
4. Absence due to illness or injury in excess of twelve (12) months; or
5. Unauthorized leave of absence.

An employee re-employed after his continuous employment has been broken as stated above in paragraph E, 3 shall be considered a new employee with respect to Dismissal Pay, but this shall not affect his seniority.

4. Article 7 of the Contract shall be revised to provide:
 - Employees shall continue to receive paid sick days (currently ten days per calendar year) under the same terms and conditions and to the same extent as paid sick days are payable to personnel who are not represented for collective bargaining purposes.
5. Any changes to Article 18 of the Contract ("Employee Benefits") shall be applied prospectively during the term of the MOA as agreed to in the collective bargaining agreement between TAG and the major animation industry producers that is the successor agreement to Contract.
6. The minimum rates of pay for Employees employed by NASI in the categories of Animation Director and Timing Director shall be the same as those set forth in Sideletter F to the Contract.
7. Increases in wage and unit rate minimums for the MOA shall be as follows:
 - A. For the period from October 9, 2008, to and including October 10, 2009, an increase of three percent (3%);
 - B. For the period from October 11, 2009, to and including October 9, 2010, an increase of three percent (3%); and
 - C. For the period from October 10, 2010, to and including October 8, 2011, an increase of three percent (3%).
8. The term of this MOA shall be three (3) years, commencing on October 9, 2008, and ending October 8, 2011.
9. Clarify that geographic scope of this MOA (and the predecessor CBA) is all persons employed by NASI to perform services in the County of Los Angeles County, or employed by NASI in the County of Los Angeles to perform work outside of said county, in any of the job classifications covered by the CBA, except where an Employee is required to work under the jurisdiction of another IATSE Local.

To signify their agreement to the terms hereof the parties have executed this Agreement on the date set forth below the signature of each.

**THE ANIMATION GUILD AND AFFILIATED
OPTICAL ELECTRONIC AND GRAPHIC ARTS,
LOCAL 839 OF THE INTERNATIONAL
ALLIANCE OF THEATRICAL STAGE EMPLOYES
AND MOVING PICTURE TECHNICIANS, ARTISTS
AND ALLIED CRAFTS OF THE UNITED STATES,
ITS TERRITORIES AND CANADA**

BY: _____

DATE: _____

NICKELODEON ANIMATION STUDIOS INC.

BY: _____

DATE: _____

NICKELODEON ANIMATION STUDIOS, INC. / THE ANIMATION GUILD, LOCAL 839 IATSE

Wage Scales, October 9, 2011-October 8, 2015

Weekly employment*

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
ANIMATION								
21-027 Production Board								
1st 6 months	\$44.119	\$1,764.76	\$45.014	\$1,800.56	\$45.914	\$1,836.56	\$46.832	\$1,873.28
2nd 6 months	\$45.125	\$1,805.00	\$46.042	\$1,841.68	\$46.963	\$1,878.52	\$47.902	\$1,916.08
Journey	\$46.808	\$1,872.32	\$47.757	\$1,910.28	\$48.712	\$1,948.48	\$49.686	\$1,987.44
21-012 Animator**								
21-032 Background**								
21-042 Layout**								
21-052 Model Designer**								
21-022 Animation Story Person/Animation Writer**								
Production Board***								
21-801 Staff Comic Strip Story Person and/or Artist								
1st 6 months	\$38.364	\$1,534.56	\$39.143	\$1,565.72	\$39.926	\$1,597.04	\$40.725	\$1,629.00
2nd 6 months	\$39.239	\$1,569.56	\$40.036	\$1,601.44	\$40.837	\$1,633.48	\$41.654	\$1,666.16
Journey	\$40.703	\$1,628.12	\$41.528	\$1,661.12	\$42.359	\$1,694.36	\$43.206	\$1,728.24
<i>(Subject to right of Producer to request extension which Union shall not unreasonably deny)</i>								
21-112 Key Assistant Animator	\$39.007	\$1,560.28	\$39.798	\$1,591.92	\$40.594	\$1,623.76	\$41.406	\$1,656.24

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
21-102 Assistant Animator								
21-122 Assistant Background Assistant Layout								
21-132 Assistant Model Designer								
21-802 Assistant Staff Comic Strip Story Person and/or Artist								
1st 6 months	\$32.497	\$1,299.88	\$33.156	\$1,326.24	\$33.819	\$1,352.76	\$34.495	\$1,379.80
2nd 6 months	\$33.303	\$1,332.12	\$33.978	\$1,359.12	\$34.658	\$1,386.32	\$35.351	\$1,414.04
Journey	\$34.833	\$1,393.32	\$35.540	\$1,421.60	\$36.251	\$1,450.04	\$36.976	\$1,479.04
<i>(Subject to right of Producer to request extension which Union shall not unreasonably deny)</i>								
21-142 Breakdown								
1st year	\$29.775	\$1,191.00	\$30.380	\$1,215.20	\$30.988	\$1,239.52	\$31.608	\$1,264.32
Journey	\$30.599	\$1,223.96	\$31.220	\$1,248.80	\$31.844	\$1,273.76	\$32.481	\$1,299.24

* Minimum scale for daily employees shall be 117.719% (which rate is inclusive of vacation and holiday pay) of the minimum basic hourly rate provided herein for such employee's classification.

** An Animator, Background or Layout person designated by the Producer to be responsible for and supervise the work of others in his classification shall be paid the key rate of 15% above the minimum Journey rate for his classification during such an assignment.

NICKELODEON ANIMATION STUDIOS, INC. / THE ANIMATION GUILD, LOCAL 839 IATSE

Wage Scales, October 9, 2011–October 8, 2015

Weekly employment*

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
21-152								
Inbetweener								
1st 6 months	\$27.611	\$1,104.44	\$28.172	\$1,126.88	\$28.735	\$1,149.40	\$29.310	\$1,172.40
2nd 6 months	\$28.408	\$1,136.32	\$28.985	\$1,159.40	\$29.565	\$1,182.60	\$30.156	\$1,206.24
Journey	\$29.448	\$1,177.92	\$30.045	\$1,201.80	\$30.646	\$1,225.84	\$31.259	\$1,250.36
21-202								
Apprentice Layout, Model Designer, Background and Production Board								
6 months	\$29.743	\$1,189.72	\$30.347	\$1,213.88	\$30.954	\$1,238.16	\$31.573	\$1,262.92
<i>(Subject to right of Producer to request extension which Union shall not unreasonably deny)</i>								
21-232								
Blue Sketch								
1st year	\$29.175	\$1,167.00	\$29.767	\$1,190.68	\$30.362	\$1,214.48	\$30.969	\$1,238.76
Journey	\$30.012	\$1,200.48	\$30.621	\$1,224.84	\$31.233	\$1,249.32	\$31.858	\$1,274.32
21-312								
Story Sketch								
1st year	\$36.023	\$1,440.92	\$36.755	\$1,470.20	\$37.490	\$1,499.60	\$38.240	\$1,529.60
Journey	\$36.576	\$1,463.04	\$37.319	\$1,492.76	\$38.065	\$1,522.60	\$38.826	\$1,553.04
21-322								
Apprentice Animation Story Person and/or Apprentice Story Sketch								
1st 6 months	\$29.821	\$1,192.84	\$30.426	\$1,217.04	\$31.035	\$1,241.40	\$31.656	\$1,266.24
2nd 6 months	\$34.323	\$1,372.92	\$31.773	\$1,270.92	\$32.408	\$1,296.32	\$33.056	\$1,322.24
<i>(Subject to right of Producer to request extension which Union shall not unreasonably deny)</i>								

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
21-332	Assistant Director							
	\$30.991	\$1,239.64	\$31.620	\$1,264.80	\$32.252	\$1,290.08	\$32.897	\$1,315.88
	\$33.803	\$1,352.12	\$34.488	\$1,379.52	\$35.178	\$1,407.12	\$35.882	\$1,435.28
	\$36.620	\$1,464.80	\$37.362	\$1,494.48	\$38.109	\$1,524.36	\$38.871	\$1,554.84
	\$38.254	\$1,530.16	\$39.030	\$1,561.20	\$39.811	\$1,592.44	\$40.607	\$1,624.28
21-335	Sheet Timer							
	\$30.991	\$1,239.64	\$31.620	\$1,264.80	\$32.252	\$1,290.08	\$32.897	\$1,315.88
	\$33.803	\$1,352.12	\$34.488	\$1,379.52	\$35.178	\$1,407.12	\$35.882	\$1,435.28
	\$36.620	\$1,464.80	\$37.362	\$1,494.48	\$38.109	\$1,524.36	\$38.871	\$1,554.84
	\$38.254	\$1,530.16	\$39.030	\$1,561.20	\$39.811	\$1,592.44	\$40.607	\$1,624.28
21-242	Scene Planner							
	\$34.743	\$1,389.72	\$35.448	\$1,417.92	\$36.157	\$1,446.28	\$36.880	\$1,475.20
	\$36.188	\$1,447.52	\$36.923	\$1,476.92	\$37.661	\$1,506.44	\$38.414	\$1,536.56

* Minimum scale for daily employees shall be 117.719% (which rate is inclusive of vacation and holiday pay) of the minimum basic hourly rate provided herein for such employee's classification.

NICKELODEON ANIMATION STUDIOS, INC. / THE ANIMATION GUILD, LOCAL 839 IATSE

Wage Scales, October 9, 2011-October 8, 2015

Weekly employment*

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
21-252								
Animation Checker								
1st 3 months	\$29.175	\$1,167.00	\$29.767	\$1,190.68	\$30.362	\$1,214.48	\$30.969	\$1,238.76
Next 9 months	\$30.012	\$1,200.48	\$30.621	\$1,224.84	\$31.233	\$1,249.32	\$31.858	\$1,274.32
Next 6 months	\$32.497	\$1,299.88	\$33.156	\$1,326.24	\$33.819	\$1,352.76	\$34.495	\$1,379.80
Next 6 months	\$33.368	\$1,334.72	\$34.045	\$1,361.80	\$34.726	\$1,389.04	\$35.421	\$1,416.84
Journey	\$34.833	\$1,393.32	\$35.540	\$1,421.60	\$36.251	\$1,450.04	\$36.976	\$1,479.04
INK AND PAINT (Inking, Special Effects, Painters)								
21-412								
Assistant Supervisor (Ink and Paint, Xerox, Color Model or Paint Lab)								
1st 6 months	\$29.888	\$1,195.52	\$30.494	\$1,219.76	\$31.104	\$1,244.16	\$31.726	\$1,269.04
2nd 6 months	\$30.623	\$1,224.92	\$31.245	\$1,249.80	\$31.870	\$1,274.80	\$32.507	\$1,300.28
Journey	\$31.651	\$1,266.04	\$32.294	\$1,291.76	\$32.940	\$1,317.60	\$33.599	\$1,343.96
21-422								
Inker								
1st month	\$25.998	\$1,039.92	\$26.526	\$1,061.04	\$27.057	\$1,082.28	\$27.598	\$1,103.92
Next 6 months	\$27.413	\$1,096.52	\$27.970	\$1,118.80	\$28.529	\$1,141.16	\$29.100	\$1,164.00
Next 6 months	\$28.162	\$1,126.48	\$28.734	\$1,149.36	\$29.309	\$1,172.36	\$29.895	\$1,195.80
Journey	\$29.150	\$1,166.00	\$29.743	\$1,189.72	\$30.338	\$1,213.52	\$30.945	\$1,237.80

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
21-442								
Ink Checker								
1st year	\$29,602	\$1,184.08	\$30,203	\$1,208.12	\$30,807	\$1,232.28	\$31,423	\$1,256.92
Journey	\$30,142	\$1,205.68	\$30,754	\$1,230.16	\$31,369	\$1,254.76	\$31,996	\$1,279.84
21-452								
Special Effects								
1st year	\$29,602	\$1,184.08	\$30,203	\$1,208.12	\$30,807	\$1,232.28	\$31,423	\$1,256.92
Journey	\$30,142	\$1,205.68	\$30,754	\$1,230.16	\$31,369	\$1,254.76	\$31,996	\$1,279.84
21-453								
Head Special Effects								
1st year	\$30,991	\$1,239.64	\$31,620	\$1,264.80	\$32,252	\$1,290.08	\$32,897	\$1,315.88
21-500								
Color Modelist								
1st 6 months	\$28,455	\$1,138.20	\$29,031	\$1,161.24	\$29,612	\$1,184.48	\$30,204	\$1,208.16
2nd 6 months	\$29,214	\$1,168.56	\$29,807	\$1,192.28	\$30,403	\$1,216.12	\$31,011	\$1,240.44
Journey	\$30,293	\$1,211.72	\$30,908	\$1,236.32	\$31,526	\$1,261.04	\$32,157	\$1,286.28
21-501								
Color Stylist								
1st 3 months	\$29,175	\$1,167.00	\$29,767	\$1,190.68	\$30,362	\$1,214.48	\$30,969	\$1,238.76
Next 9 months	\$30,012	\$1,200.48	\$30,621	\$1,224.84	\$31,233	\$1,249.32	\$31,858	\$1,274.32
Next 6 months	\$32,497	\$1,299.88	\$33,156	\$1,326.24	\$33,819	\$1,352.76	\$34,495	\$1,379.80
Next 6 months	\$33,368	\$1,334.72	\$34,045	\$1,361.80	\$34,726	\$1,389.04	\$35,421	\$1,416.84
Journey	\$34,833	\$1,393.32	\$35,540	\$1,421.60	\$36,251	\$1,450.04	\$36,976	\$1,479.04

* Minimum scale for daily employees shall be 117.719% (which rate is inclusive of vacation and holiday pay) of the minimum basic hourly rate provided herein for such employee's classification.

NICKELODEON ANIMATION STUDIOS, INC. / THE ANIMATION GUILD, LOCAL 839 IATSE

Wage Scales, October 9, 2011-October 8, 2015

Weekly employment*

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
21-522 Painter								
1st month	\$25.998	\$1,039.92	\$26.526	\$1,061.04	\$27.057	\$1,082.28	\$27.598	\$1,103.92
Next 6 months	\$27.023	\$1,080.92	\$27.572	\$1,102.88	\$28.123	\$1,124.92	\$28.685	\$1,147.40
Next 6 months	\$27.804	\$1,112.16	\$28.368	\$1,134.72	\$28.935	\$1,157.40	\$29.514	\$1,180.56
Journey	\$28.936	\$1,157.44	\$29.524	\$1,180.96	\$30.114	\$1,204.56	\$30.716	\$1,228.64
21-542 Xerox Processor								
1st 3 mos	\$25.998	\$1,039.92	\$26.526	\$1,061.04	\$27.057	\$1,082.28	\$27.598	\$1,103.92
2nd 12 mos	\$28.282	\$1,131.28	\$28.856	\$1,154.24	\$29.433	\$1,177.32	\$30.022	\$1,200.88
Journey	\$28.936	\$1,157.44	\$29.524	\$1,180.96	\$30.114	\$1,204.56	\$30.716	\$1,228.64
21-552 Key Xerox Processor	\$29.302	\$1,172.08	\$29.896	\$1,195.84	\$30.494	\$1,219.76	\$31.104	\$1,244.16
<u>CHECKERS</u>								
21-562 Xerox Checker								
1st year	\$29.602	\$1,184.08	\$30.203	\$1,208.12	\$30.807	\$1,232.28	\$31.423	\$1,256.92
Journey	\$30.142	\$1,205.68	\$30.754	\$1,230.16	\$31.369	\$1,254.76	\$31.996	\$1,279.84

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
21-572	Animation Stock Librarian							
	\$28.314	\$1,132.56	\$28.887	\$1,155.48	\$29.465	\$1,178.60	\$30.054	\$1,202.16
	\$29.028	\$1,161.12	\$29.617	\$1,184.68	\$30.209	\$1,208.36	\$30.813	\$1,232.52
	\$30.142	\$1,205.68	\$30.754	\$1,230.16	\$31.369	\$1,254.76	\$31.996	\$1,279.84
21-632	Production Final Checker/Mark-Up							
	\$28.314	\$1,132.56	\$28.887	\$1,155.48	\$29.465	\$1,178.60	\$30.054	\$1,202.16
	\$29.028	\$1,161.12	\$29.617	\$1,184.68	\$30.209	\$1,208.36	\$30.813	\$1,232.52
	\$30.142	\$1,205.68	\$30.754	\$1,230.16	\$31.369	\$1,254.76	\$31.996	\$1,279.84
21-633	Head Final Checker							
	\$30.991	\$1,239.64	\$31.620	\$1,264.80	\$32.252	\$1,290.08	\$32.897	\$1,315.88
21-652	Paint Checker							
	\$27.611	\$1,104.44	\$28.172	\$1,126.88	\$28.735	\$1,149.40	\$29.310	\$1,172.40
	\$28.408	\$1,136.32	\$28.985	\$1,159.40	\$29.565	\$1,182.60	\$30.156	\$1,206.24
	\$29.448	\$1,177.92	\$30.045	\$1,201.80	\$30.646	\$1,225.84	\$31.259	\$1,250.36
21-672	Picture Set-Up							
	\$29.175	\$1,167.00	\$29.767	\$1,190.68	\$30.362	\$1,214.48	\$30.969	\$1,238.76
	\$30.101	\$1,204.04	\$30.711	\$1,228.44	\$31.325	\$1,253.00	\$31.952	\$1,278.08

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NICKELODEON ANIMATION STUDIOS, INC. / THE ANIMATION GUILD, LOCAL 839 IATSE

Wage Scales, October 9, 2011-October 8, 2015

Weekly employment*

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>
21-682 Scan Checker	1st 6 months	\$1,075.80	\$27.441	\$1,097.64	\$27.990	\$1,119.60	\$28.550	\$1,142.00
	2nd 6 months	\$1,105.48	\$28.197	\$1,127.88	\$28.761	\$1,150.44	\$29.336	\$1,173.44
	Journey	\$1,145.52	\$29.220	\$1,168.80	\$29.804	\$1,192.16	\$30.400	\$1,216.00
21-692 Cel Service	1st 6 months	\$1,070.72	\$27.312	\$1,092.48	\$27.858	\$1,114.32	\$28.415	\$1,136.60
	2nd 6 months	\$1,098.64	\$28.023	\$1,120.92	\$28.583	\$1,143.32	\$29.155	\$1,166.20
	Journey	\$1,133.72	\$28.918	\$1,156.72	\$29.496	\$1,179.84	\$30.086	\$1,203.44
21-722 Mix and Match	1st year	\$1,117.52	\$28.505	\$1,140.20	\$29.075	\$1,163.00	\$29.657	\$1,186.28
	Journey	\$1,161.80	\$29.636	\$1,185.44	\$30.229	\$1,209.16	\$30.834	\$1,233.36
21-742 Paint Technician	1st year	\$1,206.88	\$30.785	\$1,231.40	\$31.401	\$1,256.04	\$32.029	\$1,281.16
	Journey	\$1,248.80	\$31.854	\$1,274.16	\$32.491	\$1,299.64	\$33.141	\$1,325.64
21-792 Letter Artist	1st 6 months	\$1,299.88	\$33.156	\$1,326.24	\$33.819	\$1,352.76	\$34.495	\$1,379.80
	2nd 6 months	\$1,334.72	\$34.045	\$1,361.80	\$34.726	\$1,389.04	\$35.421	\$1,416.84
	Journey	\$1,393.32	\$35.540	\$1,421.60	\$36.251	\$1,450.04	\$36.976	\$1,479.04

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
21-222 Trainee								
1st 6 months	\$23.814	\$952.56	\$24.290	\$971.60	\$24.776	\$991.04	\$25.272	\$1,010.88
2nd 6 months	\$25.844	\$1,033.76	\$26.888	\$1,075.52	\$27.426	\$1,097.04	\$27.975	\$1,119.00
3rd 6 months	\$26.930	\$1,077.20	\$28.018	\$1,120.72	\$28.578	\$1,143.12	\$29.150	\$1,166.00
<u>COMIC STRIP (Work presently assigned)</u>								
21-812 Class I (Story Person or Artist doing two Sunday pages or six daily strips per week)								
1st year	\$37.469	\$1,498.76	\$38.229	\$1,529.16	\$38.994	\$1,559.76	\$39.774	\$1,590.96
After 1 year in classification	\$39.118	\$1,564.72	\$39.912	\$1,596.48	\$40.710	\$1,628.40	\$41.524	\$1,660.96
21-822 Class II (Writes or draws one Sunday page per week)								
1st year	\$33.891	\$1,355.64	\$34.580	\$1,383.20	\$35.272	\$1,410.88	\$35.977	\$1,439.08
After 1 year in classification	\$35.252	\$1,410.08	\$35.967	\$1,438.68	\$36.686	\$1,467.44	\$37.420	\$1,496.80
21-832 Staff Assistant								
1st year	\$26.228	\$1,049.12	\$26.759	\$1,070.36	\$27.294	\$1,091.76	\$27.840	\$1,113.60
2nd year	\$27.357	\$1,094.28	\$27.912	\$1,116.48	\$28.470	\$1,138.80	\$29.039	\$1,161.56
3rd year	\$28.848	\$1,153.92	\$29.434	\$1,177.36	\$30.023	\$1,200.92	\$30.623	\$1,224.92
Journey	\$29.379	\$1,175.16	\$29.975	\$1,199.00	\$30.575	\$1,223.00	\$31.187	\$1,247.48

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NICKELODEON ANIMATION STUDIOS, INC. / THE ANIMATION GUILD, LOCAL 839 IATSE

Wage Scales, October 9, 2011-October 8, 2015

Weekly employment*

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
COMIC STRIP (New work)								
21-842 Six Panels (Writes and draws)								
1st year	\$30.509	\$1,220.36	\$31.127	\$1,245.08	\$31.750	\$1,270.00	\$32.385	\$1,295.40
After 1 year in classification	\$31.829	\$1,273.16	\$32.475	\$1,299.00	\$33.125	\$1,325.00	\$33.788	\$1,351.52
21-852 Six Strips (Writes and draws)								
1st year	\$33.891	\$1,355.64	\$34.580	\$1,383.20	\$35.272	\$1,410.88	\$35.977	\$1,439.08
After 1 year in classification	\$35.252	\$1,410.08	\$35.967	\$1,438.68	\$36.686	\$1,467.44	\$37.420	\$1,496.80
21-862 One Sunday Page (Writes and draws)								
1st year	\$30.509	\$1,220.36	\$31.127	\$1,245.08	\$31.750	\$1,270.00	\$32.385	\$1,295.40
After 1 year in classification	\$31.829	\$1,273.16	\$32.475	\$1,299.00	\$33.125	\$1,325.00	\$33.788	\$1,351.52

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015		
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	
<u>PROMOTION AND PUBLICITY ARTISTS</u>									
21-872	Class I (Responsible)	\$37,469	\$1,498.76	\$38,229	\$1,529.16	\$38,994	\$1,559.76	\$39,774	\$1,590.96
	1st year								
	After 1 year in classification	\$39,185	\$1,567.40	\$39,982	\$1,599.28	\$40,782	\$1,631.28	\$41,598	\$1,663.92
21-882	Class II (Assistant)	\$33,891	\$1,355.64	\$34,580	\$1,383.20	\$35,272	\$1,410.88	\$35,977	\$1,439.08
	1st year								
	After 1 year in classification	\$35,252	\$1,410.08	\$35,967	\$1,438.68	\$36,686	\$1,467.44	\$37,420	\$1,496.80

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NICKELODEON ANIMATION STUDIOS, INC. / THE ANIMATION GUILD, LOCAL 839 IATSE

Wage Scales, October 9, 2011-October 8, 2015

Unit rates

	<u>First period</u> <u>10/9/2011-</u> <u>7/31/2012</u>	<u>Second period</u> <u>8/1/2012-</u> <u>8/3/2013</u>	<u>Third period</u> <u>8/4/2013-</u> <u>8/2/2014</u>	<u>Fourth period</u> <u>8/3/2014-</u> <u>10/8/2015</u>	<u>H & W &</u> <u>Pension Hours</u>
<u>WRITING AND STORYBOARD</u> <u>CLASSIFICATION</u>					
<u>SHORT SUBJECTS - 4 to 7 Minutes (TV or Theatrical)</u>					
Synopsis and Outline	\$885.91	\$903.90	\$921.98	\$940.42	33
Storyboard Only	\$1,228.54	\$1,253.48	\$1,278.55	\$1,304.12	40
Teleplay or Screenplay	\$2,116.40	\$2,159.36	\$2,202.55	\$2,246.60	67
<u>SHORT SUBJECTS - Over 7 to 15 minutes (TV or Theatrical)</u>					
Synopsis and Outline	\$893.96	\$912.09	\$930.33	\$948.94	47
Storyboard Only	\$1,487.71	\$1,517.91	\$1,548.27	\$1,579.24	51
Teleplay or Screenplay	\$2,915.77	\$2,974.95	\$3,034.45	\$3,095.14	153
<u>HALF-HOUR SUBJECTS (TV or Theatrical)</u>					
Synopsis and Outline	\$1,590.30	\$1,622.58	\$1,655.03	\$1,688.13	91
Storyboard Only	\$2,825.11	\$2,882.45	\$2,940.10	\$2,998.90	100
Teleplay or Screenplay	\$5,588.46	\$5,701.88	\$5,815.92	\$5,932.24	309

<u>WRITING AND STORYBOARD CLASSIFICATION</u>	<u>10/9/2011-7/31/2012</u>	<u>8/1/2012-8/3/2013</u>	<u>8/4/2013-8/2/2014</u>	<u>8/3/2014-10/8/2015</u>	<u>H & W & Pension Hours</u>
<u>HALF-HOUR SUBJECTS (TV or Theatrical) — "New Animation Writers" \$</u>					
Synopsis and Outline	\$1,465.49	\$1,495.24	\$1,525.14	\$1,555.64	91
Teletype or Screenplay	\$5,149.88	\$5,254.41	\$5,359.50	\$5,466.69	309
<u>ONE HOUR OR MORE SUBJECTS (TV or Theatrical)</u>					
Synopsis and Outline	\$2,366.65	\$2,414.70	\$2,462.99	\$2,512.25	93
Storyboard Only	\$4,213.85	\$4,299.38	\$4,385.37	\$4,473.08	151
Teletype or Screenplay	\$8,406.68	\$8,577.30	\$8,748.85	\$8,923.83	307
<u>ONE HOUR OR MORE SUBJECTS (TV or Theatrical) — "New Animation Writers" \$</u>					
Synopsis and Outline	\$2,170.27	\$2,214.32	\$2,258.61	\$2,303.78	93
Teletype or Screenplay	\$7,709.13	\$7,865.59	\$8,022.90	\$8,183.36	307

In reference to the above Unit rates, the Employer may require two re-writes or re-works after the presentation by the Story Person/ Animation Writer without additional compensation. If an additional re-write or re-work is required by the Employer, an additional 20% of the original Unit maximum shall be paid for each re-write or re-work. Any amount negotiated in excess of the above minimums may be applied against any additional compensation for re-write or rework when due.

§ These rates shall be the applicable minimums for the respective periods for all new animation writers (i.e., those persons not previously employed in the Unit Writer and Storyboard Classification or Animation Story Person/Animation Writer Classification). In the event a script written by such a writer is produced, said Animation Story Person/Animation Writer shall be paid the difference between the applicable New Animation Writer rate and the Journey-person rate.

NICKELODEON ANIMATION STUDIOS, INC. / THE ANIMATION GUILD, LOCAL 839 IATSE

Wage Scales, October 9, 2011-October 8, 2015

Weekly employment*

	First period 10/9/2011-7/31/2012		Second period 8/1/2012-8/3/2013		Third period 8/4/2013-8/2/2014		Fourth period 8/3/2014-10/8/2015	
	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>
<u>Animation Director</u>								
1st 6 months	\$44.828	\$1,793.12	\$45.737	\$1,829.48	\$46.652	\$1,866.08	\$47.585	\$1,903.40
2nd 6 months	\$45.853	\$1,834.12	\$46.782	\$1,871.28	\$47.718	\$1,908.72	\$48.672	\$1,946.88
Journey	\$47.577	\$1,903.08	\$48.543	\$1,941.72	\$49.514	\$1,980.56	\$50.504	\$2,020.16
<u>Timing Director</u>								
1st 6 months	\$42.982	\$1,719.28	\$43.855	\$1,754.20	\$44.732	\$1,789.28	\$45.627	\$1,825.08
2nd 6 months	\$43.963	\$1,758.52	\$44.856	\$1,794.24	\$45.753	\$1,830.12	\$46.668	\$1,866.72
Journey	\$45.614	\$1,824.56	\$46.540	\$1,861.60	\$47.471	\$1,898.84	\$48.420	\$1,936.80

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