

UNIVERSAL STUDIOS HOLLYWOOD & IATSE LOCAL B-192
MEMORANDUM OF AGREEMENT & SIDELETTER RE COVID-19
APRIL 19, 2020

In recognition of the COVID-19 pandemic and its effect on USH operations, Universal Studios Hollywood ("USH" or "the Company") and Amusement Area Employees, IATSE Local B-192 ("B-192" or "the Union") agree to the terms and conditions set forth herein. To the extent anything herein modifies or contradicts any terms of the current collective bargaining agreement between the parties ("CBA"), this agreement shall supersede and control.

1. Compensation:

- a. Pay for Time Not Worked: Effective April 20, 2020, USH will pay all active/non-furloughed covered employees their regular base straight time rate in effect at the time of the payroll period for which payment is made, for 80% of their average weekly straight time hours worked between 11/3/2019-3/13/2020 plus hours scheduled between 3/14/2020-3/21/2020. USH may further reduce or eliminate such compensation, at its discretion, upon 5 calendar days' notice to the Union.
- b. Pay for Work Time: Employees may be scheduled to report to work, either in-person or by telephone, pursuant to the Company's normal scheduling practices and provisions. Scheduled employees are expected to report to work in accordance with USH policy and the attendance policy. In the event an employee is called to work and reports to work, such employee shall be paid for all hours worked or the applicable minimum call, at the applicable rate under the CBA. Any and all compensation provided for time not worked pursuant to subparagraph (a) herein shall be offset by pay for time worked, so that there will not be double payment for the same payroll period under subparagraph (a) and under this subparagraph (b).
- c. Employees may use accrued sick or vacation pay to supplement their pay during this time and must give USH 2 weeks' notice of the intent to use sick/vacation pay for any particular week.
- d. Tier adjustments based on seniority hours shall be based on hours worked only. The fact that a person is not working or scheduled, or is furloughed, at the time of a tier adjustment, shall not be used to deprive them of the correct tier adjustment for subsequent pay under any subparagraph herein or otherwise.
- e. Ticket Seller "Golden Rates": all golden rates for ticket sellers shall remain in place until such rate has a fair and full opportunity to be assessed pursuant to Article 60(g) for future retention of that rate after USH reopens to the public.
- f. Studio Guide Evaluations: The parties agree to meet and confer after executing this agreement to determine a fair system and timing for determining Studio Guide performance ratings for purposes of establishing pay increases (currently scheduled for July 15, 2020) in light of USH's closure or reduced operations.

2. Furlough:

- a. Effective May 3, 2020, USH will furlough all Temporary/Casual and Regular Part-Time employees. Furlough under this provision is defined as not being scheduled for work and not being paid for time not worked.

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- b. Furloughed employees shall remain on furlough until notified by USH to report to work. Furloughed or laid off employees, if any, shall be given at least one-week notice of being returned to the schedule. If an employee has work or personal circumstances preventing the employee to return with one-week of notice, such employee shall be afforded an additional week to return to work; if more time is needed, the Company will evaluate on a case-by-case basis. Further, the Company will be reasonable in connection with requesting or requiring updated availability from employees who are furloughed or laid off (if any).
 - c. Employees on furlough remain on their rosters and shall be returned to the schedule in accordance with the scheduling provisions in Article 17, by personnel classification first (regular full time, regular part time, casual) and then by seniority within personnel classification.
 - d. Health Insurance Premiums - furloughed employees who currently participate in the Company's health insurance plan as of May 2, 2020, shall remain eligible during the furlough period. The Company will pay both the employee portion and employer portion of the premium during the furlough period, provided that the employee returns to work in compliance with paragraph 2(b) herein when notified. An employee who does not return to work as notified will be required to reimburse the Company for the employee premiums paid by the Company during the furlough period.
 - e. Sick/Vacation – Sick/vacation pay (or any other non-worked pay earned under the CBA) shall not be paid out upon furlough. Furloughed employees may use available sick or vacation pay during the furlough period and must give USH 2 weeks' notice of the intent to use sick/vacation pay for any particular week.
 - f. Employees shall receive their pay through May 2, 2020 (per Para 1 above) at the next regularly scheduled payday (May 7, 2020).
 - g. The nine-month period for bridging seniority set forth in Article 22 (c) and (e) shall be extended to two (2) years for any employee who is furloughed or laid off in 2020.
 - h. Nothing in this agreement shall be construed to restrict USH's right to furlough any other covered employees at any time. The order of furlough or layoff and recall shall respect everyone's contractual status, seniority, and scheduling rights. Nothing herein shall be deemed to add to or diminish any and all pre-existing rights of the Company to implement other furloughs or layoffs, nor shall it diminish any and all of the employees' or Union's pre-existing rights regarding this matter, either.
 - i. USH shall provide the Union at least 7 calendar days' notice of any layoffs or furloughs (with the exception of the aforementioned May 3, 2020 furlough of part-time and casual employees), including the names of the employees involved. The Union will be afforded an opportunity to meet and confer with the Company before the layoffs or furloughs are implemented.
3. Seniority: Employees shall continue to accrue seniority hours for all hours worked. Seniority shall not accrue for hours paid but not worked.

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4. Personnel Classification Eligibility, Vacation & Sick Accrual & Health Insurance Eligibility:
 - a. The Company will freeze the August 2020 and February 2021 status checks for the purpose of maintaining status and health insurance eligibility, including for employees on furlough.
 - b. The Company will honor reasonable and limited requests by the Union to perform status and health insurance eligibility checks in August 2020 and February 2021 for employees only for the purpose of moving up in status or obtaining benefits eligibility. In that event, the employee's hours will be pro-rated by the same percentage of time that USH is/was open to the public during the calculating period.
 - i. For example, the current personnel classification status check period is February 2, 2020 through August 1, 2020. If the park re-opens on June 1, 2020, USH will have been open 15 weeks during that time, which is 58% of 26 weeks. Thus, the applicable hours requirement to achieve status will be pro-rated by 58%.
 - c. Employees shall receive vacation and sick accruals in accordance with the applicable personnel classification as set forth above. The period of time that the Park is closed to the public as a result of COVID19 shall not be counted as a leave of absence within the meaning of Article 30(c) or Schedule A of the CBA.
5. Safety provisions upon return to work: at least three weeks prior to park reopening, or sooner if practicable, USH shall notify the Union, and the parties shall meet and confer (in-person, or if not safe, by video-conference if possible) regarding safety, sanitation, PPE, and other matters to address the provisions to be made to ensure the safety and health of employees regarding possible exposure to COVID-19.
6. Supplemental Paid Sick Leave: In the event the City of Los Angeles Supplemental Paid Sick Leave Due to COVID-19 (4/7/20), or any County or State equivalent, is deemed to apply to USH, the parties agree as follows:
 - a. The Union hereby explicitly waives the applicability of the City of Los Angeles Supplemental Paid Sick Leave Due to COVID-19 (4/7/20), or any County or State equivalent, ("Supplemental COVID-19 Sick Leave Ordinance") and the parties agree to the following paid time off provisions for COVID-19, in addition to those set forth in the current CBA:
 - i. All employees may use accrued sick and/or vacation time for the purposes set forth in the Supplemental COVID-19 Sick Leave Ordinance, in accordance with the terms and conditions therein.
 - ii. In addition to the sick days provided in Article 28, USH shall provide employees additional sick days to use for the reasons set forth in the Supplemental COVID-19 Sick Leave Ordinance as follows:
 1. Regular Full-Time – 4 additional days per calendar year
 2. Regular Part-Time – 8 additional sick days per calendar year
 3. Casual – 10 additional sick days per calendar year

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4. Employees needing sick pay for these purposes before September, may borrow from the September sick pay allotment. In the event the employee does not have sufficient sick pay in September to cover the time used, the employee's future sick pay balances will be reduced accordingly.
 5. Additional sick days provided herein shall not be carried over and shall not be included in any sick payout. (Art 28(d) shall not apply)
 6. The provision of additional sick days shall expire upon the expiration of any Supplemental COVID-19 Sick Leave Ordinance.
- iii. Employees who are not scheduled to work shall not be eligible for sick pay under this provision. Employees who utilize sick pay subject to this provision, shall be paid sick pay based on their scheduled shift.
 - iv. Article 28(e) and 28(f) shall not apply to sick time used for these purposes.
 - v. Employees shall be expected to comply with all Company rules, procedures and requirements upon returning to work.

AGREED & ACCEPTED as of April 19, 2020



~~Melissa Vantrease~~ Bernadette Luma Codrington
~~SVP Labor & Employment~~ SR. Counsel, Labor Relations
On behalf of Universal Studios Hollywood



Kevin King
Business Representative
On behalf of IATSE Local B-192