

**AMUSEMENT AREA
EMPLOYEES' AGREEMENT**

Between

**UNIVERSAL STUDIOS HOLLYWOOD
And**

**I.A.T.S.E. and M.P.T.A. & A.C.
of U.S. and CANADA
LOCAL B-192**

January 16, 2019

thru

January 31, 2022

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AGREEMENT

Agreement dated as of January 16, 2019 between Universal Studios Hollywood (Universal City Studios LLC dba Universal Studios Hollywood, Universal City, California (hereinafter called "Employer")), and Amusement Area Employees Union, Local B-192, a member of I.A.T.S.E. and M.P.T.A. & A.C. of U.S., its Territories, and Canada (hereinafter called "Union").

ARTICLE 1 TERM OF AGREEMENT

This Agreement shall be in full force and effect for a period of three (3) years from 12:01 a.m. January 16, 2019 to midnight January 31, 2022 and shall renew from year to year thereafter unless either party gives written notice of reopening not less than sixty (60) days prior to the expiration date above.

ARTICLE 2 INTENT OF PARTIES

It is the intent and purpose of the parties hereto by this Agreement to establish all the conditions of the employment referred to herein and to establish a fair and equitable method of peacefully adjusting any and all grievances that may arise during the term hereof.

In the spirit of the Agreement, the Union and the Employer (collectively "Parties") will mutually encourage and promote the ethical and fair treatment of all employees.

ARTICLE 3 JURISDICTION RECOGNITION

The Employer hereby recognizes the Amusement Area Employees Union, Local B-192, as the sole bargaining representative for the following listed Departmental employees but not limited to:

Accounting	Central Vault Cashier
Entertainment	Production Assistant, Show Control, Show Crew
Retail	Sales Clerk, Warehouse Clerk
Operations	Admissions Host, Attractions Host, Guest Relations, Hoser, Matron/Steward, Park Service Attendant/Patio Hostess, Ride Operator, Seamstress/Alterations, Studio Guide, Studio Tour Ambassador, Ticket Seller, Wardrobe Attendant
Parking	Parking Lot Attendant, Parking Toll Booth Attendant, Valet

It is understood that this Agreement does not apply to the following people or groups of people: executive, professional, supervisory and administrative personnel, drivers, guards, concessionaires, restaurant personnel, equipment maintenance personnel or to any special exhibitor who may use their own personnel in special exhibits.

ARTICLE 4 UNION SECURITY

The Employer agrees that all employees for whom the Union is recognized as sole collective bargaining representative, on the Employer's payroll as of the effective date of this Agreement or who are subsequently employed by the Employer, shall be required, as a condition of employment, to tender to the Union, beginning on the thirty-first (31st) day after the effective date of this Agreement or on the thirty-first (31st) day after their date of employment, whichever is later, either through dues check-off as provided in this Agreement or by direct payment by the employee to the Union, the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. The Employer will, at time of hire, distribute information provided by the Union to each new employee. The Employer agrees to furnish the Union with a list of all active employees on a quarterly basis and a list of all terminated employees semi-annually.

The Union will advise the Employer, in writing, when any employee has failed to maintain the financial obligations to the Union required by this Agreement. The Union shall notify the Employer and the employee that the employee has fourteen (14) days in which to comply with the Agreement or be subject to termination at the end of fourteen (14) calendar days.

ARTICLE 5 UNION ACCESS TO NEW HIRES

The Employer will permit an on-duty Shop Steward or Business Agent with the approval of the manager up to fifteen (15) minutes of paid time for the purpose of orientation of new employees within two (2) weeks of the commencement of employment. The Union will cooperate with supervisory personnel in this orientation process to ensure minimal operational disruption.

ARTICLE 6 TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided one (1) week written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Such Union leave shall only apply to activities off of the Employer's premises except for bargaining or caucusing for a successor agreement. This section shall not apply to employees accepting regular, full-time employment with the Union.

ARTICLE 7 VOLUNTARY POLITICAL CONTRIBUTIONS (PAC)

The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the I.A.T.S.E. Political Action Committee ("I.A.T.S.E.-PAC") as the employee has authorized in writing to be deducted. At least once per month, the Employer will issue a single check for deductions payable to I.A.T.S.E.-PAC and remit same directly to I.A.T.S.E.-PAC. Along with the check, the Employer will provide the following information: (1) the name of each employee for whom a deduction has been made, (2) the employee's social security number, and (3) the amount of the deduction. Employees who wish to cancel or modify their deduction will sign a card supplied by the Union for such purpose. The Union will be responsible for obtaining any refund from the I.A.T.S.E.-PAC. The Union will reimburse the Employer annually for all costs incurring in administering this deduction and will indemnify and hold harmless the Employer from any and all liability arising from deductions provided for in this section. Administration of the foregoing may be assigned to the Employer's payroll service. The Employer or its payroll company will provide a PAC deduction form to each employee. The Employer shall not be required to implement this Article until such time that a minimum of ten (10) employees request participation.

ARTICLE 8 MANAGEMENT'S RIGHTS

The management of the business of the Employer and the direction of its personnel, including the right to hire, discharge and discipline for proper cause subject to the terms in this Agreement, are the exclusive responsibilities of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the operation of its facilities, location of its facilities and the schedule of its working force and methods, processes, means, and materials to be used.

The Employer reserves the right to enforce established rules and regulations now in effect and which it may issue, from time to time, not in conflict herewith. All of the functions, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement will be recognized by the Union as being retained by the Employer.

The enumeration above of management prerogatives shall not in any way be deemed to exclude other management prerogatives not herein specifically enumerated. However, nothing contained in this section shall be in conflict with the terms and conditions set forth in this Agreement.

Managerial personnel shall not perform the function of any employee covered under this collective bargaining agreement except for the purposes of orientation, training and/or evaluation, and then only on the conditions that: (1) no Union positions are eliminated, and (2) the Employer notifies the Union, as soon as possible, of work to be performed by managerial personnel lasting in excess of two (2) hours. The Union acknowledges that there are circumstances whereby managerial personnel are justified in performing covered work, for which the Union has not historically grieved and will not raise a claim of violation of this provision. Seasonal Supervisors are considered "managerial personnel" for the purposes of this provision.

ARTICLE 9 UNION OBLIGATIONS TO INTERNATIONAL ALLIANCE

As the Union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, nothing in this Agreement shall ever be construed to interfere with any obligations the Union owes to such International Alliance by reason of a prior obligation, provided that the foregoing shall, in no event, be construed or applied so as to contravene any applicable Federal or State Law.

ARTICLE 10 GENERAL SAVINGS CLAUSE

It is not the intent of either Party to violate any laws or rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect.

In the event that the Employer's operating conditions change significantly during the term of this Agreement and such changes have an effect on a substantial number of employees covered hereunder, the Union and the Employer will meet to review and discuss the effects of such changes on the employees covered hereunder.

If the Employer establishes a new job classification under the jurisdiction of the Union, the Employer agrees to meet to review and discuss the new classification and rate of pay with the Union thirty (30) days prior to the institution of the new classification.

ARTICLE 11 UNION DUES

The Employer agrees to a check-off for the payment of an amount equal to Union dues, application fees, and initiation fees, or, for objectors, an amount equal to representational fees at a reduced percentage for all of the above, as determined by the Union, and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorizations of such employees, and the Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the Employer.

The Union shall not collect as a payroll deduction union fees or dues until after thirty-one (31) days after the date of hire. The first (1st) month's dues, half the application fee, one quarter (1/4) of the full initiation fee as prescribed by the Union for all newly hired employees shall be deducted from the employee's first (1st) full paycheck following the thirty-first (31st) day after the date of hire. The other half of the application fee, and an additional one quarter (1/4) of the initiation fee, shall be deducted from the employee's second paycheck following the thirty-first (31st) day after the date of hire. The remaining two quarters (2/4) of the initiation fee shall be deducted in two one-quarter installments from the employee's next two paychecks. The second (2nd) month's dues shall be deducted from the employee's first (1st) paycheck in the following calendar month, and so on after that. If an employee has insufficient funds in any of the paychecks described here to make the specified contributions in a reasonable way, the Employer will, pursuant to its payroll practices and program, make smaller deductions, or defer all of some contributions to subsequent paychecks, or both, so long as such deferrals are reasonably fair and practicable.

All sums deducted from monthly dues and initiation fees shall be remitted to the Secretary-Treasurer of the Union not later than the twentieth (20th) day of the calendar month in which such deductions are made, together with a list showing the names, addresses and social security numbers of all employees whose names are listed for the first time during that month, the names of all other employees for whom deductions are made, and the amount of the deduction made for each employee. In the case of non-union new employees, the application for membership in the Union shall also accompany the remittance and list.

The Union shall notify the Employer of any adjustments made in membership dues, initiation fees, application fees, or representational fees in accordance with the Constitution and By-Laws of the Union.

ARTICLE 12 STRIKES, STOPPAGES, LOCKOUTS

During the life of this Agreement, the Employer will not allow lockouts. The employees and the Union will not authorize or cause any strike, slowdown or work stoppage, or other interruption of work. The Union agrees that it will immediately, publicly disallow any unauthorized strike, slowdown, work stoppage or other interruption of work and will, in good faith, use every reasonable effort to terminate such unauthorized strike, work stoppage, slowdown, or other interruption in work.

ARTICLE 13 NO DISCRIMINATION

The parties agree to continue to comply with all applicable federal, State and local laws relating to non-discriminatory employment practices.

ARTICLE 14 DISCIPLINE, SUSPENSION, DISCHARGE

(a) The Employer understands the value of progressive discipline and shall incorporate that procedure in its disciplinary policy. Therefore, as a guideline, the Employer shall adhere to the following progressive disciplinary procedure:

1. Verbal Warning(s);
2. Written Warning(s);

3. Suspension(s);
4. Termination.

The Employer and the Union acknowledge that there will be situations where the discipline that is administered may be more or less severe depending upon the individual circumstances. The Employer and the Union also acknowledge that discipline under the Attendance Policy and Cash Variance/Cash Handling Policy is governed by a points system and, as such, may skip steps of discipline.

- (b) Discipline and discharge will be administered only for just cause. Probationary employees will be disciplined in accordance with provisions currently set up under Article 19. The Parties agree that the primary intent of all discipline, except termination, is to be corrective in nature.
- (c) The demotion/reclassification of an employee shall not preclude an employee from reapplying for a promotion/reclassification at a future time and being considered for the position at the Employer's discretion if he/she meets the eligibility criteria. Management shall be available for dialog with the employee regarding when and in what circumstances the employee might be considered for a return to the position from which the demotion or reclassification occurred.
- (d) The Employer will notify the Union Shop Steward or the Union Office as soon as practical, but in all cases within three (3) days, when it initiates an investigatory suspension. The Employer shall utilize investigatory suspensions only for the purposes of investigation of the following types of wrongdoing by employees: threats of violence, physical altercations, sexual harassment, theft, drug/alcohol use, and/or being under the influence while at work, major safety violations and hampering of Employer investigations. After five (5) business days, (i.e., Monday through Friday) following an investigatory suspension, the Union shall have the option of either: (i) waiting until final discipline, if any, is imposed, following which the Union has the regular 30 days to grieve; or (ii) going ahead at any time during the investigatory suspension or within 30 days after it is concluded and filing a grievance even though final discipline has not yet been imposed, and said grievance may be processed all the way through the grievance procedure, up to and including arbitration. The Union agrees that it shall not exercise this option (ii) without first discussing the matter with Labor Relations. It is understood that this does not alter the Employer's obligation to impose final discipline, if any, within the applicable period as provided in subsection (g).
- (e) At the employee's request, all disciplinary documents, excluding any level of discipline involving violations of the Employer's harassment and/or respectful workplace policies, and excluding any discipline resulting in suspension(s) or termination, shall be removed from the employee's file twelve (12) months after being issued unless there is a recurrence of the problem or a similar incident during the twelve (12) month period.

At the employee's request, the Employer shall not unreasonably deny the removal from the employee's file of disciplinary documents below the level of suspension involving violations of the Employer's harassment and/or respectful workplace policies, thirty-six (36) months after being issued unless there is a recurrence of the problem or a similar incident during the thirty-six (36) month period.

Further, at the employee's request, the Employer shall not unreasonably deny the removal from the employee's file of disciplinary documents (other than harassment and/or respectful workplace policies as stated above) resulting in suspension(s) twenty-four (24) months after being issued unless there is a recurrence of the problem or a similar incident during the twenty-four (24) month period.

- (f) The Employer agrees, upon discharge of an employee, to notify the Union Office within seven (7) calendar days.
- (g) For all violations of Employer policy, the Employer must impose discipline no later than thirty (30) days from the date of the incident or date that USH management has knowledge of the incident, whichever is later. In cases of sexual harassment or discrimination this deadline

shall be sixty (60) calendar days. The Union will consider the Employer's requests for extensions of these time limits.

For cash handling and variance point discipline, the time limit shall be as follows:

1. If the variance occurs at the end of the employee's shift, the Employer will have forty-five (45) days to impose discipline from the date of the variance.
2. If the variance is discovered at the vault, the Employer will have forty-five (45) days to impose discipline from the date the vault has knowledge of the variance.
3. If the variance is discovered when the receipts (sales) are audited, the Employer will have forty-five (45) days from the date the auditors notify the Employer of the variance.

Further, the Employer agrees to make available variance and cash handling points pursuant to the following process:

Employees may access their variance and cash-handling point totals online. The Employer will make computers available in various areas of USH for employees to access their variance and cash-handling points. Employees will have access to variance and cash handling points through the Employer's intranet portal. Points will be updated weekly (or as soon as the report is available to management). At any time, an employee may also ask their manager to advise them of their total point balance.

- (h) Seasonal Supervisors who are on leave from the Bargaining Unit shall not be allowed to discipline Union members, nor participate in or observe disciplinary meetings of other Union members with whom the Seasonal Supervisor generally works.
- (i) For violation of the Attendance and/or Cash-Variance/Cash-Handling Policies resulting in a final written warning or lesser discipline, the Employer may, but is not required to, convene disciplinary meetings for the issuance of such discipline. The Employer may choose, instead, to issue such discipline by hand-delivery or mail. [The "best practice" for the issuance of any type of discipline is still a meeting.]

For all types of violations resulting in suspensions and terminations where an employee is not regularly scheduled to work or is avoiding work (e.g., calling in sick), the Employer may issue such discipline by mail.

ARTICLE 15 SETTLEMENT OF GRIEVANCES

A grievance shall be defined as any difference of opinion or dispute between the Union or an employee covered hereunder and the Employer regarding the interpretation and/or application of this Agreement. Notwithstanding the provisions contained herein, the Union shall be provided with a copy of any incident reports or letters of warning issued to employees covered hereunder.

If any employee, the Union or the Employer shall have a grievance, there shall be an earnest effort by the Parties to settle it promptly through the steps listed below. It is understood, however, failure to timely process a grievance as described below, results in waiver of the grievance. In the event the grieving party has not timely presented the grievance, the responding party may elect not to process the grievance, through any step except arbitration, without a claim that it has failed to make an earnest effort to resolve the issue.

It is understood that an employee shall be informed of his or her right to Union representation at meetings with the employee's supervisor(s) or management representative when such meetings are investigatory or disciplinary-issuing.

The Employer and the Union agree that grievance and arbitration procedures should proceed as expeditiously as possible, however, by mutual agreement, any time limit in the grievance procedure may be extended. This extension must be in writing.

A grievance protesting a disciplinary action resulting in a suspension or termination may be sent immediately to Step Two.

Step One: Employee and Supervisor

Step One is a discussion between the aggrieved employee and his/her supervisor. Such discussion does not require, but may at the request of the employee, include a Shop Steward.

If an employee grievance is not resolved in Step One and is to proceed further, it must be reduced to writing and submitted to Labor Relations or its designee within thirty (30) calendar days from the Step One determination or from the date that discipline is administered or the event occurred.

All other grievances shall begin with the filing of the written grievance and must be filed within thirty (30) calendar days of the later of the date of the event giving rise to the grievance or the date the grieving party learned of it or reasonably should have learned of it.

Beyond Step One, an employee grievance or a Union grievance may be taken to the next step from any prior step only at the discretion of the Union.

Step Two: Labor Relations

Step Two is a conference between the aggrieved employee, the Shop Steward or Union representative, the supervisor, and the Labor Relations representative of the Employer.

The responding party shall submit its Step Two response to the grieving party, in writing, and shall designate its response as "Step Two Final Answer." E-mail and faxes shall be accepted as sufficient writings under this provision.

If the grievance is not resolved in Step Two, then either party may refer the matter to Step 3 Pre-Arbitration Hearing (Step Three below), provided that the party seeking pre-arbitration provides the other party written notice of its intent to proceed to pre-arbitration within ten (10) business days of the Step Two Final Answer.

Step Three: Pre-Arbitration Hearing

Either party may defer the matter to a Pre-Arbitration Hearing. Such Pre-Arbitration Hearing shall be heard and decided by one (1) designated representative from the Employer and one (1) designated representative from the International I.A.T.S.E. Union. Such hearings will be scheduled bimonthly, unless not necessary, or by special request from either party.

Should the Employer Representative and the International Union Representative agree on the grievance matter, their decision is final and binding. In such case, neither party may move the matter forward to arbitration. Should the Employer Representative and the International I.A.T.S.E. Union Representative split the decision, then either party may move the matter forward to Step Four, Arbitration.

Step Four: Arbitration

Either party may refer the grievance to an arbitrator available at all times to decide all differences arising between the Employer and the Union as to interpretation, application or performance of any part of this Agreement, except as otherwise restricted by this Agreement.

The arbitrator shall also have the authority to decide all issues of procedural arbitrability, including timeliness.

It is understood and agreed that an arbitrator is not vested with the power to change and/or modify this Agreement but only to interpret the Agreement. All fees and expenses connected with the selection of and services of the impartial arbitrator shall be shared equally by the Parties. All other expenses encountered by the Parties in preparation and presentation of their case shall be borne by the respective party. If either Party requests to have the hearing transcribed, the cost of such transcription shall be borne by both Parties, equally.

The Parties may mutually agree on an arbitrator on a case-by-case basis, or if the Parties cannot or do not mutually agree to an arbitrator, the Parties may select an arbitrator from a list of nine (9) provided by the Federal Mediation and Conciliation Service, whereby each party shall alternately strike a name from the list and the remaining name shall be the arbitrator appointed to hear and decide the issue. The Parties shall advise FMCS of their wish to provide a list containing only arbitrators who are members of the National Academy of Arbitrators and have their primary office in Southern California. The Parties shall flip a coin to determine who strikes first. If both Parties agree, the FMCS procedure may be replaced on occasion or for the duration of the agreement, or any other mutually agreed time with a mutually agreeable list or arbitrator.

The impartial Arbitrator's decision shall be final and binding upon the Parties.

This Settlement of Grievances Article shall be the sole and exclusive means of resolving disputes regarding the interpretation or application of this Agreement between the Union (including all employees in the bargaining unit covered by this Agreement) and the Employer. A grievance that is not timely filed, or that is not timely appealed to the next step herein, or that is withdrawn, or that is determined by decision of the arbitrator if appealed to that step, shall be deemed fully and finally resolved. Such resolution shall be final and binding on the Union, the Employer and all bargaining unit employees. Any grievance, however, may be withdrawn without prejudice as to an issue prior to an arbitration decision, with the understanding that this sentence shall not operate to toll or waive time limits under this Agreement. Any grievance that is withdrawn may be re-filed as to its own merits if re-filed within the original time limits that applied to the withdrawn grievance.

ARTICLE 16 SHOP STEWARDS

- (a) The Employer recognizes the right of the Union to select Union Shop Stewards. The Employer agrees that there will be no discrimination against authorized Shop Stewards because of protected Union activity.
- (b) Shop Stewards will obtain permission from their immediate supervisor for absences from their normal work place to represent employees during investigatory/disciplinary-issuing meetings, and the Employer will not unreasonably deny such requests providing such requests do not unduly interfere with the Employer's business operation.
- (c) The Employer will contact a Union Shop Steward's management team to determine if she or he can be made available for Shop Steward duties. In the event he/she is unavailable, the Employer will contact the Union office and inform the Union a representative is needed, and the Union office will promptly provide a Shop Steward or other representative. In the event that a representative is unavailable, the Employer may proceed with the investigation. The Employer further agrees that it will immediately notify the Union of the results of said meeting.
- (d) The authorized Business Agent of the Union shall be permitted to access the Employer's property to insure compliance with the Agreement and for presentation and handling of grievances. Such access shall not unduly interfere with an employee's work assignment or the Employer's business operation.

- (e) The Union will supply a list of current Shop Stewards and their respective departments to the Employer as changes occur. The Union shall provide for at least four (4) Shop Stewards per department. Conversely, the Employer agrees to supply a list of all current managers and their respective departments to the Union upon request.

The Union may designate Chief Shop Stewards and Associate Shop Stewards. For purposes of this Agreement, there is no distinction in rights of Shop Stewards and wherever the term "Shop Steward" is used, it shall presume to mean either or both, Chief Shop Steward and Associate Shop Steward. The employee is only entitled to one representative, regardless of union title.

- (f) The Employer will notify the Union in the event of the layoff or discharge of a Shop Steward in advance of the termination whenever possible.

ARTICLE 17 PERSONNEL CLASSIFICATIONS

- (a) Determining Employee Personnel Classification

Employees fall into one of the following three employee personnel classifications: Regular Full Time, Regular Part Time, or Casual. The Employer determines and assigns employee personnel classifications, with notification to both the Union and the affected employees, two times per year (in February and in August), pursuant to the criteria set forth below.

(i) Regular Full-Time Employees: Those having (1) a minimum of six (6) months of service in the bargaining unit as of the time of the status check, (2) worked seven hundred eighty (780) hours during the twenty-six (26) complete payroll weeks immediately preceding the status check, including the complete payroll week in which the last day of the previous month falls (January 31 or July 31) and, (3) who have maintained "open availability" to work five (5) days per week, including one (1) weekend day per week during the calculating period. All hours worked, not just scheduled hours, shall count in determining when this number has been reached.

If a Regular Full-Time Employee restricts his/her availability below the minimum requirements set forth above (or, if applicable, the minimum availability requirements set forth in subparagraph (vi) below), he/she will immediately and automatically lose Regular Full-Time status and convert to Regular Part-Time or Casual status, as the case may be, depending on the criteria set forth below.

An employee will lose Regular Full-Time status and convert to Regular Part-Time or Casual status (as the case may be depending on having met the criteria set forth below) if, at the time of the status check, the employee did not work the requisite hours during the calculating period, unless the employee maintained "open availability" of six (6) days per week during the entire calculating period, in which case, the employee shall maintain Regular Full Time status.

(ii) Regular Part-Time Employees: Those having (1) a minimum of six (6) months of service in the bargaining unit as of the time of the status check, (2) worked four hundred sixteen (416) hours during the twenty-six (26) complete payroll weeks immediately preceding the status check, including the complete payroll week in which the last day of the previous month falls (January 31 or July 31) and, (3) who have maintained "open availability" to work either three (3) days per week, including one (1) weekend day per week or two (2) days per week, which includes both weekend days, during the calculating period. All hours worked, not just scheduled hours, shall count in determining when this number has been reached.

If a Regular Part Time Employee restricts his/her availability below the minimum requirements set forth above (or, if applicable, the minimum availability requirements set forth in subparagraph (vi) below), the employee will immediately and automatically convert to Casual status or be subject to termination, as the case may be, depending on the criteria set forth below.

An employee will lose Regular Part-Time status and convert to Casual status if, at the time of the status check, the employee did not work the requisite hours worked during the calculating period, unless the employee maintained "open availability" of three (3) days per week, including both weekend days, during the entire calculating period, in which case, the employee shall maintain Regular Part-Time status.

(iii) Casual Employees: Those employees who are hired as seasonal or temporary employees and do not meet the qualifications for either Regular Full-Time or Regular Part-Time classifications are considered Casual. Casual Employees must maintain the availability they agreed to at the time of hire for the season or temporary period. If a Casual employee does not maintain, during that said season or temporary period, the availability they were hired on to maintain, they may be terminated at the discretion of the Employer.

(iv) For purposes of this Article, "open availability" shall be defined as availability to work ten (10) consecutive hours per day within venue operating hours and the employee must begin such ten (10) hour availability notice at a start time conforming to the shifts being used in that venue during each season. Requests off shall not be considered a restriction on availability; however, the Parties acknowledge that requests off are merely requests and employees may not assume they have been granted.

(v) If an employee drops in status, either during the semi-annual status check or as the result of availability restriction, the employee must re-establish all criteria as set forth above in sections (a) and (b) to move up in status.

(vi) Regular Full-Time employees with more than ten thousand (10,000) hours of seniority, as June 19, 2009, shall not be required to work any weekend day(s) per week. Regular Part-Time Employees with more than ten thousand (10,000) hours of seniority, as of June 19, 2009, shall only be required to work one (1) weekend day per week, plus one other day per week (which need not be a weekend day).

(b) Submitting Availability

All employees must submit their availability, online, to the Scheduling Department, including available work days and hours. With the exception of Summer Peak, employees may change their availability once a month, to be effective the first day of the first workweek of the subsequent month. This shall not apply to employees who shift bid, who are expected to be available in accordance with the shift that they selected through the entire time that the shift bid is posted. Exceptions to the shift bidding timeframe and the monthly limitation set forth herein shall be made for changes to school schedules upon proof presented to the scheduling department.

To change availability, employees must submit an availability change form, online, to the Scheduling Department by the fifteenth of the month prior to the change. Late submissions will not be considered, except in the case of an employee increasing his/her availability during peak seasons (Spring Break, Summer, HHN, Christmas). Employees understand that changes to availability may impact their seniority in scheduling and/or their personnel status. Employees also understand that changes to availability may result in a loss of work days during the week the change becomes effective.

For Summer Peak, the Employer will identify the twelve (12) Summer Peak weeks each year by April 1st. If Summer Peak dates are not communicated to employees by April 1st, then the May 1st deadline will be postponed by the same number of days as that delay. Employees must submit their availability for the entire Summer Peak by May 1st. Availability must be the same throughout the Summer Peak dates, except for changes due to school schedules or other reasons which the Employer will consider on a case-by-case basis.

Those employees who provide availability of more than five (5) days per week may indicate their two (2) preferred days off when submitting availability, which preferences the Employer will endeavor to honor.

(c) Scheduling

All Regular Full-Time Employees, who meet the requirements of their status as set forth herein, shall be scheduled for work first (based on their seniority and their written availability). After all Regular Full-Time Employees are scheduled, all Regular Part-Time Employees, who meet the requirements of their status as set forth herein, shall be scheduled for work next (based on their seniority and their written availability). After all Regular Full-Time and Regular Part-Time Employees are scheduled, all Casual Employees shall be scheduled for work (based on their seniority and their written availability).

If necessary, employees may be scheduled against availability in reverse order of seniority and beginning with the lowest status classification. The Employer will make best efforts to find other straight-time alternatives, and to solicit volunteers first; only when volunteers have been solicited may the Employer schedule against availability. Volunteers will be solicited and accepted in seniority order unless it is not practical in the given situation.

Employees who fail to accept a schedule based on their written availability shall be subject to discipline as set forth in Article 14 and/or a change in personnel status as set forth herein.

ARTICLE 18 ON-CALL SHIFTS

Regular Part-Time Employees, Casual Employees, and probationary employees, as well as Regular Full-Time Employees who are not scheduled for five (5) days in any one workweek, will be eligible for on-call shifts on days such employees are not scheduled to work but are willing to make themselves available for shift replacements or added shifts.

(a) On-call shifts shall be awarded to interested employees in the following order:

(1) First, employees who schedule themselves online on a first-come, first-serve basis. Once an employee schedules him/herself an open shift, they are obligated to work that shift.

(b) There shall be a weekly On-Call roster. Employees can place themselves on the On-Call Roster beginning each Friday at 5:00 p.m. for any days the following week that the employee is not already scheduled to work. Employees who are already scheduled to work for five (5) days in the following workweek are not eligible to be placed on the On-Call roster for that week.

Employees will be eligible for on-call shifts on days such employees are not scheduled to work but are willing to make themselves available for shift replacements or added shifts. It is understood that the Employer representative filling the shifts will ask employees whether the on-call shift will result in any premiums (6th or 7th days, intervening hours, turnaround etc.). The employee is also responsible for bringing such premium time to the attention of the Employer representative. If an employee provides the Employer with inaccurate information regarding premiums, the employee may be subject to discipline.

In order to be eligible for the on-call shift, the employee may place their name on the on-call roster by calling the Scheduling Department, identifying their name, job classification (including applicable seniority roster) and telephone number where they can be reached.

Available shifts will be filled at the time they become available, by job classification, from the on-call roster in order of seniority. If an employee does not answer the phone or return the call promptly, the next most senior person on the on-call list at the time will be offered the shift. This practice will continue until all shifts are filled or the on-call roster is exhausted.

Shifts vacated or added with less than twenty-four (24) hours' notice shall be covered by the on-call roster without regard to seniority, based on availability to cover the shift.

Employees may remove themselves from the On-Call roster for particular day or days up to 4:00 p.m. the day prior to the day in question.

ARTICLE 19 PROBATIONARY PERIOD

- (a) All employees except those assigned to the Vault or as a Studio Guide, shall be deemed probationary employees until such time as they have successfully completed four hundred eighty (480) hours of service. A probationary employee may not experience any break in service during his/her probationary period unless such break has been authorized by the Employer.
- (b) Employees hired for positions in the Vault or as a Studio Guide*, shall be deemed probationary employees until such time as they have successfully completed six hundred (600) hours of service. The Employer shall advise new hires on their assignment to the Vault of the increased probationary period.

The Employer may declare a new hire assigned to the Vault or Studio Guide* who has four hundred eighty (480) hours to be past the probationary period even if the employee has completed less than six hundred (600) hours of service.

Should a new hire assigned to the Vault or as a Studio Guide* fail to pass the probationary period, the Employer shall review the employee's qualifications for transfer to positions elsewhere at USH, in accordance with the provisions of this Agreement, including but not limited to seniority, training, and transfer.

- (c) An employee's probationary period may be extended by mutual agreement of the Employer and the Union.
- (d) Any employee may be dismissed during said probationary period with or without cause. However, an employee who has successfully completed thirty-one (31) calendar days of employment and feels their termination is unjustified may request and shall be entitled to Union representation as provided in Articles 15 and 16, excluding arbitration.

*All current Studio Guide employed on or before January 15, 2019, are exempted from this change.

ARTICLE 20 EVALUATIONS

- (a) The Employer and the Union agree that a periodic review of an employee's performance is mutually beneficial, and the Employer will endeavor to conduct constructive and corrective reviews whenever practicable.
- (b) If a Universal Studios Hollywood evaluation is used to determine discipline against an employee, the employee or Union representative may review that part of the evaluation which directly affects the disciplinary action.

ARTICLE 21 DISMISSAL NOTICE

When the Employer closes an attraction (other than on a temporary basis, such as for refurbishment) and does not give an employee the option of transferring to another attraction or position with the Employer, such employee shall be entitled to the following notice and severance payments:

Regular Employees (Full-Time and Part-Time) with more than one (1) year and less than five (5) years of service shall receive one (1) weeks' notice of the closing of an attraction and a severance payment of two (2) weeks' salary.

Regular Employees (Full-Time and Part-Time) with more than five (5) years of service shall receive two (2) weeks' notice of the closing of an attraction and a severance payment of four (4) weeks' salary.

The severance payment shall be calculated based upon the average weekly salary earned by the employee in the month prior to the closing of the attraction.

In all other cases, the Employer will endeavor to provide as much notice as practicable but shall not be required to make any severance payment.

Employees who are discharged for just cause shall not be entitled to such notice or payment.

An employee wishing to resign shall be required to give the Employer equal notice, except by mutual agreement between the Employer and the employee.

Nothing in this provision shall be deemed to waive or modify Federal or State Plant or Facility Closure laws, such as WARN.

ARTICLE 22 SENIORITY

Seniority shall be defined as the total number of hours worked while in the bargaining unit from the date of hire (including premium hours calculated at straight time). A seniority roster shall be maintained for each department, job classification, or specific ride/attraction, ranking employees by order of seniority, as defined above.

- (a) All employees subject to this Agreement shall attain seniority with respect to layoff and rehire after completing four hundred eighty (480) hours of service. Upon attainment of such seniority, said employee shall not be laid off while employees with less seniority on the same seniority roster are retained, unless such proposed layoff out of seniority has been discussed with and agreed to by an authorized representative of the Union; the Union agrees that it will not unreasonably withhold its agreement in such cases of layoff. Only those employees with more than four hundred eighty (480) hours of service will be recalled for such employment period prior to new employees being hired.
- (b) When operation requirements necessitate a reduction in staff, employees with more than four hundred eighty (480) hours of service, shall be entitled to sign up on a training register, in order of seniority. Employees on a training register shall be given first consideration in filling the next vacancy, provided the Employer reasonably believes that: (1) the employee is qualified for such vacancy (including such qualifications as attendance, attitude, and competency); and (2) placing the employee in the vacancy is justified by operational considerations (as determined by the Employer in its sole discretion). Employees on a training register shall also be given first consideration for placement in the next training session being held for a position in another job classification, provided the Employer reasonably believes that the employee is qualified for such training (including such qualifications as attendance, attitude, and competency). The Employer may utilize the training register to fill replacement and added shifts.
- (c) If an employee is laid off prior to acceptance into the Union in accordance with the provisions of Article 4, and is rehired within nine (9) months, the employee shall retain any prior seniority acquired.
- (d) Among employees on a Seniority Roster, hours worked shall be scheduled in accordance with Article 17(c). For purposes of this Article and Article 17(c), seniority is defined as the total hours worked (with overtime and premium hours being calculated at straight time) through the previous payroll week (or, in the case of shift bidding, shift-bidding period), providing the more senior employee, within the appropriate personnel classification per Article 17(c) is qualified. Shift-bidding periods shall be for no less than two (2) weeks' and no greater than three (3) months' duration, although the Parties may agree to a longer shift-bidding period as they gain experience with the procedure. The provisions of this paragraph shall not apply when an employee restricts their availability. In the event an employee requests a schedule change that will result in premium pay mandated by State or federal law, management may deny such request. In the event an employee requests a schedule change that will result in premium pay under this agreement (but not per State or federal law), the Employer shall not be required to pay such contractual premium pay.

- (e) Seniority shall be broken by: (1) discharge for just cause; (2) layoff or resignation for a period of more than nine (9) months; or (3) unauthorized leave of absence.
- (f) Any employee wishing to be considered for assignment to work shifts for special parties must advise the Employer in writing of their desire to work. Seniority, per Articles 17(c) and 20, will be considered in the assignment of shifts for special parties. However, the final assignment of the shifts will be at the discretion of the Employer.
- (g) Employees on pregnancy leave, sick leave, medical leave (including workers' compensation or disability leave), or family leave, shall receive seniority credit for each week of the leave, up to a maximum of allowable leave under California, local or federal law, and provided that they meet the conditions to be eligible for leave under California, local or federal law (The California Family Rights Act and/or the federal Family and Medical Leave Act or other applicable federal, state, or local law). Weekly seniority credit during such a leave shall be calculated by averaging the weekly number of hours worked during the four weeks immediately preceding the start of the leave.

Example: An employee works 30 hours the fourth week before the leave, 25 hours the third week before the leave, 40 hours the second week before the leave, and 20 hours the week preceding the leave. The average of these hours is 28.75 hours per week ($30+25+40+20=115$; 115 hours divided by 4 weeks = 28.75 hours per week). Thus, the employee shall be credited 28.75 hours towards his/her seniority for each week of the approved leave up to the maximum as set forth above.

ARTICLE 23 PROMOTIONS AND TRANSFERS

- (a) Employees who have been offered and have accepted promotional positions in occupations outside the coverage of this Agreement shall retain all seniority which they had acquired prior to the time of such promotion for a period of one (1) year. Should the employee fail to qualify or opt to vacate such promotional position during the period set forth above, he/she shall have an opportunity to return to a similar position which he/she held previously if such position is available. Hours spent in any position outside the Union jurisdiction set forth in Article 3 (with the exception of the fifteen percent (15%) premium positions provided in Article 25(l)) shall not count toward seniority.
- (b) When an employee transfers to another classification or seniority roster covered hereunder, he/she shall be required to undergo an evaluation in such new position for a maximum period of four hundred eighty (480) hours (the "Evaluation Period"). Should the employee fail to qualify for the new position during the Evaluation Period, he/she shall have an opportunity to return to a similar position that he/she held previously, if such position is available. If no such position is available, the employee will have an opportunity to fill the first such position that he/she is qualified for that becomes available. If the employee qualifies for the position to which he/she has been transferred, the employee's total bargaining unit seniority will apply in the new classification or seniority roster after the completion of four hundred eighty (480) hours.
- (c) Employees cannot transfer more than once per year. After an employee transfers, he/she cannot transfer again for one year from the date he/she earned his/her four hundred eighty (480) hours in the transferred position.
- (d) When the employee transfers to another classification or seniority roster, his/her seniority will apply for purposes of determining the appropriate rate of pay and personnel status.
- (e) If an employee transfers to a new position in any department because his or her home attraction closes permanently or temporarily, or because his or her position is otherwise eliminated permanently or suspended temporarily, then the transferred employee will, immediately upon transfer, enjoy all benefits of total bargaining unit seniority in the position to which he or she has transferred. With that exception, the Evaluation Period will still apply. Nothing in this section shall in any way affect management's rights and sole discretion with respect to transfer decisions.

ARTICLE 24 MINIMUM CALL

- (a) For all Regular Full-Time Employees and Regular Part-Time Employees, as defined in Article 17 herein, the minimum daily guarantee shall be six (6) hours, exclusive of lunch breaks, except for employees regularly scheduled at least thirty (30) hours per week, unless the employee requests it. Scheduled shifts of less than six (6) hours, but not less than four (4) hours, are limited to: a) special events; b) closing shifts; c) students; d) employees who have provided their individual consent; and e) replacement shifts.
- (b) All minimum calls provided above are subject to the application of Article 32 WEATHER PERMIT AND "FORCE MAJEURE" CALLS.
- (c) Any employee who is required to attend a meeting outside of their scheduled shift, shall be paid a minimum two (2) hours at their regular rate. The Employer may use this two (2) hour minimum call for department meetings, classroom training not in the venue, or evaluations.

ARTICLE 25 HOURS OF WORK AND PREMIUM PAY

A work week for employees shall be forty (40) hours within five (5) consecutive days, with a maximum of eight (8) hours and a minimum of four (4) hours in any one (1) day. Employees' call time shall commence at the time they are required to perform services for the Employer.

Employees will not normally or customarily be required or permitted to take split days off, unless such split days off are at the request of the employee and such request does not unduly interfere with operating conditions, or unless such split days off are necessitated by abnormal operational requirements.

- (a) For all time worked in excess of eight (8) hours in any one (1) day, time and one-half (1.5x) shall be paid. When the Employer needs employees to work more than a scheduled shift, the Employer shall require employees to work extended shifts and/or mandatory overtime in inverse seniority, and shall reasonably accommodate employees' needs (e.g., child care issues, medical appointments, school schedules).
- (b) For all time worked in excess of forty (40) hours in any one (1) workweek, time and one-half (1.5x) per hour worked shall be paid.
- (c) For all time worked in excess of twelve (12) continuous hours in any one work day, double time (2x) per hour worked shall be paid.
- (d) Any employee required to continue employment by returning to work on the same work day shall be paid for all intervening hours (except for a forty-five (45) minute meal period) at the applicable rate of pay.

If an employee requests a schedule change, the employee must inform the supervisor that as a result of the schedule change, they will incur intervening hours pay in order to qualify for such pay.

- (e) The rest period following dismissal shall be ten (10) hours. An employee receiving less than ten (10) hours off between assignments shall be paid at the premium rate of time and one-half (1.5x) for such shift, unless such assignment is the result of a *bona fide* schedule change.

Employees are required to notify the Scheduling Department if they know their working overtime, a special event, or working in multiple rosters/positions (including but not limited to dual classification) will invade their ten (10) hour rest period. Such notification must be made at least forty-eight (48) hours before the "invading" shift, or, if assigned the shift with less than 48 hours, as soon as notified of the shift assignment. An employee who fails to provide such notification shall not be entitled to the premium rate provided above.

- (f) All employees that are required to work on the sixth (6th) consecutive day shall be paid at the rate of time and one-half (1.5x) their regular rate of pay for all hours worked on the sixth (6th) consecutive day in any seven (7) consecutive day period.
- (g) All employees required to work on their seventh (7th) day in any seven (7) consecutive day period shall be paid at the rate of two (2) times their regular rate of pay for all hours worked on the seventh (7th) day in any consecutive seven (7) day period. Any continuous consecutive day more than seven (7) shall continue to be paid at double time (2x) until at least one day off is granted. Premium pay shall not be paid when such work is the result of a bona fide schedule change.
- (h) The provisions of subparagraphs (f) and (g) shall not apply if the sixth (6th) consecutive day or the seventh (7th) consecutive day in a seven (7) day period is the result of a change in schedule because of (i) shift bidding; (ii) a request by the employee; (iii) a sick call by the employee and a later picking up of an additional shift; or (iv) failure to notify the Scheduling Department within 48 hours of a scheduled 6th or 7th day (or, if assigned the work with less than 48 hours, as soon as notified of the shift assignment), where the employee is working in multiple positions/rosters (including, but not limited to dual classification).
- (i) For all hours worked between the hours of 11:00 pm and 5:00 am, all covered employees will receive an additional ten percent (10%) premium over and above their regular rate of pay.
- (j) There shall be no compounding of premium pay. All overtime worked shall be computed in tenths (10^{ths}) of an hour.
- (k) Any employee who works in a higher/lower rated job shall be paid the higher rate for the hours worked in the higher/lower rated job according to their current base rate provided there is no change in job title.
- (l) Any employee who works in an area not included within the bargaining unit shall be paid a fifteen percent (15%) premium on their current hourly rate of pay for all hours worked in such capacity, provided such job is a higher wage rate job. All items and condition of this Agreement shall continue to be applicable to said employee, except for the following: seniority, assignment of hours, minimum calls, walking/changing time, overtime and premium pay (except that provisions regarding more than forty (40) hours in a week and more than eight (8) hours in a day shall apply). Further, discipline and discharge and grievance and arbitration provisions shall not apply to being selected for or removed from working in a non-bargaining unit position.
- (m) In the event that an employee is assigned to perform work in connection with a special event which is not related in any manner to Universal Studios Hollywood or is not held on Universal Studios Hollywood property, such employee shall be paid a rate of pay negotiated separately with the Union two (2) weeks prior to the event. Failure to negotiate a rate of pay two (2) weeks prior to the event will result in a fine of One Hundred Dollars (\$100) per employee who worked such event.
- (n) The Employer shall not reduce an employee's work schedule for the purpose of avoiding overtime.
- (o) Notwithstanding any other provisions of this Article, the Employer may, in its sole discretion, schedule an employee for four (4) days per week at ten (10) hours per day. In connection with such scheduling, the Employer's discretion extends to the ability to do so on an individual-by-individual basis and weekly basis. Working such a schedule shall be on a voluntary basis only and the Employer will offer such schedule in personnel classification and seniority order. Any employee who is assigned and works a schedule of four (4) days in a week, ten (10) hours per day, shall only be paid daily overtime for hours worked in excess of ten (10) in a day. Such shifts will only be offered to employees who meet the wage requirements pursuant to California Labor Code Section 514.

ARTICLE 26

LEADS

Should the Employer determine to utilize lead positions, the Employer shall adhere to the following procedure:

(a) Employees can be assigned to one of two lead positions:

(1) Regular Leads: Employees who regularly work as leads.

(2) Casual Leads: Employees who work as leads during the peak periods and when needed to replace or supplement Regular Leads.

(b) Any employee covered hereunder who is assigned by the Employer to perform the duties of a Regular Lead shall receive the hourly premium specified in Article 50: Wages, over and above the contractual wage rate for their classification, for the time spent as a Regular Lead.

(c) Any employee covered hereunder who is assigned by the Employer to perform the duties of a Casual Lead shall receive the hourly premium specified in Article 50: Wages, over and above the contractual wage rate for their classification, for the time spent as a Casual Lead. For the purposes of accrual and payment of vacation and sick pay only, Casual Leads who, at status check, have worked seven hundred and eighty (780) hours as a lead shall be considered for the next six (6) months as a Regular Lead pursuant to their status.

(d) In no event shall a lead (Regular or Casual) be paid the applicable lead rate for less than four (4) hours, once assigned.

(e) The duties of a lead (Regular or Casual) shall include, but not be limited to, carrying out the directions of the Employer in matters pertaining to its business, adhering to and administering the collective bargaining agreement as it applies to the lead position (*i.e.*, rest periods, meal breaks, walking/changing time, etc.), and the supervision of employees under their direction and control. No lead (Regular or Casual) shall be subject to fine, any form of discipline, or expulsion by the Union for any act in the performance of his/her duties as lead.

(f) Employees shall not be eligible to work as a Regular Lead until they have worked one hundred (100) hours with the Department.

There is no hour's requirement to work as a Casual Lead.

(h) If there are no qualified employees in a department interested in becoming a Regular Lead, the Employer will first determine if there are qualified employees in the Department who have not met the hours requirement, and if there are, may assign such employees to lead. If there are not, then the Employer may assign employees outside the Department to a Regular Lead position, even if such employees have not met the hours requirement set forth in the preceding paragraph. In such cases, if the employee is then removed from their Regular Lead position within a six (6) month period, the hours worked as a Regular Lead shall not count toward the employee's seniority.

(i) The Employer shall post available lead positions (Regular, Casual) for a period of seven (7) days prior to filling such positions. In emergency situations, the Employer may fill such position on a temporary basis until the seven-day posting period has been met.

(j) The Employer has the sole discretion in the assignment, scheduling and removal of employees from lead positions (Regular, Casual). The Employer shall evaluate employees in lead positions on the following Lead Competencies:

Lead by Example

- Acts as a role model for other Team Members

Respectful Workplace

- Ensures a productive and respectful workplace is maintained by resolving Team Member issues or escalating unresolvable issues to management
- Provides direction and sets clear expectations for the team to ensure work gets done

Lead Communication

- Effectively communicates important information to team in a timely manner

Coaching

- Listens to Team Members and provides feedback and assistance to help Team Members be successful in their jobs

Recognition

- Motivates and recognizes Team Members for their contributions

Lead Administrative Functions

- Completes required administrative functions accurately and in a timely manner

Should the Employer determine it needs to evaluate different competencies, it will meet and confer with the Union in advance of modifying those lead competencies.

- (k) The Employer may remove employees from such positions for failing to meet the Lead Competencies. An employee so removed from a lead position shall have access to the grievance procedure, up to but not including arbitration.
- (l) Assignment of hours for lead positions (Regular, Casual) is not subject to the seniority provisions as defined under Article 20 or the scheduling provisions of Article 17(c).
- (m) Regular leads shall be scheduled before Casual leads.
- (n) Assigning shifts to regular and casual lead shifts is based on management's determination of the business need such that there is no minimum requirement for scheduling regular leads and no maximum requirement for scheduling casual leads.

ARTICLE 27 REST AND MEAL PERIODS

The Parties acknowledge and agree that it is the Employer's policy and practice to conform to the requirements of State and federal law regarding meals and breaks. The following sets forth additional benefits than required by law and is not intended, nor should it be interpreted, to provide for less than is required by State or federal law.

- (a) All employees, except Guides scheduled at trams, shall receive a paid rest period of fifteen (15) minutes for every four (4) hours worked, or major portion thereof.
- (b) All employees shall be subject to the following schedule regarding meal breaks:
 - (i) For shifts of five (5) hours or less: No meal period.
 - (ii) For shifts over five (5) but less than seven (7) hours, the meal period shall be taken no earlier than one (1) hour and no later than the end of the fifth (5th) hour after the employee commences work for the day. For shifts over five (5) but less than seven (7) hours, the Employer will make reasonable efforts to schedule the meal period to occur no earlier than two (2) hours after the employee commences work for the day.
 - (iii) For shifts of seven (7) hours or more, the meal period shall be taken no earlier than two (2) hours and no later than the end of the fifth (5th) hour after the employee commences work for the day.
 - (iv) A meal period is unpaid and shall be no less than forty-five (45) minutes in length.

- (c) Guides scheduled at trams shall be granted a rest break of fifteen (15) minutes or a lunch break of not less than forty-five (45) minutes after the completion of each full tour which must last at least 40 minutes in duration beginning when the tram departs. If the Guide is not scheduled for a full tour (i.e., HHN, Special Events) then the break period for such Guide will be granted as close as practical to sixty (60) minutes after the tram departs. The lunch break shall be provided before the fifth (5th) hour of work but no sooner than two (2) hours after starting work. The rest breaks shall not be sooner than one (1) hour after starting work except as set out above. The number of rest breaks allowed to Guides scheduled at trams shall be four (4) for only those guides who complete six (6) full tours.

- (d) The contractual penalty for rest periods ("Contractual Rest Penalty") not granted within the above-mentioned time limits shall be paid to employees at the rate of a double (2x) time allowance at the current basic hourly rate for the break which was not granted. Such allowance shall be in addition to the compensation for work time.

Example: The employee will be paid the appropriate rate for time worked during the break period: e.g., straight-time, time and one-half, etc., in addition to which the employee will receive two (2x) times his straight-time hourly rate of pay for required length of the break.

The Employer shall pay either the Contractual Rest Penalty provided for herein or the applicable state mandated premium, whichever is greater.

- (e) The contractual penalty for delayed meal periods ("Contractual Meal Penalty") shall be paid to employees whose meal period was not granted within the above-mentioned time limits. Said penalty shall be at the rate of one-half (½) straight-time allowance at the scheduled current basic hourly rate for the length of the delay. Minimum allowance shall be one-half (½) hour and shall continue in one-half (½) hour units for the length of the delay. Such allowance shall be in addition to the compensation for work time during the delay.

Example: The employee will be paid the appropriate rate for time worked during the meal period: e.g., straight-time and one-half, etc., in addition to which the employee will receive one-half (½) hour of pay at his straight-time hourly rate of pay for each hour that the meal period is delayed.

The Employer shall pay either the Contractual Meal Penalty provided for herein or the applicable State mandated premium, whichever is greater.

- (f) Employees who are about to incur a rest period or meal period penalty are required to notify their immediate supervisor of the anticipated penalty at least fifteen (15) minutes prior to the occurrence of the penalty, at which time said penalty will be authorized or the employee will be provided with the required rest period or meal period.

If an employee is assigned to a location which prevents them from notifying their supervisor within fifteen (15) minutes before a break or meal penalty is incurred, the employee must notify his/her supervisor as soon as possible.

If an employee fails to notify as required above, and if the Contractual Rest or Meal Penalty is greater than the State-mandated premium, the Employer shall pay only the State-mandated premium.

If the forty-five (45) minutes lunch break is interrupted by the Employer, the Contractual Meal Penalty, as provided above, shall be calculated from the beginning of the interrupted break until a full forty-five (45) minute lunch break commences or the employee is dismissed for the day, whichever first occurs.

- (g) All employees shall be subject to the following walking/changing times:
 - (i) Employees assigned to the 5511 Building shall receive twelve (12) minutes walking/changing time at the end of their shift.

- (iii) Employees assigned to the Upper Lot shall receive twenty-four (24) minutes of walking/changing time at the end of their shift.
- (iii) Employees assigned to the Lower Lot (Studio Center) or the Retail Warehouse shall receive thirty-six (36) minutes of walking/changing time at the end of their shift.
- (iv) Employees who are permitted to take their uniforms home or who are not issued uniforms shall receive twelve (12) minutes walking/changing time at the end of their shift.

The walking/changing time paid each working day is to compensate employees for any time the employee may be subject to the control of the Employer but not actually performing his or her duties, such as, but not limited to, walking to and from wardrobe to work stations and changing into and out of uniforms. Such walking/changing time shall count toward the employee's minimum call.

The Union acknowledges that it has bargained in good faith with the Employer concerning the amount of additional time such members are subject to the control of the Employer, and further acknowledges that the time paid pursuant to this Agreement equals or exceeds such time.

ARTICLE 28 SICK LEAVE

- (a) Regular Full-Time Employees and Regular Part-Time Employees, as defined in Article 17 herein, shall be eligible for and accrue sick leave benefits under the following formula:
 - (1) Regular Full-Time Employees shall receive four (4) sick days two (2) times per year based on the semi-annual status check, which days shall be available for use on the first day of the month following the semi-annual status check (*i.e.*, March 1 and September 1).
 - (2) Regular Part-Time Employees shall receive two (2) sick days two (2) times per year based on the semi-annual status check, which days shall be available for use on the first day of the month following the semi-annual status check (*i.e.*, March 1 and September 1).
 - (3) Casual Employees and probationary employees are not eligible for sick days, under this Collective Bargaining Agreement, but may be eligible under CA Labor Code 246.
 - (4) Sick leave allotment for Regular Full Time and Regular Part Time employees shall be pro-rated in any instance where an employee was on a leave of absence during the accrual period.
- (b) In order to receive sick-leave pay, employees must notify the Employer not later than two (2) hours prior to their scheduled shift. The Employer may request that an employee furnish a licensed medical practitioner's written statement. If an employee wants to apply sick leave payment to personal time off, then such employee must give the Employer seventy-two (72) hours' notice.
- (c) Sick days shall be paid based on the scheduled hours for the day and shall be paid no later than the payday following the pay period in which the sick leave was claimed.
- (d) Unused sick days from the first semester may be carried over to the second semester and used until February 28/29 of the following year. The Employer shall pay out one hundred percent (100%) of the unused sick days accrued under this Collective Bargaining Agreement, over the previous year, on or about March 16th of the following year, pursuant to the following formula:
 - (1) Regular Full-Time Employees shall receive eight (8) hours' pay per unused sick day.
 - (2) Regular Part-Time Employees shall receive pay based upon the average daily hours worked by the employees the previous calendar year, but not less than six (6) hours' pay per unused sick day.

- (e) Employees may not utilize paid sick leave on holidays and holiday weekends, unless the employee provides medical certification of an illness for the day in which the employee called in sick or presents proof of extenuating circumstances causing the absence, except as prohibited by law. If no medical certification is provided and there are no extenuating circumstances, the employee will not receive sick pay and will be issued points pursuant to the Attendance Policy. For the purpose of this Article, "holiday weekends" shall be defined as Saturday, Sunday and the day the holiday is observed (government/bank observance) except for Independence Day, Thanksgiving, Christmas and New Year's Day. For Thanksgiving, the holiday weekend shall be Thanksgiving Day, Friday, Saturday and Sunday. Independence Day, Christmas Day and New Year's Day will be as follows: If the holiday falls on a Tuesday, the holiday weekend shall be the previous Saturday through that Tuesday. If the holiday falls on a Wednesday, only the day of the holiday will be considered the holiday weekend. If the holiday falls on a Thursday, the holiday weekend shall be Thursday through the following Sunday.
- (f) Any employee absent more than eight (8) days may be asked for a licensed medical practitioner's release prior to returning to work. Failure to supply such a release upon request may result in suspension or termination.

ARTICLE 29 LEAVE OF ABSENCE

A leave of absence is an approved absence of five (5) or more consecutive working days. Any Regular Full-Time Employee or Regular Part-Time Employee is eligible to apply for a leave of absence and, in the sole and absolute discretion of the Employer, may be granted leave without pay for a limited period of time. Such leave requests must be made two (2) weeks in advance of the time the employee wishes to commence such leave. The leave request will be made in writing to the Employer designated leave of absence administrator for approval. The two-week notice may be waived in cases of extreme emergency, as determined by the Employer.

- a) In the case of illness or injury, all accrued sick leave must be utilized before a leave of absence is approved. The Employer may request certification from the employee's licensed medical practitioner prior to granting or extending leaves of absence. The certification should state the cause and expected duration of the disability. Surgery, hospital confinement, communicable diseases, broken or dislocated bones are all legitimate reasons for a leave of absence. When an employee is ready to return to work, a licensed medical practitioner's release form must be secured and taken to the Employer designated leave of absence administrator.
- (b) In view of the circumstances where an employee may participate in a motion picture, television or theatrical production, the Employer agrees to cooperate as much as possible in granting an employee the time to participate in such activities. Time off may be granted during peak seasons (i.e., Easter, Summer, HHN and/or Christmas) based upon the operational requirements of the Employer. Professional leaves of absence must be submitted in writing and require the approval of the department manager and the Human Resources Department and are limited to ninety (90) days in duration. During such approved absences, employees will not lose their existing rate of pay, status or other contractual provisions upon their return. The Employer shall consider requests on a case-by-case basis and shall make all determinations for such requests. Any such time off shall be unpaid.
- (c) Personal leaves of absence require the approval of the department head and are limited to thirty (30) days.
- (e) A leave of absence for educational purposes may be granted administratively.

ARTICLE 30 VACATION

Vacation time shall be earned annually, in February of each year based on personnel classification as outlined below and may be taken starting March 1st through February 28th/29th of the following year. Vacation time that is not exhausted as of February 28th/29th of the following year, may be carried over (see Schedule A - Vacation Accrual). When vacation time is carried over, employees continue to accrue vacation time as normal until the maximum limits are reached. Once an employee reaches the maximum limits, the employee will no longer accrue vacation time until all or part of the accrued vacation time is used, and it is again below the maximum.

- (a) All Regular Full-Time Employees, as defined in Article 17 herein, shall receive two (2) weeks paid vacation at the then current rate of pay. All Regular Full-Time Employees shall be eligible for vacation on March 1st, based on the February status check in accordance with Schedule A - Vacation Accrual.
- (b) All Regular Part-Time Employees as defined in Article 17 herein, shall be eligible for vacation on March 1st, based on the February status check. Such vacation shall be taken in one of two ways:
 - 1. Four percent (4%) of their straight time hours and the equivalent time off as paid vacation at their current rate of pay.
 - 2. Four percent (4%) of their straight time hours and a two (2) week period as time off.

Such selection will require the prior approval of management.

- (c) The amount of vacation earned in a year shall be pro-rated as follows: If an employee is on an approved leave of absence (except for a professional leave of absence) for thirty (30) days or less, then there shall be no proration of vacation. If an employee is on a professional leave of absence, vacation shall be prorated based on the percentage of the year the employee was not on a leave of absence. If an employee is on an approved leave of absence lasting more than thirty (30) days, then vacation shall be prorated based on the percentage of the year the employee was not on a leave of absence plus thirty (30) days.
- (d) After five (5) years of continuous service all Regular Full-Time Employees shall receive three (3) weeks' vacation and shall receive for each year thereafter three (3) weeks' vacation.
- (e) After five (5) years of continuous service all Regular Part-Time Employees shall take vacation, and for each year thereafter, in one of two ways. Such selection will require the prior approval of management.
 - 1. Six percent (6%) of their straight time hours and the equivalent time off as paid vacation at their current rate of pay.
 - 2. Six percent (6%) of their straight time hours and a three (3) week period as time off.
- (f) Employees may take available earned vacation in increments of one (1) or more days, subject to management's approval of the time off. Vacation requests must be made in writing and pursuant to departmental (non-peak) and contractual (peak – subparagraph k) requirements. The Scheduling Department will approve or deny all vacation requests, in writing. The Employer maintains the sole discretion of whether or not to grant vacation, based on the Employer's assessment of the business need. Vacation requests will be granted on a first-come-first-served basis, subject to subparagraph (k) below. For vacation requests that are denied, in writing, because it is too soon for the Scheduling Department to determine, it will be up to the individual employee to resubmit a vacation request if he/she so chooses.
- (g) In the tenth (10th) year of continuous service only, all Regular Full-Time Employees shall receive as a bonus one (1) additional weeks' vacation, which in that year only, will provide four (4) weeks of vacation. Thereafter, such employees shall return to the vacation periods provided above.

- (h) In the tenth (10th) year of continuous service only, all Regular Part-Time Employees shall receive as a bonus an additional percentage of their straight time hours in one of two ways. Such selection will require the prior approval of management. Thereafter, such employees shall return to the vacation periods provided above.
1. Eight percent (8%) of their straight time hours and the equivalent time off as paid vacation at their current rate of pay.
 2. Eight percent (8%) of their straight time hours and a four (4) week period as time off.
- (i) After the fifteenth (15th) year of continuous service, all Regular Full-Time Employees shall receive four (4) weeks paid vacation at the then current rate of pay and shall receive four (4) weeks' vacation each year thereafter.
- (j) Should a holiday fall on a day that an employee would normally be scheduled to work during the employee's vacation, the employee will be granted an extra day off with pay. This shall only apply when the holiday falls on a vacation where the vacation taken was for, at least, three consecutive days.
- (k) Any employee wishing to take vacation during a peak season must submit a vacation request form within the timelines set forth below. The Scheduling Department shall respond by the corresponding date. If the Scheduling Department does not respond to an employee by the corresponding date, the vacation request will be deemed granted. All employees must submit their request to take vacation time for a peak period as follows:
- Spring Peak: Employee requests must be submitted by January 15th; Scheduling to respond by February 15th.
 - Summer Peak: Employee requests must be submitted by April 1st; Employer to respond by May 1st.
 - Christmas Peak: Employee requests must be submitted by October 1st; Scheduling to respond by November 1st.

If too many employees request vacation during a particular peak, time off granted, if any, shall be granted in accordance with seniority. Employees granted time off during a peak period must utilize accrued vacation during such time off.

ARTICLE 31 HOLIDAYS

The following are recognized holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day After Thanksgiving Day
Christmas Day

Any employee required to work on a recognized holiday shall be paid at the rate of double (2x) time their regular rate of pay for all hours worked provided they have worked their regularly scheduled day before and after the holiday, unless otherwise excused by their supervisor. Any employee scheduled or requested to work a sixth (6th) consecutive day on a recognized holiday shall be paid at a rate of two-and-a-half times (2½x) their regular rate of pay for all hours worked.

All Regular Full-Time Employees or Regular Part-Time Employees, as defined in Article 17, normally scheduled to work on days on which recognized holidays fall, shall receive full pay for such holiday if the Tour remains closed. "Normally scheduled" for the purpose of this paragraph shall be defined as

employees who work six (6) out of eight (8) weeks on the weekday the holiday falls prior to the holiday." Holiday pay shall be paid based upon the average daily hours worked by the employee, on the weekday that the holiday falls, six out of eight previous weeks prior to the holiday. Employees who take vacation, on the weekday the holiday falls, within the eight-week period prior to the holiday, shall be credited for one-week. (i.e. – If an employee takes vacation one Thursday out the eight weeks before Thanksgiving, then the employee need only work five (5) of the eight (8) Thursdays before Thanksgiving to be paid for Thanksgiving under this provision).

Any employee who works on a seventh (7th) consecutive day which happens to fall on a recognized holiday shall be paid two-and-one-half (2½x) times their regular rate of pay for all hours worked.

ARTICLE 32 WEATHER PERMIT AND "FORCE MAJEURE" CALLS

- (a) In the event of inclement weather, which is defined as an act of nature, all Regular Full-Time Employees and Regular Part-Time Employees, as defined in Article 17 herein, who call in before their scheduled work time and are told not to report due to inclement weather shall be paid fifty percent (50%) of their scheduled shift for that day.
- (b) The Employer will attempt to contact all scheduled employees and instruct them not to report to work due to inclement weather. All Regular Full-Time Employees and Regular Part-Time Employees, as defined in Article 17 herein, who are contacted and instructed not to report to work shall be paid for fifty percent (50%) of their scheduled shift for that day.
- (c) Employees reporting for work but not put to work shall be paid fifty percent (50%) of their scheduled shift. If put to work and employed for less than four (4) hours, the employee will be paid for a minimum of four (4) hours. If the employee works in excess of four (4) hours, they will be paid for a full shift as scheduled.
- (d) Employees who are notified at least ten (10) hours in advance of their scheduled shift not to report to work because of inclement weather shall not be paid consistent with the above. The Employer must notify an employee at least ten (10) hours in advance of any shift change.
- (e) If, due to mechanical difficulty or utility shut-off, Steam Cleaners and Hosers are told not to report to work, they will be paid in accordance with Article 32(a).
- (f) In the event the Employer needs to cancel or change a shift with less than ten (10) hours' notice, due to "force majeure", the Employer will attempt to immediately contact all scheduled employees and instruct them not to report to work. Those who are contacted and instructed not to report to work shall not be paid. Those who are not contacted and report to work and are then sent home, shall be paid a minimum of two (2) hours. "Force majeure" shall mean an event or circumstance that causes the Employer to be unable to open or operate the Park or part of the park (in which case a force majeure will excuse the closure only of that part), where such event or circumstance is outside the practicable control of the Employer, and where the effects of such event or circumstance cannot practicably be stopped or mitigated by the Employer in time to open and operate, and where such effects (or the event or circumstance itself) could not have been prevented by the Employer in the reasonable exercise of diligence. Here are examples of such events or circumstances (but only where such causes the Employer to be unable to open or operate, and subject to the other terms as stated above): fire, chemical or radioactive contamination, earthquakes, lightning, storms, floods, sinkhole, gas leak, electrical hazard, epidemic, acts of terrorism or other extreme violence, riot, sabotage, or like event or circumstance.

ARTICLE 33 BEREAVEMENT

- (a) In the case of a death in the immediate family, Regular Full-Time Employees and Regular Part-Time Employees otherwise scheduled to work shall be entitled to time off with straight time pay as follows:
 - (1) Full-Time Employees: Three (3) consecutive scheduled work days. Employees required to travel outside the Southern California area to attend a funeral shall, upon request, be entitled to two (2) additional consecutive scheduled work days' leave with pay to assure proper travel time to attend the funeral.
 - (2) Part-Time Employees: One (1) scheduled work day. Employees required to travel outside the Southern California Area to attend a funeral shall, upon request, be entitled to two (2) additional consecutive scheduled work days' leave with pay to assure proper travel time to attend the funeral.
- (b) For purposes of this Article, the "Southern California Area" shall be defined as including the following counties:

Los Angeles, Riverside, San Bernardino, Orange, San Diego, Ventura, and Imperial.
- (c) Pay shall be calculated at an employee's then-current rate of pay, based upon the days and hours the employee would have been scheduled to work but for the death.
- (d) "Immediate family" shall be limited to a father, mother, spouse, sister, brother, children, grandchildren, grandparents, parents-in-law, siblings-in-law, stepparents and stepchildren of the employee.
- (e) The Employer may make reasonable efforts to inquire about or establish proof of death and/or relationship but shall not do so routinely. The Employer shall allow the employee a reasonable time period in which to establish such proof, taking into account the country in which the death occurred.
- (f) If same sex marriage is prohibited by law in the future in California, then the Parties agree to revert to provision of coverage for a "spousal equivalent" as required by Employer benefits plans at such time.
- (g) Casual Employees shall be entitled to the same leave of absence period as Part-Time employees without any monetary compensation. The Employer shall reasonably accommodate requests from all employees, whether Full-Time, Part-Time or Casual, for a longer unpaid leave of absence for bereavement purposes.

ARTICLE 34 MEDICAL/DENTAL/VISION/LIFE INSURANCE

- (a) Universal Studios Inc. group insurance plan ("USH Plan"), which includes medical, dental, vision and life insurance, is available through Universal Studios Hollywood for Regular Full-Time Employees and Regular Part-Time Employees who meet the eligibility criteria set forth below in subparagraph (b). This is an employee option. The Employer will pay approximately sixty percent (60%) of the premium for the above insurance and the employee will pay forty percent (40%).
- (b) The Employer determines eligibility for the USH Plan at the same time it determines personnel classifications under Article 17(a), two times per year (in February and in August).

In order to be eligible, Regular Full-Time Employees and Regular Part-Time Employees must work an average of twenty-five (25) hours per week (total of 650 hours) over the course of the twenty-six (26) payroll weeks preceding the status check. Except that Regular employees hired before July 17, 1994 must work a minimum of eighteen (18) hours per week in order to

qualify for health insurance benefits as defined in Article 34 of the Agreement dated January 16, 1989 thru January 15, 1992.

An employee will no longer be eligible for health benefits if, at the time of the status check, the employee did not work the requisite hours during the calculating period as set forth above, unless the employee maintained "open availability" (as defined in Article 17 of six (6) days per week during the entire calculating 26-week period, in which case, the employee shall maintain health insurance eligibility.

- (c) The Employer shall offer enrollment in said USH Plan, to eligible employees. Should such eligible employee opt not to enroll within the first thirty-one (31) calendar days of eligibility, they will not be eligible for enrollment any time thereafter, except as provided for in (e) and (f) below.
- (d) In cases where employees, when hired, are covered as dependents under their parents' or guardians' plan and later become ineligible for coverage under parents' or guardians' plan, they may, if they meet the eligibility requirement stated above, have the option to enroll in the USH Plan provided they elect to do so within thirty-one (31) days from the date they are no longer covered under parents' or guardians' plan. Should such eligible employee opt not to enroll within thirty-one (31) days, they will not be eligible for enrollment any time thereafter.
- (e) The Employer will, subject to the dictates of the USH Plan, offer open enrollment to eligible employees on an annual basis. Seasonal employees who became Regular Full-Time Employees or Regular Part-Time Employees and have not been aware that they are, in fact, working the required number of hours for regular status and have allowed their eligibility period to expire will be eligible to take advantage of the open enrollment.
- (f) In the event the insurance carrier offers a blanket open enrollment period, any eligible employee will be eligible to enroll at that time, specifically those employees who have chosen not to enroll under (c) and (d) above.
- (g) The Employer will avoid scheduling which will cause otherwise eligible employees to be ineligible for the USH Plan.
- (h) Notwithstanding any other provision of this Agreement, if the Employer wishes to alter its health benefits eligibility in connection with compliance with the Affordable Care Act or other applicable law, and proposes to the Union any alteration in the eligibility set out herein, then the Employer will provide notice to the Union of such proposal(s). If the proposed change makes it more difficult to achieve or maintain health benefits, then, within fifteen (15) days after receipt of said notice, the Union may notify the Employer that the contract has been re-opened with respect to health benefits eligibility and either party shall have the right to all lawful economic recourse notwithstanding the provisions of Article 12 or any other provision. In the event a strike or a lockout ensues as a result of said re-opener, then for the period of the strike and/or lockout, this Agreement shall be treated as having terminated in its entirety. At the end of said strike and/or lockout and upon agreement and ratification of new terms, all other terms of this Agreement shall be reinstated exactly as they existed prior to said strike and/or lockout.

ARTICLE 35 SCHEDULES AND PAYROLL

- (a) The Employer shall post work schedules by 5:00 p.m. each Friday unless such deadline is rendered impossible by an unpreventable event or circumstance. In such a case, the Employer shall notify the Union.
- (b) If the schedule is posted on Saturday by 12:00 noon, and if an employee has been scheduled for Sunday but has a conflict, he/she must notify management and the Scheduling Department on Saturday and as soon as possible that he/she will not be able to report to work so that management may make efforts to replace the shift, in which case the absence will be excused. There shall be no seniority violations for an employee who is replaced as a result of an employee reporting that he/she was unable to report to work on Sunday.

If the schedule is posted after 12:00 noon on Saturday, the Employer will refer to the scheduling pool list. If the employee is reached, and has no conflict, and the Sunday shift confirmed, the attendance policy shall apply to the Sunday shift.

- (c) The Employer shall post online with as much notice as possible, but not less than twenty-four (24) hours' notice of a shift cancellation and no less than ten (10) hours' notice of a shift change. The Employer shall also reasonably accommodate any conflicts caused by such shift changes, *e.g.*, childcare issues, medical appointments, etc.
- (d) All employees' paychecks shall be distributed no later than six (6) days after the payroll period ends. In the event of a payroll discrepancy of fifteen dollars (\$15) or more, due to Employer error, and upon written request of the employee made to the designated department, USH will issue a check for the correction within seven (7) days after the written request is made. If a check is not issued within that timeframe, a penalty equal to five percent (5%) of the amount owed shall apply for every day of delay after the written request is made. In the event of a payroll discrepancy of less than fifteen dollars (\$15), due to Employer error, the correction will be processed in the normal course for the next regular paycheck following written notification to the designated department.
- (e) The payroll period shall be from 12:01 a.m. Sunday to midnight Saturday. However, upon one month's notice to the Union, the Employer has the right to change the workweek/payroll period as long as all employees are paid weekly pursuant to current practices.
- (f) In the event that the Employer determines it necessary to change an employee's timekeeping records regarding hours of work or rates of pay, the Employer will notify the employee of such change. In the event that an employee's timekeeping record is unable to be processed due to the employee's errors, it will not be submitted for processing until the employee meets with the Employer representative to correct the problem(s).
- (g) If an error is made in an employee's time record which results in an inaccurate pay to be issued to the employee, the Employer is entitled to a refund of such money. The employee may be requested to submit the proper documentation to adjust the error in their pay or otherwise make reasonable arrangements to refund the amount paid in error within a reasonable period, or may be subject to appropriate discipline. The Employer may work with the employee on a repayment plan if requested by the employee.
- (h) All employees shall be listed on Department schedules in order of personnel classification and seniority per Article 17(c). Seniority Rosters shall be posted for employee viewing in each Department.
- (i) Each department, job classification, or specific ride/attraction may bid schedules in each seniority roster not less than two weeks' or greater than three (3) months' in duration, although the Parties may agree to a longer shift-bidding period as they gain experience with the procedure. Employees shall be offered a bid for their schedule in order of personnel classification and seniority per Articles 17(c) and 22. All provisions regarding "Requesting Off" (or "R/O"), "Switching Shifts", Sick Time Requests, Vacation Requests, and any other scheduling provision shall apply regardless of bidded schedules.

Except for the Retail Department, any department that shift bids shall allow employees to bid for daily shifts and shall offer three (3) bidding employees per classification to select weekends off. The Retail Department may continue to offer weekly bid shifts and shall offer weekends off to one (1) bidding employee for three (3) out of five (5) Small Business Teams. If any department that decides to shift bid is not able to provide weekends off to three (3) bidding employees per classification, the Union agrees to meet and confer with the Employer, in good faith, to reach an agreed upon number of weekends off agreeable to both the Employer and the Union.

The Parties shall form a Shift-Bidding Subcommittee, comprised of three (3) employee/Union and three (3) Employer representatives, that will meet as necessary to evaluate the shift-bidding process and make recommendations as to improvements to such process. Such recommendations shall be incorporated into the collective bargaining agreement if mutually agreed by the Parties.

- (j) Lead shifts shall be assigned as set forth in Article 26.

ARTICLE 36 REST AREAS

All break areas shall be kept clean, orderly, well ventilated, with proper lighting and, generally, in a state appropriate for eating. A daily cleaning schedule will be established for break rooms and break areas. All break rooms and break areas will be adequately furnished, equipped and supplied.

It is understood that in order to comply with the above, the Employer and the employees equally share joint responsibility to preserve these facilities in the desired condition. Failure on the part of any of the Parties to do so will relieve the obligations of the other party hereunder.

The hours of operations of the Studio Grill (aka Take 5), Dinosaurus or any employee restaurant or eatery will continue to attempt to accommodate employees during all Theme Park operating hours. Nighttime employees shall be provided with adequate opportunity to purchase food and drink at discounted prices (which includes Employer vending machines).

The Employer shall provide adequate break space for all employees during their shift. The Employer will provide replacement break space as soon as possible whenever break space is lost.

ARTICLE 37 UNIFORMS

Should the Employer require employees to wear "uniforms," the Employer will either (i) provide and maintain an adequate supply of clean, repaired and properly fitting uniforms; or (ii) provide an adequate supply of repaired and properly fitting uniforms for the employees to maintain; however, the Employer will not unreasonably deny an employee or the Union's request to continue to have the Employer maintain the employee's uniform.

- (a) "Uniforms" means apparel and/or accessories of distinctive design or color. The Employer may also elect to instruct particular categories of employees what non-uniform clothing to wear, in which case employees are responsible for providing and maintaining such clothing.
- (b) Examples of the types of "non-uniform" clothing that the employees must provide and maintain include generic (non-brand) denim jeans and shirts, chinos (including khakis), generic polo shirts, sneakers, boots, T-shirts, button-down shirts (long or short-sleeved), all undergarments, and shorts.
- (c) All employees, upon employment, will be given a list of responsibilities regarding wardrobe policies. The Employer will post a list of uniform and costume replacement cost. Unless otherwise designated by the Employer, shoes and belts will not be considered part of the uniform or costume and, as such, will not be provided by the Employer.
- (d) The Employer will supply or specify and pay for maternity uniforms when necessary.
- (e) If an employee is sent home at the Employer's discretion because uniforms are not available, the Employer will pay one hundred percent (100%) of the employee's scheduled shift. If an employee is sent home because of his/her own failure to conform to the provisions of the Employer's Appearance Standards Policy, he/she will not be paid.

- (f) The Employer will make the necessary arrangements to access the wardrobe department for the purpose of addressing *bona fide* uniform needs in those circumstances requiring the replacement of a uniform or any portion thereof for scheduled working employees.
- (g) Upon receiving confirmation and approval from a manager in their respective department, employees in non-air-conditioned areas may unbutton the top button of their shirt or blouse and remove ties when the temperature reaches or exceeds ninety degrees (90).
- (h) Employees are required to comply with all wardrobe policies and procedures.
- (i) Effective 90 days after ratification, the Employer will provide an annual allowance of twenty-five (\$25.00) for non-slip shoes for all employees who are required to wear non-slip shoes, through an Employer designated vendor (such as Shoes for Crews) for all Regular status employees. Eligible employees may pay the difference through payroll deduction if such a process is provided by the vendor.

ARTICLE 38 STORAGE SPACE

- (a) The Employer shall provide suitable storage space for the safe keeping of employees' outer clothing during working hours. When the occupation requires a change of clothing, changing rooms or equivalent space shall be provided in order that employees may change their clothing in reasonable privacy and comfort. These rooms or spaces may be adjacent to but shall be separate from toilet rooms and shall be kept clean.
- (b) In the event the Employer deems it necessary to inspect an employee's storage space other than during pre-notified clear-out periods, the following personnel shall be present when such inspection occurs:
 - 1) the employee and/or a Union representative
 - 2) a member of management

In the event of a *bona fide* emergency, as determined by the Employer, the Union office must be notified prior to such inspection.

ARTICLE 39 JOB POSTINGS

Job vacancies for available V.I.P. Guides and other premium positions shall be posted within the department where the vacancy occurs for a period of no less than seven (7) calendar days. An employee assigned to the department where the vacancy occurs who wishes to be considered for such position must submit a written request to their department head prior to the expiration of the posting. The Employer will endeavor to consider all applicants for such vacancies. However, the assignment and designation for such positions shall be at the sole discretion of the Employer. The Employer will verbally advise an applicant of the reason for their rejection and, if requested by the applicant, in writing. These postings do not include Lead positions (Regular or Casual).

Notwithstanding the above paragraph, if unexpected changes in business conditions necessitate the immediate filling of a position, then the seven (7) calendar days posting period shall be waived and such vacancy may be filled temporarily until such time as a posting for a permanent replacement can be arranged.

Seasonal Supervisor work is expressly excluded from this Agreement per labor law and shall not be offered exclusively to Local B-192 members. The Employer will continue to post for Seasonal Supervisor positions.

ARTICLE 40 BULLETIN BOARDS

The Employer shall provide a locked, glass-covered bulletin board in the wardrobe area for the exclusive use of the Union for the posting of the following types of notices:

- (a) Notice of Union elections;
- (b) Notice of Union appointments and results of Union elections;
- (c) Notices of Union meetings; and
- (d) Such other notices as may be mutually agreed upon by the Union and the Employer.

In addition, the Employer and the Union shall share additional bulletin boards which are conspicuously placed in employee (non-guest) areas for the posting of notices of interest to the employees consistent with the above and such other information which will improve internal communications. The Employer will also provide locking boxes in all wardrobe areas.

ARTICLE 41 JOINT LABOR MANAGEMENT COMMITTEE

The Joint Labor Management Committee will meet quarterly, or as requested by either party to resolve contract or other workplace or relationship problems. In addition to its other functions, this Committee will absorb the functions of the former Safety Committee.

The Employer will notify the Union if any steps are taken to ensure the safety of a work place that is called into question due to either a natural disaster or other unforeseen changes in normal operating conditions. The notification will take place as soon as practical.

ARTICLE 42 PUBLICITY

By the nature of their employment with the Employer, employees may be photographed in the normal course of their work by guests or by the Employer for use in promotional material. However, when an employee participates in staged photography outside the scope of his/her regular employment, such employee shall receive a two-hundred-dollar (\$200.00) payment in addition to the employee's regular rate of pay. The existing side letter is hereby eliminated.

ARTICLE 43 THEME PARK TICKETS

Complimentary and discount Theme Park tickets shall be distributed per Employer policy, subject to change.

ARTICLE 44 EMPLOYEE SCREENINGS

Employees covered by this Agreement shall be eligible for Employer sponsored movie screenings which are open to all USH employees. The Employer will also endeavor to notify the employees with as much prior notice as possible for these screenings.

ARTICLE 45 EMPLOYEE TRANSPORTATION

When employees are not authorized to park in the regularly designated employees' parking area, the Employer will provide employee parking in a specified area(s) and will supply transportation to the employee entrance when said parking is not within reasonable walking distance.

An employee, who, for personal reasons, elects not to ride in a standby car which is being utilized to transport a guest may do so without concern; however, such choice will not entitle that employee to overtime pay, meal penalty, break penalty or any premium pay as a result of their choice. However, when such choice is due to a sick or injured person's presence in the standby or at the direction of the Employer, this will be considered work time.

ARTICLE 46 SUBSTANCE ABUSE

An employee who has an alcohol or drug abuse problem which interferes with job performance or attendance will be disciplined in accordance with normal disciplinary procedures. In such cases, before an employee is discharged or disciplinary action is taken, the Employer will give advance notice to the Union and will meet or confer with a Union representative. As part of those procedures or as an alternative thereto, such an employee may be referred to counseling through a qualified employee assistance program. Any employee who refuses to accept treatment through such a program or who is again disciplined or discharged pursuant to this section by the Employer for unsatisfactory job performance or other misconduct arising out of or resulting from drug or alcohol abuse shall not be entitled to have a second or subsequent disciplinary action(s) reviewed pursuant to the grievance and arbitration procedure, except as provided elsewhere in this Agreement. Notwithstanding the participation by any employee in an employee assistance program, the Employer and the Union recognize that each employee is and remains responsible for his/her own satisfactory job performance.

Should the Employer decide to implement drug-testing of applicants for safety-sensitive positions covered by this Agreement, the Employer shall give notice to the Union.

ARTICLE 47 RANDOM DRUG AND ALCOHOL TESTING PROGRAM FOR SAFETY-SENSITIVE RIDE OPERATIONS, STA AND SHOW CREW

- I. **Random Drug and Alcohol Testing Program for Safety-Sensitive Roles:** The Employer shall have the right to implement a Random Drug and Alcohol Testing Program for employees working in ride operations, STA and Show Crew. Employees working the position of Ride Operator¹, Studio Tour Ambassador and Show Crew shall be subject to such random testing. Such employee classifications shall be considered the "Testing Pool"².
- (a) This Random Drug and Alcohol Program shall not be implemented until at least six (6) months after the Employer announces its intention to implement the program, but in no event earlier than six months after the effective date of this Agreement.
 - (b) The Employer shall meet and confer with the Union at least ninety (90) days in advance of implementing such Random Drug and Alcohol Testing Program to discuss the procedure to be used. The Employer shall provide the most current list of employees occupying the roles outlined above. Employees subject to such random testing shall be given a sixty (60) day notification period of their risk of being tested.
 - (c) The Parties agree the Employer may, on a calendar year basis, conduct a number of tests equal to or less than ten percent (10%) of employees in the Testing Pool on a calendar year annual basis. If during any rolling twelve (12) month period, twenty-five (25) or more employees in the Testing Pool represented by IATSE B192 test positive pursuant to the thresholds of the Employer-conducted oral fluids test, then the Employer may begin conducting a number of tests equal to or less than twenty percent (20%) of the employees in the Testing Pool during the next calendar year.
 - The Employer may include in the Testing Pool, at its discretion and subject to discussions with the other unions, those employees considered to be within the Testing Pool covered under agreements with LiUNA! L724 and IBEW Local 40.
 - The Parties agree that the Employer will use only accepted and reliable procedures for oral fluid drug testing, which shall be the only drug testing methodology used for random drug tests. Alcohol may be tested via breathalyzer testing.

² Studio Guides may be added to the Testing Pool if during any rolling twelve (12) month period the Employer has issued fifteen (15) drug or alcohol related disciplines to employees in that classification.

- Should the oral fluid drug testing lead to a significant number of false positive or false negative tests within a twelve (12) month consecutive period, the Employer shall have the right to bargain with the union about the details of a new standardized urinalysis drug testing procedure, if the false test problem cannot be corrected within a reasonable time.
- (d) The Employer agrees when a Testing Pool employee tests positive under the Random Drug/Alcohol testing he/she will be given an opportunity to be assessed by the Employer's Employee Assistance Plan (EAP) to determine if a drug/alcohol treatment program is necessary.
1. Employee shall not be paid to attend such assessment and shall be placed on an unpaid leave of absence during this time. If treatment is determined by the EAP the employee must comply with the recommendations and successfully complete the treatment program as outlined by the EAP. Upon completion of the treatment program, then such employee shall be allowed to return to work promptly after release by the EAP and/or treatment center and a negative drug/alcohol test. If, however, an outpatient program is warranted, then return to work shall be the sooner of completion of program or certification by program that continued use is unlikely, and a negative drug/alcohol test. If no treatment program was recommended, then employee shall be allowed to return to work promptly after a negative drug/alcohol test. Such return-to-work test shall be a standard urinalysis test. Employee shall not be paid by the Employer during this time and will be considered on a leave of absence; however, at the discretion of the employee, he/she may use paid time off if available, to cover such absence. The EAP services are provided for by the Employer for the assessment; however, any treatment recommended will be at the employee's expense either through the employee's medical coverage or on their own.
 2. In addition, upon return to work the employee shall be subject to a Last Chance Agreement (LCA) which includes additional random testing outside the regular testing pool of up to once additional per month for up to one year. Such additional drug testing outside of the Testing Pool may be urinalysis drug testing and will be stated specifically in the LCA. Such employee shall also remain in the random Testing Pool for random oral fluids testing.
 3. If such employee is determined to be in violation for a second time by another positive test at any time during the term of the LCA, said employee may be subject to immediate termination. The definition of "positive test" shall use the levels set out in the Federal Register. An arbitrator shall have no authority to determine the level of or the appropriateness of the discipline issued but shall have authority to determine a claim of no positive second test and to award all appropriate remedies.
- (e) The Employer will keep the results of such testing as confidential as possible.

II. Drug-Related Discipline for other non-Testing Pool employees:

- Effective immediately upon ratification of this Agreement, employees who are not included above in the above Random Drug and Alcohol Testing pool who bring in paraphernalia to the work place may be subject first to a written warning; thereafter any violation of the same nature shall be subject to progressive discipline. Paraphernalia shall be defined as any item used for the ingestion of any controlled substances including but not limited to those containing THC such as marijuana but shall not include items used for ingestion of any non-THC containing controlled substance that is lawfully possessed or prescribed. Such employees shall not be required to be subjected to reasonable cause drug testing, unless there are other factors indicating current drug use.

- Effective immediately upon ratification of this Agreement, employees who are not included above in the above Random Drug and Alcohol Testing pool who bring in marijuana (not in violation of CA law) to the workplace shall be first issued a one-day suspension; thereafter violations of the same nature within a twenty-four (24) month period shall be subject to another suspension or termination at the discretion of management. Such employees may continue to be subject to reasonable suspicion drug testing and if found under the influence may be subject to appropriate discipline. Any other illegal drugs shall continue to be reviewed on a case-by-case nature, subject to termination, reasonable suspicion drug testing and just cause standards.

When the Employer implements the Random Drug and Alcohol Testing program it shall also begin using only oral fluid testing, and for alcohol, breathalyzer testing, for reasonable suspicion testing. Both prior to and after implementation of this random testing program, employees included in the language above in the Testing Pool shall continue to be subject to current policy regarding discipline and testing, including but not limited to the consequences of bringing paraphernalia, except that all paraphernalia shall be subject to the above definition effective immediately for all employees.

ARTICLE 48 JURY DUTY

Upon proof of jury duty service, the Employer will pay up to five (5) days of jury duty for any Regular Full-Time Employee (per Article 17) who is scheduled to work on the day called for jury duty service, provided the employee notifies the front office by 9:00 p.m. the day before the scheduled shift. The employee will be paid for the number of hours scheduled on the day missed.

When a Regular Full-Time Employee covered by this Agreement (per Article 17) is summoned to jury duty and makes application to the Human Resources Department, the Employer will furnish a letter to the appropriate entity informing them that Universal Studios Hollywood only reimburses for five (5) days of absence from work for purpose of jury selection and/or jury service for such employee.

When a Regular Part-Time Employee or Casual Employee covered by this Agreement (per Article 17) is summoned to jury duty and makes application to the Human Resources Department, the Employer will furnish a letter to the appropriate entity informing them that Universal Studios Hollywood does not reimburse such employee for absence from work for purpose of jury selection and/or jury service.

When an employee provides a *bona fide* document from a court for jury service verification and time served, the Employer shall credit the employee with hours for the jury duty service period for purposes of seniority, personnel classification, and benefits. The appropriate number of hours to be credited for jury service shall be based upon the average weekly hours worked by the employee over the previous six (6) months. Under no circumstances shall an employee be entitled to payment for such jury duty service hours, except as provided above for Regular Full-Time Employees.

ARTICLE 49 NBCU CAP 401(k) PLAN

Until such time as employees can participate in the NBCU CAP 401k plan, the Employer will agree to continue to contribute an amount equal to three percent (3%) of the eligible employee's earnings for straight-time hours worked into the IATSE Annuity Fund ("Fund").

Effective ninety (90) days from ratification or as soon as practical, the Employer will cease participation into the Fund and instead offer the NBCU CAP 401k plan to all employees covered by this Agreement on the same basis as other employees participating in that plan. The NBCU CAP 401k currently offers an Employer match up to 3.5% of the employee's contribution.

ARTICLE 50 WAGE SCHEDULES

Wage Schedules will be attached as Schedule B to the end of the Agreement.

Annual Increases

Employees shall receive the corresponding percentage increase or the then applicable rate as set forth in the wage charts.

Employees shall receive the greater of 3% or the applicable Wage Rate in the chart on January as stated below:

- *(greater of) Effective January 16, 2019 - 3%
- *(greater of) Effective January 31, 2020 - 3%
- *(greater of) Effective January 31, 2021 - 3%

Studio Guide Performance Increases

- In addition to the annual increases set forth above, Studio Guides are eligible for additional pay increases based on performance, effective July 15th of 2019, 2020, 2021, pursuant to the following guidelines:
 - To be eligible, Studio Guides must have worked as Studio Guides for one (1) year as of July 15th of the year in question.
 - Increases shall range from a minimum of \$0.15/hour to a maximum of \$1.00/hour based on the employee's performance. At least ninety percent (90%) of the then current eligible employees will receive an increase of at least \$0.15/hr.
 - An employee's performance rating shall include tour performance and off-tour performance (for example, attendance, availability, teamwork, compliance with SOPs, etc). If the evaluation criteria change the Employer will solicit input from Studio Guides, through the Union, regarding evaluation criteria, format and process and will consider such input. The Employer shall retain the sole discretion and authority to determine and establish the evaluation criteria, format and process, as well as the evaluation of each employee, and such shall not be subject to the grievance procedure, with the exception of a claim of unlawful discrimination or a claim that the Employer did not comply with its established evaluation procedure. Further, the Employer will incorporate VIP Tours into the evaluation process, as appropriate for the business and the VIP and Studio Tour programs. If the evaluation criteria changes, the Employer will solicit input from the VIP Guides, through the Union, regarding the evaluation criteria, format and process, but will retain sole discretion with respect to the criteria, format and process and the evaluation of each employee, and how the VIP Tour component is weighted and used for performance increases.

Lead Wage Rates

- Regular and Casual Leads will receive the following hourly premiums:
Leads (Regular and Casual): \$2.25

Better Terms and Conditions

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided. Provided also that the Employer at its discretion with or without Union consultation, may give any individual better conditions and terms than those herein provided. If the Employer agrees to pay an individual at an over-scale rate, the local Union office will be notified in writing.

ARTICLE 51 ACCOUNTING PERSONNEL

- (a) CENTRAL VAULT CASHIER

ARTICLE 52 ENTERTAINMENT PERSONNEL

- (a) PRODUCTION ASSISTANT
- (b) SHOW CONTROL (e.g., *WaterWorld*, *Universal's Animal Actors*, *Special Effects Stages*)
- (c) SHOW CREW
 - 1. Show Crew members who work with pyro shall be provided with 100% cotton shirts.
 - 2. Show Crew shall service existing and future shows in accordance with the design and operational needs as determined by the Employer; notwithstanding, Show Crew shall be utilized on all shows that require the same services provided by Show Crew on such existing shows as *WaterWorld*, regardless of the USH venue.
 - 3. The provision of safety gear shall be the sole responsibility of the Employer, i.e., gloves, harnesses, weight belts, etc. Replacement of these items as a result of loss or negligence by the employee shall be the responsibility of the employee. Replacement of these items as a result of use or wear shall be the responsibility of the Employer.
 - 4. Show Crew who are assigned by the Employer to train other Show Crew shall receive a premium of 15% on their current hourly rate, in accordance with Article 25 (k) – Hours of Work and Premium Pay – herein. As used herein, "training" does not include "shadowing."
 - 5. The Union agrees that in the event the Employer opens a new show in the park to which Show Crew are assigned, the Union will reasonably and in good faith confer with the Employer to establish criteria for Show Crew to be trained and assigned to work on the new show, which may include, but is not limited to, safety, attendance, job performance, skills and abilities required for the specific show.

ARTICLE 53 RETAIL PERSONNEL

- (a) SALES CLERK
 - 1. The minimum call for employees assigned to assist in store floor moves shall be six (6) hours.
- (b) WAREHOUSE CLERK

ARTICLE 54 OPERATIONS PERSONNEL

- (a) ADMISSIONS HOST
- (b) ATTRACTIONS HOST
- (c) GUEST RELATIONS
- (d) HOSER
- (e) MATRON/STEWARD
- (f) PARK SERVICES ATTENDANT/PATIO HOSTESS

(g) RIDE OPERATOR

1. It is the Employer's intention to rotate all Rider Operators throughout various positions in the attraction during the length of their shift and the Employer will make all reasonable efforts to implement within 1.5 hours rotations between positions, including Lead positions. The Parties agree that, in the event the Employer introduces a new ride or changes the configuration of a current ride which impacts the ability to rotate Ride Operators, the Parties will engage in meaningful discussions to address the issue.
2. Any person who is assigned to work at the computer terminal in the attractions will be given breaks to comply with applicable state law.

(h) SEAMSTRESS/ALTERATIONS

(i) STUDIO GUIDE

1. Foreign Guides are Studio Guides delivering a tour in a language other than English or Spanish.
2. Guides delivering a tour in a language other than English or Spanish shall be paid pursuant to the Foreign Guide rate.
3. The minimum call for a Spanish Guide or a Foreign Guide assigned to and/or delivering one (1) tour shall be four (4) hours.
4. The minimum call for a Spanish Guide or a Foreign Guide assigned to and/or delivering two (2) tours shall be six (6) hours.
5. English Guides assigned a shift of less than eight (8) hours shall be paid at a rate of straight time up to and including their fifth (5th) tour. Any additional tour(s) shall be paid at a rate of time and one-half (1½) for the length of the additional tour(s).
6. English Guides assigned a shift of eight (8) hours shall be paid at a rate of straight time up to and including their sixth (6th) tour. Any additional tour(s) shall be paid at a rate of time and one-half (1½) for the length of the additional tour(s).
7. A V.I.P. Studio Guide is a Studio Guide who has successfully completed V.I.P. Studio Guide Training. The minimum call for a V.I.P. Studio Guide assigned to and/or delivering a V.I.P. Tour is eight (8) hours. The minimum call for a V.I.P. Studio Guide assigned to and/or performing the duties of "Front Gate Enhancement" or distribution of flyers is four (4) hours. A V.I.P. Studio Guide assigned to and/or performing any of these duties shall be paid at the applicable V.I.P. rate.

(j) STUDIO TOUR AMBASSADOR

(k) TICKET SELLER

(l) WARDROBE ATTENDANT

1. Wardrobe employees assigned to and performing the work of a "seamstress/alternations" shall receive a one dollar (\$1.00) per hour premium or the Seamstress/Alternations rate for that day's shift, whichever is greater.

ARTICLE 55 PARKING PERSONNEL

It is the Employer's intention to rotate all Parking Personnel throughout various positions during the length of their shift. The Employer will rotate employees after rest and meal breaks.

- (a) PARKING LOT ATTENDANT
- (b) PARKING TOLL BOOTH ATTENDANT

ARTICLE 56 TEMPORARY EMPLOYEES

During the following peak periods – Christmas/New Year's, Spring Break and Halloween Horror Nights – when the Employer requires additional employees in Park Services, the Employer shall adhere to the following prescribed procedure prior to subcontracting covered work:

- (a) When the Employer requires additional employees during such peak period, the Employer shall first offer overtime shifts to those employees who regularly work in the area(s) in which the Employer requires assistance – however, the Employer need not be required to schedule these employees for more than twelve (12) hours in any one workday nor more than six (6) days per week.
- (b) If the Employer requires additional employees, the Employer may subcontract the required covered work without the need for further bargaining or negotiating with Local B-192.
- (c) The Employer must use good faith efforts to first cross train current employees.
- (d) The Employer may not subcontract the covered work for any period longer than the duration of the peak periods listed above, without discussing the reasons and rationale first with the Union.
- (e) The Employer, as a matter of preservation of work for bargaining unit employees who perform work under classifications set forth in this Agreement, agrees that as to bargaining unit work of a type which has not heretofore been subcontracted the Employer will subcontract such bargaining unit work to any other person, corporation, joint venture or entity only: (1) if the Employer first notifies the Union in writing of its intention to subcontract, and (2) the direct labor costs of the person, corporation, joint venture or entity who will perform such work under said subcontract are not less than the direct labor costs set forth in this Agreement, or any applicable side letters.
- (f) The Union shall not unreasonably deny a request to extend this provision to other departments or to special events.

ARTICLE 57 SUCCESSIONSHIP

This Agreement shall become binding on the Employer and all persons or entities who by reason of mergers, consolidations, reorganizations, sale, assignment or other transaction, shall succeed to, or become entitled to, all or a part of the business of Universal Studios Hollywood, in and limited to Los Angeles County, California. The Employer shall not execute any such transaction unless and until the Employer requires the acquiring person or entity to adopt and become a party to this Agreement, and to recognize the Union as the exclusive bargaining representative of the employees of the acquiring person or entity who will perform work that is within the current bargaining unit.

ARTICLE 58 PROFICIENCY TESTING

- (a) All employees covered by this Agreement who work in safety-sensitive positions (as designated by USH for the purposes of proficiency testing) may be required to take an annual basic-level proficiency examination covering their technical knowledge in the area(s) in which they work. All examinations will include only issues related to standard operating procedures and safety in their areas of responsibility. USH will provide training manual(s) to employees in advance of proficiency testing so that employees shall have adequate opportunity to study such manual(s).
- (b) The first proficiency test shall be a written test. If an employee fails the written test, USH shall counsel the employee on the areas that need improvement. The employee shall have three (3) weeks from such counseling in which to take a second proficiency examination, which shall be an oral test. If the employee fails the oral test, USH shall again counsel the employee on the areas that need improvement. The employee shall then have two (2) weeks from such counseling in which to take the final proficiency examination, which shall be a practical test.
- (c) If an employee fails the final (practical) proficiency examination, the employee shall be given the opportunity to transfer to an available non-safety sensitive position, for which they are qualified, in accordance with the provisions of this Agreement, including but not limited to seniority, training, and transfer.
- (d) From the time an employee fails the written examination until such time as the employee passes either the oral or practical examination, the employee shall be assigned to a position for which they are qualified in accordance with the provisions of this Agreement.
- (e) In addition to passing the proficiency examination, those employees working as Show Crew at attractions where pyrotechnics are utilized must also pass an evaluation related to the safe use, handling and storage of pyrotechnics. Such evaluation shall be based upon criteria formulated by Special Effects Technicians (SETs) in conjunction with USH management. Should a Show Crew employee receive an unsatisfactory evaluation, USH shall immediately remove such employee from any position at attractions utilizing pyrotechnics. Any employee so removed shall be given the transfer opportunity set forth in subparagraph (d), above.

ARTICLE 59 STATE/FEDERAL MANDATED MINIMUM WAGE INCREASES

There shall be no compounding or pyramiding of any state and/or federal mandated minimum wage increase (hereinafter "minimum wage rate") with any of the wage increases set forth in this Agreement.

ARTICLE 60 SKILLS-PREMIUM POSITIONS

- (a) The following is a list of the current positions requiring additional skills and the corresponding hourly premium for performance of such additional skills:

(1)	Carnival	\$0.50
(2)	Guest Services/Will Call	\$0.75
(3)	Matron/Steward (full-time in restrooms)	\$2.00
(4)	Retail Warehouse/Park Service Forklift ³	\$2.00
(5)	Park Attendant – Recycling	\$0.75

³ Park Services Forklift Operator is paid the premium rate for his/her entire shift in the following circumstances: (1) when assigned to a forklift shift; (2) if not assigned to a forklift shift, when operating the forklift for four or more hours in a day; or (3) if there is no forklift shift on a particular day, but an operator is called upon to operate the forklift for any period of time.

(6)	Park Attendant – V.I.P. Lounge	\$1.00
(7)	Guest Ambassador/Parking Animator	\$0.50
(8)	Show Crew – Handling Pyro	\$1.25
(9)	Show Crew Pyro Safety ⁴	\$3.00
(10)	SES Burn Safety	\$1.75
(11)	Steamer/Boat Cleaner Steamer	\$1.00
(12)	VIP Guide	\$3.50
(13)	Attraction Detailer	\$1.00
(14)	Valet Cashier	\$1.00
(15)	Building Attendant	\$1.00
(16)	Foreign Language ⁵	\$0.25
(17)	Booth Ticket Seller/Universal Box Office	\$2.00
(18)	Golden Booth Ticket Seller ⁶	\$5.00
(19)	Stroller/Rentals	\$0.50
(20)	Toll Booth Attendant	\$0.50
(21)	Main Gate/Studio Guide Master of Ceremony ⁷	\$0.75

- (b) The Union agrees that requests from the Employer for additional skills-premium positions will not be unreasonably denied.
- (c) Prior to assigning additional employees to such skills-premium positions, the Employer shall first post the position and the skills required, including but not limited to attitude, attendance, and disciplinary record. After considering all interested applicants and making its selection, the Employer shall assign hours to such selected employees in accordance with their classification seniority. Only selected employees are eligible for assignment to skills-premium positions. At an employee's request, the Employer shall advise such employee of the reasons he/she was not selected.
- (d) The Employer may remove an employee from a skills-premium position because of poor performance (including but not limited to attendance) and/or lack of ability.
- (e) Hours worked by employees assigned to skills-premium positions will accrue to both the skills-premium position seniority and their classification seniority. (As an example, if a Warehouse Clerk is selected for the Retail Warehouse Forklift position, all hours worked by such employee shall be credited to the Warehouse Clerk classification as well as the Retail Warehouse Forklift skills-premium position.)

(f) **Ticket Seller Premium Pay & Scheduling**

Ticket Sellers working in Ticket Booths and CAS stations, including wireless and extra CAS stations set-up to accommodate park attendance, shall receive either the Booth Ticket Seller Premium or the Golden Booth Ticket Seller premium described above in subparagraph (a). The Parties have agreed to the following process to determine who qualifies for the Golden Booth Ticket Seller premium, and to schedule these Ticket Sellers.

All regular Ticket Sellers will receive the premium rate (\$2.00 per hour) while selling tickets in Ticket Booths and CAS stations, including wireless and extra CAS stations set up to accommodate park attendance.

A report will be posted, which includes:

⁴ Premium rate listed includes premium for Show Crew – Handling Pyro (total is \$3.00/hr).

⁵ The foreign language premium is for only specially scheduled shifts that require the use of a foreign language skill and will not be paid to employees who are scheduled for regular shifts but may use a foreign language in the performance of their customary duties.

⁶ Premium rate listed includes premium for Booth Ticket Seller (total is \$5.00/hr).

⁷ VIP Guides are not eligible for this rate even when working as a Master of Ceremony at any location.

- (i) All qualified Ticket Sellers in order of their up-sale percentage rate;
- (ii) Ticket Seller ID number;
- (iii) Ticket Seller up-sale percentage rate;
- (iv) Cutoff line of the median employee;
- (v) Ratings will be set by being rounded to the nearest ½ percentage

Examples:

- a. A Ticket Seller with an up-sell percentage rate of 65.4% for the month would be at an up-sell percentage rate of 65.5%.
- b. A Ticket Seller with an up-sell percentage rate of 65.2% for the month would be at an up-sell percentage rate of 65.0%;
- (vi) If the median line falls between Ticket Sellers in the same up-sell percentage rate, Ticket Sellers with that rate will be considered at or above the median, up to a maximum of five. If the median line falls between Ticket Sellers in the same up-sell percentage rate, and if there are more than five Ticket Sellers in that rating, then ratings will be set based on the actual calculated number, calculated out to the hundredths of a percentage point, and will be ranked accordingly, and the top five will be considered at or above the median.

This report will be posted monthly and sent to the Union office every fourth (4) week of the month. All the Ticket Sellers who did not qualify with enough transactions for the month will be listed separately and will not affect the calculation of the median.

(g) Procedure to qualify for the Golden Rate:

- (i) When the Ticket Seller achieves an up-sell percentage rate at or above the median of the up-sale percentage rate of all qualified Ticket Sellers (see bullet points below) for one month, the Ticket Seller will start receiving the Golden Rate (\$3.00 per hour) in addition to the Booth Premium Rate (\$2.00 per hour).
- (ii) If the Ticket Seller's up-sell percentage rate should drop below that median for the month, the Ticket Seller will lose their Golden Rate and will have to re-qualify for it.
- (iii) The Ticket Seller must have met the threshold criteria to be considered in the above median group.
- (iv) All pay rate changes will be reflected in the following pay period after the fourth (4th) week of the month.

Ticket Sellers who have qualified for the Golden Rate may be scheduled based on the same performance standards as the Golden Rate.

(h) Variance Points:

- (i) Any Ticket Seller who has reached seven (7) variance points or more cannot qualify for the Golden Rate.
- (ii) Any Ticket Seller who has reached fourteen (14) variance points or more will be removed as a Ticket Seller and reassigned to another position in the guest service area. The employee may reapply for a Ticket Seller position after six (6) months. If accepted as a Ticket Seller, six (6) variance points will be removed from their previous total.
- (iii) The Employer may continue to institute incentive programs, at its discretion, and may change, alter or remove any such program at its discretion; however, any incentive program that the Employer may institute shall be open to all Ticket Sellers covered under this provision (Booths, CAS Stations, wireless).

ARTICLE 61 ATTENDANCE

We depend on our employees to read their work schedule and be at their work location ready to work at their scheduled time. Poor attendance harms guest service and creates a hardship for fellow employees. All employees should expect that the following guidelines on attendance will be strictly enforced.

I. ABSENCES

Employees who know that they will be absent for any reason must notify the Employer two (2) hours prior to their scheduled shift, unless circumstances are such that reporting timely was impossible (e.g., medical emergency; automobile accident, etc.). Employees may be absent from work as outlined in Article 26 Sick Leave.

- (a) **Unexcused absences:** If an employee is absent from work for a reason other than utilization of paid sick leave, or other approved leaves provided for in this Agreement or by law, such absence shall be considered an "unexcused absence" and in that event, the employee may incur discipline.
- (b) **No Call/No Show:** A "No Call/No Show (NC/NS)" shall be defined as an employee who does not call or report to work and shall be considered an unexcused absence, and in that event, the employee may incur discipline.
- (c) An absence is not considered "unexcused" if prior approval was granted by management, or an employee is utilizing FMLA, or other leaves provided for in the CBA or protected by State or Federal law. For example, Employees absent due to approved leave of absence, including leave of absence covered by the California Family Rights Act, The Family Medical Leave Act, and/or Pregnancy Disability Leave, the Healthy Workplaces, Healthy Families Act of 2014, funeral leave, military obligation, jury duty, child's school visitation, and work incurred illness/injury will not be subject to disciplinary action, upon compliance with Employer procedures for taking such time off.
- (d) **Attendance Point Accrual:**

<u>ABSENCES</u>	<u>POINTS</u>
(i) Employee is no call/no show.	5
(ii) Employee is absent and calls in prior to when the shift starts, but not in sufficient time to comply with departmental procedures.	2
(iii) Employee notifies the Employer he/she will be absent in compliance with the Departmental procedures for such notifications and has no sick leave available, or chooses not to use available sick leave, and the absence occurs on a weekend, Halloween Horror Nights Event Nights or holiday.	2
(iv) Employee notifies the Employer he/she will be absent in compliance with the Departmental procedures for such notifications and has no sick leave available, or chooses not to use available sick leave, and the absence does not occur on a weekend, Halloween Horror Nights Event Nights or holiday.	1
(v) Employee is sick and uses available sick leave to cover the entire absence from the shift and notifies the Employer of	0

the absence in compliance with the Departmental procedures for such notification.

- (vi) Employee leaves before the end of their shift, but works at least three quarters of their shift and is approved by a supervisor or manager. 0
- (vii) If employee is sick, non-work related, and leaves prior to three quarter of shift, or is unapproved 1

II. TARDIES

Employees are expected to be at work and ready to work at the start of their scheduled shift. Employees who know they will be tardy must make reasonable efforts to notify their department prior to their call time. Advance notice does not excuse the tardy and failure to make such reasonable efforts may result in progressive discipline.

- (a) **Unexcused Tardies:** Unless the tardy falls within an exception described below, if an employee is tardy to work, it shall be considered an "unexcused tardy" and in that event, the employee may incur discipline.
- (b) **Excused Tardies:** The Employer recognizes that there may be circumstances whereby an Employee is a few minutes late, therefore an employee may report to work late up to a maximum of 10 minutes no more than two times per calendar month without discipline.
- (c) In the event that there are public transportation failures, road closures, natural disasters, or traffic accidents that have caused extraordinary delay, the Employee will be responsible for communicating that to the Employer and providing verification, and in that event, the tardy shall not be considered as "unexcused."
- (d) **Pay when tardy:** Employees who report to work late shall be paid for time worked.
- (e) **Shift Replacement or Cancellation:** If an Employee has not reported to work within 30 minutes of the start of his/her shift, the Employer shall have the discretion to replace or cancel the shift at that time; however, if an employee calls before the 30 minutes has elapsed and indicates that they will not be more than one hour late from the original call time, the Employer will hold the shift until one hour after the start of the original call time. In either case, the tardy shall be considered "unexcused" unless the Employer excuses the tardy in its discretion and based on the circumstances.
- (f) **Attendance Point Accrual:**

<u>TARDIES</u>	<u>POINTS</u>
(i) Two (2) tardies/per month less up to a maximum of 10 minutes	0
(ii) Every tardy thereafter	1
(iii) Employee called (within departmental procedures) and is less than one (1) hour late.	1
(iv) Employee called or did not call and is less than two (2) hours late. Management may determine at its sole discretion whether to put the employee to work or send home without pay.	2
(v) Employee called or did not call and is more than two (2) hours late. Management may determine at its sole discretion whether to put the employee to work or send home without pay.	4

III. PROGRESSIVE DISCIPLINE FOR UNEXCUSED ABSENCES AND TARDIES

(a) DISCIPLINARY ACTION SCHEDULE:

(i)	Written Warning	5 pts
(ii)	Final Written Warning	7 pts
(iii)	Suspension - 1 day	9 pts
(iv)	Suspension - 5-day	13 pts
(v)	Termination	15 pts

(b) OTHER PROVISIONS

- (i) Subtract 1 point from total points if the employee does not accumulate any points through the corresponding date of the next month, or if there is no corresponding date, then 30 days after the start date, and has worked at least 4 shifts during the month.
- (ii) Employees who provide verifiable information that they were unable to comply with departmental notification procedures will not be subject to disciplinary action.
- (iii) Employees absent due to approved leave of absence, funeral leave, military obligation, jury duty, child's school visitation, work incurred illness/injury will not be subject to disciplinary action, or any other legally protected leave of absence, upon compliance with Employer procedures for taking such time off.
- (iv) Twice every twelve (12) months, every employee will be allowed to aggregate up five (5) days of absence due to illness as one absence, provided the necessity for the absence is verified by a medical certificate.
- (v) An employee who switches their shift pursuant to the Employer policy regarding replacement of shifts shall not receive any points.
- (vi) Probationary employees who accumulate seven (7) points shall fail their probationary period and thus, shall be terminated absent extenuating circumstances. In the event a probationary employee who has accumulated 7 points is not terminated, the Employer will notify the Union of the extenuating circumstances. Nothing herein shall affect the employee's probationary status under Article 21 or the Employer's treatment of probationary employees pursuant to Article 21.
- (vii) Exceptions may be made in the application of this Attendance Policy and Guidelines on a case-by-case basis, provided such exceptions are not arbitrary or capricious or the result of favoritism.

- (c) **Good Attendance Recognition:** The Employer recognizes the benefit of creating positive incentives for perfect attendance and will continue to work to develop programs for such incentives.

ARTICLE 62 CROSS TRAINING

The Parties agree to institute a process for cross-training in the Entertainment Department by which, over time, cross-trained employees on the Show Control and Production Assistant rosters will be able to use their seniority in both positions. The agreed-upon process is as follows:

1. Employer will agree to offer cross-training to eligible Show Control and Production Assistant employees before hiring new employees in positions. In order to be eligible for cross-training, the employee must meet all of the following criteria:

- a. Must have maintained open availability for the previous 3 months (unless management can accommodate)
 - b. Must have good standing
 - c. Must be meeting expectations in current position
 - d. No more than 7 attendance points at any time within the last 6 months
 - e. No more than a Final Written Warning for attendance or Written Warning for non-attendance infraction within the previous 12 months
2. Employees who meet the eligibility criteria, will be interviewed to specific job criteria.
3. Employees who meet the criteria and pass the interview will be offered cross-training in seniority order, except that when selecting among eligible employees for cross-training, preference will be given to employees who are scheduled for less than 5 days/week.
4. During cross-training, the employee will be paid the entry rate of pay for the position. Following the training, the employee will return to his/her regular rate.
5. Employees who pass the training will be considered probationary in the cross-trained position for the first 340 hours in that position.
6. In order to remain on the cross-training list, the cross-trained employee must have open availability for, at least, the 6 months following the training (unless management can accommodate restricted availability). If employee fails to meet this requirement, he/she will be removed from cross-training list and will be ineligible for cross-training for 18 months.
7. Employee may not refuse cross-trained shifts for another shift.
8. Scheduling of Work and Position Seniority:
Employees will have full seniority on all lists for which cross-trained and will be scheduled accordingly (by status first).

The Parties agree with combining the Show Control and Production Assistant rosters as set forth above.

The Parties further agreed to use the Labor Management Committee to identify cross-training opportunities, to work on the development of possible processes for cross-training, to review the cross-training process described above and to review cross-training issues for leads.

ARTICLE 63 DUAL CLASSIFICATION

The Union and the Employer agree that employees covered by this Agreement may also hold other positions with the Employer, which are subject to different collective bargaining agreements with different bargaining representatives (i.e. – unions) subject to terms and conditions set forth in the dual classification process side-letter agreed to by the Parties.

ARTICLE 64 ZIPPER CLAUSE

This Agreement is complete in writing and excludes all matters from further negotiation for the duration of this Agreement, whether or not previously mentioned, and except as specifically provided to the contrary herein. Further, this Agreement shall not be amended, changed altered or qualified except by an instrument in writing duly signed by the parties signatory hereto. This provision shall not affect, however, the existence or non-existence of any past practices between the Parties, or the applicability or non-applicability of arbitral doctrine regarding past practices.

ARTICLE 65 NEGOTIATIONS

During negotiations for the 2019-2022 Agreement, both Parties made proposals, which were later withdrawn. The Parties agree that neither the making of any proposal nor the subsequent withdrawal of that proposal shall be deemed to waive or in any way modify a party's position on the subject and both Parties shall be entitled to retain their respective positions on the topics. All side letters that continue with this Agreement are attached. Any other side letter is hereby expired.

IN WITNESS WHEREOF; the parties hereto, being fully authorized and qualified as representatives of Universal City Studios LLC dba Universal Studios Hollywood and Amusement Area Employees Union, Local B-192, I.A.T.S.E., do set their hands this **28th day of January 2019.**

AGREED FOR THE EMPLOYER

By:


 4-23-19
Eileen M. McNamara
Vice President, Labor Relations/Counsel
Universal Studios Hollywood

AGREED FOR THE UNION

By:

 4-23-19
Nicole Miller
President, Local B-192, I.A.T.S.E.

By:

 4.23.19
Kevin King
Business Agent, Local B-192, I.A.T.S.E.

SCHEDULE A - VACATION ACCRUAL

When vacation time is carried over, Employees continue to accrue vacation time as normal until the maximum limits are reached as set forth below.

	Annual Accrual	Maximum Accrual
Reg Full-Time with 1-4 yrs	10 days	20 days
Reg Full-Time with 5-14 yrs	15 days	30 days
Reg. Full-Time with 15+ yrs	20 days	40 days
Reg. Part-Time with 1-4 yrs	4% of straight time earnings	20 days
Reg. Part-Time with 5-9 yrs	6% of straight time earnings	30 days
Reg. Part-Time with 10 yrs	8% of straight time earnings	30 days
Reg. Part-Time with 11+ yrs	6% of straight time earnings	30 days

If a Regular Full-Time Employee is on a leave of absence during the year, the time absent may be pro-rated pursuant to Article 30(c). The pro-ration formula is as follows: Take the number of days the employee was not on leave during the year (subject to limitations in Article 30(c)), then divide by 365 days then multiply the percent and then round down or up depending on if above or below .5. Example: John Smith has 6 years of continuous service. He is on a professional leave of absence for a total 89 days. $365-89=276$, divided by 365 = 0.7561. Multiply this number by 15 days (his annual accrual) for a total of 11 days.

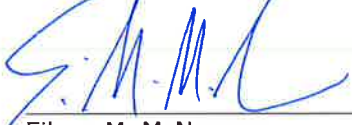
Regular Part-Time Calculation:

The number of vacation days is calculated by multiplying the annual hours worked by the appropriate percentage, and dividing that number by 8. Example: Jane Smith has three years of continuous service. She has worked 680 hours in the year. $680 * 4\% = 27.2$. 27.2 divided by 8 = 3.4 days rounded down to 3 days of vacation.

SIDE LETTER RE: COUNTERFEIT TRAINING

As agreed to originally in the 2014 negotiations, the Employer shall provide cash handling employees with the tools, instructions and/or guidelines regarding the detection of counterfeits, on an annual basis, which may or may not be in person, as the Employer deems appropriate.

ACCEPTED AND AGREED:



Eileen M. McNamara Date
Vice President, Labor Relations
Universal Studios Hollywood




Kevin King Date
Business Representative
Local B-192, IATSE

SIDE LETTER RE: PAY FOR WORKING THANKSGIVING OR CHRISTMAS WHEN PARK IS CLOSED

As agreed to originally during the 2014 negotiations, the Parties acknowledged that the Theme Park no longer remains closed on Thanksgiving Day or Christmas Day and does not intend to remain closed on those days in the future. In the event that this should change and the Theme Park is closed on Thanksgiving Day and/or Christmas Day, any employee covered hereunder who is required to and does work on Thanksgiving Day and/or Christmas Day when the Theme Park remains closed shall be paid at the rate of triple (3x) time for such work.

ACCEPTED AND AGREED:

 4-23-19

Eileen M. McNamara Date
Vice President, Labor Relations
Universal Studios Hollywood

 4-23-19

Kevin King Date
Business Representative
Local B-192, IATSE

SIDE LETTER RE: GUEST RELATIONS

As agreed to on January 18, 2017, Universal Studios Hollywood ("Employer") and IATSE, Local B192 ("Union"), collectively "the Parties", agree that Plan Your Day shall be removed from the Guest Relations Department and placed with the Guest Ambassadors Department.

The Parties agree that the Call Center and the Front Counter shall be staffed through separate seniority rosters. Lost and Found shall be staffed through the Front Desk seniority roster. The American Express Lounge shall be staffed through the Front Counter seniority roster. Individuals that are on the Call Center seniority roster or the Front Counter seniority roster are entitled to remain on that roster. Cross-training shall be made available to employees on either roster, provided there are unfilled shifts available. The Employer shall use its best efforts to ensure that employees cross-trained in Guest Relations will receive priority scheduling in that department when there are unfilled shifts available.

The Parties agree that all Guest Relations employees shall be held to increased performance standards specifically outlined in training provided by the Employer and agreed to by the Union. The Parties further agree that Front Counter employees shall be subject to daily performance reviews administered by leads at the Front Counter. These performance standards and daily performance reviews shall in no way alter the disciplinary procedure outlined in the Parties' collective bargaining agreement.

ACCEPTED AND AGREED:

 4-23-19

Eileen M. McNamara Date
Vice President, Labor Relations
Universal Studios Hollywood

 4.23.19

Kevin King Date
Business Representative
Local B-192, IATSE

SIDE LETTER RE: THREE BROOMSTICKS™

As agreed to on November 18, 2015, Universal Studios Hollywood (USH) is on the cusp of opening the Wizarding World of Harry Potter, to which B192 members will be growing alongside with USH in this exciting new venture. As part of this new concept we will be operating a new restaurant and bar venue called the Three Broomsticks. It is a different style venue that we have currently operating in USH. We intend to have the food served to the guests via our employees, in addition to having special costuming for this venue.

We recognize that in other food venues at USH, members of B192 routinely clean the food locations, including sweeping, trash pickup and cleaning of table-tops, among other duties backstage and outside the food venues.

However, in Three Broomsticks™ it will not practical or efficient to have B192 members perform some of work inside the venue and would require USH to hire/utilize more workers than are needed to perform the work. Consequently, the purpose of this letter is to confirm that the B192 and USH have agreed that an exception shall be made for Three Broomsticks™ to enable USH to utilize food workers represented by another union to perform duties within the venue, such as cleaning table-tops, sweeping and removing trash. B192 members will continue to wash trays backstage, compost and perform regular duties outside the venue.

Please sign where indicated below to confirm the Union's agreement to these terms.

ACCEPTED AND AGREED:

			
Eileen M. McNamara	Date	Kevin King	Date
Vice President, Labor Relations		Business Representative	
Universal Studios Hollywood		Local B-192, IATSE	

SIDE LETTER RE: NINTENDO RESTAURANT VENUE

Universal Studios Hollywood is in the process of expanding into a new land with Nintendo as a new themed area. I.A.T.S.E. Local B192 (B192) members will continue to grow alongside with USH in this exciting new venture.

Coming with Nintendo we will be operating a similarly styled venue as we have been utilizing in Three Broomsticks™. In this venue we have food served to the guests at their table via our employees, in addition to having specialized costuming.

We recognize that in some other food venues at USH, members of B192 clean food locations, including sweeping, trash pickup and cleaning of table-tops, among other duties backstage and outside food venues. However, as in Three Broomsticks™ and now in Nintendo it will not be practical or efficient to have B192 members perform some of work inside the venue. To do so would require USH to hire and/or utilize, limit production or retain excess staff in order to create unnecessary jobs than are needed to perform the work.

Consequently, the purpose of this letter is to confirm that B192 and USH have agreed, on a non-precedent setting basis, an exception is made for the themed restaurant in Nintendo to enable USH to utilize food workers represented by another union to perform duties within the venue such as cleaning table-tops, sweeping and removing trash.

ACCEPTED AND AGREED:



Eileen M. McNamara Date
Vice President, Labor Relations
Universal Studios Hollywood



Kevin King Date
Business Representative
Local B-192, IATSE

SIDE LETTER RE: Health Care Premiums -- January, 2019 - January, 2022.

The purpose of this letter is to confirm the agreement reached between Universal Studios Hollywood ("USH") and IATSE B192 ("the Union") regarding Health Care Premium rates during the term of the 2019-2022 Collective Bargaining Agreement ("Agreement") as outlined below:

Effective January 1, 2019 through the end of the Agreement on January 31, 2022 the Employer will provide for 90% premium health care coverage for eligible employees and their dependents (including Dental, and Vision).

Nothing in this side letter will replace or amend any other provisions of Art 34. The Employer retains its contractual position of providing for in Article 34 part (a):

ARTICLE 34 MEDICAL/DENTAL/VISION/LIFE INSURANCE

"(a) Medical, Dental, Vision and Life Insurance is available through Universal Studios Hollywood for Regular Full-Time Employees and Regular Part-Time Employees who meet the eligibility criteria set forth below in subparagraph (b). This is an employee option. The Employer will pay approximately sixty percent (60%) of the premium for the above insurance and the employee will pay forty percent (40%)".


However, in consideration of ratification on the first vote of the Agreement by February 1, 2019 the Employer shall agree to the increased premium payment of 90% as stated above.

The Parties agree this additional premium payment is an exception to Article 34 part (a) for the purposes of this Agreement only, and such side letter shall expire on January 31, 2022 with the termination of the 2019-2022 USH/IATSE B192 Agreement.

ACCEPTED AND AGREED:



Eileen M. McNamara 4/27/19
Vice President, Labor Relations Date
Universal Studios Hollywood



Kevin King 4/23/19
Business Representative Date
Local B-192, IATSE

