Supplemental Agreement

Between

Universal Studios Hollywood

And

Studio Utility Employees Local 724

August 1, 2018 through July 31, 2022

Supplemental Agreement
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Supplemental Agreement
to the Standard Studio Utility Employees Local 724 Agreement

This Agreement is entered into as of the 1st day of August 2018, terminating midnight, July 31, 2022, between Universal Studios Hollywood (Universal City Studios, LLC.) (hereinafter referred to as the "Employer"), on the one hand, and Studio Utility Employees Local 724, Southern California District Council of Laborers, International Union of North America, AFL-CIO, (hereinafter referred to as the "Union") on the other hand. In consideration of the mutual agreements hereinafter contained, it is agreed as follows:

The following classifications, standard wage rates and conditions shall become a part of the Studio Utility Employees, Local 724 Agreement, but shall prevail only in the operation of Universal Studios Hollywood.

ARTICLE 1: WORKWEEK AND OVERTIME

A) Workweek

1) The regular workweek shall consist of either any four (4) days (with ten (10) hours' straight time worked each day) or any five (5) days (with eight (8) hours' straight time worked each day) out of any seven (7) days, Sunday through Saturday. The Employer shall have the right to change the workweek upon thirty (30) days' notice to the Union (i.e. – to Saturday through Friday). In the event an employee was scheduled to work the Saturday that moved from being at the end of the workweek (per a Sunday through Saturday workweek) to the beginning of the workweek (per a Saturday through Friday workweek), the Employer will advance that employee the pay for the work on that particular Saturday.

2) For an employee working a ten (10) hour/four (4)-day workweek, the Employer will schedule at least two (2) consecutive days off during the workweek as defined in this article. If the Employer schedules two (2) consecutive days off and one non-consecutive day off during the workweek, then at least one of the days off will be on a Saturday or Sunday.

3) For an employee working an eight (8) hour/five (5) day workweek, the Employer will schedule two consecutive days off during the workweek as defined above provided, however, that split days off may be scheduled as a result of a *bona fide* schedule change as defined in subparagraph (A)(4).

4) "*Bona Fide* Schedule Change" shall be defined as changes which are a result of: a) seasonal changes (*e.g.*, peak to non-peak, non-peak to peak); b) changes due to major projects or rehabs which have a duration of ten (10) or more days; and/or c) changes to weekly shift coverage for vacations, personal leaves, medical leaves, illness, injury, or retirement.

5) A day or days off at the end of any workweek immediately followed by another day or days off at the beginning of the next workweek shall satisfy the two (2) consecutive days off requirement.

6) Wherever practicable, the Employer will attempt to make shift assignments to allow employees at least one weekend day off, subject to business necessity. In the event that the Maintenance Department schedules necessitate the assignment of employees to consecutive Saturday and Sunday workdays, the Employer will offer such shifts in order of seniority. If the schedule is not filled on a voluntary basis, the Employer will assign such shifts in inverse order of seniority pursuant to the skills and abilities requirements.

7) An employee scheduled to work a sixth consecutive day in a separate or different workweek shall have the option to decline such assignment.

8) With respect to Figure Finishers, Employer has the right to schedule Foremen and/or Gang Boss out of seniority. With respect to Animations Technicians, the Employer has the right to schedule the Designated Foremen and/or Designated Gang Bosses (per Article 2(C)), out of seniority.

9) With respect to the Maintenance Department, Employer has the right to schedule Foremen and Gang Bosses out of seniority. In the event the Employer has scheduled twelve (12) or more Maintenance staff on a night shift, then the Employer shall assign a Foreman for the shift.

B) Overtime

1) Employees who work a schedule of four (4) days with ten (10) hours' straight time worked each day shall be paid at time and one half (1½x) for hours worked in excess of ten (10) hours per day or forty (40) hours per week; provided, however, that hours worked in excess of fifty-five (55) hours per week shall be paid at two times (2x) the employee's regular hourly rate. All time worked in excess of twelve (12) hours worked per day or hours worked on a seventh day within a workweek shall be paid at two times (2x) the employee's regular hourly rate.

2) Employees who work a schedule of five (5) days with eight (8) hours' straight time worked each day shall be paid at time and one half (1½x) for hours worked in excess of eight (8) hours per day, sixth day of work within a workweek or forty (40) hours per week. All time worked in excess of twelve (12) hours worked per day or hours worked on a seventh day within a workweek shall be paid at two times (2x) the employee's regular hourly rate. There shall be no pyramiding of overtime.

3) If an employee works two workweeks in which the first week the employee's schedule is Tuesday – Saturday and the second week is Sunday – Thursday, and this results in the employee working ten (10) days straight, then the second week, he or she shall receive time and one half (1½x) for all hours worked on Sunday and two times (2x) for all hours worked on Monday. If the employee then works

on Friday or Saturday of the second week, he or she shall receive straight time for all hours worked on those days.

4) When the Employer has at least one (1) hours' notice that overtime will be required, the Employer will notify employees a minimum of one (1) hour prior to the end of shift and offer the worked overtime to volunteers in seniority order, assuming the employees are capable of performing the required work. If there are not sufficient volunteers, the Employer will assign overtime in inverse order of seniority, assuming the least senior employees are capable of performing the required work.

(D) Tech Calls

If Management contacts, or gives direction to contact, an employee at home to obtain technical or procedural information, the employee shall be entitled to two (2) hours' straight time pay for each occurrence, unless the call is a result of the employee not properly documenting the information while at work. This shall not apply to calls about employment related issues (for example, scheduling, pay, etc.) and shall not apply to employees (including Gang Bosses and Foremen) calling one another without management permission.

ARTICLE 2: SENIORITY

A) A separate Seniority Roster for Universal Studios Hollywood shall be maintained by the Employer for Universal Studios Hollywood employees working in the jurisdiction of Local 724. For the purpose of this article, seniority shall be defined as the accumulated work time in a particular job classification covered hereunder.

B) Seniority will be the determining factor for days off, a.m./p.m./graveyard shift assignments, areas, and overtime, when the employees are trained and the Employer deems abilities (*e.g.*, hydraulics, pneumatics, controls, welding, water treatment, diving, etc.) are equivalent.

C) Scheduling in Animations shall be as follows:

(1) The schedule shall be posted for bidding, at the discretion of the Employer, no more than four (4) times per year and no less than one (1) time per year. The Employer shall provide thirty (30) days' notice of rebidding. The Employer shall administer the bidding process as it deems appropriate and shall provide the Employees with a minimum of seven (7) days between the time the open bid is posted and the first bid appointment (which may be included within the 30-day notice of rebidding). In the event the Union or an employee has an issue with the bid or process, the Union and/or employee shall promptly raise the issue to management, and shall do so no later than forty-eight (48) hours after management posts the open bid, and shall meet with management for a Step 1 meeting within forty-eight (48) hours of the notice, unless the parties agree to a different time. Once the Step 1 meeting is held and the parties have discussed the

issue, or if no issue was raised within the initial forty-eight (48) hour timeline set forth herein, the Employer shall proceed with the administration and implementation of the bid as proposed by the Employer or per the agreed upon solution.

(2) The Employer may first select and/or assign Designated Foreman and/or Designated Gang Bosses out of seniority, subject only to the limitation that the total number of Designated Foremen and Gang Bosses may not exceed one for every six (1 to 6) Technicians on the overall roster of Technicians. Employer shall not be required to replace a Foreman or Gang Boss on vacation, leaves or temporary vacancies so long as either a Gang Boss or Foreman is scheduled. When such temporary vacancy lasts longer than a five -day workweek of the Gang Boss or the Foreman, a replacement shall be made for the duration of the Gang Boss' or Foreman's leave. If, during the term of the bid, there is a permanent vacancy or increase in ratio among the Designated Foreman/Gang Bosses, the Employer may post among all Technicians, regardless of shift bid, to fill the position. Management will assess, in its sole discretion, whether to backfill any vacancy resulting from such assignment. Management will also determine in its sole discretion which Area and/or shift to use as the source for backfill, from which the Employer will offer the position to the most senior Technician qualified to do the work, or if there are no volunteers, will assign the position to the least senior Technician qualified to do the work. Employees shall not have bumping rights in such a situation. This paragraph is not intended to displace Technicians for overtime.

(3) The Employer shall establish, based on its sole determination of business need which shall be in good faith, the shifts (a.m./p.m./graveyard) available by Area (as determined by the Employer), and days off, and shall identify such shift bid slots on the bid. By way of reference only for selecting a shift: an "a.m." shift may start anywhere from 12:00 a.m. to 8:00 a.m.; a "p.m." shift may start anywhere from 8:00 a.m. to 4:00 p.m.; a "graveyard" shift may start anywhere from 4:00 p.m. to 12:00 a.m. Employee shall give his/her preference on location on bid, including shifts as designed in Valencia. Shift bids shall not designate call times; rather, calls times shall be set by the Employer on the weekly schedule, based on shift bids (a.m./p.m./graveyard) which may be subject to change within those times based on business needs. The Employer shall endeavor to keep the start times consistent within the weekly schedule.

(4) If an employee is called in or scheduled to work either before or after their eight (8) hour start time window, after the scheduled shift is posted, the employee shall receive time and one-half their straight time hourly rate for the hours outside the eight (8) hour start time window.

Employees scheduled for Diver and Welder shifts are excluded from this provision.

(5) Instead of selecting a shift bid slot, Technicians may sign up on the Attractions Support List ("ASL"). There shall be no required minimum or maximum number of Technicians who sign up for the ASL. Technicians who sign up for the ASL will be assigned, by the Employer, to work, including, but not limited to Areas, special projects and shifts, based on skills, abilities, and experience, as determined solely by the Employer. Technicians who sign up for the ASL will remain for the entire bid, but will not necessarily have the same schedule. Technicians hired after the bidding process is complete shall be placed on the ASL for the duration of that bid.

(6) All Technicians, except Designated Foremen and Gang Bosses, shall select the shift bid slot, or elect to go on the ASL, as he/she desires, in seniority order. Any employee who has a scheduling conflict with a bid appointment time shall contact management to make arrangements to select a slot, which may include submitting written preferences in advance which management will apply at the time of the appointment, calling in at the appointment time, or providing written authorization for a union co-worker to select a bid on his or her behalf. Any employee who does not select a shift bid slot or sign up for ASL at his/her appointed time, shall forfeit his/her right to select and will be assigned a shift bid by the Employer. Failure of a Technician to make a selection when given the opportunity to do so in seniority order shall not delay the bid process, shall not serve as a basis for Technicians to decline or wait to participate, and shall not delay implementation of the bid.

(7) After all Technicians, except Designated Foremen and Gang Bosses, have selected their slots, the Employer may determine, in its sole discretion, whether it needs additional Gang Bosses and/or Foremen, and if so, shall post for interested candidates among those who occupy the shift in question. This shall not result in any Technician being displaced from his/her bid selection.

(8) Selection and Removal of Animations Foremen and Gang Bosses. Foremen and/or Gang Bosses shall be selected in management's sole discretion. When such a position becomes available, the Employer will post a notification of the open position, listing the requisite skills and experience for the position, as well as the general responsibilities of the position. The open position shall be posted for seven days. Interested employees shall notify management of their interest by following the instructions on the posting. The Employer will interview all internal candidates for the open position. Management will solicit input from the appropriate Foremen when selecting a Gang Boss. Management will make a selection based on its sole assessment of the candidates' skills, abilities and experience for the specific position. The Employer shall notify all candidates who are not selected and explain the reasons that he/she was not selected.

The Employer may remove any Foreman and/or Gang Boss in its sole discretion.

(9) The Employer shall schedule in accordance with the shift bid. However, nothing in the Article shall limit the Employer's right and ability to change an employee's days off, Area or shift to accommodate bona fide business need, including, but not limited to, projects, training and covering absences. Once the bona fide business need has been satisfied, the Employer shall return the employee to his/her shift bid slot. The Employer shall not use a bona fide business need as a form of discrimination, retaliation, or discipline against any employee covered by this supplemental collective bargaining agreement.

D) Figure Finisher

Scheduling in Figure Finisher shall be as follows: Employer will determine available work shifts and will offer shifts in seniority order.

E) The work schedules for the Maintenance Department may change twice per year – for the approximate periods of September through May and June through August. Maintenance Department employees shall be assigned shifts in order of seniority, after the Employer has assigned Foremen and Gang Bosses and employees with special skills and abilities to special assignments (*e.g.*, Construction Group and Shows Group). Nothing in this provision shall be construed to prevent the Employer from changing schedules in accordance with Article 1(A)(4)).

Grinchmas and HHN Pre-Production Assignments: The Employer shall post available slots for employees to work Grinchmas and HHN Pre-Production assignments as designated by the Employer. Interested employees must agree to work on such assignment for the entire period of the assignment and all related shifts. Interested employees will be offered the slots in seniority order. If there are no volunteers, the Employer shall assign the work in reverse order of seniority. The Employer may elect to use Temporary Employees for such assignment, in its sole discretion. Employees within the assignments shall have equal seniority with respect to assignment within such work groups. There shall be no requirement for the Employer to post or re-post for shifts and/or work that arises after the bid process is completed.

F) The Employer has established criteria for consideration and placement in the Construction Group and Shows Group. Such criteria are set forth in side letters to this Supplemental Agreement. Employees within the Construction Group and Shows Group have equal seniority with respect to assignments within such work groups.

G) All employees in the jurisdiction of Local #724, excepting Entry Level Journeyman and Temporary Employees covered by Articles 3 or 5, who complete 150 days of work within a 365-day period shall be transferred to the appropriate roster.

H) An employee may exercise "bumping" rights into other classifications as defined herein provided the following:

1) The employee has previously worked in the classification to which they wish to apply within two (2) years of the date they vacated the previous position;
2) The "bumping" occurs as the result of a *bona fide* reduction in the workforce; and
3) The employee has greater seniority than the least senior person in the classification to which they wish to revert.

I) In the absence of a *bona fide* reduction in the workforce an employee may request a reclassification into a position he/she previously held, provided such position is available, however, such assignment shall be contingent upon the mutual agreement of the Employer and the Union.

ARTICLE 3: WAGE RATES AND CLASSIFICATIONS

A) Wage Rates and Classifications

Minimum contract wage rates in the Agreement (excluding Temporary Employee and New Hire/Entry Level Journeyman rates) shall be increased as follows:

- 3% effective August 5, 2018
- 3% effective August 4, 2019
- 3% effective August 2, 2020
- 3% effective August 1, 2021

See next page for Wage Chart.

	Occ Code	Effective August 5, 2018	Effective August 4, 2019	Effective August 2, 2020	Effective August 1, 2021
Laborer	5115	$37.07	$38.18	$39.33	$40.51
Laborer Gang Boss	5114	$38.45	$39.60	$40.79	$42.02
Landscaper	5145	$37.77	$38.90	$40.07	$41.27
Horticulturist	5134	$39.80	$40.99	$42.22	$43.49
Landscaper Gang Boss	5144	$42.07	$43.33	$44.63	$45.97
Animations Technician	5156	$44.92	$46.27	$47.65	$49.08
Animations Gang Boss	5161	$48.47	$49.93	$51.42	$52.97
Maintenance Technician	5153	$42.43	$43.70	$45.01	$46.36
Maintenance Gang Boss	5154	$44.85	$46.19	$47.58	$49.00
Painter	5157	$42.43	$43.70	$45.01	$46.36
Painter Gang Boss	5158	$44.85	$46.19	$47.58	$49.00
Figure Finisher	5160	$44.92	$46.27	$47.65	$49.08
Fig Finisher Gang Boss		$48.47	$49.93	$51.42	$52.97
Welder		$46.72	$48.12	$49.57	$51.05
Controls		$46.98	$48.39	$49.84	$51.33
Department Foreman	5155	$48.33	$49.78	$51.27	$52.81
Fig Finisher Foreman		$50.41	$51.92	$53.48	$55.08
Animations Foreman	5150	$50.41	$51.92	$53.48	$55.08

B) Thunderdome Tool Room:

The parties have established that the Union has exclusive jurisdiction over the Thunderdome Tool Room, except for the Teamsters, Local 399 Parts Person. The Thunderdome Tool and Parts Technicians shall receive:

- Effective August 5, 2018: $31.89
- Effective August 4, 2019: $32.85
- Effective August 2, 2020: $33.83
- Effective August 1, 2021: $34.85

C) New Hires

1) The above rates are not applicable to the employees in the Entry Level Journeyman classification as defined in Article 6 herein or to Temporary Employees as defined below.

2) At the discretion of the Employer, a new employee may be started at a higher rate depending upon the employee's experience, skills and abilities as determined by the Employer.

D) Temporary Employees

1) Temporary employees shall be paid for work performed in any classification covered hereunder in accordance with the following:

   - Effective August 5, 2018: $28.01
   - Effective August 4, 2019: $28.57
   - Effective August 2, 2020: $29.14
   - Effective August 1, 2021: $29.72

2) Temporary employees shall not be eligible for seniority, placement on Employer roster, or severance. The only exception to this rule is as follows: a temporary employee who has worked 1900 hours a year for two (2) consecutive years shall be bumped to the Laborer journeyman rate and placed on the Employer seniority roster as a "Grandfathered Rostered Temp" and shall remain as a temporary employee on that roster. Such placement on the roster does not mean the individual is hired as a regular employee; in order to be hired as a regular employee; the individual must apply and be selected for an open regular position. Work performed prior to August 1, 2015 shall not count for the purposes of the 1900 hours/year calculation or the two (2) consecutive years' calculation for the purposes of obtaining status on the roster as a "Grandfathered Rostered Temp". Grandfathered Rostered Temps shall be subject to the Basic Agreement Paragraph 68(d)(2)(iii), excluding subparagraph (a) – meaning, any refusal of a work call without written approval shall result in removal from the Employer's roster.

E) Night Rates

Night rates shall be paid according to the following schedule:

1) All hours worked between 8:00 p.m. to 5:00 a.m. shall be paid a ten percent (10%) premium.

2) Employees hired into a regular position or classified as a Grandfathered Roster Temp before August 1, 2015 shall be paid as follows: All hours worked between 8:00 p.m. and 1:00 a.m. shall be paid a ten percent (10%) premium; all hours worked between 1:00 a.m. and 5:00 a.m. shall be paid a twenty percent (20%) premium.

ARTICLE 4: DUTIES AND DIVISIONS OF WORK

A) Landscaping: The maintenance of permanent lawns, permanent landscapes, nursery stock and trees. Maintenance to include replacing of all additions to existing lawns, landscapes, nursery stock and trees.

B) Maintenance Technician: The maintenance of Universal Studios Hollywood facilities including alterations, additions plumbing, etc. (Maintenance does not include landscaping).

C) Painting: Painting of Universal Studios Hollywood facilities including aging and special applications, providing that the Employer possesses the necessary tools and equipment and the employee, in the opinion of the Employer, possesses the necessary skills and abilities to perform the work.

D) Animations Technician: The maintenance, repair, inspection and improvement of electrical, mechanical, hydraulic, pneumatic and programmable logic controller systems, integrally related to the functioning of animation, rides, shows and effects owned and operated by Universal Studios Hollywood.

E) Gang Boss: Shall be designated as required to successfully complete the assignment. Such designation shall be at the discretion of the Department Head, and for Animations Gang Bosses, shall comply with Article 2(C)(3) above

F) Figure Finisher: The maintenance, repair and show quality painting of animated figures, animated props, show actions equipment, static props, and other specifically assigned tasks; the servicing, troubleshooting, and maintenance of electronic and electro-mechanical parts, components, equipment, accessories, and all other designated electronically controlled Tour equipment.

G) With respect to placement and removal of decorations and artificial plants within Universal Studios Hollywood, the parties agree that if, on future occasions, the Technical Services Department cannot perform such tasks, so long as applicable subcontracting notice and opportunity for discussion with Union is given, other employees or vendors can perform such tasks.

ARTICLE 5: ENTRY LEVEL JOURNEYMAN CLASSIFICATION

A) The Employer and the Union agree to establish an Entry Level Journeyman period and wage rate for classifications covered under this Agreement. Entry Level Journeymen may be hired from within the ranks of employees covered under the jurisdiction of Local 724 or recruited from other sources at the discretion of the Employer. An Entry Level Journeyman is someone who possesses a solid understanding and workable aptitude in the mechanical, electrical, hydraulic and/or general maintenance crafts as required by the appropriate classification.

B) The Entry Level Journeyman Period will be eighteen (18) months from the date of hire. For the first ninety (90) working days in a 365-day period of this program, the individual will be considered a new hire. If during the first ninety (90) working days, in the opinion of the Employer, the new hire does not demonstrate the growth potential or skills required to become a Journeyman, then such new hire shall be terminated for failure to pass the Entry Level Journeyman Period. During this eighteen (18) – month period, the Entry Level Journeyman will be exposed to various aspects of his or her classification and may be assigned to perform any function which the Employer feels the Entry Level Journeyman has proven qualified.

C) At the end of every three (3) months during this period, the Entry Level Journeyman will be evaluated based on his or her performance, skills and abilities. The Department head or designee will meet with the Entry Level Journeyman to discuss his or her standardized evaluation and be given a written copy of such evaluation.

D) If, within this period, an Entry Level Journeyman within the other classifications covered herein receives two consecutive, unacceptable written evaluations, then he or she will be terminated for failure to pass the entry Level Journeyman Period.

E) If an employee wishes to change classifications and enters the Entry Level Journeyman Program from another classification covered herein, but does not pass the Entry Level Journeyman Program, then the employee shall be able to return to his or her original classification and seniority, providing that the employee has greater seniority than the least senior person in his or her original classification.

F) If it is determined by the written evaluations that the individual is progressing satisfactorily, then he or she shall be given the wage rate increase for the next phase of the Entry Level Journeyman Period. If the individual successfully completes the entire eighteen- (18) month period, then he or she shall be classified as a Journeyman within the appropriate classification.

G) The days worked by the Entry Level Journeyman will not count towards seniority on the Universal Studios Hollywood Seniority Roster, unless the employee successfully completes the Entry Level Journeyman Program. At that point, he or

she will be placed on the Seniority Roster with a seniority date of the first day of employment into the Entry Level Journeyman Program.

ARTICLE 6: ENTRY LEVEL JOURNEYMAN WAGE RATES

A) Entry Level Journeyman Wage Rates

1) The Occupation Code shall be 5163 for the first 960 hours worked, 5164 for the next 960 hours worked (up to an including the 1,920th hour worked), and 5165 for the last 960 hours worked (up to an including the 2,880th hour worked)

2) Wage Chart

Occ. code	Entry Level Journeyman Period	Rates
5163	0 - 960 hours worked	$19.00/hour
5164	961-1,920 hours worked	$21.00/hour
5165	1921-2,880 hours worked	$23.00/hour
	After 2,880 hours worked	**Journeyman Rate**

B) At the discretion of the Employer, an Entry Level Journeyman in the above category may be started at a higher rate depending upon the employee's experience, skills, and abilities as determined by the Employer. In such cases, the higher rate will determine the appropriate year of the Entry Level Journeyman Program. (*e.g.*, If an Entry Level Journeyman is hired at $21.00 an hour, he or she will be considered to be in the second six- (6) month period of the program).

The new hire/entry level journeyman wage rates set forth above shall not be increased during the term of this contract.

ARTICLE 7: HOLIDAYS

A) To qualify for holiday pay, an employee must work his or her scheduled shift before the holiday and after the holiday, unless there is a valid reason for his or her failure to work on either of said shifts. Such holiday pay shall be received in the next pay period.

B) Any employee required to work on a holiday shall be paid at double time in addition to the eight (8) hours pay for the holiday, and the holiday pay will be used in the compensation of overtime.

C) The following shall be the recognized Holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day

Good Friday
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

D) The holiday pay will occur on the day of the holiday.

ARTICLE 8: UNIFORMS AND RAIN GEAR

The Employer will provide uniforms to employees covered hereunder, the color and design determined by the Employer. Uniforms are the property of the Employer and the employee will give reasonable care to the garments. Uniforms may only be worn during the hours an employee is on an assigned work shift. The wearing of an incomplete uniform is not acceptable. Rain gear will be provided by the Employer.

ARTICLE 9: TOOL ALLOWANCE

All employees in the Animations Technician and Maintenance Technician classifications will be required to meet the minimum tool requirements established by the Company, including wearing appropriate work boots. Upon verification that the minimum tool requirements have been met, the above-mentioned employees in such classifications, with two or more years of continuous service as of each anniversary date of the Agreement, shall be paid an annual tool allowance of $475.00 for Animations Technicians and $375.00 for Maintenance Technicians provided they submit acceptable receipts for tool purchases, which might include receipts for work boots Temporary employees and Grandfathered Rostered Temps shall be eligible for tool allowance subject to working two (2) or more consecutive years of service and 1900 hours per year.

Employees will have until August 1st of each year to provide acceptable receipts for tool purchases and will then be paid a non-taxable tool reimbursement subject to the criteria and limits above. Employees who receive the tool allowance are expected to have all necessary tools with them at all times. Management may institute random inspections to verify compliance with this requirement.

ARTICLE 10: DIVE RATE

A) The Dive Rate shall be $100.00 per dive.

B) Employees who are in the water for more than four (4) hours on the same assignment (which may encompass multiple tasks) shall be paid for a second dive. This four-hour period may be extended for up to twenty (20) minutes to account for employees having to be out of the water to accommodate a show schedule.

C) Once an employee becomes a qualified USH diver, they will be obligated to a three- (3) year service period of diving for the Employer, absent medical conditions. At least sixty (60) days prior to the expiration of this initial three- (3) year period, the employee may notify the Employer that they wish to withdraw from the diving program upon expiration of the three-year period.

After the initial three- (3) year period, the dive group has the right to have one diver (based upon Animations Technician seniority) opt out every six (6) months. The diver opting out must give the Employer a ninety- (90) day notice.

With respect to alleged medical conditions, the Employer has the option of requiring the employee to be examined by a physician of the Employer's choosing.

ARTICLE 11: DISCIPLINE, SUSPENSION AND DISCHARGE

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

1) Verbal Warning
2) Written Warning
3) Suspension
4) Termination

B) The above disciplinary procedure will only be used as a guideline. In certain circumstances the discipline that is administered may be more or less severe depending upon the individual circumstances.

C) Discipline shall be imposed within 30 days of the date upon which the Employer knew of the event (s) giving rise to the discipline. Failure to impose discipline with the 30-day period shall cause the matter to be time-barred. This time limit may be extended by mutual agreement between the Employer and the Union.

D) Any disciplinary notice, with the exception of suspensions and terminations which are over two (2) years old, or where the employee has not had a recurrence of a same or similar incident which led to the discipline during said two-(2) year period, shall not be admissible or submitted as evidence in any disciplinary proceeding.

ARTICLE 12: GRIEVANCE PROCEDURE

Any claims or grievances not presented under Step 1 of the Basic Contract within 30 calendar days after the occurrence of the subject matter of the grievance shall be deemed waived. This time limit may be extended by mutual agreement between the Employer and the Union.

ARTICLE 13: MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

Individual Account Plan

The provisions of the Basic Agreement, Article 12A, are incorporated by reference herein except as hereinafter provided. Notwithstanding anything to the contrary concerning the percentage contribution to the Individual Account Plan, the Employer shall only contribute the following percentages, which percentages shall supersede the contribution percentages, if any, negotiated in the current or successor Basic Agreements:

- Effective July 30, 2017, the Employer shall contribute, on behalf of each employee employed by the Employer, eight percent (8%) of the scale regular basic hourly rate of pay for all hours worked or guaranteed.

ARTICLE 14: PERSONAL DAYS, VACATION DAYS, and SICK DAYS

A) Personal/Sick Days for Regular Full Time Employees

Current Full-Time Employees shall receive four (4) paid days off per contract year which may be used as sick days or personal days per contract year. New Hires, and Full-Time Employees who have been out on a leave of absence lasting more than one (1) month, shall receive one (1) personal day after six (6) months of their hire or return to work, and the second personal day three (3) months thereafter, and the third personal day three months thereafter, and the fourth personal day four (4) months thereafter.

Employees shall schedule personal days with the Employer as far in advance as possible, but no later than the end of their shift prior to the desired personal day. No more than two (2) employees from each Department may schedule a personal day off on any one day. If more than two (2) employees from a Department request the same day off, the two employees who first requested the day off shall be permitted to take the day.

In the event an Employee does not use their personal days by July 31 of each contract year, they shall be paid for the unused personal days (up to a maximum of **32** hours) the following August 15.

B) Scheduling Vacation Days for Regular Full Time Employees

Employees with twenty (20) or more years' of service shall receive an additional one (1) weeks' vacation over the vacation to which they are entitled pursuant to Paragraph 72 of the Basic Agreement.

Paragraph 72 (f) of the Basic Agreement shall apply with respect to requesting time off for vacation and payout of unused vacation except as follows. Regular Employees shall submit vacation requests by April 15th setting forth their preferences for the period of June 1st through May 31st of the following year. The Employer may grant and/or assign vacation as set forth in subparagraph 7 of 72(f). In the event an employee was not permitted or assigned to take his/her full vacation allotment such that vacation pay will be contributed to the Motion Picture Industry Pension Plan as set forth in Paragraph

72(f)(10)(ii)(B)(5), up to one (1) week (40 hours) of such vacation pay shall be paid out directly to the employee no later than June 30th; the remainder, if any, will be contributed to the Motion Picture Industry Pension Plan as set forth in Paragraph 72(f)(10)(ii)(B)(5).

Further, employees are permitted to utilize up to eight (8) accrued vacation days each year (in intervals of no less than one- (1) day periods, e.g., eight (8) 1-day periods or one (1) 3-day period and five (5) 1-day periods) with pay and without attendance points. A "requested vacation day" ("RVD") must be scheduled in advance with the Technical Services Department and will be granted on a first-come basis provided the Department can schedule the time off. Seniority will not be a factor in granting of RVD's. All scheduled and approved RVD's will be paid in the pay period following the period in which the RVD was taken.

Notwithstanding the criteria for using personal days or requested vacation days as set forth above, employees may use personal days and/or requested vacation days (up to a combined maximum of eight (8) days) as sick days, without accumulating attendance points under the attendance policy provided the employee gives the advance notice required by the Employer's attendance policy. The Employer may request medical certification in support of the absence. Grace Days, as described in the attendance policy, shall not apply.

An employee may not use vacation time for a sick day if the employee was already denied RDO or other time off for the same day. In addition, an employee has fifteen (15) days from the date of their return to work to inform the Employer of their intent to use the vacation time as sick pay.

C) Sick Days for Temporary Employees

All temporary employees, including Grandfathered Rostered Temps are eligible for sick days pursuant to the following accrual formula: one (1) day (up to 8 hours) for every 600 hours worked up to a maximum utilization of two (2) sick days per contract year. Unused Sick days shall not be paid out. The Employer may request medical certification in support of the absence.

ARTICLE 15: BEREAVEMENT LEAVE

A) Leave for all employees shall be provided because of the death of a member of the Employee's family. For purposes of this provision, an employee's family shall be deemed to include the employee's parents, parents-in-law, spouse or spousal equivalent, brothers, sisters, children, stepchildren, stepparents, grandchildren and grandparents.

B) The amount of such leave shall be three (3) days if the death occurred in California and five (5) days if death occurred outside of California.

C) Employees who have completed at least 180 days, including vacation days and days off due to a workers' compensation injury, during the previous calendar year shall receive eight (8) hours of pay for each day of leave specified in paragraph B of this section, provided that such employee was not on another leave of absence at the time of the death.

ARTICLE 16: JURY DUTY

Upon proof of jury duty service, the Employer will pay up to five (5) days of jury duty for any Employee who has worked at least 3800 hours. Payment will be contingent on whether such eligible Employee is scheduled to work on the day called for jury duty service and they provide notification to the Employer by 7:15 p.m. the day before the scheduled shift. If the above procedure is followed, the eligible Employee will be paid for the day(s) actually served in jury service. If jury duty falls on a regularly scheduled day off, no additional pay will be required. Any such jury duty time will not count towards overtime, or $6^{th}/7^{th}$ day pay.

If an eligible Employee covered by this Agreement 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.

ARTICLE 17: PAYDAY

The regular payday shall be the Thursday of the week following the week during which the wages were earned, except during holiday weeks, when payday shall be Friday. Upon thirty (30) days' notice to the Union, the Employer may change the regular payday to the Friday of the week following the week during which the wages were earned, or any day earlier than Friday. The Employer shall have the right to change the payroll week upon thirty (30) days' notice to the Union (i.e. - to Saturday through Friday). In the event an employee was scheduled to work the Saturday that moved from being at the end of the payroll week (per a Sunday through Saturday workweek) to the beginning of the payroll week (per a Saturday through Friday workweek), the Employer will advance that employee the pay for the work on that particular Saturday. This advancement shall not be compounded with any advancement provided under Article 1(A)(1).

ARTICLE 18: THUNDERDOME TOOL ROOM

A) The wage rates are set forth in Article 3B above. Pursuant to the Basic Agreement, the Employer has agreed to assign a Thunderdome Tool Room Gang Boss at no less than $2.00/hour over the Journeyman Thunderdome Tool and Parts Technician wage rate.

B) Any current employee whom the Employer determines to maintain in the Thunderdome Tool Room shall continue to receive their regular wage rates, including any applicable contractual increases.

C) The parties have confirmed that "warehouse clerks", such as in the merchandise and food warehouses, are excluded from Local 724 jurisdiction.

D) Tool and Parts Technicians shall have a ninety (90) working day probationary period. During the ninety (90) working day probationary period the Tool and Parts Technician shall be paid $19.00/hour. Beginning with the ninety-first (91) working day and upon passage of the probationary period, Tool and Parts Technician will be paid $31.89/hour effective August 5, 2018 and shall receive the contractual applicable wage increase every year thereafter as outlined in Article 3.

ARTICLE 19: MOTION PICTURE INDUSTRY HEALTH AND PENSION PLANS

A) As of July 30, 2017, the Employer has been making a Health plan contribution of $4.3500 per hour, a Retiree health contribution of $0.3710 and a Pension plan contribution of $1.8065 per hour worked to the Motion Picture Industry Health and Pension Plan, and will continue to make such contributions.

B) Any improvements in the Motion Picture Industry Health and Pension Plans shall be deemed adopted by the parties to this Agreement and shall apply to the employees covered under this Agreement. Should the Motion Picture Industry Pension (defined benefit) and/or the Motion Picture Industry Health Care Plan increase its employer contribution rates in 2018 and 2021, the EMPLOYER agrees to make the adjustment at the same time, and on the same basis as the Producer-Studio Utility Employees Local #724 Basic Agreement, Articles 11, 12 and 13.

ARTICLE 20: CONTRACT SERVICES ADMINISTRATIVE TRUST FUND

The parties agree that the Employer may elect to withdraw from CSATF and discontinue making contributions as set forth in Article 18 of the Basic Agreement upon written notice to the Union. In such a case, the parties agree to meet to discuss a replacement to CSATF Step 2 in Article 5 of the Basic Agreement.

Side letter re: Special Work Group Criteria

As of August 1, 2007

Dear Rob:

This will confirm the parties' agreement to continue the agreement reached in the 2002 negotiations to establish USH's criteria for acceptance into the Construction Group and Shows Group. Such criteria are attached hereto as Exhibits A and B, respectively.

If the foregoing comports with your understanding of the agreement reached during negotiations, please so indicate by executing this side letter in the space reserved for your signature.

Best regards. ACCEPTED AND AGREED:

SIGNED IN PREVIOUS AGREEMENTS

Exhibit A

CONSTRUCTION GROUP CRITERIA

The Construction Group ("CG") is a team of highly motivated, highly skilled individuals capable of addressing as a cohesive team all aspects of the construction trades (except electrical and HVAC) on short- and long-term projects for Universal Studios Hollywood.

The members of the CG team possess some combination of the following capabilities and proficiencies: blueprint interpretation, architectural drawing/CAD, estimating, demolition, grading, concrete, rough and finish carpentry, plumbing, mechanical skills, plastering, drywall, roofing, mill work, flooring, masonry, thematic elements, painting, landscape, and irrigation.

The CG is responsible for providing the construction expertise needed to complete short- and long-term projects on schedule and budget for USH. The CG employees must possess not only the highest trade skills, but also must demonstrate excellent organizational, communication, and interpersonal skills, as well as the professionalism indicative of a cohesive construction team. These individuals must possess a general knowledge of all aspects of the construction trades, possess exceptional knowledge and skill in the area of responsibility, possess administrative and computer skills, be self-motivated, maintain a high degree of urgency, attention to detail, safety, code criteria, tools, equipment, and systems operations.

Employer will post when and if there is an open position in the Construction Group. The Employer will interview all interested candidates. The Employer will assess, in its sole discretion, the demonstrated skills and abilities of the candidates, as set forth in the first three paragraphs. The Employer will select the candidate who is best suited for the open position based on the established skills and abilities. In the event the established skills and abilities are equal, seniority will be the determining factor for the selection. Employer will inform any candidate not selected of the reasons that the person was not selected.

SIGNED IN PREVIOUS AGREEMENTS

Exhibit B

SHOWS GROUP
CRITERIA

The Shows Group ("SG") is a cohesive team of highly motivated, highly skilled individuals capable of responding and addressing all aspects of the maintenance and repair of current and future attractions/shows for Universal Studios Hollywood.

The members of the SG team possess some combination of the following capabilities and proficiencies: blueprint interpretation, architectural drawing, estimating, demolition, concrete, rough and finish carpentry, plumbing, mechanical skills, plastering, drywall, roofing, mill work, flooring, masonry, and thematic elements.

The SG is responsible for providing the expertise needed to respond to and handle attractions/shows issues for USH on a timely basis. The SG employees must possess not only the highest trade skills, but also must demonstrate excellent organizational, communication and interpersonal skills, as well as a great degree of professionalism. These individuals must possess a general knowledge of their trade and the attractions/ shows at USH, possess exceptional knowledge and skill in the area of responsibility, possess administrative and computer skills, be self-motivated, maintain a high degree of urgency, attention to detail, safety, documentation, code criteria, tools, equipment, and systems operations.

Employer will post when and if there is an open position in the Shows Group. The Employer will interview all interested candidates. The Employer will assess, in its sole discretion, the demonstrated skills and abilities of the candidates, as set forth in the first three paragraphs. The Employer will select the candidate who is best suited for the open position based on the established skills and abilities. In the event the established skills and abilities are equal, seniority will be the determining factor for the selection. Employer will inform any candidate not selected of the reasons that the person was not selected.

SIGNED IN PREVIOUS AGREEMENTS

Side letter re: Uniforms

As of August 1, 2007

Dear Rob:

This will confirm the parties' agreement to continue the agreement reached in the 2002 negotiations regarding uniforms. USH will provide five (5) uniforms to all employees. Employees who desire to maintain their uniforms will continue to receive twelve (12) minutes' pay each day for such maintenance, while employees who desire to have USH continue to maintain their uniforms for the employees' convenience will continue to receive twelve (12) minutes each day for walking/changing time.

Employees must be dressed in uniform when they clock in and out for their shifts. Employees not dressed in uniform when they clock in and/or out for their shifts shall be progressively disciplined, up to and including termination.

The Employer will provide the uniforms within thirty (30) days' of the execution of this MOA. Until such time, the current practice of employees' picking up, dropping off, and changing into and out of uniform at the Wardrobe Department, and receiving at least twelve (12) minutes' walking/changing time to be added at the end of their shift, will continue.

If the foregoing comports with your understanding of the agreement reached during negotiations, please so indicate by executing this side letter in the space reserved for your signature.

Best regards.

SIGNED IN PREVIOUS AGREEMENTS

Side letter re: On-the-Job Drug /Alcohol Use and Random Drug/Alcohol Testing

As of August 1, 2007 – modified August 1, 2018

This will confirm the parties' agreement to continue to abide by the following agreement reached by the parties in 2002 as follows:

During the 2002 negotiations, the parties jointly condemned the on-the-job drug/alcohol use by any USH employee. With respect to on-the-job drug/alcohol use by Technical Services Department employees covered by the USH/Local 724 collective bargaining agreement, the parties agreed as follows:

a. An employee disciplined for on-the-job drug/alcohol use (which includes being under the influence of drugs/alcohol during work hours), may grieve such discipline pursuant to the grievance and arbitration procedures set forth in the collective bargaining agreement.

b. In ruling on any such grievance, an arbitrator is limited to a determination of facts only; *i.e.,* did the on-the-job drug/alcohol use (and/or being under the influence of drugs/alcohol during work hours) take place?

c. If an arbitrator finds that on-the-job drug/alcohol use (and/or being under the influence of drugs/alcohol during work hours) took place, the arbitrator shall have no authority to determine the level of or the appropriateness of the discipline issued.

During the 2018 negotiations, the parties agreed to the protection of the workforce and guests by implementing a Random Drug/Alcohol testing. All employees covered under the Agreement shall be part of a random testing program.

The parties agreed to the following terms for such random testing:

a. The Employer may test up to 20% of the employees per year in the testing pool.

b. The Employer and the Union will meet within six (6) months of ratification to determine the type of drug and alcohol testing to be used, discuss what would be considered a violation of such random testing policy, and the timing of implementation.

c. The Employer agrees when/if an employee tests positive under the Random Drug/Alcohol testing or when the Employer has cause of Reasonable Suspicion the employee is under the influence, he/she will be given an opportunity to be assessed by the Employer's EAP services to determine if a drug/alcohol treatment program is necessary. Employee shall not be paid to attend such assessment. The EAP services are covered by the Employer

for the assessment; however any treatment recommended may be covered through the employee's medical coverage or on their own.

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. Employee shall not be allowed to return to work until after release by the EAP/treatment center (unless an outpatient program is a warranted) and a negative drug/alcohol test. Employee shall not be paid by the Employer during this time; however, at the discretion of the employee, he/she may use personal/sick or vacation time.

In addition, upon return to work the employee shall be subject to a Last Chance Agreement which includes additional random testing outside the regular testing pool of up to once additional per month for up to eighteen (18) month.

d. If employee is determined to be in violation for a second time and tests positive, such employee may be subject to discipline up to and including immediate termination. The arbitrator shall have no authority to determine the level of or the appropriateness of the discipline issued.

If the foregoing comports with your understanding of the agreement reached during negotiations, please so indicate by executing this side letter in the space reserved for your signature.

AGREED.

SIGNED IN PREVIOUS AGREEMENTS/MODIFIED AND MODIFIED AND CONFIRMED IN 2018 NEGOTIATIONS

Confirmations

A) Complimentary Park tickets will be distributed per Company policy.

B) The parties confirmed that it was an established USH policy to require drug testing of any employee based upon reasonable suspicion. The parties also confirmed that if USH were to implement a Company-wide policy to drug-test applicants for safety-sensitive positions, then the Union would agree to such testing for Union applicants. The Union also confirmed its understanding that the Company would have to negotiate such testing with other unions, but that such negotiation would not prohibit the Company from drug-testing Union applicants.

C) The parties confirmed their agreement that both the Company and the Union do not condone any lying during investigations or falsifications of documents and their understanding that consequences for engaging in such dishonesty will be severe.

D) The parties confirmed the applicability of Article I.13 of the Basic Agreement "Working in Higher Classification" to USH. An employee who works in a higher classification shall receive the higher wage rate for the hours worked in such higher classification; if the employee works two (2) or more hours per shift in the higher classification, the employee shall receive the higher wage rate for the entire shift.

E) The parties confirmed that the Employer would: (1) establish an official call-in line for work schedules; and (2) email schedules to interested employees' homes at the time the work schedules are posted.

Once the Employer implements a scheduling system which can be accessed off-property, it shall no longer be required to email schedules.

SIGNED IN PREVIOUS AGREEMENTS

Side Letter – Welder Classification

The purpose of this letter is to confirm the agreement reached between Universal Studios Hollywood ("USH") and Studio Utility Employees Local 724 ("the Union") regarding a new Welder classification.

During the 2018 negotiations the parties agreed to add a new classification called Welders. Such work includes structural and cosmetic repairs on various materials. Welding repairs on existing ride related equipment and structures per Engineering direction and/or approved procedures. Fabrication of new parts or structures and repair of broken structures in the field or shop based on conceptual drawings or manufacturing prints to meet QC standards. Nothing shall prevent any other classification in this Agreement from performing welding duties as needed; Animations Technicians may continue to perform welding as directed, but will not receive additional compensation when performing such work.

Welders shall be scheduled in their own scheduling group and will be assigned, by the Employer, to work in any areas, special projects and shifts, based on skills, abilities, and experience, as determined solely by the Employer.

The Welders shall be required to become certified in the basic skills of welding technology and retain those certifications in good standing. The Employer will provide for specific certifications and training as needed and required. Such certifications will be the product of the Employer, and not for any other use outside of their employment with USH.

The Welder wage rate shall be the Journeyman Animations' rate, plus a $1.75/hour premium, which shall be calculated into the base rate.

The side letter shall be in full force and effect throughout the term of the labor agreement, August 1, 2018 through July 31, 2022, and will expire at the same time as the labor agreement.

AGREED:

7/31/18

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

8/01/18

Alex Aguilar, Jr. Date
Business Manager-Secretary/Treasurer
LiUNA! Local 724

Side Letter – Grandfathered Rostered Temporary Employees

The purpose of this letter is to confirm the agreement reached between Universal Studios Hollywood ("USH") and Studio Utility Employees Local 724 ("the Union") regarding Rostered Temporary Employees.

In consideration of the extended project needs of the Employer and the unpredictable nature of work and projects, the Employer desires to continue to utilize Temporary Employees for these types of projects and workloads. In consideration of this unpredictable business, the parties endeavor to recognize these Grandfathered Rostered Temporary Employees for their years of temporary services as such the Employer commits to the following:

After a Grandfathered Rostered Temporary Employee as outlined in Article 3 Wage Rates and Classifications part D (2), has worked 1900 hours a year for two (2) consecutive years and he/she has a total of three (3) years at 1900 per year, he/she shall be eligible for:

- ✓ Vacation and Personal/Sick PDO pay.
- ✓ Appropriate Journeyman rate for the role they are assigned to perform.

The side letter shall be in full force and effect throughout the term of the labor agreement, August 1, 2018 through July 31, 2022, and will expire at the same time as the labor agreement.

AGREED:

7/31/18	8/01/18
Eileen M. McNamara Date	Alex Aguilar, Jr. Date
Vice President, Labor Relations/Counsel	Business Manager-Secretary/Treasurer
Universal Studios Hollywood	LiUNA! Local 724

Side Letter – Animations Controls

The purpose of this letter is to confirm the agreement reached between Universal Studios Hollywood ("USH") and Studio Utility Employees Local 724 ("the Union") regarding employees working in Animations Controls positions.

During the 2018 negotiations, the parties agreed to the following for the Animations Controls:

- ✓ Animations employees who are specifically designated to work in Controls positions shall be removed from the Shift Bid process and scheduled only in Controls.
- ✓ Controls shifts will continue to be scheduled the same as ASL; which means, based on business needs.
- ✓ In exchange for the above, such employees shall be paid a $2.00/hour premium. Such premium will be calculated into the base rate.
- ✓ New Hires in Animations Controls shall be paid $33.00/hour for the first 1200 hours. After reaching 1200 hours, the rate will move to the regular Journeyman Animations Controls rate.

The side letter shall be in full force and effect throughout the term of the labor agreement, August 1, 2018 through July 31, 2022, and will expire at the same time as the labor agreement.

AGREED:

7/31/18

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

8/01/18

Alex Aguilar, Jr. Date
Business Manager-Secretary/Treasurer
LiUNA! Local 724

IN WITNESS WHEREOF, the parties hereto being fully authorized and qualified as representatives of the Employer and the Union, have caused this Supplemental Agreement to be effective August 1, 2018, and do set their hands this 1st day of August, 2018.

FOR UNIVERSAL STUDIOS HOLLYWOOD:

Eileen M. McNamara
Vice President, Labor Relations, Counsel

7/31/18
Date

Glen Connelly
Senior Vice President, Technical Services

7/31/18
Date

FOR STUDIO UTILITY EMPLOYEES UNION, LOCAL 724

Alex Aguilar, Jr.
Business Manager/Secretary-Treasurer

8/01/18
Date

Jon Preciado
Business Manager
Southern District Council of Laborers

08/01/18
Date

Ernesto Ordonez
Secretary/Treasurer
Southern District Council of Laborers

8/1/18
Date

Sergio Rascon
President
Southern District Council of Laborers

8/1/18
Date