

AGREEMENT BETWEEN
UNIVERSAL STUDIOS HOLLYWOOD
AND
LOCAL 724 NIGHT CUSTODIANS

May 1, 2019

TO

April 30, 2022

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THIS AGREEMENT, effective the 1st day of May, 2019, Universal Studios Hollywood, hereafter referred to as the "Employer", and Southern California District Council of Laborers and Studios Utility Employees Local 724, both affiliated with Laborer's International Union of North America. AFL-CIO, hereinafter referred to as the "Union", on the other hand follows:

SECTION 1 SCOPE OF AGREEMENT

This Agreement shall be applicable to the classification of Employees listed in the "Classification, Wage Scales Hours of Employment and Working Conditions" attached hereto, employed by the Employer and whose services are rendered in connection with UNIVERSAL STUDIOS HOLLYWOOD under the supervision of the Employer.

SECTION 2 RECOGNITION

- (A) The Employer recognizes the Union as the exclusive collective bargaining representative of all Employees described in the certification in NLRB Case No. 31-RC-2308.
- (B) The work described and defined below shall be performed by persons who are subject to the terms and conditions of this Agreement, pursuant to past practice.
 - (1) All Employees engaged in cleaning and servicing the interiors of all buildings, trailers, lavatories and restrooms (portable or permanent), dressing room, locker rooms, kitchens, information booths, dispatch offices, coffee shops and all similar area., excepting that work specifically covered under the I.A.T.S.E. Local B-192 and Local 724 Laborers Agreements.
 - (a) Cleaning and servicing: Washing of walls and woodwork, all dusting, vacuuming and cleaning of carpets, washing, stripping and waxing of all floors, emptying of all trash containers, cleaning of sums in kitchens, cleaning of painted walls in kitchens.
 - (2) Night Custodians shall not be assigned to perform the duties of Laborers, Carpenters, Painters or Gardeners as covered by our Collective Bargaining Agreement and Supplemental Agreement, between Universal Studios Hollywood and Studios Utility employees Local 724 affiliated with Southern California District Council of Laborers, both affiliated with Laborers International Union of North America, AFL-CIO.
 - (3) Notwithstanding the foregoing, the Union agrees that housekeepers may perform work covered by this Agreement when special events require their services.

SECTION 3 SHOP REQUIREMENTS

- (A) All Employees of the Employer subject to the provisions of this Agreement shall, as a condition of employment, be or become members of the Union on the sixty-first (61st) day worked following the beginning of such employment, or the execution or effective date of this Agreement, whichever is the later.
- (B) The parties hereto agree that the above Union security provisions shall be

interpreted and enforced in accordance with and subject to the provisions of the National Labor Relations Act, as amended in 1947, or subsequent amendments thereto, or any other applicable case. In the case of repeal or amendment of the Labor Management Relations Act of 1947, or in case of new legislation rendering permissible any Union security to the Union greater than those specified in this paragraph of this amendment then in such event such provision shall automatically be deemed substituted in lieu thereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified Employees for the job requirements of the Employer in their crafts and classification covered by this agreement, and if the Union fails to do so, within twenty-four (24) hours of the Employer's request, the Employer may secure such Employees from any source.

- (C) All new Employees employed by the Employer shall be deemed for the sixty (60) calendar days of continuous employment to be on trial period. Such new Employees may be laid off or dismissed during said period with or without cause.

SECTION 4 HEALTH & WELFARE

The Employer presently offers a combination of group life and medical insurance, which shall be made available to the Employees covered under this Agreement.

All eligible Employees may elect to participate in one of the Employer's group insurance plans subject to the dictates of the plans. The Employer will contribute approximately 80% toward the insurance premiums; the Employee will contribute approximately 20%.

The Employer further agrees to notify all affected Employees of the terms and conditions of the plan(s) and to make such contributions as the plan may require of the Employer, and to deduct from the pay of the Employee such contributions as may be required of the Employee.

SECTION 5 PENSION

The Employer agrees to continue to pay the Laborer's International Union of North America National Industrial Pension Fund, at its principal office in Washington, D.C., for the purpose of providing pension benefits to Employees in the amount of \$1.46 per hour as of May 1, 2019; \$1.96 per hour as of May 1, 2020, and \$2.46 per hour as of May 1, 2021, for all hours worked by each employee.

The Employer approves and consents to the appointment of the Trustees presently acting and to the successors thereto, and further ratifies, confirms and consents to all acts heretofore taken in the creation and administration of said Trust by the Joint Trustees, and agrees to be bound by all the terms, conditions, privileges and obligations provided for by said Agreement and Declaration of Trust as such Agreement may be constituted in its original form or as subsequently amended.

The Employer hereby elects to become a party to such Agreement and Declaration of Trust and does agree to execute the written Participation Agreement adopted by the Trustees of said Trust Fund for execution by Employers contributing thereto.

The parties further agree that at least sixty (60 days) prior to the effective date of any wage increase contained in this Agreement, the Union shall notify the Employer of the allocation which it desires to make all or any part of such increase be allocated to the Pension Plan.

It is further understood and agreed that in the event the Union does not notify the Employer at least sixty (60) days prior to the effective date of the aforesaid increases, the increase then coming due shall automatically be applied to wages.

SECTION 6 AUTHORITY OF UNION AND EMPLOYER

The Union and Employer agree not to maintain or adopt any article or by laws, or any rules or order which will be in conflict with the Agreement and that if any such articles, by laws, rules or orders should be adopted by any party to this Agreement, they shall not be applied to this Agreement.

SECTION 7 TERM OF AGREEMENT

The term of this Agreement shall be for a period commencing with May 1, 2019, and extending to and including April 30, 2022. Either party may notify the other party of its intention to modify the terms and this Agreement. Such notice shall be in writing and provided not less than sixty (60) days prior to the anniversary date. When such notice is served, the parties shall agree to mutual dates and times to commence negotiations diligently and in good faith.

SECTION 8 CLASSIFICATIONS, WAGE SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS

(D) **Wages**

(1) Each year of this Agreement on May 1st, Employees will receive the greater of 3%* or the applicable wage rate as stated below in the Wage Chart:

- (greater of) Effective May 1st, 2019 – 3%*
- (greater of) Effective May 1st, 2020 – 3%*
- (greater of) Effective May 1st, 2021 – 3%*

Wage Chart	Tier**	5/1/2019	5/1/2020	5/1/2021
Night Cleaner	1	\$15.50	\$15.75	\$16.00
Night Cleaner	2	\$16.50	\$17.00	\$17.50
Night Cleaner	3	\$17.00	\$17.50	\$18.00
Night Cleaner	4	\$18.00	\$18.50	\$19.00

*As determined by Section 8 part (D)(2) Performance Reviews.

- ** Tier 1- for new hires/current employees with up to three (3) years of consecutive service.
- Tier 2 – for employees with minimum of three (3) to seven (7) years of consecutive service.
- Tier 3 – for employees with a minimum of seven (7) to ten (10) years of consecutive service.
- Tier 4 - for employees with minimum of ten (10) years of consecutive service.

(2) **Performance Reviews:** Effective May 1st of each contract year, employees with more than 1 year of service on May 1st of each contract year shall receive the greater of the rates listed above in subparagraphs (1) and (2), as applicable, or annual performance-based increases as follows:

- (i) Percentage Increase Amounts
 - a. "Exceeds" rating (or its equivalent) – three and a half percent (3.5%) increase (a minimum of ten percent (10%) of workforce, rounding up).
 - b. "Meets" rating (or its equivalent) – three (3%) increase
 - c. "Does Not Meet" rating (or its equivalent) – zero (0%) increase (a maximum of ten percent (10%) of workforce, rounding up, shall receive zero (0%) increase)

- (ii) Evaluation Criteria, Ratings and Process
 - a. Management shall have the sole discretion to establish evaluation criteria and standards. The Employer shall communicate performance evaluation criteria and expectations to employees.
 - b. Each year, the Employer shall provide advance notification to the employees and the Union of the evaluation schedule (for example, that evaluations will be conducted in November covering the previous November through October).
 - c. Employees are encouraged to seek management feedback about their performance throughout the year. Management will not give an employee a performance rating below a "meets expectations" (or its equivalent), without having had a discussion with the employee about the performance deficiency or issue giving rise to such rating.
 - d. Management shall have the sole discretion to determine an employee's performance rating. Evaluation scores may be subject to the grievance procedure through Step One only and may not proceed arbitration as set forth in Section 14 below, with the exception of a claim of unlawful discrimination or retaliation, or a claim that management failed to comply with the procedure set forth herein. If any other dispute arises under this section, the parties agree to meet and confer.

(E) **Lead Rate**

Leads shall receive an additional rate of \$2.25 per hour for each hour Lead duties are performed.

(F) **Training Rate/Equipment Rate**

- (1) USH will pay an additional \$1.00 per hour to employees (except for Leads) selected by USH for the purpose of training another employee. The training rate shall only be paid for training shifts indicated on the weekly work schedule and only for the hours spent in training other employees. Because training is part of the duties of the Lead, employees in these roles may be requested to train other employees without additional compensation.

- (2) USH shall pay an additional \$1.00 per hour to all employees who operate steamers, buffers, scrubbers and extractors. This rate shall only be paid for the hours spent operating a steamer, buffers, scrubbers and extractors.
- (G) (1) The Employee's shift shall be any five (5) of seven (7) days consecutive employment.
- (2) Call time and work time shall be at the option of the Employer.

SECTION 9 HOLIDAYS

- (A) New Year's Day, Martin Luther King's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas shall be recognized as paid Holidays regardless of work schedule.
- (B) If any Employee works on any of the above holidays, they shall be paid at the rate of double time (2x).
- (C) Holidays not worked: for recognized holidays (as provided in subsection "a" above) not worked, said Employee shall receive an allowance equal to eight (8) hours at their prevailing straight time rate of pay in their next regularly scheduled paycheck for that week's work.
- (D) In order to qualify for holiday pay, an Employee must work the full scheduled workday immediately preceding the holiday and the next scheduled workday immediately following the holiday unless a valid excuse acceptable to the Employer is presented.

SECTION 10 ILLNESS

The Employer or Union may require reasonable proof or a Doctor's Certificate that an illness or injury is legitimate. Such proof shall be furnished by the Employee, the Union, or both.

SECTION 11 BUSINESS REPRESENTATIVES

A duly authorized Business Representative of the Union shall be permitted to visit Universal Studios Hollywood area.

SECTION 12 VACATIONS

- (A) Vacation accrual will occur as follows:
 - (1) After an Employee has been continuously employed for one (1) to four (4) years, they will receive two (2) weeks' vacation with pay.
 - (2) After an Employee has been continuously employed for five (5) years to fourteen (14) years, they will receive three (3) weeks' vacation with pay.
 - (3) For all employees that have been continuously employed for fifteen (15) years or more will receive four (4) weeks' vacation with pay.

- (B) Vacation time is accrued and calculated on a calendar year basis in January, based on the previous year. Such vacation pay will be based on an employee's average weekly pay over the prior year. For employees who have less than one-year of service in January, the Employer will calculate the accrued vacation over the previous year on a pro-rated basis and shall make the vacation available to the employee only after the employee has completed one (1) year of service. (Ex. If an employee was hired in October 2019, his/her vacation accrued in 2019 will be pro-rated and available to the employee in October. Vacation for 2020 will be calculated, accrued and available in January 2020).
- (C) Employees may accrue a maximum of vacation days equal to twice (2x) the amount to which the employee is entitled. (E.g., an employee who is entitled to ten (10) vacation days each year can accrue up to a cap of twice (2x) that amount, or twenty (20) days). Once an employee reaches this maximum cap of accrued vacation, the employee will not accrue additional vacation until the next accrual event in January where the employee does not have the maximum accrual.
- (D) The Employer will attempt to schedule vacations by seniority if the request for vacation is submitted two months in advance. If the request is made less than 2 months before the proposed vacation, the vacation requests will be approved or denied within one week after the supervisor receives a written request. If the request is made more than two months before the proposed vacation, the request will be approved or denied as soon as practicable once the proposed vacation is less than two months away.
- (E) The Employer reserves the right to schedule mandatory vacation.
- (F) If an employee has a need to receive his or her vacation check before leaving for vacation, the employee can make the request to the Human Resources Manager. Requests should be made at least one (1) week in advance. Requests for advance vacation checks will not be unreasonably denied.

SECTION 13 SHOP STEWARDS

The Employer recognizes the Union's right to appoint a Shop Steward to take up all grievances. Said Shop Steward shall be expected to perform the normal duties required of such Shop Steward without discrimination against him/her by the Employer.

SECTION 14 GRIEVANCE PROCEDURES

In the event of any dispute between the Union or any of its members and the Employer with regard to wages, hours or other condition of employment, or discharge cases, or with regard to the interpretation of this Agreement, the procedure will be as follows:

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.

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. By discussion between the aggrieved employee, his or her 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.

The supervisor shall advise the employee within thirty (30) days of the discussion of his/her determination. 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. By conference between the aggrieved employee, the Shop Steward or Union Representative, the Supervisor, and the Labor Relations Representative of the Employer.

Within thirty (30) days of the conference, 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 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 within ten (10) business days of the Step Two Final Answer.

Step Three: Arbitration. Either the Union or the Employer may refer the grievance to an Arbitrator available 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 parties. 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 then 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 grievance and arbitration Section 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.

SECTION 15 ASSIGNMENTS

The parties agree that in the event that the ownership or management of any plant or Employer is changed by sale, merger or in any other manner, this Agreement shall include as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor Employer, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this contract in force to its termination and agrees that no part of this Agreement shall be assigned to any other labor organization other than those, which are parties hereto, without the consent of the parties hereto.

SECTION 16 ATTENDANCE POLICY AND RELATED DISCIPLINE

We depend on our crew members 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. Employees who fail to give proper advance notice will not be eligible to receive paid sick leave, unless circumstances are such that reporting timely was impossible (e.g., medical emergency; automobile accident, etc.).

A "No Call/No Show (NC/NS)" shall be defined as an employee who does not call or report to work within the first hour of the start of his/her shift.

The Employer shall not be required to pay the minimum call of an employee who is considered a NC/NS, if the employee shows up to work and is put to work. Rather, that

employee shall only be paid the hours worked. Further, points shall be assessed regardless of whether the employee is put to work. After one hour with no call and no appearance by an employee, the Employer shall have the discretion to replace or cancel the shift.

<u>ABSENCES</u>	POINTS
(a) Employee is no call/no show.	8
(b) Employee is absent, but notifies supervisor or their Department, within an hour of the start of the scheduled shift.	3
(c) Employee is absent and calls in prior to when the shift starts, but not in sufficient time to comply with departmental procedures.	2
(d) 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 (as defined in Section 18(4)).	2
(e) 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 (as defined in Section 18(4)).	1
(f) Employee is sick and uses available sick leave to cover the entire absence from the shift and notifies the Employer of the absence in compliance with the Departmental procedures for such notification.	0
(g) Employee leaves before the end of shift due to non-work related injury or illness, unless the employee uses available sick leave to cover the remainder of their shift.	1
(h) Employee leaves before the end of their shift, for reasons other than illness or injury, and is approved by a supervisor or manager.	0

II. TARDIES - Employees must be dressed properly in uniform and ready to assume work duties at their work location at their call time. Employees who fail to report to their work station at their exact call time will be considered tardy, even if they've clocked in at the appropriate Timekeeper clock before their call time. 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, depending on an employee's circumstances.

<u>TARDIES</u>	POINTS
(a) 1 tardy/month less than 15 minutes, or 2 tardies/month of less than 6 minutes.	0

(b)	More than one tardy/month between 6 minutes and 15 minutes, or more than two tardies/month less than 6 minutes, or one tardy less than 6 minutes and one tardy between 6 minutes and 15 minutes/month, or any combination exceeding these numbers of occurrences.	# of total tardies for and
(c)	One tardy from Break/Lunch per month	0
(d)	More than one tardy from Break/Lunch per month	# of total tardies for that calendar month
(e)	Employee called (within departmental procedures) and is Fifteen (15) to one (1) hour late.	1
(f)	Employee called (within departmental procedures) and is more than one (1) hour but less than two (2) hours late	2
(g)	Employee called (within departmental procedures) and is more than two (2) hours late.	5
(h)	Employee called, not within department procedures, but within 59 minutes of the start of shift, and is 15 or more minutes late but less than 2 hours late.	3
(i)	Employee is a no call/no show (did not report to work or call within 1 hour of start of shift), but later reports to work. Management, in its sole discretion, determines to put Employee to work. (If Employee is not put to work, 8 points are assessed)	5

The Employer shall not be required to pay the minimum call of an employee who is tardy if the employee is put to work. Rather, that employee shall only be paid the hours worked. Further, points shall be assessed regardless of whether the employee is put to work. After one hour with no call and no appearance by an employee, the Employer shall have the discretion to replace or cancel the shift.

III. DISCIPLINARY ACTION SCHEDULE

(a)	Written Warning	5 pts
(b)	Final Written Warning	7 pts
(c)	Suspension - 1 day	9 pts
(d)	Suspension - 5 day	13 pts
(e)	Termination	15 pts

In the event an employee has received a level of discipline in accordance with the schedule set forth above within three (3) months of the date of any incident warranting further discipline, then, irrespective of the employee's current point total, the Employer may issue the next successive level of discipline.

Example: An employee reaches 7 points on January 15, 2013 and is issued a final written warning for that point total. On February 15, 2013, one point is reduced from the employee's point total pursuant to Para. IV(a) [Other provisions], so his point total is reduced to 6. On March 5, 2013, the employee accrues another point, bringing his total back to 7. Because he had been issued a final written warning within the previous three months, the Employer may issue the employee a one-day suspension for the March 5, 2013 infraction.

IV. OTHER PROVISIONS

(a) Subtract 1 point from total points if the employee does not call in sick (or absent) and does not accumulate any points through the corresponding date of the next month and has worked at least 4 shifts during the month. In the event the employee went on vacation during that period, the calculating period shall be extended by the number of days the employee was on vacation. For example, if an employee last accrued a point on January 10th and then went on vacation for seven days, from January 20th – 26th, then the calculating period, which normally would have been on February 10th, shall be extended by 7 days, to February 17th. In this case, if between January 10th and February 17th, the employee worked at least four shifts and did not accumulate points, on February 17th, a point is reduced.

(b) Employees who provide verifiable information that they were unable to comply with departmental notification procedures will not be subject to disciplinary action.

(c) Employees absent due to approved leave of absence, 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) Once every twelve (12) months, every employee will be allowed to aggregate up to five (5) days of absence due to illness as one absence, provided the necessity for the absence is verified by a medical certificate.

(e) An employee who replaces themselves pursuant to the Employer policy regarding replacement of shifts shall not receive any points.

(f) 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 3(c) or the Employer's treatment of probationary employees pursuant to Article 3(c).

(g) 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.

SECTION 17 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 procedure:

- (1) Verbal Warning (s)
- (2) Written Warning (s)

- (3) Suspension (s)
- (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 thirty (30) days of the date upon which the Employer knew of the event(s) giving rise to the discipline, with the exception that in cases involving harassment and/or discrimination such time period will be sixty (60) days. Failure to impose discipline within the ~~thirty (30) day~~ appropriate time period shall cause the matter to be time barred. ~~This~~ These time limits may be extended by mutual agreement between the Employer and the Union.
- (D) For purposes of progressive discipline or just cause, the Employer shall not take into consideration any discipline beyond the time limits stated below:
 - After 1 year - Discipline below the level of suspension*
 - After 2 years - Suspension level*

*Exception for any level of discipline involving sexual harassment or discrimination will not be removed for three (3) years.

SECTION 18 SICK LEAVE/BEREAVEMENT LEAVE/JURY DUTY LEAVE

- (1) Regular Full-Time employees shall receive two (2) sick days per quarter, available for use on the first day of each quarter, with additional day on January 1st (i.e., January 1, April 1, July 1 and October 1).
- (2) 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 an employee to furnish a physician's written statement. If an employee wants to apply sick leave payment to personal time off, then such employee must give the Employer forty-eight (48) hours' notice.
- (3) Unused sick days from each quarter may be carried over to the next quarter, with the exception of the fourth quarter. The last day an employee may utilize sick pay shall be December 14th of the previous year. Therefore, should an employee call in sick from December 15 through December 31st, the attendance policy will apply and attendance point(s) will be assessed. At the end of each accrued year (December 31), Employees shall be paid in full for their remaining unused sick days. Said payment shall be made no later than January 10 of the following year. No sick pay accrued in an earlier year (and carried over into a sick bank) shall be paid.
- (4) An employee may not utilize paid sick leave on "holiday weekends", unless the employee provides medical certification for the day in which the employee called in sick or presents proof of extenuating circumstance causing the absence. If no medical certification is provided and there are no extenuating circumstances, the employee will not receive sick pay and will receive attendance points as is appropriate. For the purpose of this Section, "holiday weekends" shall be defined as Saturday, Sunday and the day the holiday is observed (government/bank observance) except Thanksgiving and Christmas. For Thanksgiving the holiday weekend shall be Friday, Saturday and Sunday. For Christmas the holiday

weekend shall be the Saturday and Sunday closest to Christmas Day and the day after Christmas Day.

The only exception to this provision is if an employee requests a personal day fourteen (14) days in advance of the "holiday weekend" and Management approves the request. Management shall not unreasonably deny a request made under this paragraph, and when granting such requests, will do so on a first-come-first-basis.

- (5) Any employee absent more than five (5) days may be asked for a doctor's release prior to returning to work. Failure to supply such a release upon request may result in suspension or termination.
- (6) In the case of a death in the immediate family, Regular Full-Time employees otherwise scheduled to work shall be entitled to time off with straight time pay, one time per year, as follows: Three (3) 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.
 - a) "Immediate family" shall be limited to a father, mother, spouse, spousal equivalent, sister, brother, children, grandchildren, grandparents, parents-in-law, siblings-in-law, stepparents and stepchildren of the employee. A "spousal equivalent" shall mean an adult of the same sex with whom an employee has chosen to share their life in an intimate and committed relationship, resides with, and shares a mutual obligation of support for the basic necessities of life. Employees shall be required to prove spousal equivalent status, including filing of an Affidavit of Spousal Equivalency. For the purposes of this Article, a spousal equivalent shall be treated as a spouse.
 - b) The Employer will not unreasonably deny additional bereavement days but the Employee may be required to use vacation.
 - c) As a condition for paid bereavement leave, the Employer may make require documentation of proof of death and/or relationship. 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.
- (7) Upon proof of jury duty service, the Employer will pay up to five (5) days of jury duty per year for any Regular Full-Time employee who is scheduled to work on the day called for jury duty service. Employees are required to give as much advance notice of jury duty service as possible, and must, at a minimum, comply with the attendance policy requirements for an absence in order to be eligible for jury duty pay.

SECTION 19 NO DISCRIMINATION

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

SECTION 20 FOUL WEATHER GEAR

The Employer shall maintain an adequate supply of foul-weather gear, which shall be provided when needed to Employees assigned to work outside during inclement weather. All items furnished by the Employer shall be returned by the Employee when such items are not actively in use.

SECTION 21 SENIORITY

- (A) Definition: Continuous service from date of original hire or most recent date of rehire.
- (B) Application: An employee’s seniority will be used for purposes of layoffs or recall. The Employer will attempt to schedule work weeks and vacations with preference to seniority.
- (C) Procedure: In the event of a reduction in the work force, the least senior Employee will be laid off first, then the next least senior Employee etc. In the event of an increase in the workforce, the most senior Employee on lay off will be recalled first.
- (D) Loss of Seniority: Seniority will be lost if:
 - (1) An Employee quits
 - (2) An Employee is terminated
 - (3) An Employee is recalled and fails to report for work within three (3) workings days from receipt of notification mailed to the Employee’s address as recorded on his/her personnel record.
 - (4) An Employee is laid off for a period of more than one year.

SECTION 22 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 unless the strike or picket line has been sanctioned by the Laborer’s International Union of North America, AFL-CIO. The Employer will not discipline any Employee covered by this Agreement because of their refusal to cross such picket line. The Union agrees that it will immediately publicly disallow any strike, slowdown, work stoppage, or other interruption of work and will, in good faith, use every effort to terminate such unauthorized strike, work stoppage, slowdown, or other interruption of work.

SECTION 23 JOINT LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a Labor Management Committee (LMC) to examine the various provisions of this Agreement and operational issues, which may need further discussion, definition, resolution or modification. The purpose of the LMC is to explore creative means and solutions to problems through continuous discussion and communication between parties. To that end, the LMC shall not exceed 6 members in total (three each). The LMC shall have the ability to modify this Agreement upon mutual agreement of the Union and Employer representatives. Should an issue arise in which the Union and Employer are not able to come to a mutually agreeable situation, the issue will be tabled until the next contract negotiations.

SECTION 24 UNION DUES

The Employer agrees to establish a check-off for the payment of Union dues and will deduct such payments from the wages of all employees covered hereunder and remit same to the Union in accordance with the terms of the signed authorizations of such Employees. The Employer may, at its election, cease such deductions and remittances after the date of termination of the Agreement or of any written extension thereof, and provided the parties have not negotiated an immediate successor agreement providing for such deductions.

- (A) The Employer agrees those Employees for whom LIUNA! Local 724 is recognized as the sole collective bargaining representative, on the Employer payroll as of the effective date of this Agreement or who are subsequently employed by the Employer in this category shall become and remain members of the Union, in good standing no later than sixty-one (61) days after the effective date of this Agreement or their date of employment, whichever is later and shall remain members in good standing as a condition of continued employment.
- (B) The economic requirements of the Employees with respect to their membership in the Union shall be consistent with the following:
 - (1) All Employees covered hereunder are required to pay initiation fees and Union dues in accordance with the Constitution and Bylaws of the Union.
 - (2) The Union agrees to keep all records of Employee contributions toward both annual dues and initiation fees. The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Section.

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 requirement to pay Union dues. If, after fourteen (14) days, the Employee has not complied with the financial obligations to the Union, the Union shall advise the Employer of the failure to pay dues and may make a demand to terminate said Employee for failure to pay such Union dues. If such demand is made, the Employer shall be obligated to terminate said employee for failure to pay dues as required by this Agreement.

SECTION 25 SCHEDULES

- (A) The Employer will endeavor to post the following week’s work schedule no later than Friday midnight.
- (B) It will be the responsibility of the employee to obtain their new schedule.
- (C) In the event the Employer changes the employees schedule after it has been posted, it shall be the responsibility of the Employer to notify the employee.

SECTION 26 SUPPLIES

USH acknowledges the importance of providing adequate equipment and supplies in order for Employees to complete assigned work. USH shall endeavor to make readily available any necessary supplies and equipment, such as degreasers, sanitizers and cleaners. Employees acknowledge the importance of communicating to management any concerns or problems regarding supplies, equipment or working conditions. Employees will endeavor to report problems or concerns to their supervisor as soon as possible. If problems persist, Employees will follow the chain of command to continue to report unresolved problems of concerns.

SECTION 27 USH PARK TICKETS

All employees shall be eligible to receive complimentary guest passes to USH pursuant to Employer policy. USH reserves the right to modify Employer policy and/or terminate such policy.

SECTION 28 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, including wage rates, than those provided herein. Further, the Employer, at its discretion, with or without Union consultation, may give any individual better conditions and terms, including wage rates, than those provided herein. If the Employer pays an individual at an over-scale rate, the local Union office will be notified in writing. In all cases, every minimum standard and pay increase set out in this Agreement shall be observed; none shall be "traded" away for an over-scale rate or condition.

SECTION 29 WALKING/CHANGING TIME

All employees shall be required to clock into work at the Park Services "Cage", or other location designated by the Employer, dressed and ready to work at their call time. All employees shall receive twelve (12) minutes of walking/changing time at the end of their shift. Employees are permitted to take their uniforms, which are wash and wear, home and may wash them at home.

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.

The parties further agree that if in the future, employees are issued par of uniforms that may be taken home, such that they do not have to get their daily uniform from wardrobe and change at work, the employees shall no longer be eligible for the walking/changing time set forth above.

**SECTION 30 TEMPORARY, PART-TIME OR ON-CALL DAILY EMPLOYEES
AND DUAL CLASSIFICATION**

The Employer may use temporary, part-time or on-call daily employees, including "Dual Classification" employees as described below, who shall not be subject to the terms or benefits of the this collective bargaining agreement (except for pay rate) and shall not be subject to union jurisdiction, dues and fees requirement, provided that the Employer limits such use to five-percent (5%) of the total shifts worked in the bargaining unit per calendar year and that no individual works more than 89 shifts per calendar year. The Union will not unreasonably deny an exception to these limitations depending on the circumstances on a case-by-case basis. The parties agree to convene a Contract Adjustment Committee meeting once a year to review this provision.

"Dual Classification" employees may work under two collective bargaining agreements but must select one position as their "primary position." The Employer shall first assign work and hours to the employee for the primary position. There will be no seniority re: hours for the non-primary position. The employee shall be entitled to benefits, such as vacation, holiday, sick leave, health and welfare, etc., for the primary position only. All hours worked by the employee in both positions at the Employer shall count toward benefits for the primary position. Employees who select LIUNA, Local 724 as their secondary position, shall be required to become a member of the union in accordance with Section 3(c) in the event such employee works more than 89 shifts per calendar year.

IN WITNESS WHEREOF, the parties hereto, being full authorized and qualified as representatives of the Universal Studios and the Union, do set their hands, on this ____ day of May 2019.

FOR UNIVERSAL STUDIOS HOLLYWOOD:

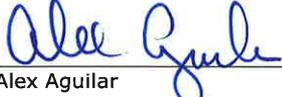


Eileen M. McNamara
Vice President, USH Labor Relations

4-26-19

Date

FOR STUDIOS UTILITY EMPLOYEES LOCAL 724:



Alex Aguilar
Business Manager, Local 724

4/26/19

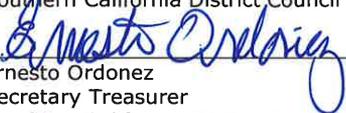
Date



Jon Preciado
Business Manager
Southern California District Council of Laborers

04/26/19

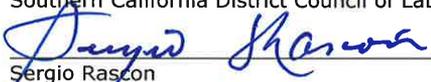
Date



Ernesto Ordonez
Secretary Treasurer
Southern California District Council of Laborers

4/26/19

Date



Sergio Rascon
President
Southern California District Council of Laborers

4/26/19

Date

Side Letter – Health Care Premiums January, 2019 - December, 2022

The purpose of this letter is to confirm the agreement reached between Universal Studios Hollywood ("USH") and LiUNA! L724 ("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 benefit year on December 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 Section 4. The Employer retains its contractual position of providing for in Section 4:

"SECTION 4 HEALTH & WELFARE

The Employer presently offers a combination of group life and medical insurance, which shall be made available to the Employees covered under this Agreement.

All eligible Employees may elect to participate in one of the Employer's group insurance plans subject to the dictates of the plans. The Employer will contribute approximately 80% toward the insurance premiums; the Employee will contribute approximately 20%.

The Employer further agrees to notify all affected Employees of the terms and conditions of the plan(s) and to make such contributions as the plan may require of the Employer, and to deduct from the pay of the Employee such contributions as may be required of the Employee".

However, in consideration of ratification on the first vote of the Agreement by May 3, 2019 the Employer shall agree to the increased premium payment of 90% as stated above.

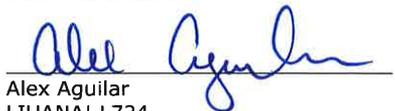
The parties agree this additional premium payment is an exception to Section 4 for the purposes of this Agreement only, and such side letter shall expire with the termination of the 2019-2022 USH/LiUNA! L724 Agreement.

FOR THE EMPLOYER:



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

FOR THE UNION:



Alex Aguilar
LIUANA! L724

