AGREEMENT BETWEEN

UNIVERSAL STUDIOS HOLLYWOOD

AND

LOCAL 724 NIGHT CUSTODIANS

MAY 1, 2014

TO

APRIL 30, 2019

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THIS AGREEMENT, effective the 1st day of May, 2014, between Universal City Studios, LLC d.b.a. 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 sumps 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 (Universal City Studios, LLC.) 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 Company 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%. This percentage shall remain constant for the life of this Agreement.

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 eighty-one cents ($0.81) per hour, 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 Company 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

This Agreement shall remain in full force until April 30, 2019, and shall be automatically renewed from year to year thereafter unless either party shall, not less than sixty (60) days prior to any anniversary date, give to the other written notice of its intention to modify the terms of this Agreement. Negotiations shall start no later than March 1st of the contract year, unless such date is extended by mutual consent.

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

(A) Each Employee shall be notified at the time of their employment under which classification and wage schedules they are employed. They shall also be notified before any change of classification or wage schedule is effective and such change is retroactive.

(B) An Employee shall be guaranteed a minimum call of eight (8) hours per workday if they are called to work. Time and one-half (1½) shall be paid to any Employee who works in excess of eight (8) hours per day or forty (40) hours per week. Time and one-half shall be paid for any work on a sixth (6th) consecutive day and double time (2x) for any work on the seventh (7th) consecutive day.

From time to time, special events, including but not limited to, office reorganizations or moves, private parties, special functions, etc., may take place at Universal Studios Hollywood. An Employee may be scheduled for a six (6) hour minimum call for such special events. Such work calls will be in addition to the Employee's regularly scheduled work calls. Time and one-half (1 ½) will be paid for any hours worked in excess of six (6) hours on such special scheduled days.

(C) The payroll week shall be the established payroll week of the Employer consisting of seven (7) consecutive calendar days. All wages shall be paid weekly by check, which shall specify the total number of hours worked, and an itemized list of all deductions. The Employer has the right to change the payroll week one time during the contract term.

(D) <u>Wages</u>

(1) Wage Rates for employees hired on or after January 1, 2014 shall be as follows:

Effective May 1, 2014 - $10.25
Effective May 1, 2015 - $10.75
Effective May 1, 2016 - $11.25
Effective May 1, 2017 - $11.75
Effective May 1, 2018 - $12.25

(2) Wage rates for employees hired between January 1, 2013 and December 31, 2013 shall be as follows:

Effective May 1, 2014 - $10.50
Effective May 1, 2015 - $11.00
Effective May 1, 2016 - $11.50
Effective May 1, 2017 - $12.00
Effective May 1, 2018 - $12.50

(3) 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) – four percent (4%) increase (a minimum of ten percent (10%) of workforce, rounding up, will receive four percent (4%) increase)
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 Company shall communicate performance evaluation criteria and expectations to employees.
b. Each year, the Company 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 to CSATF or 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.

(3) Effective May 1, 2014, employees hired before January 1, 2013, shall receive a one-time wage adjustment as set forth in the Memorandum of Agreement dated April 24, 2014.

(E) Foreman rate

Effective May 1, 2014, Foreman shall receive an additional rate of $2.00 per hour for each hour Foreman duties are performed.

(F) Training Rate/Equipment Rate

(1) USH will pay an additional $1.00 per hour to employees (except for foreman and gang boss) 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 foremen and gang bosses, 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. This rate shall only be paid for the hours spent operating a steamer.

(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.

(3) Employee will hold himself in readiness for any additional work time on call of 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

(A) 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 as of May 1, 2011, they will receive four (4) weeks' vacation with pay.

(4) For all employees who have been continuously employed for fifteen (15) years or more, but did not reach fifteen (15) years of employment by May 1, 2011, they will receive three (3) weeks' vacation with pay. These employees, however, will receive four (4) weeks' vacation with pay after their fifteenth (15^{th}) year of employment, twentieth (20^{th}) year of employment, and so on, in five-year-anniversary increments. These employees will not be entitled to the extra week of vacation with pay on the years in between these five-year-anniversary dates, and will only receive three (3) weeks' vacation with pay in such years.

(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 2008, his/her vacation accrued in 2008 will be pro-rated and available to the employee in October 2008. Vacation for 2009 will be calculated, accrued and available in January 2010).

(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.[1]

[1] Employees who have more than two times the allowable accrual as of 5/1/2014 shall be eligible to use those accrued days until 4/30/2016, and any such excess days not used by 4/30/2016 shall be forfeited. Such employees shall be subject to the maximum accrual provision above and will not be eligible to accrue additional vacation days 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 that 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:

Step One: The Business Representative of the Union and a Representative of the Employer shall immediately discuss the matter and the dispute shall be settled if at all possible. Any grievance or claim not presented under step one within thirty (30) days after the Union knew or should have known of the occurrence of the subject matter of the grievance shall be deemed to be waived.

Step Two: If the grievance is not settled within five (5) working days following the invocation of Step One, the aggrieved party may proceed to Step Two, by delivering or mailing, within five (5) days thereafter, a written demand, which shall include a statement of the particulars on the claim, upon the party and upon the designated Representative of the Local Union and CSATF. Failure of the aggrieved party to so serve such demand shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step Two. Such stipulation shall be made a part of the record. If such demand is so served, the grievance shall be brought before the Grievance Committee as soon as possible, but not later than twenty (20) workings days following the receipt of such notice. The Grievance Committee shall consist of a designated Representative of the Local Union and a representative of CSATF.

The parties of the grievance shall be present and shall be responsible for the presentation of their own position at such time and place. Failure of either party to the grievance to comply with the foregoing requirements shall be deemed a waiver of the claim or waiver of any defense to the claim, as the case may be.

The Grievance Committee shall schedule the order of the grievances to be heard. The Grievance Committee will afford the parties an oral hearing on the merits of such grievance and render a written decision thereon with five (5) working days from the close of the hearing, but in no event later than twenty (20) working days after the hearing commenced. The Second Step shall be an informal one and for the purpose of resolving the grievance. The Committee shall determine its own rules and procedures. The

decision of the Committee shall not be precedential. The decision of the Grievance Committee, if any, shall be final and binding upon the parties and any Employees concerned. If the responding party objects to Step Two, it shall so notify the other party and CSATF at least three (3) days prior to the Step Two hearing. The aggrieved party shall thereupon have the right to proceed to arbitration.

Step Three: If such Grievance Committee cannot settle the dispute, the aggrieved party shall have the right to proceed to arbitration within 10 working days after such Grievance Committee has met. The Company and Union will jointly agree to a list of 7 neutral arbitrators who shall be selected by the "alternate strike" method. During the term of this Agreement, the parties may mutually add the names of additional persons to the panel of neutral arbitrators to either supplement the panel or replace persons no longer available to serve. The arbitration hearing shall be presided over by the neutral arbitrator selected from the panel. The Union, the Company and CSATF shall schedule the arbitration to be heard as soon as reasonably practicable after the selection of the arbitrator. The neutral arbitrator shall not have the power to effect a change in any of the collective bargaining agreement provisions. He shall have the power to interpret and apply the provisions of this Agreement. The neutral arbitrator shall not have the power to determine jurisdictional disputes between the Union and any other labor organization. Fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.

SECTION 15 ASSIGNMENTS

The parties agree that in the event that the ownership or management of any plant or Company 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 Company, 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 Company 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 Company 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 Company shall have the discretion to replace or cancel the shift.

ABSENCES		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 Company 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 Company 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 Company 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.

TARDIES	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 15 minutes, or more than two tardies/month less that calendar month 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 Company 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 Company 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 Company 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 Company 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 Company will notify the Union of the extenuating circumstances. Nothing herein shall affect the employee's probationary status under Article 3(c) or the Company'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. Failure to impose discipline within the thirty (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) At the Union's request the Company shall not unreasonably deny the removal of disciplinary documents.

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 Company not later than two (2) hours prior to their scheduled shift. The Company 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 Company 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 Company 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 AFFIRMATIVE ACTION

The Employer and the Union agree to take affirmative action both jointly and separately to ensure equal employment opportunity in the employment of all qualified applications for employment and all Employees with regard to race religion, creed color, national origin, age and sex. Such action shall include but not be limited to the following: employment upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation, or the selection for training. The provision is limited to the members of the unit and shall not be used in derogation of rights of Employees covered under this Agreement.

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 that 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 Company 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 CONTRACT ADJUSTMENT COMMITTEE

The Employer and the Union agree to establish a Contract Adjustment Committee to examine the various provisions of this Agreement and operational issues, which may need further discussion, definition, resolution or modification. The purpose of the Contract Adjustment Committee is to explore creative means and solutions to problems through continuous discussion and communication between parties. To that end, the Contract Adjustment Committee shall not exceed 6 members in total (three each). The Contract Adjustment Committee 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.

SECTION 25 SCHEDULES

(A) The Company 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 Company changes the employees schedule after it has been posted, it shall be the responsibility of the Company 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 JOINT MANAGEMENT/LABOR MEETINGS

The Union will meet with representatives from Labor Relations and Park Services Management on a monthly basis to discuss issues related to the bargaining unit. The parties will endeavor to submit an agenda at least one week in advance of the meeting; however, failure to include an item on the agenda will not preclude the parties from mutually agreeing to add agenda items at the meeting. The Union is welcome to bring employee representatives to the meetings. The parties may change the frequency of the meetings based upon mutual agreement.

SECTION 28 USH PARK TICKETS

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

SECTION 29 BETTER TERMS AND CONDITIONS

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Company better conditions and terms of employment, including wage rates, than those provided herein. Further, the Company, 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 Company 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 30 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 Company 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 Company concerning the amount of additional time such members are subject to the control of the Company, 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 31 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 Company 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 Company 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 7 day of May 2014.

FOR UNIVERSAL STUDIOS HOLLYWOOD

Melissa P. Lopez
Vice President, USH Labor Relations

Date: 5/8/14

Scott Strobl
Senior Vice-President, Operations

Date: 5/8/14

FOR STUDIOS UTILITY EMPLOYEES LOCAL 724:

Tom Inman
Business Manager, Local 724

Date: 5-7-14

Armando Esparza
Business Manager
Southern California District Council of Laborers

Date: 5-7-14