

**Supplemental Agreement  
Between  
Universal Studios Hollywood  
And  
Studio Utility Employees Local 724**

**August 1, 2022 through July 31, 2026**



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

This Agreement is entered into as of the 1<sup>st</sup> day of August 2022, terminating midnight, July 31, 2026, between Universal Studios Hollywood (Universal City Studios, LLC.) (hereinafter referred to as the "Employer"), on the one hand, and Studio Utility Employees Local 724, Southern California District Council of Laborers, International Union of North America, AFL-CIO, (hereinafter referred to as the "Union") on the other hand. In consideration of the mutual agreements hereinafter contained, it is agreed as follows:

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

**ARTICLE 1: WORKWEEK AND OVERTIME**

**A) Workweek**

1. The regular workweek shall consist of either any four (4) days (with ten (10) hours' straight time worked each day) or any five (5) days (with eight (8) hours' straight time worked each day) out of any seven (7) days, Sunday through Saturday. The Employer shall have the right to change the workweek upon thirty (30) days' notice to the Union (i.e. – to Saturday through Friday). In the event an employee was scheduled to work the Saturday that moved from being at the end of the workweek (per a Sunday through Saturday workweek) to the beginning of the workweek (per a Saturday through Friday workweek), the Employer will advance that employee the pay for the work on that particular Saturday.
2. For an employee working a ten (10) hour/four (4)-day workweek, the Employer will schedule at least two (2) consecutive days off during the workweek as defined in this article. If the Employer schedules two (2) consecutive days off and one non-consecutive day off during the workweek, then at least one of the days off will be on a Saturday or Sunday.
3. For an employee working an eight (8) hour/five (5) day workweek, the Employer will schedule two consecutive days off during the workweek as defined above provided, however, that split days off may be scheduled as a result of a *bona fide* schedule change as defined in subparagraph (A)(4).
4. "*Bona Fide* Schedule Change" shall be defined as changes which are a result of: a) seasonal changes (e.g., peak to non-peak, non-peak to peak); b) changes due to major projects or rehabs which have a duration of ten (10) or more days; and/or c) changes to weekly shift coverage for vacations, personal leaves, medical leaves, illness, injury, or retirement.
5. A day or days off at the end of any workweek immediately followed by another day or days off at the beginning of the next workweek shall satisfy the two (2) consecutive days off requirement.

6. Wherever practicable, the Employer will attempt to make shift assignments to allow employees at least one weekend day off, subject to business necessity. In the event that the Maintenance Department schedules necessitate the assignment of employees to consecutive Saturday and Sunday workdays, the Employer will offer such shifts in order of seniority. If the schedule is not filled on a voluntary basis, the Employer will assign such shifts in inverse order of seniority pursuant to the skills and abilities requirements.
7. An employee scheduled to work a sixth consecutive day in a separate or different workweek shall have the option to decline such assignment.
8. With respect to Figure Finishers, Employer has the right to schedule Forepersons and/or Gang Bosses out of seniority. With respect to Animations Technicians, the Employer has the right to schedule the Designated Forepersons and/or Designated Gang Bosses (per Article 2(D)), out of seniority.
9. With respect to the Maintenance Department, Employer has the right to schedule Forepersons and Gang Bosses out of seniority. In the event the Employer has scheduled twelve (12) or more Maintenance staff on a night shift, then the Employer shall assign a Foreperson for the shift.

B) Overtime

1. Employees who work a schedule of four (4) days with ten (10) hours' straight time worked each day shall be paid at time and one half ( $1\frac{1}{2}x$ ) for hours worked in excess of ten (10) hours per day or forty (40) hours per week; provided, however, that hours worked in excess of fifty-five (55) hours per week shall be paid at two times (2x) the employee's regular hourly rate. All time worked in excess of twelve (12) hours worked per day or hours worked on a seventh day within a workweek shall be paid at two times (2x) the employee's regular hourly rate. There shall be no pyramiding of overtime. For the purposes of this subparagraph, hours worked on a sixth or seventh shift within a workweek will be treated like hours worked on a sixth or seventh day within a workweek.
2. Employees who work a schedule of five (5) days with eight (8) hours' straight time worked each day shall be paid at time and one half ( $1\frac{1}{2}x$ ) for hours worked in excess of eight (8) hours per day, sixth day of work within a workweek or forty (40) hours per week. All time worked in excess of twelve (12) hours worked per day or fifty-five (55) hours per week, or hours worked on a seventh day within a workweek shall be paid at two times (2x) the employee's regular hourly rate. There shall be no pyramiding of overtime. For the purposes of this subparagraph, hours worked on a sixth or seventh shift within a workweek will be treated like hours worked on a sixth or seventh day within a workweek.
3. In the case of 6th and 7th days of work in a workweek, priority shall first be given to individuals who have not already worked a premium day that week. For example, in the case of employees who work a "5-8" schedule, employees will not be scheduled for a 7th day in the week if there are trained and qualified employees who are available to work a 6th day. Similarly, in the case of employees who work a "4-10" schedule, employees will not be scheduled for a

6th day or a 7th day if there are trained and qualified employees who are available to work a 5th day or 6th day, respectively.

4. If an employee works two workweeks in which the first week the employee's schedule is Tuesday – Saturday and the second week is Sunday – Thursday, and this results in the employee working ten (10) days straight, then the second week, he or she shall receive time and one half (1½x) for all hours worked on Sunday and two times (2x) for all hours worked on Monday. If the employee then works on Friday or Saturday of the second week, he or she shall receive straight time for all hours worked on those days.
5. When the Employer has at least one (1) hours' notice that overtime will be required, the Employer will notify employees a minimum of one (1) hour prior to the end of shift and offer the worked overtime to volunteers in seniority order, assuming the employees are capable of performing the required work. If there are not sufficient volunteers, the Employer will assign overtime in inverse order of seniority, assuming the least senior employees are capable of performing the required work.

C) Tech Calls

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

## **ARTICLE 2: SENIORITY**

A) Separate Seniority Rosters for Universal Studios Hollywood shall be maintained by the Employer for Universal Studios Hollywood employees working in the jurisdiction of Local 724. For the purpose of this article, classification seniority shall be based on the date that the employee is hired or transfers into the job classification in issue. The Employer maintains separate seniority rosters for the following job classifications:

- Laborer
- Landscaper (including Horticulturist)
- Animations Technician
- Maintenance Technician
- Painter, excluding Sign Fabricator
- Figure Finisher
- Welder
- Sign Fabricator

- Tool & Parts Technician<sup>1</sup>

**B) Specialty Groups**

1. The Parties recognize the following groups within their corresponding seniority rosters that perform specialized duties and for which the Employer selects employees based on demonstrated specialized skills, abilities, experience, and/or credentials, where appropriate:

<b>Group</b>	<b>Corresponding Seniority Roster</b>
Construction	Maintenance Technician
Show Maintenance	Maintenance Technician
Plumbing	Maintenance Technician
Hazmat	Maintenance Technician
Animations Controls <sup>2</sup>	Animations Technician
Figure Animations	Animations Technician
Quality Control/Compliance	Animations Technician

2. The Employer will post among all Tech Services employees if and when a position opens in one of the specialty groups identified in Article 2(B)(1). The Employer will give preference of employment to candidates from Tech Services who have the skills, abilities, experience, and/or credentials required for the position, as such qualifications are reasonably determined by the Employer in its sole discretion. Seniority will be the determining factor among Tech Services candidates if the Employer has reasonably determined that such candidates' skills and abilities are relatively equal. The Employer will not select a candidate from outside of Tech Services unless and until it has interviewed all interested candidates from Tech Services. The Employer will inform any candidate from Tech Services who is not selected for the open position of the reasons that the person was not selected.

**3. Minimum Commitment & Process for Moving Out of Specialty Group**

- a. As of August 1, 2022, employees in a specialty group within the Animation Technician seniority roster shall work within that group for a minimum of four (4) years (time spent working in the specialty group as of August 1, 2022, will count toward the four-year commitment), after which the employee may elect to be removed from the specialty group and work within the Animations Technician seniority roster provided there is an open

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<sup>1</sup> The parties have established that the Union has exclusive jurisdiction over the Tool & Parts Technicians (f.k.a. "Thunderdome Tool Room"), except for the Teamsters, Local 399 Parts Person.

<sup>2</sup> Terms and conditions regarding Animations Controls are set forth in the Side Letter re: Animations Controls. The Parties understand and agree that an Animations Control Technician cannot move into a non-specialty Animations Technician position pursuant to Article 2(B)(3)(a) unless such Technician possesses the skills and abilities necessary for a non-specialty Animations Technician position.

non-specialty position available within that roster. In the event a current employee in a specialty group as of August 1, 2022, does not want to continue in the specialty group, the Union and the Company will confer to work out a mutually acceptable solution, provided that if no mutually acceptable solution is reached by the next bid following August 1, 2022, such employee will be allowed to bid on a different position. Once an Animations Technician notifies the Employer, in writing, of a desire to be removed from the specialty group and return to a non-specialty position within the Animations Technician roster, the Employer will not hire anyone into a non-specialty Animations position until the Technician has been placed into a non-specialty Animations position. In the event an individual elects to return to an open non-specialty Animations position during the term of an Animations bid, the Employer will assign that employee shifts based on the business need (treated as a new hire) until the next bid period, at which point the Technician will participate in the bid process. Alternatively, an Animations Technician in one specialty group can move to another specialty group pursuant to Article 2(B)(2) after completing the Technician's four-year commitment. The Employer retains all rights to determine staffing levels for each position within the Animations Technician seniority roster, including specialty positions. Notwithstanding the foregoing, the Employer and Union may mutually agree for a Technician to transfer out of a specialty position at any time.

- b. As of August 1, 2022, employees in a specialty group within the Maintenance Technician seniority roster shall work within that group for a minimum of two (2) years (time spent working in the specialty group as of August 1, 2022, will count toward the two-year commitment), after which the employee may elect to be removed from the specialty group provided there is an open non-specialty position available within that roster. In the event a current employee in a specialty group as of August 1, 2022, does not want to continue in the specialty group, the Union and the Company will confer to work out a mutually acceptable solution. Once a Maintenance Technician notifies the Employer, in writing, of a desire to be removed from the specialty group and return to a non-specialty position within the Maintenance Technician roster, the Employer will not hire anyone into a non-specialty Maintenance position until the Technician has been placed into a non-specialty Maintenance position. Alternatively, a Maintenance Technician in one specialty group can move to another specialty group pursuant to Article 2(B)(2) after completing the two-year commitment. The Employer retains all rights to determine staffing levels for each position within the Maintenance Technician seniority roster, including specialty positions. Notwithstanding the foregoing, the Employer and Union may mutually agree for a Technician to transfer out of a specialty position at any time.
4. Employees working in specialty groups within the Animations Technician classification are assigned work and shifts based on business need.

C) Seniority will be the determining factor for days off, a.m./p.m./graveyard shift assignments, areas, and overtime, when the employees are trained and the Employer

deems abilities (e.g., hydraulics, pneumatics, controls, welding, water treatment, diving, etc.) are equivalent.

D) Scheduling in Animations shall be as follows:

1. Scheduling by Bid. All positions in Animations, except Designated Forepersons, Designated Gang Bosses, fifty percent (50%) of the positions in the Central Shops Vehicle Rehab division, and employees in the specialty groups listed in Article 2(B)(1), will be filled by bid. The schedule shall be posted for bidding, at the discretion of the Employer, no more than four (4) times per year and no less than one (1) time every two (2) years. The Employer shall provide thirty (30) days' notice of rebidding.
2. Available Shifts and Schedules per Venue. The Employer shall establish, based on its sole determination of business need which shall be in good faith, the shifts (a.m./p.m./graveyard) available by Venue, and days off. "Venue" shall be determined by the Employer and will refer to a specific location or groups of locations of work within the Animations Department where a crew may work, which may be different from shift to shift. Attached as Exhibit C is a list of the current Venues by shift. In the event the Employer intends to change or add Venues, the Employer will notify the Union and consider the input of the Union in regard to such proposed change. The Employer will not change or add Venues with the intent to undermine the right of employees to bid on a specific work location. By way of reference only for selecting a shift: an "a.m." shift may start anywhere from 1:00 a.m. to 8:00 a.m.; a "p.m." shift may start anywhere from 9:00 a.m. to 4:00 p.m.; a "graveyard" shift may start anywhere from 5:00 p.m. to 12:00 a.m.
3. Foreperson and Gang Boss Assignments. The Employer will ensure that there is a Foreperson or a Gang Boss assigned every day to each Venue on each shift. The Employer has discretion to assign the Technicians it deems most qualified to occupy Foreperson and Gang Boss positions, subject to the limitations below. Before the bid process described below, the Employer may select and/or assign Designated Forepersons and/or Designated Gang Bosses out of seniority to a schedule (i.e., specified days on and off of work) and shift (i.e., hours of work). Employer shall not be required to replace a Foreperson or Gang Boss on vacation, leaves or temporary vacancies so long as either a Gang Boss or Foreperson is scheduled. If the Employer elects to fill a Foreperson or Gang Boss position that is temporarily vacant, it will offer the position to the most senior qualified Technicians (with such qualifications reasonably determined by the Employer) on the same shift of the same Venue as the vacant position. If the most senior Technician is not selected for the temporary vacancy, the Employer will inform the Technician why the Technician was not selected. When such temporary vacancy lasts longer than a five-day workweek of the Gang Boss or the Foreperson, a replacement shall be made for the duration of the Gang Boss' or Foreperson's leave. If, during the term of the bid, there is a permanent vacancy of a Gang Boss or Foreperson position, the Employer may post among all Technicians, regardless of shift bid, to fill the Gang Boss or Foreperson position.

4. Selection and Removal of Animations Forepersons and Gang Bosses. Forepersons and/or Gang Bosses shall be selected in management's sole discretion. When such a position becomes available, the Employer will post a notification of the open position, listing the requisite skills and experience for the position, as well as the general responsibilities of the position. The open position shall be posted for seven days. Interested employees shall notify management of their interest by following the instructions on the posting. The Employer will interview all internal candidates for the open position. Management will solicit input from the appropriate Forepersons when selecting a Gang Boss. Management will make a selection based on its sole assessment of the candidate's skills, abilities and experience for the specific position. The Employer shall notify all candidates who are not selected and explain the reasons that the candidate was not selected. The Employer may remove any Foreperson and/or Gang Boss in its sole discretion.
5. Bid Details. Bids shall designate start times, days off, and Venue. The start time may be subject to change within the hours specified in Article 2(D)(2) for the shift in issue based on business needs. The Employer shall endeavor to keep the start times consistent within the weekly schedule and it will give as much notice as practicable in the event of a change of two or more hours from the start time designated in the bid.
6. Weekend Schedules. The Employer will ensure that at least one (1) schedule per shift per Venue, provided at least seven (7) Technicians work at the Venue during the shift in issue, and at least thirty percent (30%) of the schedules overall but not including Central Shops (i.e., the schedules of all Animations positions in the park), include a weekend day off and are available for bidding in seniority order. For graveyard shifts, a weekend day off is a weekend day in which the Technician does not begin a shift.
7. Pre-Bid Review. At least ten (10) days before the Employer promulgates a bid, a labor-management bid committee, consisting of an equal number of Employer and Union representatives, will meet to discuss the proposed bid and explore adjustments that might be made to the proposed bid. Following this committee meeting, the Employer will post the bid. The Employer shall provide the Employees with a minimum of seven (7) days between the time the open bid is posted and the first bid appointment (which may be included within the 30-day notice of rebidding). In the event the Union or an employee has an issue with the bid or process, the Union and/or employee shall promptly raise the issue to management, and shall do so no later than forty-eight (48) hours after management posts the open bid, and shall meet with management for a Step 1 meeting within forty-eight (48) hours of the notice, unless the parties agree to a different time. Once the Step 1 meeting is held and the parties have discussed the issue, or if no issue was raised within the initial forty-eight (48) hour timeline set forth herein, the Employer shall proceed with the administration and implementation of the bid as proposed by the Employer or per the agreed-upon solution.
8. Attractions Support List. Instead of selecting a shift bid slot, Technicians may sign up on the Attractions Support List ("ASL"). There shall be no required

minimum or maximum number of Technicians who sign up for the ASL. Technicians who sign up for the ASL will be assigned, by the Employer, to work, including, but not limited to Venues, special projects and shifts, based on skills, abilities, and experience, as determined solely by the Employer. Technicians who sign up for the ASL will remain for the entire bid, but will not necessarily have the same schedule.

9. **Bid Process.** All Technicians who bid for a position shall select the shift bid slot, or elect to go on the ASL, as the Technician desires, in seniority order. The Employer will provide a copy of the bid and applicable seniority lists to a Union steward or designee to have employees select bids in seniority order. The steward(s) or designee(s) will complete the bid in a timely manner not to exceed three weeks. Any employee who does not select a shift bid slot or sign up for ASL when given a reasonable opportunity to do so shall forfeit the employee's right to select and will be assigned a shift bid by the Employer.
10. **Post-Bid Adjustments.** If, following completion of the bid, the Employer determines that it has a bona fide business need to adjust the Venue, days off, or start time of a Technician, it will meet with the Union to discuss the proposed post-bid adjustment(s). The Employer will make every reasonable effort to minimize any post-bid adjustments and it will only make an adjustment if such adjustment is reasonably necessary for optimal operations of the Animations Department.
11. **Time Before Implementation.** USH will not implement a bid until at least thirty (30) days after the bid is finalized.
12. **Post-Bid Additions of Forepersons or Gang Bosses.** After all Technicians have bid for their slots, the Employer may determine, in its sole discretion, whether it needs additional Gang Bosses and/or Forepersons, and if so, shall post for interested candidates among those who occupy the shift in question. This shall not result in any Technician being displaced from the Technician's bid selection.
13. **Deviation from Start Time.** If an employee is called in or scheduled to work either before or after the employee's seven (7) hour start time window identified in Article 2(D)(2), the employee shall receive time and one-half their straight time hourly rate for the hours outside the seven (7) hour start time window. If the Employer fails to provide notice of a change in the employee's start time by the end of the employee's preceding shift or with fifteen hours' notice, whichever notice period is smaller, the following provisions will apply. If the employee is called in before the employee's posted start time without such notice, the employee will have the option to work until the end of the shift as originally posted, up to a maximum of twelve (12) hours. If the employee is called in after the employee's posted start time without such notice, the employee will have the option to begin work at the time originally posted and will, in any case, be allowed to work a full eight or ten hours, depending on whether the employee is on a "5-8s" or "4-10s" schedule, from the point of the later start time, provided the shift does not exceed twelve (12) hours. Employees whose shifts are adjusted for the purpose of diving or welding are excluded from these provisions.

14. Short-Term Changes to Bid. The Employer shall schedule in accordance with the shift bid. However, subject to the limitations of subparagraphs (D)(5) and (D)(13) of this Article, the Employer's right and ability to change an employee's days off, Venue or shift to accommodate a short-term bona fide business need, including, but not limited to, projects, training and covering absences. Once the bona fide business need has been satisfied, the Employer shall return the employee to the employee's shift bid slot. The Employer shall not use a bona fide business need as a form of discrimination, retaliation, or discipline against any employee covered by this supplemental collective bargaining agreement.

15. New Hires. The Employer has discretion to place Technicians that it hires during the life of a bid into a shift, schedule, and Venue. The Employer can, at its discretion, move the new hire to different shifts, schedules, or Venues until the next bid or until the one-year anniversary of the last bid, whichever occurs first. If the one-year anniversary of the last bid occurs first, the Technician will, at that point, remain in the same shift, schedule, and Venue that the Technician occupies as of that one-year anniversary for the remaining duration of the then-current bid, unless the new Technician is hired fewer than three (3) months before the one-year anniversary of the last bid, in which case the Employer can continue to move the Technician at its discretion until the next bid.

16. Special Rule for New Attractions. Both parties acknowledge and agree that there is value in staffing new attractions, shows and/or Venues with a mix of current employees and new hires for a minimum of a year after the official grand opening of the attractions, shows, or Venues. Therefore, staffing of new attractions, shows, and/or Venues will be determined outside of the bid process. Prior to staffing of new attractions, shows, and/or Venues, the Employer will review with the Union, during a Labor Management meeting, the number of current employees that may be assigned and will honor seniority for those assignments unless there are needs for special skills and abilities.

17. Vacancies. Whenever a permanent vacancy in Animations arises during the life of a bid, whether due to an employee's separation of employment, the Employer's addition of a position at the Venue, an employee filling a permanent vacancy of a Gang Boss or Foreperson position pursuant to Article 2(D)(3) above, an employee transferring to a new Venue pursuant to Article 2(D)(14) above, or any other means, the Employer may either eliminate the vacant position or offer that vacant position to bid by seniority to all Technicians working in the same shift (whether a.m., p.m., or graveyard) of the same Venue as the vacant position. The vacancy resulting from that backfill will, in turn, be offered to bid by seniority among Technicians within the same shift of the same Venue. This backfilling process will continue in a cascading manner until all positions within the same shift of the same Venue have been backfilled by seniority. The remaining vacancy, after this cascading bid process has completed, will be either filled by a new hire, a Technician on the ASL, or eliminated by the Employer. If Management would prefer to fill the vacancy with a Technician other than a new hire or from the ASL, it will meet with the Union to explore a mutually agreeable solution.

E) Figure Finisher

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

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

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

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

H) All employees hired by the Employer in a position covered by this Agreement, excepting Entry Level Journeyman and Temporary Employees covered by Articles 3 or 5, shall be deemed "New Hires" and placed on probation for their first ninety (90) working days of employment, during which time the Employer may terminate the employee with or without cause.

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

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

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

## ARTICLE 3: WAGE RATES AND CLASSIFICATIONS

### A) Wage Rates and Classifications

Minimum contract wage rates in the Agreement (excluding New Hire/Entry Level Journeyman rates) are set forth in the chart below.

Effective Date	Occ Code	8/1/2021 (for reference)	8/1/2022	8/1/2023	8/1/2024	8/1/2025
<i>Percentage increases applied except for specially negotiated rates denoted by *</i>			4%	3%	3%	3%
<i>Animations Technician</i>	5156	\$49.08	\$51.04	\$52.57	\$54.15	\$55.77
<i>Animations Technician - Controls</i>		\$51.33	\$56.31*	\$57.82*	TBD <sup>3</sup>	TBD <sup>3</sup>
<i>Animations Gang Boss</i>	5161	\$52.97	\$55.09	\$56.74	\$58.44	\$60.19
<i>Animations Foreperson</i>	5150	\$55.08	\$57.28	\$59.00	\$60.77	\$62.59
<i>Department Foreperson</i>	5155	\$52.81	\$54.92	\$56.57	\$58.27	\$60.02
<i>Figure Finisher</i>	5160	\$49.08	\$51.04	\$52.57	\$54.15	\$55.77
<i>Fig Finisher Gang Boss</i>		\$52.97	\$55.09	\$56.74	\$58.44	\$60.19
<i>Fig Finisher Foreperson</i>		\$55.08	\$57.28	\$59.00	\$60.77	\$62.59
<i>勞工</i>	5115	\$40.51	\$42.13	\$43.39	\$44.69	\$46.03
<i>Laborer Gang Boss</i>	5114	\$42.02	\$43.70	\$45.01	\$46.36	\$47.75
<i>Landscaper</i>	5145	\$41.27	\$42.92	\$44.21	\$45.54	\$46.91
<i>Horticulturist</i>	5134	\$43.49	\$45.23	\$46.59	\$47.99	\$49.43
<i>Landscaper Gang Boss</i>	5144	\$45.97	\$47.81	\$49.24	\$50.72	\$52.24
<i>Maintenance Technician</i>	5153	\$46.36	\$48.21	\$49.66	\$51.15	\$52.68
<i>Maintenance Gang Boss</i>	5154	\$49.00	\$50.96	\$52.49	\$54.06	\$55.68
<i>Painter</i>	5157	\$46.36	\$48.21	\$49.66	\$51.15	\$52.68
<i>Painter Gang Boss</i>	5158	\$49.00	\$50.96	\$52.49	\$54.06	\$55.68
<i>Sign Fabricator</i>		\$46.36	\$48.21	\$49.66	\$51.15	\$52.68
<i>Sign Fabricator Gang Boss</i>		\$49.00	\$50.96	\$52.49	\$54.06	\$55.68
<i>Temporary Employees</i>		\$29.72	\$30.91	\$31.84	\$32.80	\$33.78
<i>Tool &amp; Parts Technician</i>		\$34.85	\$38.50*	\$39.66	\$40.85	\$42.08
<i>Welder</i>		\$51.05	\$53.09	\$54.68	\$56.32	\$58.01

<sup>3</sup> See Side Letter re: Animations Controls.

B) New Hires

- 1) The above rates are not applicable to the employees in the Entry Level Journeyman classification as defined in Article 6 herein.
- 2) At the discretion of the Employer, a new employee may be started at a higher rate depending upon the employee's experience, skills and abilities as determined by the Employer.

C) Temporary Employees

- 1) Temporary employees shall be paid for work performed in any classification covered hereunder in accordance with the rates set forth in the Wage Chart in Article 3(A) for "Temporary Employees."
- 2) Temporary employees shall not be eligible for seniority, placement on Employer roster, or severance. The only exception to this rule is as follows: a temporary employee who has worked 1900 hours a year for two (2) consecutive years shall be bumped to the Laborer journeyman rate and placed on the Employer seniority roster as a "Grandfathered Rostered Temp" and shall remain as a temporary employee on that roster. Such placement on the roster does not mean the individual is hired as a regular employee; in order to be hired as a regular employee; the individual must apply and be selected for an open regular position. Work performed prior to August 1, 2015 shall not count for the purposes of the 1900 hours/year calculation or the two (2) consecutive years' calculation for the purposes of obtaining status on the roster as a "Grandfathered Rostered Temp". Grandfathered Rostered Temps shall be subject to the Basic Agreement Paragraph 68(d)(2)(iii), excluding subparagraph (a) – meaning, any refusal of a work call without written approval shall result in removal from the Employer's roster.

D) Night Rates

Night rates shall be paid according to the following schedule:

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

## **ARTICLE 4: DUTIES AND DIVISIONS OF WORK**

- A) **Landscaping:** The maintenance of permanent lawns, permanent landscapes, nursery stock and trees. Maintenance to include replacing of all additions to existing lawns, landscapes, nursery stock and trees.
- B) **Maintenance Technician:** The maintenance of Universal Studios Hollywood facilities including alterations, additions plumbing, etc. (Maintenance does not include landscaping).
- C) **Painting:** Painting of Universal Studios Hollywood facilities including aging and special applications, providing that the Employer possesses the necessary tools and equipment and the employee, in the opinion of the Employer, possesses the necessary skills and abilities to perform the work.
- D) **Animations Technician:** The maintenance, repair, inspection and improvement of electrical, mechanical, hydraulic, pneumatic and programmable logic controller systems, and other specifically-assigned tasks, including the removal or installation of skins, furs, and figure shell support structures as appropriate for access to equipment that is integrally related to the functioning of animation, rides, shows show action equipment (SAE), and effects owned and operated by Universal Studios Hollywood. Animations Technicians are expected to work independently and/or in conjunction with Figure Finishers, as needed, concerning skins, furs, and figure shell support structures.
- E) **Gang Boss:** Shall be designated as required to successfully complete the assignment. Such designation shall be at the discretion of the Department Head, and for Animations Gang Bosses, shall comply with Article 2(D)(3) above
- F) **Figure Finisher:** Improve, maintain, and create all cosmetic aspects of animated figures including but not limited to skins, fiberglass, costumes, fur suits, structures that cover the animated figures, set pieces with show action or special effects, and static props in the scene with animated effect(s) and throughout the park as needed. Create, repair, or replace costumes using methods including but not limited to molding, mold making, casting, sculpting, carving, 3-D modeling, 3-D printing, 3-D scanning, soft good structures, painting, and sewing. Modify existing figure shell support structures and cosmetic components of existing animated figures for maintenance accessibility, sustainability, and show quality. Maintain ride vehicles with painted finishes, cosmetic repairs, cosmetic props, and chemical bonds. Operate basic movements and functions on animatronic figures as appropriate and trained. Figure Finishers can remove or install skins, furs, and figure shell support structures. Figure Finishers are expected to work independently and/or in conjunction with Animations Technicians, as needed, concerning skins, furs, and figure shell support structures.
- G) **Sign Fabricator:** Safely operate print machinery and equipment to produce print products according to the order specification. Periodically assist in the installation and removal of vinyl signs, wraps, banners, and stickers throughout the park. Operate lamination machines to enclose signs and posters. Prepare sign surfaces to receive vinyl graphics.

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

## **ARTICLE 5: ENTRY LEVEL JOURNEYMAN CLASSIFICATION**

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

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

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

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

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

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

G) The days worked by the Entry Level Journeyman will not count towards seniority on the Universal Studios Hollywood Seniority Roster, unless the employee successfully

completes the Entry Level Journeyman Program. At that point, he or she will be placed on the Seniority Roster with a seniority date of the first day of employment into the Entry Level Journeyman Program.

## **ARTICLE 6: ENTRY LEVEL JOURNEYMAN WAGE RATES**

### A) Entry Level Journeyman Wage Rates

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

#### 2) Wage Chart

Tier	Entry Level Journeyman Period	8/1/2022	8/1/2023	8/1/2024	8/1/2025
Tier 1	0-960 hours worked	\$30.00	\$30.90	\$31.83	\$32.78
Tier 2	961-1,920 hours worked	\$32.00	\$32.96	\$33.95	\$34.97
Tier 3	1,921-2,880 hours worked	\$34.00	\$35.02	\$36.07	\$37.15
	After 2,880 hours worked	Journey Rate			

- 2) At the discretion of the Employer, an Entry Level Journeyman in the above category may be started at a higher rate depending upon the employee's experience, skills, and abilities as determined by the Employer. In such cases, the higher rate will determine the applicable tier of the Entry Level Journeyman Program, but it shall not impact the 90-day New Hire probationary period that applies as set forth in Article 5(B). (e.g., If an Entry Level Journeyman is hired at \$32.00/hour, the Entry Level Journeyman will be considered to be in the second six- (6) month period of the program (i.e., Tier 2), the first ninety (90) days of which shall be probationary; or if an Entry Level Journeyman is hired at a rate of \$34.00/hour or more, the Entry Level Journeyman will be considered to be in the third six- (6) month period of the program (i.e., Tier 3), the first ninety (90) days of which shall be probationary).

## **ARTICLE 7: HOLIDAYS**

- A) To qualify for holiday pay, an employee must work his or her scheduled shift before the holiday and after the holiday, unless there is a valid reason for his or her failure to work on either of said shifts. Such holiday pay shall be received in the next pay period.
- B) Any employee required to work on a holiday shall be paid at double time in addition to the eight (8) hours pay for the holiday, and the holiday pay will be used in the compensation of overtime.
- C) The following shall be the recognized Holidays:

New Year's Day

Martin Luther King, Jr. Day  
President's Day  
Good Friday  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

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

## **ARTICLE 8: UNIFORMS AND RAIN GEAR**

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

## **ARTICLE 9: TOOL ALLOWANCE**

All employees in the Animations Technician, Figure Finisher, and Maintenance Technician classifications will be required to meet the minimum tool requirements established by the Company, including wearing appropriate work boots. Upon verification that the minimum tool requirements have been met, the above-mentioned employees in such classifications, with two or more years of continuous service as of each anniversary date of the Agreement, shall be paid an annual tool allowance of \$475.00 for Animations Technicians and Figure Finishers, and \$375.00 for Maintenance Technicians provided they submit acceptable receipts for purchases of tools appropriate to the job, which might include receipts for work boots. Landscaping employees, Painters, Sign Fabricators, and Tool and Parts Technicians shall be paid an annual allowance for work boots of \$225.00 provided they submit acceptable receipts for boot purchases. Temporary employees and Grandfathered Rostered Temps shall be eligible for tool allowance subject to working two (2) or more consecutive years of service and 1900 hours per year.

Employees will have until August 1<sup>st</sup> of each year to provide acceptable receipts for tool and/or boot purchases as provided above, after which the Employer will process a non-taxable tool reimbursement subject to the criteria and limits above no later than August 31st. The parties understand and agree that, subject to the criteria and limits above, employees need not produce any additional documentation or justification for their tool purchases other than the above-referenced receipts to receive the tool reimbursement provided for in this Article. Employees who receive the tool allowance are expected to have all necessary tools with them at all times. Management may institute random inspections to verify compliance with this requirement.

## **ARTICLE 10: DIVERS**

- A) The Dive Rate shall be \$125.00 per dive.
- B) Employees who are in the water for more than four (4) hours on the same assignment (which may encompass multiple tasks) shall be paid for a second dive. For the purpose of this section, the "same assignment" includes any and all dives at the same venue (Waterworld, Jaws Lake, and all pools at Jurassic World, except diving in the Balance Tank shall be deemed separate from other dives at Jurassic World). This four-hour period may be extended for up to twenty (20) minutes to account for employees having to be out of the water to accommodate a show schedule.
- C) An employee who becomes a qualified USH Diver may be assigned, on a temporary basis, to work different shifts, areas, or Venues to support diving needs, as determined by the Employer. In making such assignments, the Employer shall first seek qualified volunteers in order of seniority among the Dive group and then may assign such work to qualified individuals in reverse order of seniority among the Dive group.
- D) Once an employee becomes a qualified USH diver, the employee will be obligated to a three- (3) year service period of diving for the Employer, absent medical restrictions that limit the employee's diving. Once a diver has completed the three-year service period, the diver can opt out of the diving program if the diver has provided the Employer with at least sixty (60) days notice that the employee wishes to withdraw from the diving program.
- E) The Employer retains the right to establish and enforce eligibility criteria and diving standards, including safety standards, and to test Divers in accordance with those standards.
- F) If a Diver decides to opt out of the Dive Program, the Diver must return all USH equipment to the Dive Supervisor or Coordinator as instructed.

## **ARTICLE 11: DISCIPLINE, SUSPENSION AND DISCHARGE**

- A) The Employer understands the value of progressive discipline and will endeavor to incorporate that procedure in its disciplinary policy. Therefore as a guideline, the Employer will endeavor to adhere to the following progressive disciplinary procedure.
  - 1) Verbal Warning
  - 2) Written Warning
  - 3) Suspension
  - 4) Termination
- B) The above disciplinary procedure will only be used as a guideline. In certain circumstances the discipline that is administered may be more or less severe depending upon the individual circumstances.

- C) Discipline shall be imposed within 30 days of the date upon which the Employer knew of the event (s) giving rise to the discipline. Failure to impose discipline within the 30-day period shall cause the matter to be time-barred. This time limit may be extended by mutual agreement between the Employer and the Union.
- D) Any disciplinary notice, with the exception of suspensions and terminations which are over two (2) years old, or where the employee has not had a recurrence of a same or similar incident which led to the discipline during said two-(2) year period, shall not be admissible or submitted as evidence in any disciplinary proceeding.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

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

## **ARTICLE 13: INDIVIDUAL ACCOUNT PLAN AND 401(K)**

### **A) Individual Account Plan**

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

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

### **B) 401(k)**

Beginning August 1, 2023, non-Temporary employees covered by this Supplemental Agreement can participate in USH's 401(k) Plan on the same basis as all other participants in the Plan. Each pay period, the Employer will match, on a dollar-for-dollar basis, employee contributions to the Plan, on a pre-tax and/or after-tax (Roth) basis, up to a cap of 3.5% of the employee's total earnings. All matching contributions are fully vested. Neither Grandfathered Rostered Temps nor any other Temporary employees are eligible to participate in the 401(k).

## **ARTICLE 14: PERSONAL DAYS, VACATION DAYS, AND SICK DAYS**

### **A) Personal/Sick Days for Regular Full Time Employees**

Current Full-Time Employees shall receive six (6) paid days off per contract year which may be used as sick days or personal days per contract year. New Hires, and Full-Time

Employees who have been out on a leave of absence lasting more than one (1) month, shall receive two (2) personal days after three (3) months of their hire or return to work, two (2) more personal days three (3) months thereafter, and one (1) more personal day three (3) months thereafter, and the last personal day three (3) months thereafter.

Employees requesting to use a personal day shall make such request in as far advance as possible under the circumstances but no later than 3:00 p.m. the Wednesday before the schedule is posted. If an employee requests a day off after 3:00 p.m. the Wednesday before the schedule is posted, such request shall only be granted if it can be accommodated within the schedule or a schedule change that does not result in overtime or other premium pay. If an employee is unable to report to work due to illness or other extenuating emergency, the employee must provide notice pursuant to the attendance policy requirements.

In the event an employee does not use the employee's personal days by July 31 of each contract year, the employee shall be paid for the unused personal days (up to a maximum of 48 hours) the following August 15, provided that any days off taken without pay during the year will be offset against the payout for unused personal days.

#### B) Scheduling Vacation Days for Regular Full Time Employees

Effective January 1, 2023, and in reference to Paragraph 72 of the Basic Agreement, employees covered by this Supplemental Agreement shall be eligible for the additional 50% of vacation time (up to a cap of 15 days per year), after six (6) eligible years instead of eight (8) eligible years.

Employees with twenty (20) or more years' of service shall receive an additional one (1) weeks' vacation over the vacation to which they are entitled pursuant to Paragraph 72 of the Basic Agreement. Effective January 1, 2023, Employees with fifteen (15) or more years' of service shall receive an additional one (1) weeks' vacation over the vacation to which they are entitled pursuant to Paragraph 72 of the Basic Agreement.

Paragraph 72 (f) of the Basic Agreement shall apply with respect to requesting time off for vacation and payout of unused vacation except as follows. Regular Employees shall submit vacation requests by April 15th setting forth their preferences for the period of June 1st through May 31st of the following year. The Employer may grant and/or assign vacation as set forth in subparagraph 7 of 72(f). In the event an employee was not permitted or assigned to take his/her full vacation allotment such that vacation pay will be contributed to the Motion Picture Industry Pension Plan as set forth in Paragraph 72(f)(10)(ii)(B)(5), up to one (1) week (40 hours) of such vacation pay shall be paid out directly to the employee no later than June 30<sup>th</sup>; the remainder, if any, will be contributed to the Motion Picture Industry Pension Plan as set forth in Paragraph 72(f)(10)(ii)(B)(5).

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

and approved RVD's will be paid in the pay period following the period in which the RVD was taken.

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

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

**C) Sick Days for Temporary Employees**

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

**ARTICLE 15: BEREAVEMENT LEAVE**

- A)** Leave for all employees shall be provided because of the death of a member of the Employee's family. For purposes of this provision, an employee's family shall be deemed to include the employee's parents, parents-in-law, spouse or spousal equivalent, brothers, sisters, children, stepchildren, stepparents, grandchildren and grandparents.
- B)** The amount of such leave shall be three (3) days if the death occurred in California and five (5) days if death occurred outside of California.
- C)** Employees who have completed at least 180 days, including vacation days and days off due to a workers' compensation injury, during the previous calendar year shall receive eight (8) hours of pay for each day of leave specified in paragraph B of this section, provided that such employee was not on another leave of absence at the time of the death.

**ARTICLE 16: JURY DUTY**

Upon proof of jury duty service, the Employer will pay up to five (5) days of jury duty for any Employee who has worked at least 3800 hours. Payment will be contingent on whether such eligible Employee is scheduled to work on the day called for jury duty service and they provide notification to the Employer by 7:15 p.m. the day before the scheduled shift. If the above procedure is followed, the eligible Employee will be paid for the day(s) actually

served in jury service. If jury duty falls on a regularly scheduled day off, no additional pay will be required. Any such jury duty time will not count towards overtime, or 6<sup>th</sup>/7<sup>th</sup> day pay.

If an eligible Employee covered by this Agreement is summoned to Jury Duty and makes application to the Human Resources Department, the Employer will furnish a letter to the appropriate entity informing them that Universal Studios Hollywood only reimburses for five (5) days of absence from work for purpose of Jury Selection and/or Jury Service for such employee.

## **ARTICLE 17: PAYDAY**

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

## **ARTICLE 18: TOOL & PARTS TECHNICIANS**

- A) The wage rates are set forth in the wage chart in Article 3(A) above. Pursuant to the Basic Agreement, the Employer has agreed to assign a Tool & Parts Gang Boss at no less than \$2.00/hour over the Journeyman Tool and Parts Technician wage rate.
- B) Any current employee whom the Employer determines to maintain in the Thunderdome Tool Room shall continue to receive their regular wage rates, including any applicable contractual increases.
- C) The parties have confirmed that "warehouse clerks", such as in the merchandise and food warehouses, are excluded from Local 724 jurisdiction.
- D) During their ninety (90) working day probationary period, Tool and Parts Technicians shall be paid \$19.00/hour. Beginning with their ninety-first (91st) working day, Tool and Parts Technicians will be paid the full contractual rate for the classification.

## **ARTICLE 19: MOTION PICTURE INDUSTRY HEALTH AND PENSION PLANS**

- A) The Employer has been making Health, Retiree health, and Pension plan contributions consistent with the 2021-2024 Basic Agreement and will continue to make contributions to the Motion Picture Industry Health and Pension Plans as

provided for under Articles 11, 12, and 13 of the 2021-2024 Basic Agreement during the term of this Agreement.

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

## **ARTICLE 20: CONTRACT SERVICES ADMINISTRATIVE TRUST FUND**

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

**SIDE LETTER RE: SPECIAL WORK GROUP CRITERIA**

As of August 1, 2007

Dear Rob:

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

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

Best regards.

ACCEPTED AND AGREED:

SIGNED IN PREVIOUS AGREEMENTS

## **TECHNICAL SERVICES' CRITERIA FOR SPECIAL WORK GROUP ASSIGNMENTS**

### **EXHIBIT A: CONSTRUCTION GROUP CRITERIA**

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

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

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

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

**SIGNED IN PREVIOUS AGREEMENTS**

## **EXHIBIT B: SHOWS GROUP CRITERIA**

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

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

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

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

SIGNED IN PREVIOUS AGREEMENTS

## **SIDE LETTER RE: UNIFORMS**

As of August 1, 2007

Dear Rob:

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

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

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

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

Best regards.

SIGNED IN PREVIOUS AGREEMENTS

## **SIDE LETTER RE: ON-THE-JOB DRUG /ALCOHOL USE AND RANDOM DRUG/ALCOHOL TESTING**

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

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

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

- a. An employee disciplined for on-the-job drug/alcohol use (which includes being under the influence of drugs/alcohol during work hours), may grieve such discipline pursuant to the grievance and arbitration procedures set forth in the collective bargaining agreement.
- b. In ruling on any such grievance, an arbitrator is limited to a determination of facts only; *i.e.*, did the on-the-job drug/alcohol use (and/or being under the influence of drugs/alcohol during work hours) take place?
- c. If an arbitrator finds that on-the-job drug/alcohol use (and/or being under the influence of drugs/alcohol during work hours) took place, the arbitrator shall have no authority to determine the level of or the appropriateness of the discipline issued.

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

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

- a. The Employer may test up to 20% of the employees per year in the testing pool.
- b. The Employer and the Union will meet within six (6) months of ratification to determine the type of drug and alcohol testing to be used, discuss what would be considered a violation of such random testing policy, and the timing of implementation.
- c. The Employer agrees when/if an employee tests positive under the Random Drug/Alcohol testing or when the Employer has cause of Reasonable Suspicion the employee is under the influence, he/she will be given an opportunity to be assessed by the Employer's EAP services to determine if a drug/alcohol treatment program is necessary. Employee shall not be paid to attend such assessment. The EAP services are covered by the Employer

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

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

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

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

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

AGREED.

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

## **CONFIRMATIONS**

- A) Complimentary Park tickets will be distributed per Company policy.
- B) The parties confirmed that it was an established USH policy to require drug testing of any employee based upon reasonable suspicion. The parties also confirmed that if USH were to implement a Company-wide policy to drug-test applicants for safety-sensitive positions, then the Union would agree to such testing for Union applicants. The Union also confirmed its understanding that the Company would have to negotiate such testing with other unions, but that such negotiation would not prohibit the Company from drug-testing Union applicants.
- C) The parties confirmed their agreement that both the Company and the Union do not condone any lying during investigations or falsifications of documents and their understanding that consequences for engaging in such dishonesty will be severe.
- D) The parties confirmed the applicability of Article I.13 of the Basic Agreement "Working in Higher Classification" to USH. An employee who works in a higher classification shall receive the higher wage rate for the hours worked in such higher classification; if the employee works two (2) or more hours per shift in the higher classification, the employee shall receive the higher wage rate for the entire shift.
- E) The parties confirmed that the Employer would: (1) establish an official call-in line for work schedules; and (2) email schedules to interested employees' homes at the time the work schedules are posted.

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

## **SIGNED IN PREVIOUS AGREEMENTS**

## **SIDE LETTER RE: WELDER CLASSIFICATION**

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

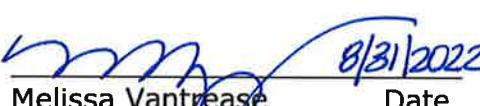
During the 2018 negotiations the parties agreed to add a new classification called Welders. Such work includes structural and cosmetic repairs on various materials. Welding repairs on existing ride related equipment and structures per Engineering direction and/or approved procedures. Fabrication of new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

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

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

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

AGREED:

 8/31/2022  
Melissa Vantrease Date  
Senior Vice President Labor Relations  
Universal Studios Hollywood

 8/31/2022  
Alex Aguilar, Jr. Date  
Business Manager-Secretary/Treasurer  
LiUNA! Local 724

## **SIDE LETTER RE: GRANDFATHERED ROSTERED TEMPORARY EMPLOYEES**

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

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

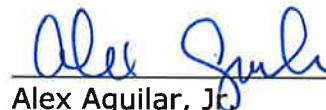
After a Grandfathered Rostered Temporary Employee as outlined in Article 3 Wage Rates and Classifications part C (2), has worked 1900 hours a year for two (2) consecutive years and he/she has a total of three (3) years at 1900 per year, he/she shall be eligible for:

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

The side letter shall be in full force and effect throughout the term of the labor agreement, August 1, 2022, through July 31, 2026, and will expire at the same time as the labor agreement.

AGREED:

  
8/31/22  
Melissa Vantrease Date  
Senior Vice President Labor Relations  
Universal Studios Hollywood

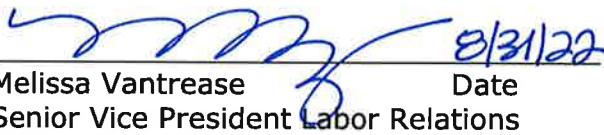
  
8/30/2022  
Alex Aguilar, Jr. Date  
Business Manager-Secretary/Treasurer  
LiUNA! Local 724

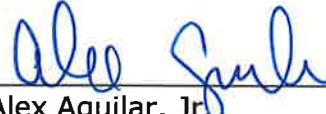
## **SIDE LETTER RE: ANIMATIONS CONTROLS**

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

- ✓ Animations employees who work in Animations Controls positions shall be removed from the Shift Bid process and scheduled only in Controls.
- ✓ Animations Controls shifts will continue to be scheduled based on business needs.
- ✓ Animations Controls employees shall be paid \$56.31 per hour effective August 1, 2022, \$57.82 per hour effective August 1, 2023, and will thereafter receive the annual wage increases provided for under this Supplemental Agreement (3% on August 1, 2024, and 3% on August 1, 2025) or the rate USH negotiates with IBEW Local 40 for its Controls Technician, whichever is greater
- ✓ New Hires in Animations Controls shall be paid \$33.00/hour for the first 1200 hours. After reaching 1200 hours, the rate will move to the regular Journeyman Animations Controls rate.

AGREED:

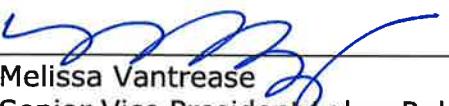
  
Melissa Vantrease 8/31/22 Date  
Senior Vice President Labor Relations  
Universal Studios Hollywood

  
Alex Aguilar, Jr. 8/30/2022 Date  
Business Manager-Secretary/Treasurer  
LiUNA! Local 724

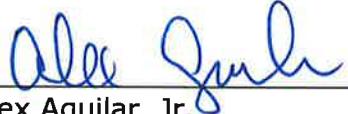
## **SIDE LETTER RE: AIR COMPRESSORS**

The parties acknowledge that certain air compressor work will be performed by employees covered by this Supplemental Agreement, and that certain air compressor work may also be performed by other individuals not covered by this agreement. The purpose of this side-letter is to set forth general guidelines for the sharing of such duties between employees covered by this Supplemental Agreement and those covered by the Company's agreement with IBEW Local 40. In general, LiUNA Local 724 Animations Technicians are primarily responsible for starting up the air compressors and related equipment on shows and attractions in the field and conducting the daily inspections of such equipment as required. In general, the assigned IBEW Local 40 Technicians is responsible for lower periodicity preventative maintenance functions and corrective work as assigned. LiUNA Local 724 Animations Technicians are only expected to sign off on work that the technicians have performed themselves.

AGREED:

 8/31/22

Melissa Vantrease Date  
Senior Vice President Labor Relations  
Universal Studios Hollywood

 8/30/2022

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

**EXHIBIT C TO ARTICLE 2(D)(2) RE: AVAILABLE SHIFTS AND SCHEDULES PER VENUE**

**Current List of Venues as of August 1, 2022**

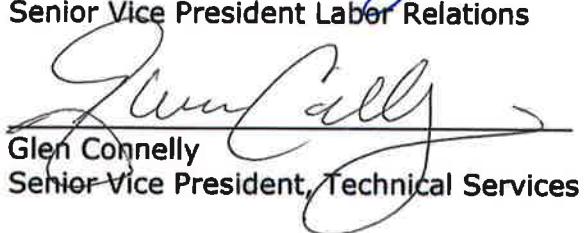
<b><u>Venue</u></b>	<b><u>Area</u></b>	<b><u>Shift</u></b>
Shows	Shows	am, pm
Backlot	Backlot	am, pm
Vehicle Rehab	Central Shops	am
Simpsons	Rides	am
Despicable Me/Silly Swirly/Dreamworks Theater	Rides	am
Hippogriff	Rides	am
Wizarding World of Harry Potter ("WWoHP")/Opening	Rides	am
Pets/Opening	Rides	am
Studio Center/Opening	Rides	am
Studio Center/Closing	Rides	pm
WWoHP/Closing	Rides	pm
Entertainment Center ("EC")/Closing	Rides	pm
Transformers	Rides	Graveyard
Revenge of the Mummy	Rides	Graveyard
Jurassic World	Rides	Graveyard
Forbidden Journey	Rides	Graveyard
Pets	Rides	Graveyard

**IN WITNESS WHEREOF**, the parties hereto being fully authorized and qualified as representatives of the Employer and the Union, have caused this Supplemental Agreement to be effective August 1, 2022, and do set their hands this 1<sup>st</sup> day of August, 2022.

**FOR UNIVERSAL STUDIOS HOLLYWOOD:**

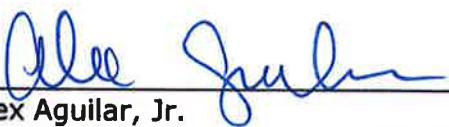
  
Melissa Vantrease  
Senior Vice President Labor Relations

8/31/22  
Date

  
Glen Connelly  
Senior Vice President, Technical Services

8/31/22  
Date

**FOR STUDIO UTILITY EMPLOYEES UNION, LOCAL 724**

  
Alex Aguilar, Jr.  
Business Manager/Secretary-Treasurer

8/30/2022  
Date

  
Jon Preciado  
Business Manager  
Southern California District Council of Laborers

08/30/2022  
Date

  
Peter Santillon  
Secretary/Treasurer  
Southern California District Council of Laborers

8/30/2022  
Date

  
Sergio Rascon  
President  
Southern California District Council of Laborers

8/30/22  
Date