June 9, 2017 to January 14, 2020

STAGE MANAGERS,

AUDIO MIXERS

AND
LIVE VIDEO EDITOR/CAMERA OPERATORS

AGREEMENT BETWEEN

UNIVERSAL STUDIOS HOLLYWOOD

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 40

AGREEMENT OF June 9, 2017 BETWEEN UNIVERSAL STUDIOS HOLLYWOOD
AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL NO. 40 THEREOF

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PREAMBLE

This agreement is effective as of June 9, 2017, and is by and between Universal Studios Hollywood (hereinafter referred to as the " USH" or the "Employer") and the International Brotherhood of Electrical Workers, Local No. 40 (hereinafter referred to as the "Union").

ARTICLE NO. 1 **Scope of Agreement**

This Agreement shall apply to the following classifications: Stage Managers, Production Stage Managers, Audio Mixers, and Live Video Editor/Camera Operators. The scope of work of such classifications is described in Article No. 47, "Duties and Division of Work".

ARTICLE NO. 2 **Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative of all Stage Managers and Audio Mixers employed by the Employer at Universal Studios Hollywood, California.

ARTICLE NO. 3 **Intent of the Parties**

The objective of this Agreement shall be the promotion of the best interests of the Employer and employees, to establish wages, hours and working conditions, and to provide for the equitable adjustments of disputes and aid in the stabilization of the labor-management relationship between the parties. The terms of this Agreement shall constitute the basic conditions of employment to be observed by the parties.

ARTICLE NO. 4 **Union Security**

(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 and after the thirtieth day following the first day of employment or the effective date of this Agreement, whichever is later.

(B) The parties hereto agree that the above union security provision 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 amendment thereto, or any other applicable law. In 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 Article of this Agreement, then in such event, such provisions shall automatically be deemed substituted in lieu hereof. 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 the classifications covered by this Agreement

and, if the Union fails to do so, the Employer may secure such employees from any source.

(C) The Employer may employ or continue to employ any such employee who does not become or is not a member of the Union as above required under subparagraph (a) above, until: (1) the Union first gives the Employer a written notice that such employee has not become or is not then a member of the Union as above required, because of such employee's failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership, as the case may be; and (2) such employee fails to tender to the Union such required periodic dues or initiation fees, as the case may be, within three (3) days after the Employer receives such notice, in which event the Employer, upon receipt of written notice by the Union requesting the discharge of such employee for non-membership, as herein provided, shall discharge said employee at the close of the shift on which such employee is working at the time the Employer receives this notice.

The Employer agrees to inform the Union, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of employment hereafter, of the name and first date of employment of any employee subject to this Agreement. Employer shall not be deemed to be in default under this subparagraph (C) until the Union has notified the Employer in writing of a violation hereof, and the Employer has not, within three (3) days, complied with such notice.

The Union agrees that it shall indemnify and save the Employer harmless from and against all liability or damages awarded or assessed against the Employer by the National Labor Relations Board, or from and against any liability or damages awarded or assessed against the Employer by any court upon appeal from any action taken by the National Labor Relations Board, when such liability or damages are sustained by reason of, or arising from, or out of:

The discharge by the Employer of any employee subject to this Agreement for non-membership in the Union, which discharge is based upon the written notification by the Union to the Employer that such employee has not become or is not then a member of the Union because of such employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or because of such employee's failure or refusal to complete their membership.

(D) The Employer agrees to a mandatory check-off for the payment of union dues and to deduct such payments from the wages of all employees whose primary position is covered under this Agreement and remit same to the Union, and the Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the Employer. The Employer can, 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.

The Union shall not collect as a payroll deduction union dues until after thirty-one (31) days after the date of hire. The monthly union dues shall be deducted in the arrears, at the rate provided in the union By-Laws plus the International dues rate for the position. The Union shall notify the Employer of the appropriate rate, in writing. The Employer shall have one month from the date it receives written notification from the Union of a rate change to implement any change to the rate.

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

The Union shall notify the Employer of any adjustments made in membership dues in accordance with the Constitution and By-Laws of the Union.

ARTICLE NO. 5 Management Rights

The Employer shall have, and expressly reserves at all times, the right to hire from any source, determine the number of employees required, the right to promote, the right to discipline or discharge for any just cause, the right to promulgate and enforce rules and regulations (including without limitation standards of conduct and appearance), the right to supervise, direct and control the manner, means and details by which employees perform their services, the ends and objectives to be accomplished, and all of the rights, powers or authority an Employer traditionally retains.

ARTICLE NO. 6 Wage Scales, Hours of Employment and Working Conditions

Wage scales, hours of employment and working conditions shall be set forth throughout this Agreement.

ARTICLE NO. 7 Better Conditions

(A) Nothing in this Agreement shall prevent an employee from negotiating and obtaining from the Employer wages, conditions and terms of employment better than those provided for in this Agreement.

(B) The Employer will notify the Union when it negotiates better wages, terms or conditions with an employee, and will certify that such wages, terms or conditions negotiated conforms, at least, to the terms and conditions of this Agreement.

ARTICLE NO. 8 **Authority of Union and Employer**

The Union and the Employer each agrees that it will not maintain nor adopt any Articles or Bylaws or any rules or orders which will prevent compliance with the Agreement. The Union and the Employer agree that the terms of this Agreement prevail in the event of conflict with any terms of such Articles or Bylaws.

ARTICLE NO. 9 **Grievance and Arbitration Procedure**

In the event of any dispute between the Union or any of the persons subject to this Agreement and the Employer with regard to wage scales, hours of employment or working conditions or with regard to the interpretation of this Agreement concerning such provisions, the procedure, unless otherwise specifically provided herein, shall be as follows:

Step One - The aggrieved party shall mail or deliver to the other party a written notice of the essential facts of the claim and concurrently furnish a copy of such notice to the designated Representative of the Union and Contract Services Administration Trust Fund (hereinafter "CSATF"). The representative of the Union and the designated representative of Employer shall immediately discuss the matter and the grievance shall be settled if at all possible. The decision, if any, of these representatives shall be final and binding upon the parties and any employees concerned.

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 of the claim, upon the other party and upon the designated Representative of the 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) working days following the receipt of such notice. The Grievance Committee shall consist of a designated Representative of the Union and a representative of CSATF.

The parties to 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 within 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 Grievance Committee, if any, shall be final and binding upon the parties and any employees concerned.

Step Three - If no decision is rendered by the Grievance Committee within the above-mentioned period, by failing to agree or otherwise, then the parties may proceed to expedited or regular arbitration as provided below. In addition, if the parties mutually agree to bypass Step Two, the parties may proceed to expedited or regular arbitration as provided below, but the time limits for doing so shall be as provided under "Step Two" above.

(A) Expedited Arbitration

The aggrieved party may elect to proceed to expedited arbitration within five (5) working days following receipt of the Step Two decision in cases involving the discharge for cause or within ten (10) working days following the completion of Step Two if no unanimous written decision resolving the dispute has been issued by the Grievance Committee. The aggrieved party may also elect to proceed to expedited arbitration following Step Two in cases wherein the claim for wages does not exceed fifteen thousand dollars ($15,000). The aggrieved party may also proceed to expedited arbitration following Step Two over disputes with regard to only the "Wage Scales, Hours of Employment and Working Conditions" provisions of this Agreement, subject to this Article and provided the claim for damages does not exceed fifteen thousand dollars ($15,000). Any other case may be submitted to expedited arbitration only by the mutual agreement of the parties.

If an aggrieved party decides to so proceed to expedited arbitration, that party must, within five (5) working days after the close of Step Two as above mentioned, proceed by delivering or mailing to the other party a written request for such expedited arbitration. In the case where mutual agreement to proceed to expedited arbitration is required, such party may, at the same time, request an invocation of the regular arbitration procedure provided for below and, in the event no such mutual agreement to proceed to expedited arbitration, where required, is received by the aggrieved party within five (5) working days after service of such request, the aggrieved party may proceed to the regular arbitration procedure provided below.

In the alternative, the aggrieved party may proceed to regular arbitration by delivering or mailing to the other party a written demand for arbitration within ten (10) calendar days following the close of Step Two, as above mentioned. Failure of the aggrieved party to so serve such a request and/or demand within the respective prescribed periods shall constitute a waiver of the claim.

Cases that are submitted to expedited arbitration shall be heard within ten (10) working days after the other party receives the demand for expedited arbitration or within (10) working days after the other party gives notice of its agreement to proceed to expedited arbitration in cases where the mutual agreement of the parties is required.

The Alliance of Motion Picture & Television Producers (hereinafter "the AMPTP") and the Chairman of the Basic Crafts Unions shall forthwith appoint four (4) individuals and four (4) alternates with recognized experience as professional labor arbitrators as members of the standing panel of neutral arbitrators.

During the term of the 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.

From the panel of names of the neutral arbitrators set forth above, the arbitrators shall be assigned, depending upon their availability, in rotation, to the cases as they arise. The parties may, by mutual consent, select an arbitrator out of rotation provided that notice of their selection is given to CSATF prior to the appointment of the arbitrator next in rotation.

The expedited arbitration hearing shall be presided over by a neutral arbitrator assigned from the panel of neutral arbitrators. The Union and CSATF shall schedule the grievances to be heard as soon as reasonably practical after the selection of the neutral arbitrator, unless the parties and the neutral arbitrator mutually agree otherwise. If such person selected as the arbitrator is not available, another arbitrator shall be selected by the same process as above described.

The parties will not file post-hearing briefs and a stenographic record will not be made, but the parties may present a written statement of the facts. The neutral arbitrator shall have sole authority to rule on all motions and decide the case. The decision of the arbitrator shall be final and binding upon the parties and any employees concerned.

The neutral arbitrator shall render a written decision within five (5) working days from the conclusion of the hearing. The writing of an opinion will be at the discretion of the neutral arbitrator. The neutral arbitrator shall have the power to determine only the specific grievance or dispute and, where appropriate, award wage adjustments or damages consistent with the contract, in an amount not to exceed fifteen thousand dollars ($15,000), but shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, nor to determine jurisdictional disputes between the Union and any other labor organization. The decision of the neutral arbitrator shall be non-precedential and his decision and/or opinion, if any, shall not be offered or admitted into evidence in any other proceeding other than: (1) a judicial action seeking confirmation, correction or vacation of said decision; or (2) a grievance or arbitration proceeding involving the same Employer and Local Union.

Fees and expenses of the arbitrator shall be borne by the losing party. All other costs shall be borne by the party incurring the same.

The bills of the arbitrator, together with completed information form, shall be sent by the arbitrator to the Union and the Employer involved in the expedited arbitration, with copies to CSATF. The information form shall be jointly prepared by the Chairman of the Basic Crafts and CSATF.

(B) Regular Arbitration

The aggrieved party may elect to proceed to regular arbitration within ten (10) working days following the completion of Step Two, if no agreement has been reached by the parties.

If such demand is served for regular arbitration, then the parties shall select a sole arbitrator to hear and determine the grievance. The parties have established the following standing panel of individuals with recognized experience as professional labor arbitrators:

Jonathan Monat
Mark Burstein
Fred Horowitz
Lou Zigman
Ken Perea

The first time a demand is served for arbitration under this contract, Jonathan Monat shall be the arbitrator; the next arbitrator shall be Mark Burstein, etc., in alphabetical order. If the designated arbitrator is unavailable to hear the case within two (2) months, then the next arbitrator on the list shall be contacted, etc. If no arbitrator can hear the case within two (2) months, then the arbitrator who can hear the case at the earliest date shall be the designated arbitrator.

At any time during the contract period, each party may strike one (1) arbitrator from the standing panel, and such arbitrator may no longer be designated to hear cases during the remainder of the contract.

Such hearing shall be requested within fourteen (14) days after the arbitrator is selected, at such time and place, as the arbitrator shall determine. The decision of the arbitrator shall be rendered in writing, stating his reason for the award, within thirty (30) days after the submission of the grievance for decision. The arbitrator's decision shall be final and binding upon the parties thereto and upon any employee concerned. The arbitrator shall have the power to determine the specific grievance or dispute, but shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, not determine jurisdictional disputes between the Union and any other labor organization.

Fees and expenses of the arbitrator will be borne by the losing party and cost of a court reporter and original transcript, where jointly requested, shall be borne equally by the parties to the dispute, otherwise, the party making such request shall pay for it. All other costs shall be borne by the party incurring the same.

(C) **Claims**

Any claims or grievances not presented under Step One within thirty (30) calendar days from the date of the incident giving rise to the grievance shall be deemed to be waived. This time limit may be extended by mutual written agreement between the Employer and the Union. Payroll errors not based on interpretation of the contract are not subject to this 30-day time limit; however, employees should inform the Employer of payroll errors as soon as possible, and no later than 365 days.

For the purpose of this Article, "aggrieved party" shall mean the Employer or the Union acting on its own behalf or on the behalf of an employee covered by this Agreement.

(D) In General

The time periods provided for herein may be extended by mutual written consent of the parties.

(E) Scheduling

In scheduling any grievance in Step Two or Step Three, preference shall be given to any grievance involving the discharge of an employee or a grievance involving the Seniority Roster.

(F) Award and Interest

An arbitration award issued in either expedited or regular arbitration proceedings or a final and binding award rendered in Step Two of the grievance procedure which requires the payment of a specific sum of money shall be paid within thirty (30) days of the date of the award. If payment is not made within said period, interest shall accrue on the sum(s) due from the date of the award at the rate of one percent (1%) per month.

If a calculation is required to determine the specific amount(s) due under the award, the Employer shall calculate such amount(s) and shall notify the other party of the specific sum(s) due within sixty (60) days of the date of the award. If such calculation is not made or if notice is not given as required, interest shall accrue on the sum(s) due from the date of the award at a rate of one percent (1%) per month. If, after calculation, the parties disagree on the sum(s) due, or if the amount(s) due and owing under the award cannot be calculated within the sixty-day period as a result of factors beyond the control of the Employer, then no interest shall accrue upon the sum(s) due.

ARTICLE NO. 10 **Savings Clause**

It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such State or Federal statute, then such

provision or provisions shall continue in effect only to the extent permitted, and all other provisions of this Agreement shall remain in full force and effect.

If the provision or provisions affected by such Federal or State statute causes the wages or other financial benefits to be increased over or decreased under the amounts provided for in this Agreement, then the parties agree to renegotiate within thirty (30) days modifications to provide wages or other financial benefits, as nearly as possible, as the amounts provided for in this Agreement. If the parties are unable to arrive at an agreement within thirty (30) days, then the matter shall be submitted to arbitration for resolution.

ARTICLE NO. 11 **Term of Agreement**

The term of this Agreement shall be for a period commencing with June 9, 2017, and extending to and including January 14, 2020. Either party may, by written notice to the other served on or before October 15, 2019, request re-negotiation of the Agreement. When such notice is served, the parties agree to commence negotiations diligently and in good faith.

ARTICLE NO. 12 **No Discrimination**

The parties agree to continue to comply with all applicable Federal and State laws relating to non-discriminatory employment practices including, without limitation, the Civil Rights Act of 1964 (and all subsequent amendments thereto), the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act. The Employer agrees to provide all employees with a workplace free from discrimination and harassment, as prohibited by law, relating to a person's:

- Race
- Religion
- Creed
- Color
- Sex
- Age
- Disability
- National Origin
- Ancestry
- Medical Condition
- Marital Status
- Veteran Status
- Sexual Orientation
- Union Membership

ARTICLE NO. 13 **Successorship**

The provisions of this Agreement shall be binding on the Employer and its successors, assignees or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect for the consolidation, merger, sale, transfer, or assignment of the Employer or any or all of its property, or affected or changed in any respect by any changes in the legal status, ownership or management of the Employer.

ARTICLE NO. 14 **Subcontracting**

The parties agree that the work traditionally performed by bargaining unit members will not be contracted out. This Article shall not, however, apply to use of the Employer's entertainment venue facilities by a third party pursuant to a self-contained production agreement. In the event of a self-contained production(s), incidental services provided by the Employer such as facility upkeep, janitorial services, electrical/air conditioning services and crowd control shall not disqualify the event from being self-contained. This limited exception shall not be used as a subterfuge to avoid the utilization of bargaining unit personnel.

ARTICLE NO. 15 **Charitable Contributions**

Deductions made by the Employer from an employee's paycheck for the Motion Picture and Television Fund and/or the Permanent Charities Committee shall be paid by the Employer to such institutions within two (2) weeks after such deductions are made from the paycheck. The Union shall give the Employer notice of any such failure to pay the institution.

ARTICLE NO. 16 **No Strike/Lockout**

(A) The Union agrees that during the term of this Agreement, it will not authorize, direct, encourage or condone a strike against, picket or boycott the Employer for any reason whatsoever, and will order its members and use its best efforts to have the members perform their obligations to the Employer.

(B) The Employer agrees not to engage in any lockout.

(C) The Employer will not discipline an employee covered by this agreement because of his refusal as an individual to cross a picket line, providing that such picket line has been sanctioned by the International Brotherhood of Electrical Workers.

(D) No employee covered by this agreement shall be required by the Employer to go through any picket line where there is actual or imminent danger of bodily harm to the employee.

ARTICLE NO. 17 **Employee Assistance Program for Drug and Alcohol Abuse**

The Employer will provide the Entertainment Industry Referral and Counseling Service (EIRAC), or a similar employee assistance program which offers professional counseling, and referral services to employees with alcohol abuse, drug abuse, marriage problems or other serious problems. Complete confidentiality is maintained for all communications and counseling.

ARTICLE NO. 18 **Gender Included Meanings**

Words used in this Agreement in the masculine gender include the feminine and the neuter.

ARTICLE NO. 19 **Minimum Wage Scale**

(A) All Current Stage Managers and Audio Mixers (except New Hires) shall receive the following hourly wage increases:

- January 15, 2017 to January 14, 2018: increase of $1.00/hour 3.5% ($29.31)
- January 15, 2018 to January 14, 2019: increase of $0.88/hour 3.0% ($30.19)
- January 15, 2019 to January 14, 2020: increase of $0.91/hour 3.0% ($31.10)

(B) All Live Video Editor/Camera Operators shall receive a three-dollar ($3.00) per hour premium over the Stage Manager and Audio Mixer scale rate.

(C) Anyone assigned to be a Production Stage Manager shall be paid $3.78/hour over the Stage Manager rate for work as a Production Stage Manager.

(D) Anyone assigned to be a Project Audio Support shall be paid $1.00/hour over the Audio Mixer rate for work as a Project Audio Support.

(E) Anyone assigned to be a Trainer shall be paid $1.00/hour over the Stage Manager/Audio Mixer rate for work as a Trainer.

(F) The New Hire Rate shall be 75% of the regular scale rate. New Hires shall be upgraded to the regular scale rate after the first ninety (90) days worked or twelve (12) month of employment, whichever comes first.

(G) An employee assigned to cover *two shifts* (in two different venues) *at the same time* shall be paid an additional premium of $5.00/hour for the time spent covering both shifts simultaneously. This excludes rain days (when a show is moved from an outside venue to an indoor venue); breaker shifts; extending a shift but at a different venue/show; and working at more than one venue/show on the same day *but not at the same time.*

ARTICLE NO. 20 **Seniority**

(A) The probationary period for all employees covered hereunder is ninety (90) days worked or twelve (12) month period, whichever comes first. Any employee may be dismissed during the probationary period with or without cause.

(B) Employer seniority shall be defined as the date of hire at Universal Studios Hollywood (including work in classifications not covered by this Agreement); such seniority shall be used for all benefit calculations.

(C) Classification Seniority

There shall be a separate seniority roster of Stage Managers and Audio Mixers. New Hires shall be added to the bottom of the applicable seniority roster based upon their date of hire as a Stage Manager or Audio Mixers.

(D) The Employer shall maintain the Seniority Roster, which shall be updated and provided to the Union on January 1 and July 31 of each year.

(E) Work Assignments

1. Employer shall provide a base template for shift tracks each quarter based on operational needs. Such tracks will be will be selected by seniority, provided the employee is trained for the available position, as follows:

a. Employees shall select on a quarterly basis a shift track for each week of the quarter, as determined by the Employer, in seniority order.

- The number of full time schedules will vary according to seasons.

- Employees will be expected to be available for work assignments during the following periods:

    - Winter peak, Spring peak, Summer peaks, and Halloween events
    - All Holidays as listed in Article 26, Holidays.
    - Weekends (Saturday/Sunday)

    During peak periods, employees will be required to pick at least one track per week, if tracks are available.

    Prior to posting the Quarterly schedule, the Employer agrees to meet and confer with the Union to discuss shift tracks which include holidays, to review options for employees to work such holidays.

b. If shift tracks are scheduled and there are still shifts available after the seniority roster is run, the Employer will assign remaining shifts in reverse seniority order.

c. Employees who voluntarily determine not to select a shift track for more than two quarters in a row will be removed from the roster and required to re-apply for future roles.

d. Employees may submit requests off ("RDO's") by Tuesday at 5:00 pm prior to the scheduled week. Employer will post updated schedules weekly based on park hours, RDOs, vacations and any other schedule changes.

e. As always, vacations and requests off are subject to management approval.

f. Sick days shall be subject to the attendance policy in Article 52, with the following addition for absences: An employee who fails to report for a scheduled shift, without sufficient justification for the absence, shall be issued discipline as follows:

Offense	Discipline
First Offense	Written Warning
Second Offense	Suspension - 1 day
Third Offense	Suspension - 5 day
Fourth Offense	Termination

If an employee goes two (2) years without an infraction, the next infraction after two (2) years shall reset to a written warning.

Absences, with approval, shall be subject to the attendance policy in Article 52.

g. On call roster: Employees will be able to call in as early as 3:00 pm the proceeding day to place themselves on the on call roster. The Employer will contact on call roster first to fill shifts in seniority order. Any employee who places themselves on the on call roster will make themselves available to cover a shift that day, if notified by noon of the shift day and failure to make oneself available will result in loss of eligibility to go on the on-call roster for one (1) month.

h. The Employer shall endeavor to publish the anticipated Theatrical Operations schedule, including information about shows, elements, rehearsals, special event dates and peak season dates, as soon as practicable, with the goal of providing such on a quarterly basis. Such schedule shall be subject to change and the Employer shall endeavor to republish the schedule as soon as practicable as significant changes occur.

i. The Employer may make work assignments, including venues, in its sole discretion, including assigning employees to more than one venue per shift when needed (not to be scheduled except for breakers). In the event the Employer notes, on the schedule, that a particular scheduled shift/assignment is for the maintenance of proficiency, the employee must obtain management approval before calling in sick or replacing that shift. The parties agree that the scheduling of proficiency days benefits both the Employer and the employees and employees shall not avoid proficiency.

j. The Employer may, at its discretion, schedule four (4) hour shifts in anticipation of coverage needs. Such shifts will be noted on the schedule. Scheduling will be in seniority order, except that to be eligible, employee must be trained in all positions. If an employee is scheduled in such a position, he/she may be extended, the day of, to work longer hours, including overtime.

2. An employee who refuses to train at a venue (except for certifiable, medical reasons) shall lose their seniority and be transferred to the bottom of the roster for their category.

3. The Employer may assign employees *out of seniority* under certain circumstances, including:

(a) Special Events & New Shows: For new shows open to the public less than three (3) months (not including production), and for special events, the Employer may assign Stage Managers and Audio Mixers based on Management's good faith assessment of skills, abilities, experience, performance, as well as operational need. Management may post for interested candidates and will consider all employees who responded to the posting in seniority order. For those assignments that are not posted, Management will give good faith consideration to all employees in seniority order. The Union acknowledges that Management may skip over a qualified more senior employee if that employee is needed in another position, and it will not result in fewer scheduled hours for that employee (per subparagraph (E)(1) above), with the only exception of limited rehearsal and/or training hours. The Union will not unreasonably deny the Employer's good faith request to extend the three-month time frame based on operational need. This provision shall apply to Atmosphere Elements in the event of new elements or remounts of existing elements where there is an operational change to the element that requires a different skill set of the operator (such as, but not limited to, going from a play-back track to mixing the sound).

(b) Sick/Added Calls: If the Employer has at least twenty-four (24) hours' notice, the Employer may determine to replace such shift and if so, shall ~~or~~ assign the call in seniority order (assuming, as always, the more senior employee is trained at the relevant venue); the Employer is *not required* to make any reassignment of work. If the Employer has less than twenty-four (24) hours' notice of a sick or added call, the Employer shall call employees in order of seniority, but the shift shall go to the *first available* employee, regardless of seniority; further, when filling such a shift, the Employer will give preference to the employee who can report to work closest to the original call time.

An employee who is called in to cover a shift the day of shall be paid for the full shift provided employee reported to work when the employee said he/she would arrive and no later than one (1) hour after the time the employee

accepted the shift. This shall not apply to covering partial shifts (i.e. covering for an employee who goes home early).

(c) Training per subparagraph (F) below.

(d) Proficiency exams per subparagraph (H) below.

(F) Training

Management shall have the right to assign all training. However, training shall not be used as a subterfuge to avoid compliance with Article 20(e).

Management may schedule employees as trainers, out of seniority. This provision shall not change or restrict Management's right to continue the current form of training through on-the-job shadow training, in which case the trainer is the scheduled employee. Management shall have the sole discretion of determining when and if to utilize a trainer. When filling a trainer position, Management will, as far as practical, give preference to interested current employees on the SM/AM rosters, which, in Management's opinion, are qualified to fill the position following a posting and interviews. The parties acknowledge and agree that training is not exclusive to SM/AM and further agree that the only limitation on Management's ability to use a third-party and/or managers to perform training shall be that the Employer shall continue its current practice of using scheduled employees for on-the-job shadowing.

(G) Removal from Seniority Roster

An employee shall be removed by the Employer from the Seniority Roster for any of the following reasons:

1. Discharge by the Employer for cause.

2. Voluntary resignation.

3. Laid off and not rehired under the terms and conditions of this Agreement within a period of nine (9) months.

4. An absence longer than one (1) year because of illness, provided the Union receives written notice before the employee is taken off the roster.
5. Retirement.

6. Death.

7. Refusal to accept work offered by the Employer , unless (a) the Stage Manager or Audio Mixer is currently employed elsewhere and on an

approved Leave of Absence, or (b) for any other reason approved by the Employer in writing.

8. Unauthorized leave of absence.

9. Payment of severance pursuant to Article 44.

(H) Proficiency Exam

1. Stage Managers and Audio Mixers may be required to complete annual examinations for each position in which they may be assigned, as determined by Management. Such examinations may be written, simulated practicals, performance of the job and/or any combination thereof.

2. The Stage Managers and Audio Mixers shall be given appropriate materials to review for the examinations a minimum of one month prior to the exams.

3. The examinations shall be fair and reasonable and shall pertain to topics relative to the scope of work performed by the Stage Managers and Audio Mixers at each position.

4. If an employee fails to pass a proficiency exam, the employee shall be given a second opportunity to pass the exam, scheduled by management, and shall not be assigned to such position until he/she passes the exam. If an employee fails to pass after the second time for three positions; and thus, is ineligible for three positions at the same time, the employee shall be terminated. An employee may request a third exam, which request the Employer may grant in its sole discretion.

5. The Employer will consider the input of employees in the covered classifications in the development of proficiency and training guidelines and proficiency examinations for each venue and position.

6. The parties acknowledge and understand that this provision regarding proficiency exams is different than scheduling employees for a proficiency day.

(I) Primary Position

An employee who works in two positions at the Employer (other than Stage Managers and Audio Mixers) must select one position as their "primary position" subject to the terms, conditions, procedures and criteria set forth in the Dual Classification Sideletter, dated October 23, 2009.

ARTICLE NO. 21 **Disciplinary Procedure**

(A) The Employer understands the value of progressive discipline and endeavors to incorporate that philosophy in its disciplinary policy. Therefore, the Employer will endeavor to adhere to the following steps of discipline:

1. Verbal Warning(s);
2. Written Warning(s);
3. Suspension(s);
4. Termination.

The above procedure is only a guideline. In certain circumstances, the disciplinary steps will be skipped depending upon the severity of the situation.

(B) This provision shall have no application to probationary employees.

(C) At any disciplinary meeting, employees shall be entitled to have a union steward or union business representative present.

(D) At the employee's request, the Employer will not use as evidence discipline that is more than one (1) year old at an arbitration, except the following:

1. Any suspension or termination;
2. Any discipline for violation of the Employer's harassment policy, which shall be noted in the discipline;
3. Safety discipline, which shall be noted in the discipline; or
4. If there a recurrence of the problem or a similar incident during the twelve (12) month period from the date of the occurrence and subsequent twelve (12) month periods.

(E) Discipline shall be imposed within thirty (30) calendar 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.

ARTICLE NO. 22 **Minimum Call**

Employees who are called to work shall receive a minimum of four (4) hours' pay at the applicable hourly rate.

Scheduled shifts of less than eight (8) hours are limited to:

(a) special events;
(b) closing shifts;
(c) breaker shifts;
(d) employees who have provided their individual consent;
(e) replacement shifts; and

(f) and coverage shifts per Article 20(E)(1)(j).

Where there is at least twelve (12) hours' worth of Show Product at a venue, the Employer will schedule one eight (8)-hour shift and one four (4)-hour shift, rather than one seven (7)-hour shift and one five (5)-hour shift. For shifts between eight (8) and twelve (12) hours, Article 25 (K) shall apply.

The minimum call for meetings shall be two (2) hours as set forth more fully in Article 40.

ARTICLE NO. 23 **Work Week and Schedules**

(A) The workweek shall be defined as the period from 12:01 a.m. Sunday through 12 midnight Saturday. The Employer shall have the right to change the workweek/payroll week (i.e. to Saturday through Friday) upon 30 days' notice to the Union.

(B) An employee will be offered a minimum of two (2) consecutive days off during the workweek as defined above, provided however, that split days off may be scheduled as the result of a *bona fide* schedule change or if the employee chooses to have non-consecutive days off during the workweek. 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.

(C) The Employer will seek the input of a Stage Manager or Audio Mixer in formulating work schedules, where practicable.

(D) The Employer must give an employee twelve (12) hours' notice of any schedule change other than a shift extension and will use reasonable efforts to notify of shift changes with twenty-four (24) hours' notice. The Employer may not reduce an employee's call due to a schedule change. If the change in a call time is greater than two (2) hours, the Employer will reasonably accommodate any hardship caused by such a schedule change.

ARTICLE NO. 24 **Call Backs**

The rest period following dismissal shall be ten (10) hours. Any employee required to return to work with less than ten (10) hours off between assignments shall be paid at the prevailing rate for such callback shift. The minimum call for a callback shift shall be four (4) hours. Intervening time of less than four (4) hours between dismissal and callback shall be deemed work time and paid at the prevailing rate, and may be applied as part of the callback minimum call. Intervening time of four (4) hours or more between dismissal and callback shall not be deemed work time or paid.

ARTICLE NO. 25 **Overtime Pay**

(A) Hours worked in excess of eight (8) hours per day or forty (40) hours per work week shall be paid for at one and one half (1-1/2) times the regular basic hourly rate for employees who work a schedule of five (5) days with eight (8) hours straight time assigned each day.

(B) Hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid for at one and one half (1 1/2) times the regular basic hourly rate for employees who work a schedule of four (4) days with ten (10) hours straight time assigned each day.

(C) Hours worked in excess of twelve (12) hours in any workday shall be paid at the rate of two (2) times the regular basic hourly rate.

(D) Hours worked in excess of fifty-five (55) hours in a workweek shall be paid at the rate of two (2) times the regular basic hourly rate.

(E) Hours worked in excess of fourteen (14) hours in any one workday shall be paid at the rate of two and one-half (2 ½) times the regular basic hourly rate.

F) If required to work overtime for a sixth (6^{th}) consecutive day worked in a workweek or in a separate or different workweek it shall be paid at the rate of one and half (1 ½) times the regular basic hourly rate for the first twelve (12) hours, then at two (2) times the regular basic hourly rate thereafter.

G) If required to work overtime for the seventh (7^{th}) consecutive day worked in a workweek or in a separate or different workweek it shall be paid at the rate of two (2) times the regular basic hourly rate.

H) An employee scheduled to work a sixth (6^{th}) and/or seventh (7^{th}) consecutive work day in a separate or different workweek shall have the option to decline such assignment. An employee who is not *scheduled* for such day, but accepts a sick or added call, is *not entitled* to overtime pay for such day.

I) Employees may not self-select a 6^{th} or 7^{th} consecutive day, or overtime schedule in the same workweek. Employees may self-select a 6^{th} or 7^{th} consecutive workday in a separate or different workweek however, those hours will be paid at straight time for the day.

J) A night premium of twenty percent (20%) shall be paid for all hours worked between 1:00 a.m. and 5 a.m.

K) Night premiums shall be included as part of the regular basic hourly rate when computing overtime. Except for night premiums, there is no compounding of overtime

or premium pay. If two different rates of overtime or premium pay (except night premiums) apply to all or part of a shift, the higher rate of pay applies.

L) The Employer may schedule and/or assign overtime based on management's determination of business need, taking into account various factors, including but not limited to, which assignment will result in the least amount of overtime incurred. The Employer may schedule overtime as follows: The Employer will offer the overtime to volunteers in seniority order, provided the employee has requisite skills and training, and, if there are no volunteers, the Employer will assign the overtime in reverse order of seniority, provided the employee has requisite skills and training. When assigning overtime, the Employer will follow same guidelines among employees working that day and may also give consideration to continuity of assignment/work before seniority. The Employer will not regularly schedule shifts of more than ten (10) hours, but may do so as operational needs may require (such as staffing limitations, special events, etc).

ARTICLE NO. 26 **Holidays**

(A) Without limiting the Employer's right to require work on such days, the following days shall be recognized as paid holidays for all employees.

1. New Year's Day
2. Martin Luther King, Jr. Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Day

(B) Holiday pay shall be calculated in January based on 1300 hours worked the previous 52 complete pay periods as follows: All employees shall be eligible for one (1) holiday per every 130 hours worked, up to the maximum of ten (10) holidays per year (specified in Article 26(A)). Unworked holiday pay will be included in the paycheck that the holiday (specified in Article 26 (A)) falls, provided the employee has the holiday pay in the bank. In addition to the holiday pay, employees who are required to work on a holiday shall receive double-time for all the hours worked on such day.

(C) If any of the above named holidays occur during an employee's vacation, such holiday shall not be charged as vacation hours and instead shall be paid as a holiday. For example, if an eligible employee takes vacation Monday through Friday and Monday is a holiday: Monday is paid as holiday pay and Tuesday through Friday are paid as vacation days – not five (5) days of vacation.

ARTICLE NO. 27 **Vacation**

(A) Vacation days shall be calculated in January based on 1300 hours worked the previous 52 complete pay periods as follows:

- One (1) to five (5) years of service: one (1) vacation day received per 130 hours worked, up to a maximum of ten (10) days per year.
- Six (6) to nine (9) years of service: one (1) vacation day received per 87 hours worked, up to a maximum of fifteen (15) days per year.
- Ten (10) years of service or more: one (1) vacation day received per 65 hours worked, up to a maximum of twenty (20) days per year.

(B) Vacation requests will, insofar as practical, be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employee having the greater seniority shall be given preference, with due consideration given to the timeliness of conflicting request.

(C) The Employer may require employees to schedule and utilize up to *half their accrued vacation bank* each year, assuming the employee has accrued more than two (2) weeks' vacation. In accordance with Employer policy, 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 such time as the employee takes accrued vacation days. In the event an employee was not given the opportunity to take any vacation during non-peak that year, upon having given at least one (1) month of advance notice of the request for vacation, the employee will have the option of having such vacation paid out or rolling it over to the next year.

ARTICLE NO. 28 **Sick Leave**

(A) Sick days shall be calculated in January based on 1300 hours worked the previous 52 complete pay periods as follows: All employees shall receive one (1) sick day per every 163 hours worked. Sick days shall be distributed up to four (4) days two (2) times per year (January and July). The sick leave days used shall be deducted from the employees' sick leave account. Sick days may be used between January 2nd and December 22nd of the calendar year. Employees not utilizing their accrued sick leave by December 22nd shall be entitled to receive a cash payment of one hundred percent (100%) of all remaining accrued sick leave in their account.

(B) With advance notice to and approval by the Employer, paid sick leave may be utilized by employees for personal days.

(C) Employees may not utilize paid sick leave on holidays and holiday weekends, unless the Employee provides medical certification of an illness for the day in which the employee called in sick or presents proof of extenuating circumstances causing the absence. If no medical certification is provided and there are no extenuating circumstances, the employee will not receive sick pay and will be issued points pursuant to the Attendance Policy. For the purpose of this Article, "holiday weekends" shall be defined as Saturday, Sunday and the day the holiday is observed (government/bank observance) except for Independence Day, Thanksgiving, Christmas and New Year's Day. For Thanksgiving, the holiday weekend shall be Thanksgiving Day, Friday, Saturday and Sunday. Independence Day, Christmas Day and New Year's Day will be as follows: If the holiday falls on a Tuesday, the holiday weekend shall be Saturday, Sunday, Monday and Tuesday. If the holiday falls on a Wednesday, no holiday weekend will be assigned. If the holiday falls on a Thursday the holiday weekend shall be the Thursday, Friday, Saturday and Sunday. For purposes of this Article and Article 52 (Attendance), Super Bowl Weekend shall be deemed a "holiday" weekend.

ARTICLE NO. 29 **Work Time**

Work time shall be computed from the time ordered to report until dismissed.

ARTICLE NO. 30 **Pay Checks**

The regular payday shall be on Thursday (holiday weeks excluded). The Employer may change the regular payday to any other day but Saturday with at least thirty (30) days' advance notice to Union. If the payday is changed to Friday, employees will be paid on Thursday or earlier in weeks where a recognized holiday falls on a Friday. Employees will never be paid less than on a weekly basis. When an employee is laid off, they shall be paid on the next regular payday following layoff.

Payroll discrepancies, sick pay, holiday pay and all other non-weekly earnings shall be paid within two (2) payroll periods of proper paperwork being submitted by employees.

ARTICLE NO. 31 **Meal Periods**

(A) A meal period shall be one-half (1/2) hour in length. An employee's first meal period shall be taken no earlier than two (2) hours and no later than five (5) hours after that employee commences work for the day; succeeding meal periods for that employee shall be taken no later than five (5) hours after the end of the preceding meal period.

(1) The meal penalty for delayed or missed meals shall be the greater of the statutory meal penalty provided under California law or pursuant to the following penalty schedule (the "Alternate Meal Penalty"):

First one-half (1/2) hour meal delay or fraction thereof:	$7.50
Second one-half (1/2) hour meal delay or fraction thereof:	$10.00
Third and each succeeding one-half (1/2) hour meal delay or fraction thereof:	$12.50

There will be no pyramiding of the California statutory meal penalty with the Alternate Meal Penalty; all or a portion of the penalty the employee receives will be the California statutory meal penalty. Such meal penalty shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

(2) It is the employee's responsibility to inform their supervisor or manager ten (10) minutes prior to going into a meal penalty.

(3) If circumstances prevent an employee from being relieved of all duty during a thirty-(30) minute meal period, and the Employer provides a sufficient meal and does not deduct the meal period from work time, the employee is not entitled to the Alternate Meal Penalty. A "sufficient meal" for purposes of this subparagraph consists of a hot entrée, salad or side dish, and beverage compliant with the employee's dietary restrictions.

(B) Should California law permit collective bargaining parties to negotiate different meal period hours, or should California law be revised to allow meals to be taken more than five (5) hours after commencement of work, then Article No. 31 shall be revised to reflect the longer meal period, as well as to increase the time at which the first meal may be scheduled to equal the longer meal period. [For example, if California law provides for the first meal to be taken after five and one-half (5½) hours' of commencement of work, Article No. 31 would provide that the first meal shall be taken no earlier than two and one-half (2½) hours and no later than five and one-half (5½) hours of commencement of work.] The parties agree that the maximum amount of time for the first meal to commence after commencement of work or for successive meal periods shall be limited to six (6) hours.

ARTICLE NO. 32 — Complimentary Tickets, Employee Discounts and Industry Guests

All employees will receive complimentary tickets and discounts consistent with the Employer policy. The Employer will not unreasonably deny a request from a Stage Manager or Audio Mixer for an industry guest to view a show. In the event an employee

provides less than forty-eight (48) hours' notice for an industry guest to view a show, and Management is unable to accommodate, lack of sufficient notice for Management to arrange a pass shall be deemed reasonable grounds to deny a request.

ARTICLE NO. 33 **Traveling Expenses and Accommodations**

(A) The employee's necessary traveling expense shall be paid by the Employer consistent with the Employer travel expense policy, which shall include the per diem schedule that adjusts for high cost areas.

General

The Employer shall reimburse for business related expenses on the basis of the actual expenditures incurred by an employee for legitimate business purposes within the following categories:

1. Reasonable travel and subsistence expenses for travel to points outside of the Greater Los Angeles area (provided such travel has been previously approved by Universal Studios Hollywood).

2. Mileage costs at the prevailing IRS rate.

Air Travel
All travelers shall fly coach unless authorized in advance by the Employer in writing.

Hotel Accommodations
Lodging expenses include the cost of the room plus applicable taxes. It does not include room service, laundry or cleaning services, recreation of any other direct charges to the room. See "Miscellaneous Travel Expenses" for further discussion regarding these charges.

Automobile Expenses
Reimbursement will cover no more than the rental cost of a full size car. Additional insurance coverage, as provided in the rental agreement, will not be reimbursed.

Miscellaneous Travel Expenses
Original receipts are to be submitted for all expenses in order to be reimbursable. This includes all meals, taxi fares, parking and other costs for which receipts can be typically obtained.

Expenses, such as tips, which are usually unreceipted, should be reasonable for the service provided and supported by personal log or other similar record. Employee expense reports submitted as documentation for

reimbursement are to be signed by appropriate management personnel and are to include copies of receipts as supporting documentation. Entertainment charges should include the names of all individuals, the business relationship and documentation of the business discussion.

(B) An employee who travels on a regularly scheduled workday, shall receive his or her regular days' pay, plus travel expenses, including per diem.

(C) An employee who travels on a day off, shall receive the applicable State or Federal minimum wage for all hours spent traveling or $60 in travel pay, whichever is greater, plus traveling expenses, including per diem.

ARTICLE NO. 34 **Earnings Reports**

At the end of each quarter, the Employer will submit a list of its employees subject to this Agreement, showing each employee's earnings for that quarter.

ARTICLE NO. 35 **Access for Union Representatives**

The duly authorized Business Manager of the Union shall be furnished a pass to the USH property. Such representative shall be permitted to visit any portion of the USH property, for the proper conduct of the business of the Union during working hours. Such pass will permit the Representative's car into USH, provided such is the custom and practice.

ARTICLE NO. 36 **Stewards**

The Business Manager of the Union may appoint four (4) Union Stewards.

It shall be the responsibility of the Steward to settle minor grievances with the head of the department in which the grievance arises, and, in the event such grievance cannot be adjusted, to notify the Business Representative. Any member so appointed shall be permitted to perform these duties, but such duties shall not unduly interfere with his work and he shall not leave his station without notifying his immediate supervisor.

ARTICLE NO. 37 **Rest Break**

Covered employees shall receive a rest break of fifteen (15) minutes for each four (4) hours worked, or major portion thereof, which shall be available, insofar as practicable, midway in the work period.

Employees are required to notify the on-duty supervisor as soon as possible if they are unable to take a break as set forth above.

In the event an employee is unable to take a rest break, the Employer shall pay the applicable State penalty.

ARTICLE NO. 38 **Personal/Professional Leave of Absence**

(A) In view of the unique nature of the skills and abilities of the Stage Managers and Audio Mixers herein, the Employer agrees to cooperate as much as possible in granting the employees time off so that they may work in a motion picture, television or theatrical production. In such cases, an employee shall submit a Professional Leave of Absence ("LOA") request in writing to the Department Head and to the Human Resources Department for approval. An approved Professional LOA shall not exceed one hundred twenty (120) days in duration. At its discretion, the Employer may extend the LOA to a maximum of six (6) months.

(B) During an approved LOA, an employee will not be demoted. However, an employee who exceeds the approved LOA will be deemed to have resigned and will be removed from the seniority roster.

(C) Requests for LOA during peak seasons (*e.g.*, Easter/Spring Break, Summer, Thanksgiving, Christmas/New Year's) may be granted in the Employer sole discretion based upon its operational needs and requirements.

(D) Employees on LOA (other than medical) will receive 75% of their hourly wage rate for proficiency days following the end of their LOA.

ARTICLE NO. 39 **Safety**

(A) It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on the Employer to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safely devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no Employer shall require or permit any employee to go or be in any employment or place of employment that is not safe and healthful. In addition, the Employer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to his own actions and conduct; no person (Employer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including himself, in such employment or place of employment.

(B) No employee shall be discharged or otherwise disciplined for refusing to do something that is unsafe.

ARTICLE NO. 40 Stage Manager and Audio Mixer Meetings

Meetings with management may be at management's discretion. The meetings may be voluntary paid, or mandatory paid, at the Employer's discretion.

The minimum call for meetings shall be two (2) hours. The parties acknowledge the value to employees and the Employer of regular meetings with employees. The Employer will endeavor to hold meetings on a regular basis, which may be mandatory or voluntary as designated by the Employer.

ARTICLE NO. 41 Jurisdictional Disputes

The Union agrees to cooperate in good faith with the Employer and the other local unions in the industry in working out a method for the determination of jurisdictional disputes without work stoppages. Appropriate clauses will be incorporated in this Agreement to cover any methods or means that shall be agreed upon.

ARTICLE NO. 42 Bulletin Boards

The Employer will make available in an appropriate area in USH (such as Department Headquarters) a glass-enclosed bulletin board that can be locked. It shall be at least 3' x 2' in size. The material posted shall be subject to review by the Employer.

ARTICLE NO. 43 Bereavement Pay

(A) In the case of a death in the immediate family, an eligible employee otherwise scheduled to work shall be entitled to time off with straight-time pay for a period of three (3) consecutive scheduled workdays. Employees required to leave the State of California to attend a funeral out of state shall, upon request, be entitled to two (2) additional consecutive scheduled work days' leave with pay to assure proper travel time to attend the funeral.

(B) For purposes of this Article, an "eligible employee" shall be defined as an employee with 2,000 hours of work at the Employer. Pay shall be calculated at an employee's then-current rate of pay, based upon the days and hours the employee would have been scheduled to work but for the death.

(C) Immediate family" shall be limited to a father, mother, spouse, domestic partner, sister, brother, children, grandchildren or grandparents of the employee. A "domestic partner" shall mean a person who has the same domicile as the employee and who shares in the necessities of life (*e.g.*, rent or mortgage, telephone costs, groceries, etc.). The Employer may require the employee to prove domestic partner status. The Employer may also make reasonable efforts to inquire about or establish proof of death and/or relationship, but shall not do so routinely. The Employer shall allow the employee a reasonable time period in which to establish such proof, taking into account the country in which the death occurred.

ARTICLE NO. 44 **Jury Duty**

Upon proof of jury duty service, the Employer will pay up to five (5) days of jury duty for employees who are scheduled to work on the day called for jury duty service, provided the employee notifies management by 7:30 p.m. the day before the scheduled shift. The employee will be paid for the number of hours scheduled on the day missed.

When an employee covered by this Agreement (per Article 2) is summoned to Jury Duty and makes application to the Human Resources Department, the Employer will furnish a letter to the appropriate entity informing them that Universal Studios Hollywood only reimburses for five (5) days of absence from work for purpose of Jury Selection and/or Jury Service for such employee.

When an employee provides a *bona fide* document from a Court for jury service verification and time served, the Employer shall credit the employee with hours for the jury duty service period for purposes of seniority, personnel classification, and benefits.

ARTICLE NO. 45 **Severance Pay**

An employee employed by the Employer under this Agreement for one or more years and who has worked a minimum of 1,400 hours in the previous twelve (12) months, whose employment is severed shall receive severance pay in accordance with the following schedule:

Years of Service	Number of Weeks of Severance Pay
1-2	1
3-4	2
5-8	3
9	4
10	5
11-12	6
13-14	7

15	8
16	9
17	10
18	11
19	12
20	13

The rate at which severance pay is payable shall be based on the employee's average earnings for the twelve (12) consecutive months period ending with the date of severance.

An employee may be eligible for severance pay under this provision if the employee was not offered any opportunity to work in nine (9) months. Calls for any shift, including proficiency shifts and replacement shifts, shall constitute being offered an opportunity to work under this provision, whether scheduled or offered after the schedule is posted, and whether or not within an employee's stated availability.

Payment of severance under this provision shall constitute a break in seniority per Article 20(G).

Seasonal employees shall not be eligible for severance.

ARTICLE NO. 46 **Employee Benefit Plans:**

(A) Entertainment Industry Flex Plan - Health

Employees covered by this Agreement shall be eligible to participate in the Entertainment Industry Flex Plan – Health (the "Health Plan"). The Employer shall execute all required documents and make the following hourly contributions to the Health Plan for all hours worked or guaranteed by employees whose primary position is a Stage Manager or Audio Mixer or Live Video Editor/Camera Operator covered by this Agreement:

Effective thirty (30) days after ratification of the Agreement

- Family Status - $6.40/hour
- Non-Family Status - $4.40/hour

On an annual basis, Union and Employer shall submit a joint written request to the Entertainment Industry Flex Plan to certify, in writing, that it is fully compliant with the Affordable Care Act. In the event that the Entertainment Industry Flex Plan is deemed to be non-compliant with the ACA, the parties shall meet and bargain over an alternative health plan and may re-allocate any financial element of the CBA not already spent to such health plan. Until such time as an alternative plan is agreed upon and implemented, the Employer shall immediately cease all contributions to the Flex Plan and employees shall be eligible for USH health plan pursuant to the eligibility criteria of the ACA. So long as the Entertainment Industry Flex Plan is deemed compliant with the ACA, the parties shall not have any obligation to bargain over participation in a new or

different plan; however, nothing in this section shall preclude the parties from mutually agreeing to do so through the Contract Adjustment Committee.

(B) Employer's 401(k) Plan

Until such time as employees can participate in the NBCU CAP 401k plan, the Employer will agree to continue to contribute $0.60/hr. for all hours worked into the Supplemental Income 401k of the Supplemental Income Trust Fund ("Trust").

Effective ninety (90) days from ratification or as soon as practical, the Employer will cease participation into the Trust and instead offer the NBCU Cap 401k plan to all employees covered by this Agreement on the same basis as other employees participating in that plan. Currently the Employer will match up to 3.5% of your pre-tax and /or after-tax Roth 401(k) contributions each pay period. The Employer provides 100% vested match on your contributions, up to 3.5% of your eligible compensation (subject to IRS maximum compensation limits).

ARTICLE NO. 47 **Duties and Division of Work**

(A) Stage Managers shall be defined as those individuals employed by Universal Studios Hollywood ("Employer") to coordinate the efficient operation of its Show Product presented within the bounds of Employer owned and operated Theme Park operations. These operations shall exclude any and all work currently being performed by employees working under other collective bargaining agreements with the Employer.

"Show Product" shall be defined as any theatrical presentation or non-theatrical event produced by Employer, or their designated agents, and created with the purpose of entertaining audiences, promoting directly or indirectly a product or service, including public or educational services, or to inform groups of employees or clients, that are intended for presentation in existing venues, future venues, or improvised venues (i.e. temporary stages) on the property of the Employer, and that contain all of the following:

1. A script (written or verbal and including lyrics and music as part of a musical);
2. A cast; and
3. A theatrical crew.

Show product shall also be defined as that which has historically and customarily fallen within the scope of work for Stage Managers.

When a new Show Product is in development, the Employer will endeavor to include a Production Stage Managers or Stage Manager in the pre-production process as early as possible.

The Employer will assign Stage Managers to be responsible for the overall operation of their assigned Show Product, including but not limited to the following duties:

(1) Safety – The Stage Manager's primary responsibility is to ensure the safety of employees and guests, and to take action when any safety issues arise.

(2) Show Quality – The Stage Manager will understand the creative vision of the show and endeavor to maintain that creative vision. Stage Managers are responsible for shows running on time and according to approved procedures.

(3) Guest service - The Stage Manager will make decisions that will deliver the best guest experience possible

(4) General Duties –

- Calling of cues
- Enabling of show effects
- Operation of show control equipment
- Coordination of the work of show crew members, performers and dressers.
- Upkeep of all venue areas (backstage, onstage, cues, etc.)
- Making appropriate announcements to coordinate the team.
- Managing inventory

(5) Reports - Preparation, maintenance and distribution of reports, examples include:

- Safety concerns
- Show reports
- Show altering circumstances
- Technical difficulties
- Venue/facility issues
- Personnel issues
- House operational issues
- Prop lists/inventory
- Daily sign-in sheets
- Monitor cast and crew call times

(6) Assets - Monitoring and coordinating the maintenance of (maintaining as required):

- Show sets
- Props
- Equipment
- Backstage area
- Audience areas

(7) Documentation - Assembling and maintaining documents necessary for technical and artistic operation of the show, examples include:

- Prompt book
- Show bible
- Light plot
- Dimmer schedule
- Blocking notes
- Prompt script
- Calling script
- Checklists

[These duties are not exclusive to Stage Managers and training will be provided if needed.]

(8) Communication –

- Calling cues
- Issuing necessary information required to run show
- Participate and contribute in daily show communication meetings
- Make required announcements to cast and crew
- Daily scheduling of venue staff assignments
- Coordinate daily work of venue staff
- Contact appropriate management for daily updates as directed

(9) Show - auditions, rehearsals, and/or production.

- Produce documentation (see paragraph 7)
- Posting director's notes
- Distribution of show scripts
- Post cast rotation schedules
- Work with lead, manager or director to facilitate rehearsal process
- Maintain order in venue
- Work with Technical Services in maintaining facility
- Coordinate with daily Duty Managers to ensure smooth operation of venue

(10) Stage Manager duties include monitoring Show Crew breaks and lunches, so long as the Show Crew member is working under the direction and control of the Stage Management group. The parties acknowledge and agree that such duties are not exclusive to Stage Managers and may be performed by PSMs or management, as determined by management, and may be performed by other non-management employees when the Show Crew members are not working under the direction and/or control of a Stage Manager.

(B) Audio Mixers shall be defined as those individuals employed by the Employer to operate the audio and visual elements of its Show Product (as defined by management in consideration of the complexity of the infrastructure) presented within the bounds of Employer owned and operated Theme Park operations. These

operations shall exclude any and all work currently being performed by employees working under other collective bargaining agreements with Employer.

Show product shall also be defined as that which has historically and customarily fallen within the scope of work for "Sound Stage Managers", now referred to as "Audio Mixers".

The Employer will assign Audio Mixers to be responsible for the overall operation of the audio and visual equipment at their assigned Show Product, including but not limited to the following duties:

(1) Safety – The Audio Mixer's primary responsibility is to ensure the safety of employees and guests, and to take action when any safety issues arise.

(2) Show Quality – The Audio Mixer will understand the creative vision of the show and endeavor to maintain that creative vision.

(3) Guest service - The Audio Mixer will make decisions that will deliver the best guest experience possible.

(4) General Duties –

- Operation and monitoring of all audio and visual equipment (including lighting) equipment) in connection with performance of Show Product, and including but not limited to, amplifiers, equalizers, Efx machines, microphones, speakers, CD players, VCRs, lighting boards, Media Matrix, applicable audio equipment.
- Coordination & operation of sound, mic, & video cues.
- Operation of live announcements.
- Sound and microphone checks.
- Assist and/or troubleshoot with sound, microphone, and video technical issues.
- Coordinate and provide assistance to Stage Managers.
- Perform test shows, pre-show and resets.
- Troubleshoot audio/visual issues and support for cast, crew, technical staff and management.

[The parties acknowledge that some of these duties have been performed and will continue to be performed by Special Effects Technicians and Stage Managers at Wild, Wild, Wild West Stunt Show and T-2/3-D.]

(5) Reports - Preparation, maintenance and distribution of reports, examples include:

- Safety concerns
- Show reports
- Audio and or Video notes
- Show Altering circumstances
- Technical difficulties
- Venue/facility issues
- House operation issues
- Inventory

(6) Assets - Monitoring the quality and maintenance of and communicating concerns for the maintenance of:

- Show sets
- Props
- Audio and visual equipment
- Backstage area
- Audience areas

(7) Documentation – Contributing to and/or assembling and maintaining documents necessary for technical and artistic operation of the show:

- Prompt book
- Show bible
- SOP

(8) Communication –

- Issuing necessary information required to run show
- Participate in daily show communication meetings
- Make required announcements to cast and crew
- Any change or adjustment of any AM task specific to the venue
- Contact appropriate management for daily updates as directed

(9) Show - auditions, rehearsals, and/or production.

- Produce documentation (see paragraph 7)
- Work with lead, manager or director to facilitate rehearsal process
- Work with Technical Services in maintaining facility

The Audio Mixer will perform the duties of both the Stage Manager and the Audio Mixer at Animal Actors show. In the event that the Employer develops a new show or act for which management believes it appropriate for the Audio Mixer to also perform the duties of the Stage Manager, management with contact the union and engage in meaningful discussions before making such an assignment.

(C) Live Video Editor/Camera Operators shall be defined as those individuals employed by the Employer to facilitate the efficient operation of the editing of live video and operating of cameras in Show Product, presented within the bounds of Employer owned and operated Theme Park operations. These operations shall exclude any and all work currently being performed by employees working under other collective bargaining agreements with Employer. This position shall have its own established Seniority Roster as follows:

1. The Employer will not maintain an active roster list. Should the Employer need Live Video Editor or Camera Operators, the Employer will seek interested candidates who will be tested and if selected, a new roster will be formed and those candidates will be ranked in order of test results.

2. USH will not *train* SM/AMs as Live Video Editor/Camera Operators.

Management and the Union agree that in the event management creates a new show or venue that uses Live Video Editing or Camera Operation, that work shall be covered by this agreement and shall follow the procedure set forth above.

(D) The types of current and past presentations that fall into the definition of Show Product are *Animal Planet Live*, *Beetlejuice's Rockin' Graveyard Revue*, *Blues Bros.*, *WaterWorld*, *Wild, Wild, Wild West Stunt Show*, *RugRats Magical Adventure*, *Totally Nickelodeon*, *Flintstone's, Chipmunks' Adventure, Rocky & Bullwinkle, T-2/3D, American Tail, Hot Set, Shrek, Land Before Time, Miami Vice, Conan, Family Double-Dare, Star Trek,* and the *Marilyn Monroe Show Revue*. The types of current and past presentations that do not fall into the definition of Show Product are *Back to the Future*, *E.T.*, *Backdraft*, *Atmosphere Bands, Boom Operators, Doo-Wops, Denver Street,* and *Tram Tour Enhancements.*

(E) With respect to special events where all Show Product elements are present and rehearsals and auditions for Show Product (as defined in Paragraph A, above) taking place on Employer owned and operated Theme Park operations, and off-lot rehearsal facilities within Los Angeles County, the Employer will assign Stage Managers and Audio Mixers as follows:

(1) Stage Managers will be assigned to all rehearsals, excluding brush-up rehearsals that do not involve an entire cast.

(2) Audio Mixers will be assigned to all rehearsals requiring audio/visual support, excluding houselights, work lights and boom boxes or the like, and excluding brush-up rehearsals that do not involve an entire cast.

(3) Stage Managers will be assigned to auditions for new, alternate or replacement cast members of the Employer Show Product.

(4) Audio Mixers will be assigned to auditions for new, alternate or replacement cast members of the Employer Show Product that require audio/visual support excluding houselights, work lights and boom boxes or the like.

(5) The assignment of Stage Managers and Employer to special events where all Show Product elements are present will be consistent with their specific scope of duties.

For purposes of the foregoing, "rehearsal" is defined as rehearsals by cast members of approved show elements for Show Product, and excludes any rehearsals during the development of show elements for existing Show Product, such as new fight/dance choreography, show blocking or bits/gags.

(F) With respect to the Employer Show Product taking place off Employer property, the Employer will assign Employer Stage Managers and Audio Mixers consistent with

their specific scope of duties whenever other Employer bargaining unit employees are assigned to work Show Product occurring within the continental United States. For Employer Show Product taking place outside the continental United States, the Employer will consider assigning Employer Stage Managers and Audio Mixers; the final determination of assignment is at the sole discretion of the Employer and is not subject to grievance and arbitration.

(G) Notwithstanding any other provision in this Agreement, and without limitation to other rights, the Employer expressly reserves the right to add, replace or close Show Product. The Employer will meet and confer in good faith with the Union with respect to staffing, operations and/or closure of Show Product, excluding special events. When a venue *permanently* closes, the Employer will give those employees adversely affected by the closure at least two (2) weeks' notice. If the Employer fails to give at least two (2) weeks' notice, adversely affected employees shall receive compensation for the hours those employees would have worked at the venue during that two- (2) week period.

(H) With respect to reference to the bounds of the Employer property, the Union acknowledges that the Employer and CityWalk are separate companies.

(I) The parties agree that the Globe Theatre is to be treated as any other venue at the Employer.

(J) Production Stage Managers are discretionary positions/assignments that Management may elect to utilize, generally defined as hourly employee(s) assigned to a Show/Production to support project based needs. The PSM may lead Stage Managers, Special Effect Technicians, Audio Mixers, Crew, and Performers assigned to a Show/Production, as needed, at management's discretion. PSMs may swing into SM positions as operationally needed due to unexpected circumstances or last minute vacancies, however, as a general rule, PSM's shall not be scheduled as "breakers".

PSMs may be scheduled without a stage manager to supervise crew scheduled to perform duties other than running a show, so long as the work performed for that shift includes PSM work and is not solely stage manager work.

Management shall have the sole discretion of determining when and if to utilize a PSM. When filling a PSM position, Management will, as far as practical, give preference to current employees on the SM/SSM rosters, who, in Management's opinion, are qualified to fill the position; otherwise, management may select a PSM from any source.

The parties acknowledge and agree that not all PSM duties are exclusively PSM duties (some might be performed by SM or management).

(K) Project Audio Support are discretionary positions/assignments that Management may elect to utilize, generally defined as a designated hourly employee assigned to a specific audio element or to support an audio element or production, project

and/or other work assigned by management. The person assigned to a PAS positions/assignments may perform Audio Mixer duties associated with the specific assignment at a show, project and/or element as needed, at management's discretion.

Management shall have the sole discretion of determining when and if to utilize project audio support assignments. When filling a PAS position/assignments, Management will select from a list of interested AMs, who, in Management's sole opinion, have the skills and abilities and are qualified to fill the position/assignment. Such selection will not displace a regularly scheduled shift track.

The parties acknowledge and agree that not all PAS duties are exclusively PAS duties (may be performed by Audio Mixers, management or vendors).

ARTICLE NO. 48 **Incidental Work Duties**

An employee covered by this Agreement may perform work covered by another IBEW collective bargaining agreement if such work is incidental to the employee's overall function and the employee is qualified to do such work. However, this provision shall not be used to displace an employee working under the IBEW agreement covering such work.

ARTICLE NO. 49 **Wardrobe**

(A) Should the Employer require employees to wear "uniforms," the Employer will provide and maintain such uniforms. "Uniforms" means apparel and/or accessories of distinctive design or color. The Employer may also elect to instruct employees what non-uniform clothing to wear, in which case employees are responsible for providing and maintaining such clothing.

(B) Examples of the types of "uniforms" that the Employer must provide and maintain include tuxedos, Zoot suits, evening gowns, cheerleader outfits, armor (including chain mail), Elizabethan Shakespearean costumes, fur coats, diamond earrings, pearl necklaces, ascots, smoking jackets, leather pants, chaps and spurs, sombreros, top hats, kimonos, and kilts.

(C) Examples of the types of "non-uniform" clothing that the employees must provide and maintain include denim jeans and shirts, chinos (including khakis), generic polo shirts, sneakers, boots, T-shirts, button-down shirts (long or short-sleeved), all undergarments, and shorts.

(D) The Employer may also elect to provide specific shirts and/or jackets to employees, and employees shall be responsible for maintenance of such shirts and/or jackets. If a shirt is not in compliance with Employer uniform standards (due to cleanliness and wear & tear), the Employer will provide new shirts *or*

suitable replacement shirts *or* permit an employee to wear a generic polo shirt. The Employer confirms that its preference is to provide new shirts.

(E) Shirt options at WaterWorld:

Audio Mixers and Stage Managers working WaterWorld:

- May wear the dri-fit polo at WaterWorld, provided an undershirt is worn underneath it and a jacket or sweatshirt covering it.
- Will receive 2-3 cotton polo shirts (based on how often the employee works at WaterWorld). These shirts can be worn with or without an undershirt and may only be worn at WaterWorld.

Stage Managers working WaterWorld:

- Will receive one "heat" cotton t-shirt that can be worn at WaterWorld on all days where the temperature is 85 degrees or higher.

ARTICLE NO. 50 **Contract Adjustment Committee**

A contract adjustment committee shall be established consisting of an equal number of representatives from the Employer and the Union to meet at the request of the Union or the Employer, but no more than two (2) meetings per year, in an attempt to resolve any outstanding issues or problems. The committee shall also have the ability to modify or add provisions to this Agreement if there is mutual agreement between the parties. Agreed-upon changes to this Agreement will be implemented within thirty (30) days of such CAC meetings.

ARTICLE NO. 51 **4-10 Schedule and Benefits**

The parties confirmed that Full-Time employees assigned to workweeks of four 10-hour days shall be paid sick leave, holiday pay, vacation pay, and bereavement leave at 10 hours per day, up to the limit of hours that Full-Time employees assigned to workweeks of five 8-hour days would be entitled (*e.g.,* 64 hours' of sick leave; 80 hours' of holiday pay, etc.)

ARTICLE NO. 52 **Subcontracting Committee**

The parties agree to establish a "Subcontracting Committee" which will meet as needed to discuss and resolve subcontracting issues as well as new Show Product development.

ARTICLE NO. 53 **Attendance Policy**

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

I. ABSENCES –

Employees who know that they will be absent for any reason must notify the Employer two (2) hours prior to their scheduled shift. Employees who fail to give proper advance notice will not be eligible to receive paid sick leave, unless circumstances are such that reporting timely was impossible (e.g., medical emergency; automobile accident, etc.).

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

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

Pursuant to Article 20(E)(1), an employee who fails to report for a scheduled shift, without management approval for the absence and without extenuating justification for the absence without approval shall be issued discipline in accordance with that provision.

Absences, with approval, shall be subject to the points schedule below and resulting disciplinary action schedule herein.

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 Employer he/she will be absent in compliance with the Departmental procedures for such notifications and has no sick leave available, or chooses not to use available sick leave, and the absence occurs on a weekend, Halloween Horror Nights Event Nights or holiday (as defined in Article 28).	2
(e) Employee notifies the Employer he/she will be absent in compliance with the Departmental procedures for such notifications and has no sick leave available, or chooses not to use available sick leave, and the absence does not occur on a weekend, Halloween Horror Nights Event Nights or holiday (as defined in Article 28).	1
(f) Employee is sick and uses available sick leave to cover the entire absence from the shift and notifies the Employer of the absence in compliance with the Departmental procedures for such notification.	0
(g) Employee leaves before the end of shift due to non-work related injury or illness, unless the employee uses available sick leave to cover the remainder of their shift.	1
(h) Employee leaves before the end of their shift, for reasons other than illness or injury, and is approved by a supervisor or manager.	0

II. TARDIES –

Employees must be dressed properly in uniform and ready to assume work duties at their work location at their call time. Employees who fail to report to their work station at their exact call time will be considered tardy, even if they've clocked in at the appropriate Timekeeper clock before their call time. Employees who know they will be tardy must make reasonable efforts to notify their department prior to their call time. Advance notice does not excuse the tardy and failure to make such reasonable efforts may result in progressive discipline, depending on an employee's circumstances.

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

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

III. DISCIPLINARY ACTION SCHEDULE -

Disciplinary Action Schedule	Points
Written Warning	5 pts.
Final Written Warning	7 pts.
Suspension - 1 day	9 pts
Suspension - 5 day	13 pts.
Termination	15 pts.

IV. OTHER PROVISIONS -

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

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

(c) Employees absent due to approved leave of absence, funeral leave, military obligation, jury duty, child's school visitation, and work incurred illness/injury will not be subject to disciplinary action, upon compliance with Employer procedures for taking such time off.

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

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

(f) Accumulation of seven (7) points during the probationary period may result in immediate termination. Nothing herein shall affect the employee's probationary status under Article 20(A) or the Employer treatment of probationary employees pursuant to Article 20(A).

(g) Employees who are not eligible for sick leave pay pursuant to the sick day accrual calculation set forth in Article 28, shall be granted 2 "grace" sick calls up to two times per year (in January and in July). "Grace" sick calls are not applicable to No

Call/No Show occurrences or where the advance notification requirements are not followed.

(h) 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR UNIVERSAL STUDIOS HOLLYWOOD

Eileen M. McNamara, Vice President Labor Relations — Date: 6-9-17

FOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 40

Marc Flynn, Business Manager — Date: 6-16-17

Side Letter
Universal Studios Hollywood and IBEW Local 40
EMPLOYEES WORKING AS SEASONAL OR TEMPORARY SUPERVISORS
May 21, 2017

This shall confirm the agreement reached between Universal Studios Hollywood ("the Employer") and IBEW Local 40 ("the Union") regarding work as seasonal or temporary supervisors.

It is understood that Supervisors are exempt from the National Labor Relations Act ("Act"), however the parties recognize the mutual benefit of having employees train and/or express interest in advancing their career opportunities at Universal Studios Hollywood. Consequently, the parties have agreed to allow employees an opportunity to apply for a seasonal or temporary supervisor role.

The Employer is willing to give good faith consideration to using SMs/AOs for seasonal or temporary supervisor work that is not covered within the jurisdiction of the agreement nor is it covered work by the Act, on the condition that any such assignments shall not be the basis for extending jurisdiction and shall not be used as evidence of a past practice, and management may select employees based on its reasonable assessment of skills, abilities and experience.

Such opportunity will require that the employee selected may either not select a shift track during that period of time or, will forfeit their shift track. The employee selected as the seasonal or temporary supervisor may be able to pick up additional work, other than shift tracks for the purpose of backfilling other employees on vacation, sick, RDO or if more hours are needed to cover the SM/AO roles.

This side letter shall expire with the term of the Collective Bargaining Agreement dated June 1, 2017 through January 14, 2020.

FOR EMPLOYER:

6-16-17

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

FOR UNION:

6-16-17

Marc Flynn Date
Business Manager
IBEW Local 40