

2017-2020

SUPPLEMENTAL AGREEMENT

BETWEEN

UNIVERSAL STUDIOS HOLLYWOOD

AND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL UNION NO. 40, AFL-CIO

COVERING

SOUND, VIDEO AND COMPUTER ENGINEERS,
ELECTRICAL MAINTENANCE AND
HEATING, VENTILATION, AIR CONDITIONING AND REFRIGERATION ENGINEERS

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ARTICLE NO. 1 Preamble

This Agreement, effective August 1, 2017 through July 31, 2020 by and between Universal Studios Hollywood (hereinafter referred to as the "Employer" or "USH") and International Brotherhood of Electrical Workers Local Union 40 (hereinafter referred to as the "Union") is supplemental to the Agreement of August 1, 2017, between Universal City Studios, Inc., and I.B.E.W. Local Union 40 (hereafter referred to as "Basic Agreement"). To the extent that this Supplemental Agreement is inconsistent or in conflict with the Basic Agreement, the provisions of this Supplemental Agreement shall be controlling.

ARTICLE NO. 2 Scope of Agreement

This Agreement shall be applicable to those employees performing services in the operation and maintenance of heating, ventilating, air conditioning, refrigeration, lighting equipment, boilers and electrical maintenance and refurbishment and construction electrical work in facilities owned and operated by Universal Studios Hollywood. The scope of this Agreement shall include the installation, operation (pursuant to past practice), service and repair of sound and video equipment and computers (except computers not related to any venue) and electronic devices at all still and motion picture projectors in all Universal Studios Hollywood owned and maintained facilities.

ARTICLE NO. 3 Recognition

Universal Studios Hollywood recognizes the Union as the exclusive collective bargaining representative of all employees employed by Employer in the classifications listed in this Agreement. The Union makes this Agreement on behalf of such employees, the majority of whom the Union warrants are members of the Union in good standing.

The Union represents that the terms of this Agreement have been submitted to its membership and have been duly approved thereby.

ARTICLE NO. 4 Management Rights

The Employer shall have, and expressly reserves at all times, the right to 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 and 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 the rights, powers and authorities an Employer traditionally retains. However, nothing contained in this Article shall be in conflict with the terms and conditions set forth in the Basic or Supplement Agreements.

ARTICLE NO. 5 Union Security

- (a) All employees of the Employer subject to the provisions of this Agreement, except Apprentices, 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.

Each Apprentice employee subject to the provisions of this Agreement shall, as a condition of employment, be or become a member of the Union on or after the three hundred sixty-fifth day following the beginning of such employment, or within thirty (30) days of the effective date of this Agreement, whichever is later.

Completion of Apprenticeship hereunder is to be certified by the Motion Picture Joint Apprenticeship Committee, as provided in the agreement between the parties hereto dated June 19, 1962 and entitled "Apprenticeship Standards for Motion Picture Employers and International Brotherhood of Electrical

Workers, Local Union #40, Los Angeles County,” as amended, hereinafter referred to as the “Apprenticeship Agreement”.

- (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 amendments 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 and in such event, such provisions shall automatically be deemed substituted in lieu hereof. In such event, and if permissible under the law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Employer in the crafts and 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 give 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 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 Employer receives such notice, in which event 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 Employer receives this notice.
- (d) 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 (d) 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.

ARTICLE NO. 6 No Strike – No Lockout

The Union agrees during the existence of this Agreement not to strike against, picket or boycott the Employer for any reason whatsoever, and to order its members to perform their obligations to the Employer hereunder and to use its best efforts to get the employees to perform such obligations. The Employer agrees not to engage in any lockout during the term of this Agreement.

The Employer will not discipline any 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.

No employee covered by this Agreement shall be required by the Employer to go through any picket line when there is actual and imminent danger of bodily harm to the employee.

ARTICLE NO. 7 Workweek, Workday and Schedules

- A) The regular workweek shall consist of either any four (4) days (with ten (10) hours straight time worked each day) or any five (5) days (with eight (8) hours straight time worked each day) out of any seven (7) days, Sunday through Saturday. The Employer has the right to change the workweek and/or payroll week (i.e. – to Saturday through Friday), upon thirty (30) days notice to the Union.

- B) An employee will be given either three (3) or 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. If split days off are required, the Union will be notified. 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 three (3) or two (2) consecutive days off requirement.
- C) The Employer will seek the input of the Department Foreperson(s) in formulating work schedules, where practicable. The Employer will endeavor to post weekly work schedules on the Wednesday of the prior workweek. The Employer will not utilize work schedules in a punitive manner regarding the assignment of work shifts or calls.
- D) An employee scheduled to work a sixth consecutive day in a separate or different workweek shall have the option to decline such an assignment.

ARTICLE NO. 8 Hours of Work and Premium Pay

- A) Hours worked in excess of eight (8) hours per day or forty (40) hours per week, shall be paid for at one and one-half (1 ½) 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 ½) 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 one workday of an employee's workweek shall be paid for at two (2) times the regular basic hourly rate.
- D) Hours worked in excess of fifty-five (55) hours in an employee's workweek shall be paid at two (2) times the regular basic hourly rate.
- E) Hours worked in excess of fourteen (14) hours in any one workday shall be paid for at two and one-half (2 ½) times the regular basic hourly rate.
- F) Overtime for the sixth consecutive day within a workweek shall be paid at the rate of one and one-half (1 ½) times for the first twelve (12) hours.
- G) Overtime for the seventh consecutive day within a workweek and/or holiday shall be paid at double time rate for the first fourteen (14) hours, then at two and one-half (2 ½) times for any hours worked over fourteen (14).
- H) Call-Back Pay: Rest periods following dismissal shall be ten (10) hours. Intervening time of less than four (4) hours between dismissal and call-back for work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the 'call-back' guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates. Call-back rate shall be paid at four (4) hours at time and one-half; and time and one half thereafter. If the employee gets called-back on a 6th or 7th day or Holiday then pay shall be at three (3) hours at double time; double time thereafter. The above "call-back" guarantees for the sixth or seventh day worked in an employee's workweek or holiday do not apply when employee reports to work on such days within the appropriate rest period following dismissal from work starting on the previous day. In such event, the "call-back" guarantee is the minimum call in hours as specified in the first sentence of this section H.
- I) A shift differential of ten percent (10%) shall be paid for all hours worked between 11:00 p.m. and 5:00 a.m.

- J) Where reasonable, the Employer shall evenly divide overtime work during the calendar year for each shift among employees within each classification only on such shift. Overtime will be offered to the person doing the job if overtime is needed to complete the job. Any other overtime will be given to the employee with the least overtime hours qualified to complete the job.
- K) There is no compounding of overtime pay. (E.g., if an employee works on a sixth day and the hours worked are over forty (40) for the week, the employee would be entitled to the highest rate of overtime pay, not overtime pay for the sixth day *plus* overtime pay for the hours over forty (40).)

ARTICLE NO. 9 Minimum Call

- A) An employee who works a schedule of five (5) days of eight (8) hours each, who is called to work or called back to work, shall receive a minimum of eight (8) hours' pay at the applicable hourly rate.
- B) An employee who works a schedule of four (4) days of ten (10) hours each, who is called to work, shall receive a minimum of ten (10) hours' pay at the applicable hourly rate and, if called back to work, shall receive a minimum of eight (8) hours' pay at the applicable hourly rate, with a guarantee of no less than forty (40) hours for the workweek.
- C) In the event that an employee who is called to work is not utilized at all, as a result of an act of God or an emergency beyond the control of the Employer (including but not limited to Stage 2 & 3 Power Alerts), the employee shall receive a minimum of four (4) hours' pay at the applicable hourly rate. In the event that an act of God or emergency beyond the control of the Employer occurs, the Employer will make every effort to contact employees scheduled to work prior to their start time.

ARTICLE NO.10 Seniority

- A) There shall be three (3) distinct categories for the purposes of seniority as follows:
 - Sound Video and
Electrical Maintenance
Heating, Ventilation, Air Conditioning and Refrigeration (HVACR)
- B) Persons employed in those categories named above, who have the requisite skills and abilities, shall be eligible to temporarily transfer to another category in lieu of layoff, after notification to the Union, provided there is an open position available.
- C) Employees on temporary transfer shall continue to accrue seniority only in their original category. During such temporary assignment, the employee will carry the hourly rate for the position to which he/she is temporarily assigned.
- (D) There shall be two Personnel Classifications for employees:
 - Regular Full-Time Employees: Hired for a Regular Full-Time position and having successfully passed the requisite probationary period of twelve-hundred (1200) hours in a rolling twelve (12) months. The employee shall be placed on the respective Seniority Roster on the date which such hours are obtained.
 - Temporary Employees: Hired for a temporary project(s) and having less than or eleven-hundred ninety-nine (1199) hours.
- E) Failure of an employee to complete the CSATF Passport Program is not a ground for termination of

employment, or removal from any applicable seniority roster, at USH. If an employee is removed from the Local 40 Industry Experience Roster due to their failure to complete the CSATF Passport Program, such removal shall not affect the employee's employment at USH.

ARTICLE NO. 11 Training

- A) If an employee, at the request of the Employer, elects to come in to work on his day off to attend a training seminar by an outside vendor, then that employee shall be paid a minimum of four (4) hours' straight time at his applicable rate of pay.
- B) The Employer will not unreasonably deny a request from any employee to take a class/course, provided the following:
 - 1. the class/course is job related;
 - 2. the employee first obtains approval from the Employer before registering for the class/course; and
 - 3. the employee completes/passes the class/course.
- C) The Employer will not unreasonably deny any employee's request for training on new technology or equipment being used at Universal Studios Hollywood.
- D) The Employer agrees to provide all necessary skills-training to interested employees, by seniority, who will then maintain the responsibility to pass along all necessary information. The Employer may decline to train an employee who has received a disciplinary action in the form of a final written warning or greater in the previous twelve (12) months.
- E) When the Employer adds or modifies a venue, the Employer will meet and confer with the Union in advance of the attraction becoming operational with respect to the training needs of the new or modified venue.
- F) In the case of an assignment for which multiple individuals are qualified, the most senior of the qualified employees will have the right to that assignment.

ARTICLE NO. 12 Foremen

The Employer shall assign one (1) Foreman in each workweek for each department, provided such Foremen maintain the ability to perform all duties of the employees whom they supervise. If there are eight (8) or more air conditioning employees, the Employer agrees to create an HVACR Foreman classification. The Employer further agrees to designate a Foreman in HVACR Construction area when there are at least five (5) or more HVACR Construction employees.

ARTICLE NO. 13 Gang Bosses

The Employer shall assign no less than two (2) Gang Bosses in each workday in the Sound/Video department, and shall assign no less than one (1) Gang Boss in each workday in the Electrical department and one (1) in HVACR departments. In addition, the Employer agrees to comply with the requirements of the Basic Agreement in designating a Gang Boss on jobs that require Gang Boss supervision.

ARTICLE NO. 14 Tool Allowance

Employees with two (2) or more years of service shall receive a non-taxable tool reimbursement as follows, provided the employee submits acceptable receipts for tool purchases. Employees in the Electrical/HVACR department shall receive

up to a maximum of \$400.00 reimbursement each year. Employees in the Sound/Video department shall receive up to a maximum of \$275.00 reimbursement each year.

The tool allowance or reimbursement is intended solely for the purchase and maintenance of tools required or necessary for employees to perform the duties of their respective job classifications at USH and may include work boots. Employees who receive the tool allowance are expected to have all necessary tools with them at work at all times.

ARTICLE NO. 15 Required Safety Boots

Employees assigned to work in designated areas that the Employer determines requires Safety Composite Work Boots shall be entitled to reimbursement for up to \$85.00 for the purchase of such Composite work boots. Commencing at the time of such requirement and every eighteen (18) months thereafter, the employee will be eligible for this reimbursement so long as such employee is assigned to work in designated areas as expressly required by the Employer.

ARTICLE NO. 16 Vacation Requests

Requests for vacation submitted to the Employer prior to May 15th of each year shall be assigned by seniority. Requests for vacation submitted after May 15th of each year shall be assigned based on the timeliness of the request, with the earlier requests being given preference. Employees shall submit a request to schedule their vacation no later than one (1) year following the date that such vacation pay was available.

Employees who do not submit vacation requests for all of their accrued vacation may be required by the Employer to take vacation at times designated by the Employer. The Employer and the Union will confer and agree on the date by which employees must submit vacation requests before the Employer may designate the time at which vacation must be taken.

Effective August 1, 2007, employees already eligible for six percent (6%) vacation pay under the Basic Agreement, and who have completed twenty (20) eligible years of service, shall receive an additional two percent (2%) vacation pay per year (up to a maximum of four (4) weeks per year). An "eligible year" for purposes of the increased vacation pay is defined as 150 shifts per calendar year.

ARTICLE NO. 17 Holiday Pay

- A) The Employer agrees to pay all regular employees (*i.e.*, employees with one (1) or more years of service) eight (8) hours of holiday pay for each holiday in the pay period that such holiday falls. In addition to the eight hours of holiday pay, employees that are required to work on a holiday shall receive double time for all hours worked on such day. If it is impossible for the Employer to pro-rate holiday pay for employees with less than one (1) year of service, then such employees shall receive 4.09% of their annual straight time earnings as holiday pay, to be paid in accordance with the provisions of the Basic Agreement.
- B) For employees on a 4-day/10-hour workweek where a recognized holiday falls on one of their scheduled workdays and the employees do not work the holiday, the Employer will pay ten (10) hours of holiday pay at straight time. In any holiday weeks where such employees work at least four (4) workdays, the employees will only receive eight (8) hours of holiday pay at straight time.
- C) The following shall be the recognized holidays and shall be observed on the day the holiday falls:
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Good Friday
 - Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

ARTICLE NO. 18 Personal Days / Sick Days/ Requested Time Off/ Jury Duty

- A) Current Full-time Employees shall receive three (3) personal days each calendar year of this Agreement.
- B) All employees shall receive two (2) sick days each calendar year of this Agreement, prorated based on their date of hire.
- C) New REGULAR hire Employees shall receive up to a maximum of three (3) paid personal days each calendar year of this Agreement, but pro-rated based on their hire date as a REGULAR employee.
- D) New TEMPORARY Hire Employees shall receive one (1) paid personal day after four hundred and eight (480) straight time hours worked, the second paid personal day after nine hundred sixty (960) straight time hours worked, the third paid personal day after 1200 straight time hours worked, up to a maximum of three (3) paid personal days in any calendar year of this Agreement.
- E) All personal days and sick days are paid at the Employee's straight time rate.
- F) Employees must schedule and take their three (3) personal days off during the calendar year unless impracticable for the employee and the Technical Services department. In the event an Employee does not use all of their personal days or sick days by December 31 of each calendar year, the Employer shall pay out the unused personal days (up to a maximum of 24 hours) and sick days by January 15th of the next calendar year. For example, if an employee has one unused personal day as of December 31, 2017, the Employer shall pay out the remainder of the unpaid hours by January 15, 2018. Employees on four-ten hour shifts will be paid ten hours to replace a scheduled shift claimed as a personal day. However, any unused personal days will be paid only up to the maximum of 24 hours. For example, if an employee on a 4/10 schedule takes 1 personal day, he/she will be paid 10 hours for that day in the regular pay period and will be paid out 14 hours on the following January 15th.
- G) Employees may use two (2) sick days and the three (3) personal days as additional sick days provided the employee complies with the advance notification requirements in the Attendance Policy. Management may require medical certification to approve sick pay.
- H) Employees will be permitted to utilize up to five (5) accrued vacation days each year as "requested time off" ("RTO") – with pay and without attendance points. The RTO must be scheduled in advance with Tech Services and will be granted on a first-come basis provided that Tech Services, in its sole discretion, can schedule the time off. Seniority will *not* be a factor in granting of RTO.
- I) All scheduled and approved personal days and RTOs will be paid in the pay period following the period in which the personal day or RTO was taken.
- J) Upon proof of jury duty service, the Employer will pay one (1) day of jury duty per year for an employee who is scheduled to work on the day called for jury duty service.

ARTICLE NO. 19 Calling Employees at Home

If Management calls, or gives direction to call, an employee at home to obtain technical or procedural information, the employee shall be entitled to two (2) hours' straight time pay for each occurrence, unless the call is a result of the

employee not properly documenting the information while at work. This shall not apply to call about employment-related issues (for example, scheduling, pay, etc.) and shall not apply to employees (including Gang Bosses and Foremen) calling one another without management permission. Text messages, emails, and other forms of two-way communication, if responded to by the employee, are considered "calls" for the purpose of this provision.

ARTICLE NO. 20 Subcontracting

The Employer shall not contract out to any individual, firm, partnership or corporation any work covered hereunder which, as a matter of Employer's historical custom and practice, has been performed by persons covered hereunder, which work would otherwise be performed by available, qualified personnel subject to this Agreement, without first engaging in a meaningful discussion with the Union (which may include, when practicable, a meeting at the Union's request) of the reasons for the subcontracting.

ARTICLE NO. 21 Discipline, Suspension, Discharge

- A) The Employer understands the value of progressive discipline and will endeavor to incorporate that procedure in its disciplinary policy. Therefore, as a guideline, the Employer will endeavor to adhere to the following progressive disciplinary procedure:
1. Verbal Warning(s)
 2. Written Warning(s)
 3. Suspension(s)
 4. Termination
- B) The above disciplinary procedure will only be used as a guideline. In certain situations, the discipline that is administered may be more or less severe, depending upon the individual circumstances.
- C) 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 thirty (30) day period shall cause the matter to be time-barred. In the case of a suspension, the employee shall serve the first day of the suspension no later than thirty (30) calendar days after the discipline is issued. These time limits may be extended by mutual agreement between the Employer and the Union.

ARTICLE NO. 22 Uniforms

USH will continue to provide between three (3) and five (5) uniforms and appropriate Personal Protection Equipment (PPE), to each employee, when required. The employees will be responsible for maintenance of their uniforms unless the employees desire for USH to continue to launder and maintain their uniforms. Because the employee has the option of maintaining their uniforms (and wearing their uniforms to and from work), USH has no obligation to continue to compensate employees for walking/changing time (even if the employee elects to have USH maintain their uniforms). However, USH will continue to give employees twelve (12) minutes at the end of their shift each day.

ARTICLE NO. 23 Grievance Procedure

In the event of any dispute between the Local 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, email 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 Local Union and Contract Services Administration Trust Fund (hereinafter "CSATF"). The representative of the Local 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, emailing 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 Local Union and CSATF. Failure of the aggrieved party to so serve such demand shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step Two. Such stipulation shall be made a part of the record. If such demand is so served, the grievance shall be brought before the Grievance Committee as soon as possible, but not later than twenty (20) working days following the receipt of such notice. The Grievance Committee shall consist of a designated Representative of the Local Union and a representative of CSATF.

The parties 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, or if the parties mutually agree to bypass Step Two, then either party may refer the grievance to an Arbitrator available ~~at all times~~ to decide all differences arising between the Employer and the Union as to interpretation, application or performance of any part of this Agreement.

It is understood and agreed that an Arbitrator is not vested with the power to change and/or modify this Agreement but only to interpret the Agreement. All fees and expenses connected with the selection of and services of the impartial Arbitrator shall be borne by the losing party. All other expenses encountered by the parties in preparation and presentation of their case shall be borne by the respective parties. If either party chooses to transcribe the hearing, and the other party does not consent, the first party shall provide the other with a copy of the transcript at no charge. If both parties agree to a transcript, the cost shall be shared equally.

The parties have established the following standing panel of individuals with recognized experience as professional labor arbitrators:

Anthony Miller
Mark Burstein
Fred Horowitz
Jonathan Monat
Ken Perea

The first time a demand is served for arbitration under this contract, Anthony Miller 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, and so on. 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 period.

No briefs shall be filed in any discipline case unless the arbitrator expresses a preference for briefs.

The arbitrator shall attempt to issue a written decision within thirty (30) days of the close of the hearing, but in no event later than sixty (60) days of the close of the hearing.

The impartial Arbitrator's decision shall be final and binding upon the parties.

This grievance and arbitration Article shall be the sole and exclusive means of resolving disputes regarding the interpretation or application of this Agreement between the Union (including all employees in the bargaining unit covered by this Agreement) and the Employer. A grievance that is not timely filed, or that is not timely appealed to the next step herein, or that is withdrawn, or that is determined by decision of the Step Two Grievance Committee (CSATF and Union representative) if appealed to that step, or that is determined by decision of the Arbitrator if appealed to that step, shall be deemed fully and finally resolved. Such resolution shall be final and binding on the Union, the Employer and all bargaining unit employees. Any grievance, however, may be withdrawn without prejudice as to an issue prior to an Arbitration decision, with the understanding that this sentence shall not operate to toll or waive time limits under this Agreement. Any grievance that is withdrawn may be re-filed as to its own merits if re-filed within the original time limits that applied to the withdrawn grievance.

Claims

Any claims or grievances not presented under Step One within sixty (60) 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 sixty (60) 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.

In General

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

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.

An arbitration award issued 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. 24 Labor Management Committee

A Labor Management committee, consisting of representatives from the Employer and the Union, shall meet at least twice per year, but will schedule quarterly or as needed in order to attempt to resolve any outstanding issues, problems, safety concerns and/or to discuss new venues and training needs. The committee shall have the ability to modify or add provisions to this Agreement if there is mutual agreement between the parties.

ARTICLE NO. 25 Payday

The regular payday shall be the Thursday of the week following the week during which the wages were earned, except during holiday weeks, when payday shall be Friday. Upon thirty (30) days' notice to the Union, the Employer may change the regular payday to the Friday of the week following the week during which the wages were earned, or any day earlier than such Friday.

ARTICLE NO. 26 Apprenticeship Program

USH will participate in the Union Apprenticeship Program.

ARTICLE NO. 27 Bereavement Leave

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

ARTICLE NO. 28 Working in Two or More Classifications

When an employee works in two (2) positions at USH under different union jurisdictions (or union and non-union), and if they select a position other than Local 40 Sound/Video & Electrical/HVACR ("Local 40") as their principal position, then the hours worked in the Local 40 position will count toward their principal position. If the employee is scheduled to work in a Local 40 position, but the employee is needed to work their principal position, then they shall be paid the higher of the rates. If the employee is not scheduled to work in a Local 40 position, but a shift on the Local 40 schedule comes up, and they are next on the Local 40 seniority roster, the employee shall be scheduled to work in a Local 40 position, unless they can't be replaced in their principal position. If an employee selects a non-Local 40 position as their principal position, all benefits shall come from the principal position, and not from the Local 40 position (*i.e.*, no "double dipping" on benefits).

ARTICLE NO. 29 Meal Periods and Penalties

- A) A meal period shall be not less than one-half (1/2) hour nor more than one (1) 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, unless the employee elects to waive such meal period.

- B) 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	\$10.00
Second one-half (1/2) hour meal delay or fraction thereof	\$12.50
Third and each succeeding one-half (1/2) hour meal delay or fraction thereof	\$15.00

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.

- C) An employee must give Management as much notice as possible (preferably one-half (1/2) hour) before going into meal penalty, in order to afford the Employer the opportunity to release the employee for a meal in a timely manner. The failure of an employee to provide advanced notice of a potential meal penalty may result in discipline and may result in being ineligible for the “Alternate” meal penalty set forth above, absent a reasonable explanation for the failure to provide notice as determined by the Employer.
- D) Should California law: (i) permit collective bargaining parties to negotiate different meal period hours; (ii) be revised to allow meals to be taken more than five (5) hours after commencement of work; or (iii) permit collective bargaining parties to negotiate different (or no) meal penalties, then this Article No. 26 shall be revised: (i) to reflect the longer meal period; (ii) to increase the time at which the first meal may be scheduled to equal the longer meal period; and (iii) to reflect the meal penalties set forth in subparagraph B (*i.e.* \$10, \$12.50, \$15). [For example, if California law provides for the first meal to be taken after five and one-half (5 ½) hours’ of commencement of work, Article No. 26 would provide that the first meal shall be taken no earlier than two and one-half (2 ½) hours and no later than five and one-half (5 ½) 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. 30 Employer’s 401(k) PLAN

Until such time as employees may participate in the NBCU CAP 401(k) Plan (“Plan”), the Employer agrees to continue to contribute to the current Supplemental Income 401(k) Plan at the same rate and manner as outlined in the 2013-2017 Agreement.

Effective ninety (90) days after ratification or as soon as practical, the Employer will cease participation into the Supplemental Income 401 (k) and replace it with the Employer’s NBCU CAP 401 (k) Plan to all employees covered by this Agreement on the same basis as all other participants in the Plan.

Currently, the Employer will match up to 3.5% of pre-tax and/or after-tax Roth 401 (k) contributions each pay period. The Employer provides 100% vested match on participant contributions, up to an employee’s eligible compensation (subject to IRS maximum compensation limits).

ARTICLE NO. 31 Health and Pension Plans

A) Individual Account Plan (IAP)

The Employer shall continue to contribute thirty and one half cents (\$0.3050) per hour worked to the IAP, which the Plan shall continue to divert to the health plan so long as such sum is diverted pursuant to the Basic Agreement.

Effective August 1, 2017, the Employer shall contribute, on behalf of each employee employed by the Employer, five percent (5%) of the scale regular basic hourly rate of pay for all hours worked or guaranteed during the period of August 1, 2017 to and including July 31, 2019. Effective August 1, 2019, the Employer shall contribute, on behalf of each employee employed by the Employer, six percent (6%) of the scale basic hourly rate of pay for all hours worked during the period of August 1, 2019 to and including July 31, 2020.

B) Pension Plan

The Employer has been making a contribution of \$1.8065 per hour worked to the Pension plan and will continue to make such contribution.

C) Health Plan

The Employer has been making a contribution (to the Active Employees Plan) of \$4.0450 per hour worked, and a contribution (to the Retired Employees Plan) \$0.3710 per our worked, and will continue to make such contributions.

D) Motion Picture Industry Pension and Health Plan Improvements and Contribution Rate Changes

If the employer contribution rate to the Motion Picture Industry Pension and Health Plans is changed directly or indirectly as a result of negotiations with the IATSE for a modification of or a successor agreement to the current Producer IATSE Basic Agreement to be in effect August 1, 2015 or thereafter, then the Employer shall make such corresponding changes as follows: if the employer contribution is increased up to fifty cents per hour (\$0.50/hour), the Employer will make such increased contribution and the Employer contribution to the 401(k) Plan, as set forth in Article 27, shall be reduced by the increased contribution amount up to a maximum of fifty cents per hour (\$0.50/hr); if the required increase to the employer contribution is greater than fifty cents per hour (\$0.50/hr), the Employer shall make such additional contribution without any further reduction to the 401(k) contribution.

ARTICLE NO. 32 Safety Committee

The Union and the Employer agree to establish a Safety Committee made up of union employee and management to discuss and address safety issues in conjunction with the Employer's safety programs. The Safety Committee may make recommendations to the Employer. The Employer will have the sole discretion and authority to make any policy or procedure changes.

ARTICLE NO. 33 Better Conditions

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided. Provided also, that the Employer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

The following, when individually negotiated pursuant to this Article, are subject to grievance and arbitration: wage rates, the number of minimum hours and travel. If such items are included in a better terms memo or contract, a copy thereof shall, upon request, be furnished to the Local Union. Such memo or contract shall conform, as a minimum, to the terms and conditions of this Agreement.

The following language shall be included in all better terms memos or contracts: "All provisions of this better terms memo (or contract) are subject to and must provide no less than the terms and conditions of the International Brotherhood of Electrical Workers, Local #40 Agreement."

Employer will notify the Union of the fact that it has executed any written contract or better terms memo with any person subject to this Agreement, and will certify that such contract or memo conforms; at least, to the terms and conditions of this Agreement and that an extra copy of such contract has been furnished to the employee.

No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered, in any manner, as a precedent for granting better conditions and terms than those herein provided to any other individuals or job.

WAGE SCHEDULE "A"

NEW HIRE RATE FOR SOUND/VIDEO,
ELECTRICAL, MAINTENANCE & AIR CONDITIONING

Effective August 1, 2017: \$33.00

- A) The New Hire wage rate shall apply to employees hired after August 1, 2017. New Hires shall be upgraded to the regular journeyman rates after completing the probationary period of 1200 hours of work. New Hires who take and pass the applicable proficiency exam will be upgraded to the regular journeyman rates after the later of 30 workdays or passing of the examination.

- B) It is understood and agreed that, under no circumstance shall any current employee's rate of pay be reduced by this Agreement.

WAGE SCHEDULE "B"

SOUND/VIDEO JOURNEYMAN RATES

CLASSIFICATION	8/1/17	8/1/18	8/1/19
Sound/Video/Computer Engineer Technician	\$44.69	\$45.81	\$46.96

All Gang Bosses to receive an additional \$3.00 per hour over the Sound/Video Journeyman rate.

All Foremen to receive an additional \$3.00 per hour over the Gang Boss rate.

It is understood and agreed that, under no circumstance shall any current employee's rate of pay be reduced by this Agreement.

WAGE SCHEDULE "C"

ELECTRICAL MAINTENANCE, AIR CONDITIONING AND REFRIGERATION JOURNEYMAN RATES

CLASSIFICATION	8/1/17	8/1/18	8/1/19
Electrical Maintenance & Air Conditioning/Refrigeration	\$44.29	\$45.40	\$46.54

**HVACR Certification Premium (working in capacity of Controls to be capped at three (3):
Mechanical* Certification \$1.00/hour
Controls Certification \$2.00/hour

*Acceptable certifications include, CIRO, NHTE, and State Certification for Mechanical

**All premium positions are selected at the discretion of the Employer

All Gang Bosses to receive an additional \$3.00 per hour over the Sound/Video Journeyman rate.

All Foremen to receive an additional \$3.00 per hour over the Gang Boss rate.

It is understood and agreed that, under no circumstance shall any current employee's rate of pay be reduced by this Agreement.

This Supplemental Agreement, effective this 1st day of August 2017, shall remain in full force and effect during the entire term of the Motion Picture Basic Agreement, to which it is a supplement.

FOR UNIVERSAL STUDIOS HOLLYWOOD



8/1/17

Eileen M. McNamara
Vice President, Labor Relations/Counsel

Date

FOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION #40:



8/26/2017

Marc Flynn
Business Manager/Financial Secretary

Date



ADDENDUM I
TO
AUGUST 1, 1997 SUPPLEMENTAL AGREEMENT
BY AND BETWEEN
UNIVERSAL STUDIOS HOLLYWOOD
AND
IBEW LOCAL UNION 40

It is hereby agreed and understood among and between the parties as follow:

1. The Employer shall advise all appropriate management officials and departments at Universal Studios Hollywood of the contractual obligations contained in the Agreement regarding "Scope of Work" and "Subcontracting" to foster compliance with such provisions and cooperation between the parties. The Union shall be permitted to review the correspondence to such departments and officials in advance of its release.
2. The Employer will endeavor to restructure the entertainment and plant services departments in order to integrate employees covered by this Agreement into the entertainment department, so such employees are available to perform work covered by this Agreement that is assigned by the entertainment department.
3. Once the Employer develops an integrated inventory system, the Employer will make a reasonable effort to locate all of its sound, video and computer equipment in one physical location.
4. Consistent with the Employer's current and past practice, work schedules (excluding the schedules of Foremen and Gang Bosses) will be provided on the basis of seniority except when, in the opinion of the Company, the skills and/or abilities of the individual(s) prevent such scheduling strictly by seniority.

