

UNIVERSAL STUDIOS HOLLYWOOD & IATSE LOCAL B192
2023 NEGOTIATIONS
TENTATIVE MEMORANDUM OF AGREEMENT – as of 9/29/2023

This Tentative Memorandum of Agreement is conditioned upon the recommendation of the IATSE Local B-192 bargaining committee, ratification by the membership on the first vote and no work stoppage.

ALL CHANGES SHALL BE EFFECTIVE THE 3RD SUNDAY AFTER NOTICE OF RATIFICATION, UNLESS PROVIDED OTHERWISE HEREIN

TERM OF AGREEMENT (ART 1)

3 years; 2/1/2023 – 1/31/2026

WAGES AND OTHER PAY ISSUES

WAGE SCHEDULES (ART 50)

Annual Increases

- **Effective the 3d Sunday after Notice of Ratification (“Effective Date”):** Employees shall receive rate increases as follows:
 - The greater of **twenty-three percent (23%) over their base rate of pay** as of July 1, 2023 for employees who worked 3000 “lifetime bargaining unit hours”¹ or more as of January 31, 2023, or the applicable 1000+ hours rate reflected in the wage table below.
 - 3000-hours requirement includes paid time off (*i.e.*, sick, vacation, bereavement, jury duty) that was used between 1/1/2022 and 12/31/2023 and all hours credited for union leave.
 - Employees who worked 1000 or more lifetime bargaining unit hours as of the end of the pay period immediately preceding the Effective Date, but worked fewer than 3000 lifetime bargaining unit hours as of 1/31/2023, shall have their base rates increased to the applicable rate reflected in the wage table below. **Minimum for 1000+ hours Class A Employees: \$20.00/hour.**
 - 1000+-hours requirement does not include used paid time off (*i.e.*, sick, vacation, bereavement, jury duty) or hours credited for union leave.
 - Employees who worked fewer than 1000 lifetime bargaining unit hours of the end of the pay period immediately preceding the Effective Date, or who were hired after the Effective Date, shall have their base rates increased to the applicable rate reflected in the wage table below. **Minimum for < 1000 hours Class A Employees: \$18.00/hour.**
 - Employees move to the applicable 1000+ rate the Sunday of the second pay period after working 1000 lifetime bargaining unit hours.
- **Effective 1/31/2025,** Employees shall receive rate increases as follows:
 - Employees who have worked either (1) 6,000 lifetime bargaining unit hours as of 1/31/2025 or (2) 1500 bargaining unit hours between 2/1/2024 and 1/31/2025, shall receive the greater of **seven percent (7%) increase** over their “New Base Rate”² or the applicable 6000 hours rate

¹ For the purposes of the wage increase hours thresholds, worked “lifetime bargaining unit hours” shall exclude hours worked prior to an event defined in Article 22(e), Seniority. As specified above, sometimes these thresholds include used paid time off and hours credited for union leave, and sometimes they do not.

² As used herein, the New Base Rate shall be the employee’s base rate in effect after the pay raises called for at the Effective Date; for Studio Guides, it shall include performance-based increases applied per Art. 50 as revised

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reflected in the wage table below. **Minimum for 6000+ hours Class A Employees effective 1/31/25-\$24.00/hour.**

- 6000-hours requirement includes used paid time off (*i.e.*, sick, vacation, bereavement, jury duty) that was used on or after 1/1/2022 and hours credited for union leave.
 - 1500-hours requirement includes used paid time off (*i.e.*, sick, vacation, bereavement, jury duty) and up to 40 hours of scheduled time off for union leave between 2/1/2024 and 1/31/2025.
 - Studio Guides – 1500 hours requirement is 1000 hours worked as a Studio Guide or VIP Guide.
- Employees who have worked 1000-5999 lifetime bargaining unit hours as of 1/31/2025, shall receive the greater of a **seven percent (7%) increase** over their New Base Rate or the applicable 1000-5999 rate reflected in the wage table below. **Minimum for 1000-5999 hours Class A Employees effective 1/31/25-\$23.00/hour.**
 - 1000-5999-hours requirement does not include used paid time off (*i.e.*, sick, vacation, bereavement, jury duty) or hours credited for union leave.
 - Employees who have worked fewer than 1000 lifetime bargaining unit hours as of 1/31/2025, or who were hired after 1/31/2025, shall receive the applicable < 1000 hours rate reflected in the wage table below. **Minimum for <1000 hours Class A Employees effective 1/31/25 - \$19.00/hour.**
 - Employees move to the applicable 1000-5999 hours rate the Sunday of the second pay period after working 1000 bargaining unit hours.

• **Wage Rate Table**

All employees shall be paid the minimum rates for each position as listed below as follows:

	CURRENT CBA		Min Wage Diff'	"Effective Date"		Effective 1/31/2025		
	Start	Tier 1		Start: 0-999 hours	1000+ hrs	Start: 0-999 hours	1000-5999 hours	6000+ hours
Class A	\$15.00	\$15.45		\$18.00	\$20.00	\$19.00	\$23.00	\$24.00
Central Vault Cashier	\$16.25	\$16.70	\$1.25	\$19.25	\$21.25	\$20.25	\$24.25	\$25.25
Hoser	\$17.00	\$17.45	\$2.00	\$20.00	\$22.00	\$21.00	\$25.00	\$26.00
Show Crew	\$16.00	\$16.45	\$1.00	\$19.00	\$21.00	\$20.00	\$24.00	\$25.00
Studio Guide - English	\$17.00	\$17.51	\$2.00	\$20.00	\$22.00	\$21.00	\$25.00	\$26.00
Studio Guide - Spanish	\$18.00	\$18.51	\$3.00	\$21.00	\$23.00	\$22.00	\$26.00	\$27.00
Studio Guide - Foreign	\$20.00	\$20.51	\$5.00	\$23.00	\$25.00	\$24.00	\$28.00	\$29.00
Guest Relations	\$19.50	\$20.09	\$4.50	\$22.50	\$24.50	\$23.50	\$27.50	\$28.50
Guest Svc/Will Call***	\$19.50	\$20.09	\$4.50	\$22.50	\$24.50	\$23.50	\$27.50	\$28.50
Wardrobe Alterations	\$17.00	\$17.45	\$2.00	\$20.00	\$22.00	\$21.00	\$25.00	\$26.00
Warehouse Clerk	\$18.00	\$18.54	\$3.00	\$21.00	\$23.00	\$22.00	\$26.00	\$27.00
Restroom Attendant	to match Hoser			\$20.00	\$22.00	\$21.00	\$25.00	\$26.00

herein.

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** Class A positions are as follows:

Admission Host	Attraction Host	Parking Lot Attendant
Park Services Attendant	Patio Host	Production Assistant
Retail Sales Clerk	Ride Operator	Show Control
Studio Tour Ambassador	Valet Runner	Wardrobe Attendant

Delete from current list – Ticket Seller, Guest Relations Call Center, Matron/Steward

- Seamstress renamed Wardrobe Alterations
- Guest Services/Will Call becomes a separate seniority roster and is no longer a Skills Premium per Article 60.
- Matron/Steward is renamed Restroom Attendant and is no longer a Skills Premium per Article 60. Employees on the Restroom Attendant roster will be assigned to restrooms consistent with their reported gender identity.

Retroactive Payment

Employees shall be paid a “Retroactive Payment”, in one payment no later than regular paycheck for the pay period ending 12/2/2023, as follows:

- Calculation methodology:
 - Step 1 –
 - Step 1 (a) – Determine “Eligible Hours”: All hours worked and all used paid time off from 1/31/2023 through and including the Saturday immediately preceding the “Effective Date” of the annual wage increases.
 - Step 1 (b) – Determine “Hourly Retro Differential”: Calculate the difference between the rate actually paid and the applicable rate to be effective in 2023 per the Company’s July 6th Comprehensive Package Proposal (see table below).
 - *Note: Some employees will have different Hourly Rate Differentials for different periods of time based on their then current base rate. For example,*
 - *Employees with fewer than 3000 hours and who have been paid the applicable County minimum wage will have different actual rates for the period of 1/31/2023 through 6/30/2023 from the actual rates from 7/1/2023 through the Saturday immediately preceding the Effective Date.*
 - *Employees who are eligible for the 15% increase and who have been paid the County minimum wage will have different actual rates and different new applicable rates (15% shall be applied to pre-7/1/2023 rates and then to 7/1/2023 rates for the respective periods).*
 - Step 1 (c) – Determine “Retro Amount” - Multiply the Eligible Hours (at the rate of 1x) by the applicable Hourly Retro Differential for the applicable periods of time.
 - Step 2 –
 - Step 2 (a) – Determine “Average Weekly Hours” - The Eligible Hours (Step 1(a)) shall be divided by the number of pay weeks during the calculating period to determine the

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employee's Average Weekly Hours.

- Step 2(b) – Determine the “Hourly Advance Differential”
 - For the period of the Effective Date through Jan 30, 2024 – Calculate the difference between applicable rate upon the Effective Date as set forth herein and the applicable rate in the Company's 7/6/23 Comprehensive Package Proposal (see table below) for the period of the Effective Date through 1/30/2024.
 - For the period of Jan 31, 2024, through Jan 30, 2025 - Calculate the difference between applicable rate upon the Effective Date as set forth herein and the applicable rate in the Company's 7/6/23 Comprehensive Package Proposal for the period of the 1/31/2024 through 1/30/2025 (see table below). *Note: For employees who are eligible for the 15% increase, there will be no differential during this period.*
- Step 2(c) – Determine the “Advance Amount” - Multiply the Average Weekly Hours Eligible (at the rate of 1x) by the applicable Hourly Advance Differential for the applicable periods of time.
 - Step 3 – Subtract the total in Step 2(c) (Advance Amount) from the total in Step 1(c) (Retro Amount). The difference shall be the amount of the Retroactive Payment. If the Step 2(c) total is greater than the Step 1(c) total, then no payment is due.
- Employees must be active on November 30, 2023, to be eligible for the Retroactive Payment.

WAGE TABLE IN USH JULY 6, 2023 PACKAGE PROPOSAL

	CURRENT CBA		Effective 1/31/2023*		Effective 1/31/2024		Effective 1/31/2025		
	Start	Tier 1	<1000 hrs	1000+ hrs	<1000 hrs	1000+ hrs	<1000 hrs	1000-5999 hrs	6000+ hours
Class A Positions**	\$15.00	\$15.45	\$17.25	\$18.00	\$18.00	\$19.00	\$19.00	\$23.00	\$24.00
Central Vault Cashier	\$16.25	\$16.70	\$18.50	\$19.25	\$19.25	\$20.25	\$20.25	\$24.25	\$25.25
Hoser	\$17.00	\$17.45	\$19.25	\$20.00	\$20.00	\$21.00	\$21.00	\$25.00	\$26.00
Show Crew	\$16.00	\$16.45	\$18.25	\$19.00	\$19.00	\$20.00	\$20.00	\$24.00	\$25.00
Studio Guide - English	\$17.00	\$17.51	\$19.25	\$20.00	\$20.00	\$21.00	\$21.00	\$25.00	\$26.00
Studio Guide - Spanish	\$18.00	\$18.51	\$20.25	\$21.00	\$21.00	\$22.00	\$22.00	\$26.00	\$27.00
Studio Guide - Foreign	\$20.00	\$20.51	\$22.25	\$23.00	\$23.00	\$24.00	\$24.00	\$28.00	\$29.00
Guest Relations	\$19.50	\$20.09	\$21.75	\$22.50	\$22.50	\$23.50	\$23.50	\$27.50	\$28.50
Guest Svc/Will Call***	\$19.50	\$20.09	\$21.75	\$22.50	\$22.50	\$23.50	\$23.50	\$27.50	\$28.50
Wardrobe Alterations***	\$17.00	\$17.45	\$19.25	\$20.00	\$20.00	\$21.00	\$21.00	\$25.00	\$26.00
Warehouse Clerk	\$18.00	\$18.54	\$20.25	\$21.00	\$21.00	\$22.00	\$22.00	\$26.00	\$27.00
Restroom Attendant ***	to match Hoser		\$19.25	\$20.00	\$20.00	\$21.00	\$21.00	\$25.00	\$26.00

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STUDIO GUIDE PERFORMANCE INCREASES (ART 50)

Revise as follows:

- In addition to the annual increases set forth above, Studio Guides are eligible for additional pay increases based on performance, effective July 15th of 2019, 2020, 2020 2024 and 2025, pursuant to the following guidelines:³
 - To be eligible, Studio Guides must have worked ~~as Studio Guides for one (1) year as of July 1st - 15th of the year in question~~ 750 hours as a Studio Guide and/or VIP Guide between June 1st of the prior year and May 31st of effective year. Used paid time off and hours credited for union service do not count toward this 750 hours requirement. The hours requirement will be pro-rated for employees who were on an approved leave of absence during the applicable period.
 - If an eligible Studio Guide does not receive an evaluation by July 1st, and if Management expects to be unable to complete an evaluation for that Guide, Management will notify the Union and discuss the circumstances and the parties will work together for a fair and appropriate resolution under the circumstances.
 - Increases shall range from a minimum of \$0.15/hour to a maximum of \$1.00/hour based on the employee's performance. At least ninety percent (90%) of the then current eligible employees will receive an increase of at least \$0.15/hr.
 - An employee's performance rating shall include tour performance and off-tour performance (for example, attendance, availability, teamwork, compliance with SOPs, etc). If the evaluation criteria change the Employer will solicit input from Studio Guides, through the Union, regarding evaluation criteria, format and process and will consider such input. The Employer shall retain the sole discretion and authority to determine and establish the evaluation criteria, format and process, as well as the evaluation of each employee, and such shall not be subject to the grievance procedure, with the exception of a claim of unlawful discrimination or a claim that the Employer did not comply with its established evaluation procedure. Further, the Employer will incorporate VIP Tours into the evaluation process, as appropriate for the business and the VIP and Studio Tour programs. ~~If a Studio Guide works 80% or more of their shifts at VIP in the year preceding the evaluation and is still on the VIP roster, that Studio Guide will be evaluated by VIP for the purpose of this increase.~~ If the evaluation criteria changes, the Employer will solicit input from the VIP Guides, through the Union, regarding the evaluation criteria, format and process, but will retain sole discretion with respect to the criteria, format and process and the evaluation of each employee, and how the VIP Tour component is weighted and used for performance increases.
- For 2023, the Company will apply these criteria for Studio Guide increases to be effective 12/15/2023, and the 750 hours criteria will be applied based on hours worked either from 6/1/2022 to 5/31/2023 or from 12/1/2022-11/30/2023, whichever meets the criteria required.

LEAD WAGE RATES (ART 50)

- Increase from \$2.25/hour to \$2.50/hour.
- If, during the term of this Agreement, the Company agrees to increase the UNITEHERE Local 11 lead premium to more than \$2.50/hour, the Company will apply such increase at the same time and in the same manner, to this Agreement.

SHOW CREW TRAINING (ART 52(c)(4))

Change 15% to \$2.50/hour.

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STATE/FEDERAL MANDATED MINIMUM WAGE INCREASES (ART 59)

Revise as follows:

There shall be no compounding or pyramiding or any state and/or federal mandated minimum wage increase (hereinafter “minimum wage rate”) with any of the wage increases set forth in this Agreement, except that if, during the term of this 2023-2026 Agreement, the minimum wage, applicable to all employees in LA County or the State of California, exceeds the Class A wage rates listed in the Wage Rate Table in Article 50, the Company will adjust the rates for the non-Class A positions in accordance with the Minimum Wage Differential reflected in the Wage Rate Table. There will be no adjustments to the rates based on hours worked in such a situation.

Side-letter re: LA County Hotel & Theme Park Minimum Wage Ordinance.

See attached Exhibit C.

SKILLS-PREMIUM POSITIONS (ART 54 & ART 60)

- Wardrobe Alterations – create skills premium for Custom Fabricating \$1/hour above Wardrobe Alterations rate. (ART 54)
- Wardrobe Attendant performing exclusively Wardrobe Alterations Work – Increase skills premium from \$1/hour to \$1.25/hour. (ART 54)
- Matron/Steward is moved to a separate roster and rate and delete from skills premium list. For 2023 annual increases, current employees shall receive the greater of the applicable start rate or the percentage increase over their current rate including the current \$2/hr skills premium. (ART 60)
- Show Crew Premiums (ART 60)
 - o Show Crew Handling Pyro: Increase from \$1.25/hr to \$2.00/hr
 - o Show Crew Pyro Safety: Increase from \$3.00/hr to \$4.00/hr

HOURS OF WORK & PREMIUM PAY (ART 25)

REST PERIOD (ART 25 (e))

Revise only the first paragraph as follows:

The rest period following dismissal shall be ten (10) hours. An employee receiving less than ten (10) hours off between assignments shall be paid that the premium rate of time and one-half (1.5x) for such shift, unless such assignment is the result of a *bona fide* schedule change. Subparagraph (j) *infra* shall not apply to this premium. This provision regarding compounding shall be implemented no sooner than three months after ratification and the Union shall not deny a reasonable extension of time to implement beyond three months.

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NIGHT PREMIUM (ART 25 (i))

Revise as follows:

For all hours worked between the hours of 11:00 p.m. and 5:00 a.m., all covered employees will receive an additional ten percent (10%) premium over and above their regular rate of pay. ~~Subparagraph (j) infra shall not apply to this night premium; for example, an employee who works more than 8 hours in a day where those hours occur between 11:00 p.m. and 5:00 a.m., shall be entitled to the overtime pay on their regular rate with the night premium. This provision regarding compounding shall be implemented no sooner than three months after ratification and the Union shall not deny a reasonable extension of time to implement beyond three months.~~

WORKING OUTSIDE OF CLASSIFICATION (ART 25 (l))

Revise to provide that:

Employees working outside of the jurisdiction of the bargaining unit shall be paid the rate the Company has established for the position to which the employee is assigned. No employee shall have their pay rate reduced for their current assignment.

OTHER TERMS & CONDITIONS

UNION ACCESS TO NEW HIRES (ART 5)

Revise as follows:

The Employer will permit an on-duty Shop Steward or Business Agent with the approval of the manager up to fifteen (15) minutes of paid time for the purpose of orientation of new employees within two (2) weeks of the commencement of employment. The Union will cooperate with supervisory personnel in this orientation process to ensure minimal operational disruption ~~and the Union further acknowledges that such access may not be accommodated based on operational need.~~

UNION DUES (ART 11)

Revise as follows:

The Employer agrees to a check-off for the payment of an amount equal to Union dues, application fees, and initiation fees, or, for objectors, an amount equal to representational fees at a reduced percentage for all of the above, as determined by the Union, and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorizations of such employees, 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 Union shall not collect as a payroll deduction union fees or dues until after thirty-one (31) days after the date of hire. The first (1st) month's dues, half the application fee, ~~and equally divisible installments of no less than twenty-five (25) dollars~~ of the full initiation fee as prescribed by the Union for all newly hired employees shall be deducted from the employee's first (1st) full paycheck following the thirty-first (31st) day after the date of hire. ~~The second (2nd) month's dues shall be deducted from the employee's first (1st) paycheck in the following calendar month, and so each month on after that.~~ The other half of the application fee, and an additional ~~twenty-five (25) dollars equally divisible installment~~ of the initiation fee, shall be

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deducted from the employee's second paycheck following the thirty-first (31st) day after the date of hire, and so on for successive paychecks after that, until the initiation fees are paid in full. ~~The remaining two quarters (2/4) balance of the initiation fee shall be deducted in two on quarter installments from the employee's next two paychecks.~~ If an employee has insufficient funds in any of the paychecks described here to make the specified contributions in a reasonable way, the Employer will, pursuant to its payroll practices and program, make smaller deductions, or defer all of some contributions to subsequent paychecks, or both, so long as such deferrals are reasonably fair and practicable.

All sums deducted from monthly dues and initiation fees shall be remitted to the Secretary-Treasurer of 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, initiation fees, application fees, or representational fees in accordance with the Constitution and By-Laws of the Union.

Note re effective date: In the event the foregoing changes require re-programming of the Company's systems to take effect, then it shall be effective as soon as practicable.

DISCIPLINE, SUSPENSION & DISCHARGE (ART 14)

Revise Art 14(e) re removal of discipline as follows:

- (e) ~~At the employee's request, a~~All disciplinary documents, excluding any level of discipline involving violations of the Employer's harassment and/or respectful workplace policies, and excluding any discipline resulting in suspension(s) or termination, ~~shall be considered stale and may not be used as the basis of progressive discipline imposed removed from the employee's file twelve (12) twenty-four (24) months after being issued unless there is a recurrence of the problem or a similar incident during the twelve (12) twenty-four (24) month period. The twenty-four (24) months shall be extended by any amount of time the employee was on a leave of absence during such period.~~

~~At the employee's request, the Employer shall not unreasonably deny the removal from the employee's file of disciplinary documents below the level of suspension involving violations of the Employer's harassment and/or respectful workplace policies, thirty-six (36) months after being issued unless there is a recurrence of the problem or a similar incident during the thirty six (36) month period.~~

~~Further, at the employee's request, the Employer shall not unreasonably deny the removal from the employee's file of disciplinary documents (other than harassment and/or respectful workplace policies as stated above) resulting in suspension(s) twenty four (24) months after being issued unless there is a recurrence of the problem or a similar incident during the twenty four (24) month period.~~

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PERSONNEL CLASSIFICATIONS (ART 17)

Revise to provide as follows:

- Regular Full- Time Criteria – *To be effective for February 2024 status check.*
 - Increase hours threshold to 832 hours.
 - Used paid time off (*i.e.*, sick, vacation, bereavement, jury duty) and up to 20 hours of scheduled time off for union leave shall count toward attaining and keeping status.
- Regular Part-Time Criteria *To be effective for February 2024 status check.*
 - Increase hours threshold to 520 hours.
 - Used paid time off (*i.e.*, sick, vacation, bereavement, jury duty) and up to 20 hours of scheduled time off for union leave shall count toward attaining and keeping status.
- Status shall take effect on the first day of the first full workweek in March and September following the Feb and Aug status checks. *To be effective for February 2024 status check.*
- Casual Availability – Add: Following the temporary or seasonal period, Casual employees must provide availability of 2 days/week, including 1 weekend day unless another arrangement is approved by Management, in writing. *To be effective the first month following notice of ratification.*

ON-CALL SHIFTS (ART 18)

Revise as follows:

(b) Available shifts will be filled at the time they become available, by job classification, from the on-call roster in order of seniority. Eligible Employees working for the Employer at the time of call shall be contacted through departmental procedures which may include the intended parties dispatch office and not the phone number provided. If an employee does not answer the phone or return the call promptly, the next most senior person on the on-call list at the time will be offered the shift. This practice will continue until all shifts are filled or the on-call roster is exhausted. The Employer shall use its best effort to notify Eligible Employees who are at work for the Employer and have no access to their phone at the time a shift becomes available.

DISMISSAL NOTICE (ART 21)

Revise as follows:

When the Employer closes an attraction **or eliminates a roster listed herein** (other than on a temporary basis, such as for refurbishment) and does not give an employee the option of transferring to another attraction or position with the Employer, such employee shall be entitled to the following notice and severance payments: . . .

Eligible Rosters:

Admissions Host
Attraction Host
Production Assistant
Restroom Attendant
Retail Sales Clerk
Retail – Carnival Games
Park Services Attendant
Parking Lot Attendant

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Patio Host
Ride Operator
Show Control
Valet Runner
Studio Tour Ambassador
Wardrobe Attendant
Central Vault Cashier
Hoser
Show Crew
Studio Guide – English
Studio Guide – Spanish
Studio Guide – Foreign
Wardrobe Alternations
Guest Relations
Guest Services/Will Call
Retail Warehouse

REST & MEAL PERIODS (ART 27)

Revise Art 27(b) as follows:

- (b) All employees shall be subject to the following schedule regarding meal breaks:
- (i) For shifts of five (5) hours or less: No meal period.
 - (ii) For shifts over five (5) but less than seven (7) hours, the meal period shall be taken no earlier than one (1) hour and no later than the end of the fifth (5th) hour after the employee commences work for the day. For shifts over five (5) but less than seven (7) hours, the Employer will make reasonable efforts to schedule the meal period to occur no earlier than two (2) hours after the employee commences work for the day.
 - (iii) For shifts of no more than six (6) hours, Management may approve, based on operational need, an employees' day-of request to be released without taking a meal, provided the employee has previously executed a meal waiver in accordance with applicable law.
 - (iv) For shifts of seven (7) hours or more, the **first** meal period shall be taken no earlier than two (2) hours and no later than the end of the fifth (5th) hour after the employee commences work for the day.
 - (v) For shifts of more than ten (10) hours, Employees shall be given a second meal period, which shall be taken no earlier than seven (7) hours and no later than the end of the tenth (10th) hour of work. Employees who work twelve hours or less may waive the second meal in accordance with applicable law. Notwithstanding any executed meal waiver, Employees may be scheduled meals breaks based on operational need.
 - (vi) The **first** ~~A~~ meal period is unpaid and shall be no less than forty-five (45) minutes in length. The **second and subsequent meals are unpaid and shall be no less than thirty (30) minutes in length.**

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SICK LEAVE (ART 28)

Revise as set forth in Exhibit A.

HOLIDAYS (ART 31)

Add Juneteenth to the list of recognized holidays.

BEREAVEMENT (Art 33)

Revise as follows:

- (a) In the case of a death in the immediate family, all Regular Full-Time Employees and Regular Part-Time Employees per Article 17, and all Casual employees with 1 year of service, who are otherwise scheduled to work shall be entitled to time off with straight time pay as follows:
- (1) ~~Full-Time Employees:~~ Three (3) consecutive scheduled work days. Employees required to travel outside the Southern California area to attend a funeral shall, upon request, be entitled to two (2) additional consecutive scheduled work days' leave with pay to assure proper travel time to attend the funeral.
 - (2) ~~Part-Time Employees: One (1) scheduled work day. Employees required to travel outside the Southern California Area to attend a funeral shall, upon request, be entitled to two (2) additional consecutive scheduled work days' leave with pay to assure proper travel time to attend the funeral.~~
- (b) For purposes of this Article, the "Southern California Area" shall be defined as including the following counties:
- Los Angeles, Riverside, San Bernardino, Orange, San Diego, Ventura, and Imperial.
- (c) 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.
- (d) "Immediate family" shall be limited to a father, mother, spouse, sister, brother, children, grandchildren, grandparents, parents-in-law, siblings-in-law, stepparents and stepchildren of the employee.
- (e) ~~The Employer may 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. The Employer may request documentation as a condition of granting a request for paid time off under this section.~~
- (f) If same sex marriage is prohibited by law in the future in California, then the Parties agree to revert to provision of coverage for a "spousal equivalent" as required by Employer benefits plans at such time.
- (g) ~~Casual Employees shall be entitled to the same leave of absence period as Part-Time employees without any monetary compensation.~~ The Employer shall reasonably accommodate requests from all employees, whether Full-Time, Part-Time or Casual, for a longer unpaid leave of absence for bereavement purposes.

UNIVERSAL STUDIOS HOLLYWOOD & IATSE LOCAL B192
2023 NEGOTIATIONS
TENTATIVE MEMORANDUM OF AGREEMENT – as of 9/29/2023

HEALTH INSURANCE BENEFITS (ART 34)

Revise subparagraph (b), 2d paragraph as follows (to be effective per the February 2024 status check)

(b) The Employer determines eligibility for the USH Plan at the same time it determines personnel classifications under Article 17(a), two times per year (in February and in August) **and all employees who meet the criteria to be Regular Full Time or Regular Part time per said provisions shall be eligible.** ~~In order to be eligible, Regular Full-Time Employees and Regular Part-Time Employees must work an average of twenty five (25) hours per week (total of 650 hours) over the course of the twenty-six (26) payroll weeks preceding the status check.~~ Except that Regular employees hired before July 17, 1994 must work a minimum of eighteen (18) hours per week in order to qualify for health insurance benefits as defined in Article 34 of the Agreement dated January 16, 1989 thru January 15, 1992.

...

SIDELETTER RE HEALTH INSURANCE BENEFITS (Art 34)

The health care premium sideletter shall be extended to expire with the expiration of this 2023-2026 Agreement.

BULLETIN BOARDS (ART 40)

Revise as follows:

The Employer shall provide a locked, glass-covered bulletin board in the wardrobe area **(or Team Member Central)** for the exclusive use of the Union for the posting of the following types of notices:

- (a) Notice of Union elections;
- (b) Notice of Union appointments and results of Union elections;
- (c) Notices of Union meetings; and
- (d) Such other notices as may be mutually agreed upon by the Union and the Employer.

~~In addition, the Employer and the Union shall share additional bulletin boards which are conspicuously placed in employee (non-guest) areas for the posting of notices of interest to the employees consistent with the above and such other information which will improve internal communications. The Employer will also provide locking boxes in all wardrobe areas.~~

RANDOM DRUG TESTING (ART 47)

Revise to provide that:

Effective 1/1/2024, all Valet Staff and Forklift Operators shall be added to the testing pool.

JURY DUTY (Art 48)

Revise to provide that:

All "Regular" employees per Art 17 are eligible for jury duty AND all Casual employees with 1 year of service are eligible for jury duty.

UNIVERSAL STUDIOS HOLLYWOOD & IATSE LOCAL B192
2023 NEGOTIATIONS
TENTATIVE MEMORANDUM OF AGREEMENT – as of 9/29/2023

NBCU CAP 401(k) PLAN (ART 49)

Revise as follows:

~~Until such time as employees can participate in the NBCU CAP 401k plan, the Employer will agree to continue to contribute an amount equal to three percent (3%) of the eligible employee's earnings for straight time hours worked into the IATSE Annuity Fund ("Fund").~~

~~Effective ninety (90) days from ratification or as soon as practical, t~~The Employer will ~~cease participation into the Fund 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.

Eligibility

You are eligible to enroll in the CAP if you are a Regular Full-Time or Regular Part-Time employee per Article 17. Casual employees may be eligible subject to the plan's criteria.

OPERATIONS PERSONNEL – STUDIO GUIDE (ART 54(i)(7))

Revise as follows:

A V.I.P. Studio Guide is a Studio Guide who has successfully completed V.I.P. Studio Guide Training. The minimum call for a V.I.P. Studio Guide assigned to and/or delivering a V.I.P. Tour, **or working in V.I.P. receptions area**, is eight (8) hours. The minimum call for a V.I.P. Studio Guide assigned to and/or performing the duties of "Front Gate Enhancement" or distribution of flyers is four (4) hours. A V.I.P. Studio Guide assigned to and/or performing any of these duties shall be paid the applicable V.I.P. rate.

ATTENDANCE POLICY (Art. 61)

- *Revise per Exhibit B (subject to conforming changes with respect to changes to pay time off provisions herein) which shall be effective no sooner than the first full pay period in January 2024.*
- All attendance points to be zero'd concurrent with the effective date of the revised attendance policy.
- Effective 3 weeks after ratification until the implementation of the attendance policy changes, the Company will issue attendance discipline as follows:
 - Company will apply warning schedule and will not issue suspensions.
 - Employees up for termination will be given ONE MORE CHANCE, except for employees who:
 - Are already on a better, term and condition
 - Have 30 or more points
 - Are still on probation

DUAL CLASSIFICATION (ART 63)

Revise as follows:

The Union and the Employer agree that employees covered by this Agreement may also hold other positions with the Employer, which are subject to different collective bargaining agreements with different bargaining representatives (i.e. – unions), subject to terms and conditions set forth in the ~~dual classification process side letter agreed to by the Parties~~ **Dual Classification Sideletter executed in 2009 and updated in 2011 by the Employer and IATES Local B-192, AGVA, LiUNA Local 724, and IBEW Local 40.**

UNIVERSAL STUDIOS HOLLYWOOD & IATSE LOCAL B192
2023 NEGOTIATIONS
TENTATIVE MEMORANDUM OF AGREEMENT – as of 9/29/2023

TUITION REIMBURSEMENT (NEW)

“Bargaining unit employees are eligible to participate in the Company's tuition reimbursement program available to other USH union employees, subject to the program requirements and criteria as determined by the Company.”

SIDELETTERS

- Renew Three Broomsticks.
- Renew Nintendo Restaurant Venue
- LA County Hotel & Theme Park Minimum Wage Ordinance (*See Exhibit C*)
- Tips (*See Exhibit D*)
- VIP Core Staff Criteria (*See Exhibit E*)

CLEAN UP

- Change “he/she” to “they”, “host/hostess” to “host”, “his/hers” to “theirs”, “himself/herself” to “themselves” and any other gender specific language to non-gender specific.
- Ensure accuracy of Article references throughout CBA.

SO AGREED:

DocuSigned by:

Melissa Vantrease

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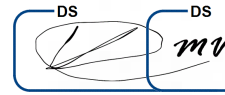
For Universal Studios Hollywood
Melissa Vantrease, Senior Vice President

DocuSigned by:

Kevin King

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For IATSE Local B-192
Kevin King, Business Agent



UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
REVISIONS TO ART 28 – SICK LEAVE – EXHIBIT A TO TENTATIVE AGREEMENT

ARTICLE 28 SICK LEAVE – Revise as follows.

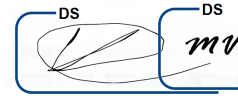
- (a) Effective January 1, 2024,¹ all covered employees shall accrue one (1) hour of sick leave for every twenty-three (23) hours worked on a calendar year basis, subject to the following caps: Regular Full-Time Employees and Regular Part-Time Employees, as defined in Article 17 herein, shall be eligible for and accrue sick leave benefits under the following formula:
 - (1) Regular Full-Time Employees, as defined in Article 17 herein, shall accrue up to a cap of nine (9) days (72 hours) per calendar year. -shall receive four (4) sick days two (2) times per year based on the semi-annual status check, which days shall be available for use on the first day of the month following the semi-annual status check (i.e., March 1 and September 1).
 - (2) Regular Part-Time Employees, as defined in Article 17 herein, shall accrue up to a cap of six (6) days (48 hours) per calendar year. -shall receive two (2) sick days two (2) times per year based on the semi-annual status check, which days shall be available for use on the first day of the month following the semi-annual status check (i.e., March 1 and September 1).
 - (3) Regular Full-Time and Regular Part-Time employees may carry over accrued but unused sick leave from year to year until January 31, 2026. There shall be no cap that such employees may use per year; however, sick days used in excess of the applicable annual accrual cap is limited to the reasons allowed under California law and must be supported by certification.
 - ~~(3)~~(4) Casual Employees and probationary employees may accrue up to a cap of forty-eight (48) hours per year and may use up to a maximum of twenty (24) hours per year (accrued hours in excess of 24 may be carried over to the following year only)are not eligible for sick days, under this Collective Bargaining Agreement, but may be eligible under CA Labor Code 246.
 - ~~(4)~~(5) Sick leave allotment for Regular Full Time and Regular Part Time employees shall be pro-rated in any instance where an employee was on a leave of absence during the accrual period. Employees who move up and down in status shall have their caps pro-rated.
- (b) In order to receive sick leave pay, eEmployees must notify the Employer of an absence not later than two (2) hours prior to their scheduled shift; failure to meet this requirement may result in points in accordance with the attendance policy whether or not the employee used sick pay for the absence. Employees who have advance notice of the need for time off are asked to provide the Company as much notice as possible. The Employer may request that an employee furnish a licensed medical practitioner's written statement. If an employee wants to apply sick leave payment to personal time off, then such employee must give the Employer seventy-two (72) hours' notice.

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¹ In March 2024 only, following the February 2024 status check per Article 17, employees who meet the criteria for Regular Full-Time or Regular Part Time status shall receive a one-time grant of sick days such that their combined accrual and grant meets the allotment provided in the 2019-2023 CBA (4 days for Regular Full Time and 2 days for Regular Part Time). After the one-time grant, such employees shall only receive additional sick hours when their accrued hours exceed the allotment provided.

Field Code Changed

UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
REVISIONS TO ART 28 – SICK LEAVE – EXHIBIT A TO TENTATIVE AGREEMENT



(c) Sick days shall be paid based on the scheduled hours for the day and shall be paid no later than the payday following the pay period in which the sick leave was claimed.

~~(d) Unused sick days from the first semester may be carried over to the second semester and used until February 28/29 of the following year. The Employer shall pay out one hundred percent (100%) of the unused sick days accrued under this Collective Bargaining Agreement, over the previous year, on or about March 15th of the following year, pursuant to the following formula:~~

~~(1) Regular Full-Time Employees shall receive eight (8) hours' pay per unused sick day.~~

~~(2) Regular Part-Time Employees shall receive pay based upon the average daily hours worked by the employees the previous calendar year, but not less than six (6) hours' pay per unused sick day.~~

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~~(e)(d)~~ Employees ~~who claim sick pay may not utilize paid sick leave~~ on holidays and holiday weekends ~~shall be required to, 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, except as prohibited by law. 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:

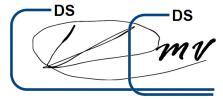
If the holiday falls on a Tuesday, the holiday weekend shall be the previous Saturday through that Tuesday. If the holiday falls on a Wednesday, only the day of the holiday will be considered the holiday weekend. If the holiday falls on a Thursday, the holiday weekend shall be Thursday through the following Sunday.

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~~(f)~~ (e) Any employee absent more than eight (8) days may be asked for a licensed medical practitioner's release prior to returning to work. Failure to supply such a release upon request may result in suspension or termination.

Field Code Changed

UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
ART 61 – REVISED ATTENDANCE POLICY - EXHIBIT B TO TENTATIVE AGREEMENT



ARTICLE 61 ATTENDANCE

We depend on our employees 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, unless circumstances are such that reporting timely was impossible (e.g., medical emergency; automobile accident, etc.). Employees may be absent from work as outlined in Article 28 Sick Leave.

- (a) **Unexcused absences:** If an employee is absent from work for a reason other than utilization of paid sick leave, or other approved leaves provided for in this Agreement or by law, such absence shall be considered an "unexcused absence" and in that event, the employee may incur discipline.
- (b) **No Call/No Show:** A "No Call/No Show (NC/NS)" shall be defined as an employee who does not call or report to work and shall be considered an unexcused absence, and in that event, the employee may incur discipline.
- (c) An absence is not considered "unexcused" if prior approval was granted by management, or an employee is utilizing FMLA, or other leaves provided for in the CBA or protected by State or Federal law. For example, Employees absent due to approved leave of absence, including leave of absence covered by the California Family Rights Act, The Family Medical Leave Act, and/or Pregnancy Disability Leave, the Healthy Workplaces, Healthy Families Act of 2014, 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) **Attendance Point Accrual:**

	Absences	Points
(i)	Employee is absent and uses available sick leave, in accordance with Article 28, to cover the entire absence and notifies the Employer of the absence at least two (2) hours before the start of the shift.	0
(ii)	Employee is absent and uses available sick leave, in accordance with Article 28, to cover the entire absence, does not notify the Employer of the absence at least two (2) hours before the start of the shift and does not provide verifiable explanation for failure to call on time.	1
(iii)	Employee is absent and does not use available sick leave or does not have available sick leave to cover the entire absence and notifies the Employer of the absence at least two (2) hours before the start of the shift.	1
(iv)	Employee is absent and does not use available sick leave or does not have available sick leave to cover the entire absence, does not notify the Employer of the absence at least two (2) hours before the start of the shift and does not provide verifiable explanation for failure to call on time. ¹	2
(v)	Employee is a No Call/No Show	8

¹ Reporting to work sick and going to Health Services does not preclude applicability of points under this section.

UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
ART 61 – REVISED ATTENDANCE POLICY - EXHIBIT B TO TENTATIVE AGREEMENT



II. TARDIES

Employees are expected to be at work and ready to work at the start of their scheduled shift. 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.

- (a) **Unexcused Tardies:** Unless the tardy falls within an exception described below, if an employee is tardy to work, it shall be considered an "unexcused tardy" and in that event, the employee may incur discipline.
- (b) In the event that there are public transportation failures, road closures, natural disasters, or traffic accidents that have caused extraordinary delay, the Employee will be responsible for communicating that to the Employer and providing verification, and in that event, the tardy shall not be considered as "unexcused."
- (c) **Pay when tardy:** Employees who report to work late shall be paid for time worked.
- (d) **Shift Replacement or Cancellation:** If an Employee has not reported to work within 30 minutes of the start of his/her shift, the Employer shall have the discretion to replace or cancel the shift at that time; however, if an employee calls before the 30 minutes has elapsed and indicates that they will not be more than one hour late from the original call time, the Employer will hold the shift until one hour after the start of the original call time. In either case, the tardy shall be considered "unexcused" unless the Employer excuses the tardy in its discretion and based on the circumstances.
- (e) **Attendance Point Accrual:**

	Tardies	Points
(i)	Tardy of less than six (6) minutes.	0
(ii)	Employee is late and reports to work six (6) to thirty (30) minutes after the scheduled shift start time.	1
(iii)	Employee is late and reports to work between 30 minutes to 1 hour after the scheduled shift start time.	2
(iv)	Employee is late and reports to work between 1 hour and 2 hours after the scheduled shift start time.	3
(v)	Employee is late and reports to work more than 2 hours after the call time and notified the Company that they were coming in to work.	4
(vi)	Employee is more than 2 hours late and did not notify the Company that they were coming in to work, will be treated as a NC/NS.	8

III. PROGRESSIVE DISCIPLINE FOR UNEXCUSED ABSENCES AND TARDIES

(a) **DISCIPLINARY ACTION SCHEDULE:**

(i)	Attendance Warning 1	4 points
(ii)	Attendance Warning 2	8 points
(iii)	Attendance Warning Final	12 points
(iv)	Termination	16 points

UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
ART 61 – REVISED ATTENDANCE POLICY - EXHIBIT B TO TENTATIVE AGREEMENT



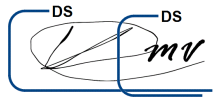
(b) OTHER PROVISIONS

- (i) Subtract 1 point from total points if the employee does not accumulate any points through the corresponding date of the next month, or if there is no corresponding date, then 30 days after the start date, and has worked at least 4 shifts during the month.
 - (ii) Employees who provide verifiable information that they were unable to comply with departmental notification procedures will not be subject to disciplinary action.
 - (iii) Employees absent due to approved leave of absence, funeral leave, military obligation, jury duty, child's school visitation, work incurred illness/injury will not be subject to disciplinary action, or any other legally protected leave of absence, upon compliance with Employer procedures for taking such time off.
 - (iv) Twice per calendar year, every employee will be allowed to aggregate up five (5) days of absence due to illness as one absence, provided the necessity for the absence is verified by a medical certificate.
 - (v) An employee who switches their shift pursuant to the Employer policy regarding replacement of shifts shall not receive any points.
 - (vi) Probationary employees who accumulate eight (8) points shall fail their probationary period and thus, shall be terminated absent extenuating circumstances. Nothing herein shall affect the employee's probationary status under Article 19 or the Employer's treatment of probationary employees pursuant to Article 19.
 - (vii) 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.
- (c) **Good Attendance Recognition:** The Employer recognizes the benefit of creating positive incentives for perfect attendance and will continue to work to develop programs for such incentives.

Revise Art 14(i) as follows:

For violation of the ~~Attendance and/or~~ Cash-Variance/Cash-Handling Policy~~ies~~ resulting in a final written warning or lesser discipline, the Employer may, but is not required to, convene disciplinary meetings for the issuance of such discipline. The Employer may choose, instead, to issue such discipline by hand-delivery or mail. [The "best practice" for the issuance of any type of discipline is still a meeting.] For violation of the Attendance Policy under Article 61, the Employer shall convene a disciplinary meeting for a Termination and shall also convene a disciplinary meeting for the issuance of at least one discipline level prior to Termination (a meeting for any level of discipline prior to termination shall be sufficient to comply with this requirement).

UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
SIDE LETTER RE LA COUNTY HOTEL & THEME PARK MINIMUM WAGE MOTION –
EXHIBIT C TO TENTATIVE AGREEMENT



Universal Studios Hollywood (“USH” or “the Company”) and IATSE Local B-192 (“B-192” or “the Union”) hereby agree that if the Los Angeles County Board of Supervisors passes a motion, ordinance, or law to increase the minimum wage specifically for hotel and amusement park workers in the unincorporated areas of Los Angeles County (hereinafter “LA County Theme Park Minimum Wage”) and, if, as a result, the 1000+ hours rate for the Class A positions in this Agreement is raised accordingly, and if, and only if, the Company agrees with another union to raise some or all wage rates for unit job classifications currently paid higher than minimum wage to address the impact of the LA County Theme Park Minimum Wage, and such agreement is reached as part of a successor collective bargaining agreement that is ratified before the passage of such LA County Theme Park Minimum Wage law, the Company will, at its option, agree to one of the four options set forth below.

Option 1: Apply the “Minimum Wage Differential” (per the Wage Table in Article 50 of the 2023-2026 collective bargaining agreement) to the non-Class A positions;

Option 2: Agree to a 3-month re-opener during which B-192 is limited to only a proposal to apply up to the “Minimum Wage Differential” (per the Wage Table in Article 50 of the 2023-2026 collective bargaining agreement) for the non-Class A positions and the Company is not limited by topic or scope with respect to any proposals it may choose to make, during the 3-month re-opener, the parties have all respective rights under the National Labor Relations Act in connection with a contract re-opener, including B-192’s right to strike. Should the Company elect this option, B-192 may elect not to re-open the contract, in which case, the Company will be deemed to have met its obligation under this side-letter;

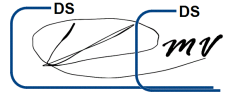
Option 3: Agree to interest-based Final Offer Arbitration (a.k.a. “baseball arbitration”) at which the Union may seek no more than the “Minimum Wage Differential” (per the Wage Table in Article 50 of the 2023-2026 collective bargaining agreement) for the non-Class A positions; OR

Option 4: Agree to interest-based arbitration during which time the Union may seek no more than the “Minimum Wage Differential” (per the Wage Table in Article 50 of the 2023-2026 collective bargaining agreement) for the non-Class A positions.

In the event the Los Angeles County Board of Supervisors passes such a motion, ordinance, or law, but the other pre-conditions for the selection of one of the above options is not met (*i.e.*, the Company does not reach an agreement with another union as set forth above), or if the Company elects Option 2 above and B-192 elects not to re-open the contract, the Company hereby agrees that, upon the written request of B-192, the Company will bargain with B-192 over the effects of the LA County Theme Park Minimum Wage on non-Class A positions.

This side-letter shall expire with the expiration date of the collective bargaining agreement (end of day on 1/31/2026) after which it shall have no force or effect whatsoever.

UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
SIDE LETTER RE TIPS – EXHIBIT D TO TENTATIVE AGREEMENT



During the course of negotiating a successor agreement to the 2019-2023 collective bargaining agreement between Universal Studios Hollywood (“the Company”) and IATSE Local B-192 (“B-192”), B-192 raised the issue of money being left as tips or given as tips for B-192-covered employees and not being distributed to them.

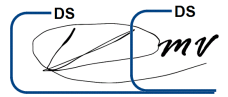
The Company advised that money found throughout the Park is not necessarily intended as tips for employees, that none of the classifications are tipped classifications, and further that employees are instructed not to accept tips.

Both parties also acknowledged that employees covered by the collective bargaining agreement between USH and UNITE HERE Local 11 (“Local 11”) may be the intended recipients of tips jointly with or separately from B-192 employees.

Thus, with each side reserving their respective positions and without waiving them, the parties have agreed to meet and bargain over the issue and to do so with the participation of Local 11 for those instances where employees represented by both unions are impacted.

The parties have agreed to cooperate to schedule sessions as soon as reasonably practicable.

UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
SIDE LETTER RE VIP CORE STAFF CRITERIA – *EXHIBIT E TO TENTATIVE AGREEMENT*



The parties agree to the following criteria and terms and conditions applicable to V.I.P. “Core” Status. This agreement shall expire with the expiration of the 2023-2026 collective bargaining agreement (end of 1/31/2026).

VIP Core Eligibility: To be considered for the Core Team, it is necessary for a Studio Guide on the VIP roster to meet the criteria below and request that their name be placed on the list for consideration, and their name shall remain on the list until such time as the Studio Guide removes their name from the list, is no longer on the VIP roster or they are selected for the Core Team.

Criteria to join the VIP Core Team:

- (1) Minimum of eighteen (18) months as a VIP Guide (18 months will be calculated from the roster-reviewing months of September and March each year)
- (2) No more than (5) attendance points within six (6) months of the pertinent roster review date.
- (3) Must have been available at least (4) shifts per week in the peak period preceding the roster review date.
- (4) Provided that these first (3) criteria are met, a VIP performance evaluation will be conducted and a score of “Strong” or higher must be achieved.
- (5) Management will select employees, among those who meet all of the above criteria, in its sole discretion, which shall not be arbitrary or capricious.

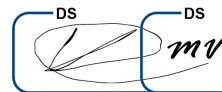
Requirements to Maintain VIP Core Team Status:

- (1) Once selected to the VIP Core Team, VIP Core Team members shall remain on the VIP Core Team provided they continue to meet the requirements set forth above.
- (2) A VIP Core Team Member who accrues more than (5) attendance points, is issued a Written Warning or higher, or receives a performance evaluation below a “Strong” rating, will be subject to immediate removal from the VIP Core Team.
- (3) Must provide an average of four (4) days of availability per week during the designated Peak Seasons, which shall be determined at the roster-review in the months of September and March.
- (4) Must work an average of four (4) days per week during the designated Peak Seasons, provided that the work is available, which shall be determined at the roster-review in the months of September and March. Paid vacation and sick leave will count as a worked shift.

Scheduling:

- (1) VIP Core Team Members shall receive scheduling priority over non-Core Studio Guides during Non-Peak Seasons.
- (2) VIP Core Team Members are generally scheduled based on bargaining unit seniority. Exceptions may be made for special requests or specific skills and abilities required for the event.
- (3) Last minute shifts (i.e., shifts within 24 hours) may be filled by a non-Core Studio Guide on the VIP roster.
- (4) VIP Core Team Members shall be eligible for the following positions:
 - (a) VIP Trainers & Mentors
 - (b) Celebrity & Dignitary Requests/Tours

UNIVERSAL STUDIOS HOLLYWOOD AND IATSE LOCAL B-192 - 2023 NEGOTIATIONS
SIDE LETTER RE VIP CORE STAFF CRITERIA – *EXHIBIT E TO TENTATIVE AGREEMENT*



- (c) Executive Visits/Tours
- (d) PR/Media Requests & On-Camera requests
- (e) Film Shoot Internal Requests

Compensation:

- (1) Performance-based increases per Article 50 will be based on VIP Guide Evaluation, rather than Studio Guide Evaluation.
- (2) VIP Core Team Members are eligible to receive a yearly bonus based on performance as determined by Management.
- (3) VIP Core Team Members shall be paid their VIP rate for vacation. Sick Leave, Jury Duty and Bereavement Pay shall be based on the scheduled shift.