

**2022 - 2026**

**SPECIAL EFFECTS TECHNICIANS**

**AGREEMENT BETWEEN**

**UNIVERSAL STUDIOS HOLLYWOOD**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 40**

**SPECIAL EFFECTS TECHNICIANS  
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UNIVERSAL STUDIOS HOLLYWOOD  
AND INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 40 THEREOF**

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## **PREAMBLE**

This Agreement is effective as of August 1, 2022, and is by and between Universal Studios Hollywood (hereinafter referred to as "the Employer" or "USH") and International Brotherhood of Electrical Workers, Local Union No. 40 (hereinafter referred to as the "Union").

### **ARTICLE NO. 1      Scope of Agreement**

This Agreement shall apply to the following classifications: Special Effects Technicians ("S.E.T."s) and Special Effects Trainees. The scope of work of such classifications is described in Article No. 58, "Duties and Division of Work".

### **ARTICLE NO. 2      Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative of all Special Effects Technicians and Special Effects Trainees employed by Employer at Universal Studios Hollywood, California. Special Effects Technicians shall be assigned to any performance of USH shows or special events involving S.E.T.-covered work occurring outside of Universal Studios Hollywood, California, whenever other USH bargaining unit employees are assigned to work a USH show or special event occurring within the United States. (For USH shows or special events occurring outside the United States, Employer will consider assigning an S.E.T.; the final determination of assignment is at the sole discretion of Employer.)

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

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

### **ARTICLE NO. 4      Shop Requirements**

- (a) All employees of the Employer subject to the provisions of this Agreement shall, as a condition of employment, be or become members of the Union on and after the thirtieth day following the first day of employment or the effective date of this Agreement, whichever is later.
- (b) The parties hereto agree that the above union security provision shall be interpreted and enforced in accordance with and subject to the provisions of the National Labor Relations Act, as amended in 1947, or subsequent amendment thereto, or any other applicable law. In case of repeal or amendment of the Labor Management Relations Act of 1947, or in case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then in such event, such provisions shall automatically be deemed substituted in lieu hereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Employer in the classifications covered by this Agreement and, if the Union fails to do so, the Employer may secure such employees from any source.

- (c) The Employer may employ or continue to employ any such employee who does not become or is not a member of the Union as above required under subparagraph (a) above, until: (1) the Union first gives the Employer written notice that such employee has not become or is not then a member of the Union as above required, because of such employee's failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership, as the case may be; and (2) such employee fails to tender to the Union such required periodic dues or initiation fees, as the case may be, within three (3) days after 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 such 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. 5      Management Rights**

The Management of the business of the Employer and the direction of its personnel, including the right to hire, discharge, and discipline for proper cause subject to the terms in the Agreement, are the exclusive responsibilities of the Employer. Employer shall be the exclusive judge of all matters pertaining to the operation of its facilities and scheduling of its working force and the methods, processes, means, and materials to be used.

The Employer reserves the right to enforce established rules and regulations now in effect and which it may issue, from time to time, not in conflict herewith. All of the functions, powers, and authority which the Employer has which are not specifically abridged, delegated, or modified by this Agreement will be recognized by the Union as being retained by the Employer.

The enumeration above of Management prerogatives shall not in any way be deemed to exclude other Management prerogatives not herein specifically enumerated. However, nothing contained in this section shall be in conflict with the terms and conditions set forth in this Agreement.

Managerial personnel shall not perform the function of any employee covered under this Agreement except for the purposes of orientation, training and/or evaluation, and then only on the conditions that: (1) managerial personnel are not to train or displace other employees through their performance of covered work; and (2) the performance of covered work by managerial personnel shall be pursuant to such managerial personnel's theatrical operator's license.

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

Wage scales, hours of employment and working conditions shall be set forth in the "Wage Scales, Hours of Employment and Working Conditions" herein.

**ARTICLE NO. 7      Better Conditions - Deal Memos - Personal Service Contracts**

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 language shall be included in all deal memos or personal service contracts: "All provisions of this deal memo (or personal service 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 personal service contract or deal memo with any person subject to this Agreement, and will certify that such personal service contract or deal 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 individual.

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

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

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

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

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

**Step Two** - If the grievance is not settled within five (5) working days following the invocation of Step One, the aggrieved party may proceed to Step Two, by delivering or mailing, within five (5) days thereafter, a written demand, which shall include a statement of the particulars of the

claim, upon the other party and upon the designated Representative of the Union and CSATF. Failure of the aggrieved party to so serve such demand shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step Two. Such stipulation shall be made a part of the record. If such demand is so served, the grievance shall be brought before the Grievance Committee as soon as possible, but not later than twenty (20) working days following the receipt of such notice. The Grievance Committee shall consist of a designated Representative of the Union and a representative of CSATF.

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

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

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

(a) **Expedited Arbitration**

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

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

In the alternative, the aggrieved party may proceed to regular arbitration by delivering or mailing to the other party a written demand for arbitration within ten (10) calendar days

following the close of Step Two, as above mentioned. Failure of the aggrieved party to so serve such a request and/or demand within the respective prescribed periods shall constitute a waiver of the claim.

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

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

During the term of the Agreement, the parties may mutually add the names of additional persons to the panel of neutral arbitrators to either supplement the panel or replace persons no longer available to serve.

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

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

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

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

Fees and expenses of the arbitrator shall be borne equally by the parties to the dispute. All other costs shall be borne by the party incurring the same.

The bills of the arbitrator, together with completed information form, shall be sent by the arbitrator to the Union and the Employer involved in the expedited arbitration, with copies



to CSATF. The information form shall be jointly prepared by the Chairman of the Basic Crafts and CSATF.

(b) **Regular Arbitration**

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

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

Mark Burstein  
Anthony Miller  
Jonathan Monat  
Ken Perea  
Lou Zigman

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

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

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

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

(c) **Claims**

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

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

(d) **In General**

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

(e) **Scheduling**

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

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

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

**ARTICLE NO. 10    Conflict with Laws**

In the event that any provisions of this Agreement relating to the amounts and payment of wages, other financial benefits or number of bargaining unit employment opportunities are affected by any legislation, decision of a court of competent jurisdiction or government regulation in such manner so that such wages, other financial benefits, or number of bargaining unit employment opportunities would be increased over or decreased under, the amount intended by the parties hereto at the time of the execution of this Agreement, then each of the parties hereto agree that upon written notice from the other party setting forth the provisions to be negotiated, they will renegotiate for modification of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or government regulation, as the case may be, and will provide, as nearly as possible, for the payment of wages, other financial benefits or number of bargaining unit employment opportunities in the amount intended by the parties hereto at the time of execution hereof.

If the parties are unable to arrive at an agreement within thirty (30) days after delivery of such notice, then such provisions in question shall be immediately submitted to an Arbitration Committee composed of one member designated by the Employer, one member by the Union and an Impartial Chairman to be selected by the other two members within ten (10) days following such thirty-day period provided above. The Arbitration Committee shall promptly proceed to hear and settle such matter. The authority of this Arbitration Committee shall be limited solely to determining the appropriate modification of such provisions so that the provisions will conform to such legislation, decision of a court of competent jurisdiction or

government regulation, as the case may be, and will provide, as nearly as possible, for the payment of wages, other financial benefits or number of bargaining unit employment opportunities in the amount intended by the parties at the time of execution of this Agreement.

**ARTICLE NO. 11 Term of Agreement**

The term of this Agreement shall be for four (4) years commencing on August 1, 2022 and terminating on July 31, 2026.

Either party may, by written notice (certified mail) to the other served on or before May 1, 2026, request renegotiation of the Agreement. Such notice shall set forth in detail the proposals or recommendations of the party serving said notice of request for renegotiation. If such notice is served, the parties agree to commence negotiations within thirty (30) days after May 1, 2026, concerning the proposals or recommendations set forth in such notice and to continue negotiations diligently and in good faith on such proposals or recommendations which are submitted in such negotiations.

**ARTICLE NO. 12 No Discrimination**

There shall be no discrimination against any employee by reason of race, creed, color, sex, age, national origin, religion, handicap, veteran status, sexual orientation, disability unrelated to the job, marital status or because of Union membership.

**ARTICLE NO. 13 Successorship**

This Agreement shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignment or the like shall succeed to, or become entitled to, a substantial part of the Theme Park business located in and limited to Los Angeles County, California.

**ARTICLE NO. 14 Preservation of Work**

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, where practicable, a meeting at the Union's request) of the reasons for the subcontracting. The Employer, as a matter of preservation of work for employees who have historically and traditionally performed work under the classifications set forth in the Agreement, agrees that as to bargaining unit work of a type which has not heretofore been subcontracted, the Employer will subcontract such bargaining unit work to any other person, corporation, joint venture, or entity only: (1) if the Employer first notifies the Union in writing of its intention to subcontract, and (2) the direct labor costs of the person, corporation, joint venture or entity who will perform such work under said subcontract are not less than the direct labor costs set forth in the Agreement; or (3) if the Employer lacks the requisite technology, facilities or equipment to perform the work. If the Employer lacks the necessary equipment for an event or show, such equipment being the type(s) used within the usual and customary scope of work of the CBA, and the Employer elects to rent or otherwise acquire such equipment from a third party, the Employer will first notify the Union of its intention

to subcontract as soon as practicable, and at the written request of the Union, the parties will meet and confer in good faith about the possibility of staffing SETs for the event or show. In order to effectively enforce the provisions of this Article, the Employer agrees that records in its possession or those to which the Employer has access pertaining to direct labor costs will be made available for inspection within twenty (20) days after a written request therefore by the Union.

**ARTICLE NO. 15     Charitable Contributions**

Deductions made by Employer from the employee's pay check for The Motion Picture and Television Fund and/or the Permanent Charities Committee shall be paid by the Employer to such institutions within two (2) weeks after such deductions are made from the pay check. The Union shall give the Employer notice of any such failure to pay the institution and if the Employer fails to make such required payment within seven (7) days after such notice, such failure shall be deemed to be a breach of this Agreement by such delinquent Employer.

**ARTICLE NO. 16     Contract Services Administration Trust Fund**

(a) Employer shall pay to the Industry Pension Plan through its Administrator, as agent for transmittal to the Contract Services Administration Trust Fund, the following:

For the period commencing August 1, 2000 to and including July 31, 2003, seven cents (7¢) per hour for each hour worked by or guaranteed an employee by such Employer on or after August 1, 2000.

The Producers have established a Contract Services Administration Trust Fund for the purpose of providing a Fund to be used for the administration of apprenticeship and other training programs within the motion picture industry; maintenance of appropriately classified and delineated seniority rosters within the motion picture industry, administration of safety programs and studies within the motion picture industry; administering and financing physical examinations in connection with any uniform industry retirement programs; and, generally, for the carrying on of similar such programs for the administration of other industry-wide services, studies or education. Such Trust Fund shall be administered by a Board of Trustees who shall be appointed by the Alliance of Motion Picture & Television Producers.

(b) CSATF shall provide Second Step grievance services.

(c) The money received by the Administrator of the Industry Pension Plan from such payments, as above provided, shall be kept separate and apart from any funds of the Industry Pension Plan and shall forthwith be paid to CSATF.

Such money so paid by Employer shall not constitute nor be deemed to be wages due to the individual employees nor shall said money so paid be in any manner liable for or subject to the debts, contracts, liabilities or torts of such employees.

(d) The parties agree that the Employer may elect to withdraw from CSATF and discontinue making contributions as set forth herein upon written notice to the Union. In such a case, the parties agree to eliminate Step Two from the grievance procedure in Article 9. Further, following the completion of one (1) year after the effective date of the change, the Employer will make a lump sum payment to each employee in an amount equal to the contributions that would have

been made during that time (seven cents (\$.07 cents per eligible hour), reduced by the amount required for taxes, FICA, and other similar employer payments.

**ARTICLE NO. 17    License Fee Reimbursement**

The Employer will pay for theatrical operator licenses for all employees covered by this Agreement who have worked at least twenty-five (25) shifts in the previous year, which shall include at least two (2) shifts per quarter. The Employer will work with employees who do not meet the shift requirement due to a personal leave of absence. In the event that the Employer requires an individual to use a license in addition to the theatrical operator license, the Employer will reimburse that individual for that class of license at the next renewal period, provided the individual is then employed by the Employer.

**ARTICLE NO. 18    No Strike - No Lockout**

The Union agrees during the existence of this Agreement, unless the Employer fails to comply with an arbitration award, not to strike against, including sympathy strikes, 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 unless the Union fails to comply with an arbitration award. However, the Employer's or Union's properly-served notice to the other party of its intention to attempt to set aside an arbitration award in a court of competent jurisdiction (including continuation through the appropriate appeals procedure) shall not constitute failure to comply with said award.

The Employer will not discipline any employee covered by this Agreement because of their 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 where there is actual and imminent danger of bodily harm to the employee.

**ARTICLE NO. 19    Employee Assistance Program for Drug and Alcohol Abuse**

The Employer endorses the concept of IBEW Local #40 for providing an employee assistance program for drug and alcohol abuse problems. Recognizing that such a program is best administered under the auspices of the Motion Picture Industry Health Plan, the Employer, in conjunction with IBEW Local #40, hereby recommends to the Board of Trustees of the Motion Picture Industry Health Plan that such an employee assistance program be added to the benefits provided by the Health Plan Trustees. The Employer and the Union agree that among the resources to be considered by the Health Plan Trustees in implementing this program is the existing program of the Motion Picture and Television Fund, Alcoholics Anonymous and Narcotics Anonymous.

An employee who has an alcohol or drug abuse problem which interferes with job performance or attendance will be disciplined in accordance with normal disciplinary procedures. In such cases, before an employee is discharged or disciplinary action is taken, the Employer will give advance notice to the Union and will meet or confer with such Union representative. As a part of those procedures or as an alternative thereto, such an employee may be referred to counseling through a qualified employee assistance program. Any employee who refuses to accept treatment through such a program or who is again disciplined or discharged pursuant to this

section by the Employer for unsatisfactory job performance or other misconduct arising out of or resulting from drug or alcohol abuse, shall not be entitled to have the second or subsequent disciplinary action(s) reviewed pursuant to the grievance and arbitration procedure. Notwithstanding the participation by any employee in an employee assistance program created pursuant to this Agreement, the Employer and IBEW Local #40 recognize that each employee is and remains responsible for their own satisfactory job performance.

## **ARTICLE NO. 20    Minimum Wage Scale**

### (a) Current Employees - Special Effects Technicians

All current employees shall be paid in accordance with the following schedule:

	<i>8/1/2021 for reference</i>	<i>Effective 8/1/2022</i>	<i>Effective 7/30/2023</i>	<i>Effective 7/28/2024</i>	<i>Effective 7/27/2025</i>
		3.5%	3.0%	3.0%	3.0%
<b><i>Bordeaux, John</i></b>	\$62.12	\$64.29	\$66.22	\$68.21	\$70.26
<b><i>Lehman, William</i></b>	\$54.90	\$56.82	\$58.52	\$60.28	\$62.09
<b><i>Harris, Stanley</i></b>	\$48.40	\$50.09	\$51.59	\$53.14	\$54.73
<b><i>Cloma, Rizal</i></b>	\$45.89	\$47.50	\$48.93	\$50.40	\$51.91
<b><i>Lintag, Manual</i></b>	\$44.09	\$45.63	\$47.00	\$48.41	\$49.86
<b><i>Dodge, Derek</i></b>	\$44.09	\$45.63	\$47.00	\$48.41	\$49.86
<b><i>Brown, William</i></b>	\$50.46	\$52.23	\$53.80	\$55.41	\$57.07
<b><i>Cole, Lee</i></b>	\$40.00	\$41.40	\$42.64	\$43.92	\$45.24
<b><i>Elias, Eric</i></b>	\$40.00	\$41.40	\$42.64	\$43.92	\$45.24
<b><i>Mack, Terry</i></b>	\$40.00	\$41.40	\$42.64	\$43.92	\$45.24
<b><i>Turner, Alan</i></b>	\$40.00	\$41.40	\$42.64	\$43.92	\$45.24

### (b) Scale Rate and New Hire Rate - Special Effects Technicians

With the sole exception of the employees listed above, the regular scale rate for Special Effects Technicians shall be as follows:

- Effective 8/1/2022 - \$41.40
- Effective 7/30/2023 - \$42.64
- Effective 7/28/2024 - \$43.92
- Effective 7/27/2025 - \$45.24

### (c) Special Effects Trainees

The classification of Special Effects Trainee and the appropriate wage rates for such classification shall be determined by mutual agreement of the parties at the first contract adjustment committee meeting to be held within ninety (90) days of the execution of this Agreement. Agreement on the Special Effects Trainee classification and the appropriate minimum wage rates shall be incorporated into the Agreement at that time.

- (d) Nothing in this Agreement shall prevent an individual from negotiating and obtaining from the Employer wages better than those herein provided. Employees covered by this Agreement who are paid at a wage rate higher than the minimum wage rates provided above shall not have his or her wage rate reduced by reason of this Agreement.
- (e) S.E.T.'s shall receive \$3.00 per pyro run for the use of their personal vehicles to make pyro run, fuel burn runs and Wizarding World Of Harry Potter Nighttime Light runs.
- (f) S.E.T's shall receive \$2.00/hr premium for when the S.E.T is providing training.

**ARTICLE NO. 21 Night Premiums**

A night premium of ten percent (10%) shall be paid for all hours worked between 1:00 a.m. and 5:00 a.m.

**ARTICLE NO. 22 Working in Two (2) or More classifications**

Employees covered by this agreement may also work in another position under the jurisdiction of a different union and/or collective bargaining agreement, in which case, the terms and conditions set forth in the various applicable collective bargaining agreements shall be enforced and administered pursuant the Dual Classification Side-letter and attached Policy and Procedure, dated 2009.

Notwithstanding anything to the contrary in the Dual Classification Side-letter, all employees working as SETs, whether primary or secondary, shall be placed on the SET seniority roster in order of the date they started working as an SET or the effective date of this Agreement, whichever is later.

Further, notwithstanding the Dual Classification Side-letter and its provisions, so long as Derek Dodge remains continuously employed as an SET and a Show Crew employee (covered by the agreement with Amusement Area Employees, IATSE Local B-192), he shall receive health and welfare benefits, personal days, and pension in accordance with this SET agreement and shall receive all other benefits and hire date pursuant to the B-192 agreement.

**ARTICLE NO. 23 Trainee Program**

The Employer and the Union agree to establish a Training Program for progression to the Special Effects Technician classification contained herein. Due to the unique nature of the Special Effects Technician Classification, such trainees will be required to complete a progressive training program designed to provide the trainees with a solid understanding of all aspects of the show operations. The trainees will be evaluated at the end of each progressive period as outlined below. The Special Effects Technicians shall have input into each evaluation. If it is determined by the Entertainment Department that the trainee is progressing satisfactorily, then the trainee shall progress to the wage rate increase for the next phase of the training period. The rates for the training period shall end at the 391 - 520 working day rate as defined herein. Such trainees shall remain at this rate of pay until such time as the trainee obtains their theatrical operator license, at which time the trainee shall progress to the Special Effects Technician rate contained in Article 21 (b).

If during any period of the training program, the trainee, in the opinion of the Entertainment Department, does not demonstrate the growth potential or the requisite skills required to become a Special Effects Technician, such trainees shall be dropped from the trainee program.

**ARTICLE NO. 24    Seniority**

- (a) The probationary period for all employees covered hereunder is forty-five (45) days worked in a covered classification.
- (b) Employer seniority shall be defined as the date of hire at Universal Studios Hollywood, including work in classifications not covered by this Agreement. Such seniority shall be used for all benefit calculations excluding wages.
- (c) Classification Seniority - all Special Effects Technicians shall be placed on the seniority roster based on their date of hire as a Special Effects Technician.
- (d) The Employer shall maintain a Seniority Roster and such roster shall be updated and provided to the Union upon ratification of this Agreement and on January 1 and July 31 in each year thereafter.
- (e) Work Assignments

1. Special Effects Technicians

Work schedules shall be posted weekly. The senior Special Effects Technician on the classification seniority roster will have the first pick of the schedule, the next senior, the next pick and so on. All calls for Special Effects Technicians shall be offered by seniority based on the employee's placement on the roster.

See Sideletter - B

2. Special Effects Trainees

Work assignments for Special Effects Trainees shall not result in any full-time Special Effects Technician or part-time Special Effects Technician covered by this Agreement to have any reduction in the number of work days assigned based upon the average work days assigned during the past 12 months. Work schedules for Special Effects Trainees shall be posted weekly. Special Effects Technicians that are part-time or on-call shall have first right of refusal based upon seniority for these trainee assignments before any trainees are assigned. Special Effects Technicians who request to work in such Special Effects Trainee assignments shall be paid at the highest Special Effects Trainee wage rate set forth in this Agreement. Special Effects Technicians accepting such assignments shall be scheduled to work as trainees. If, due to unusual circumstances, the employee is required to work on such days as a Special Effects Technician, then the employee shall be paid at their regular Special Effects Technician rate for the time worked in such higher classification. If the employee works for more than 50% of the work day as a Special Effects Technician, then the employee shall receive the higher rate for the entire work day.

- (f) The Employer and the Union recognize the importance of training and testing in the areas of proficiency for all classifications covered by this Agreement. The Pyro Council shall be involved in the development of all test(s). New hire S.E.T.'s and candidates will be given an examination pertaining to the pyrotechnic craft upon interview with



the Employer. Failure to achieve a minimum of an 80% score on the examination will result in the candidate not being considered for employment. Any person failing this initial test will not be eligible for retesting for six (6) months after the original test date. Special Effects Technician trainees shall be required to undergo a series of examinations and a review pertaining to both general pyrotechnic regulations and laws, as well as specific policies and procedures at Universal Studios Hollywood. Special Effects Technician trainees shall maintain an average score of 70% on all examinations, both written and oral, before being considered for final advancement to the position of S.E.T.

(g) Removal from Seniority Roster

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

1. Discharge or removal from S.E.T. position for cause.
2. Voluntary resignation: the Union shall be notified of the employee's action.
3. Laid off and not rehired under the terms and conditions of this Agreement within a period of nine (9) months.
4. An absence longer than one (1) year because of illness, provided the Union receives written notice before the employee is taken off the roster. Absence from work with the Employer of less than one (1) year due to bona fide illness shall not terminate seniority, but the burden of proving such illness shall be on the employee.
5. Retirement.
6. Death.
7. Refusal to accept work offered by the Employer during the Summer, Christmas/New Year's, and Spring Break Peak Periods, unless (a) the S.E.T. is currently employed elsewhere in the motion picture industry, or (b) for any other reason approved by the Employer in writing. The Employer will give good faith consideration to an employee request to work elsewhere in the entertainment industry during Peak Periods.
8. Unauthorized leave of absence.
9. Loss of Pyrotechnic Operator's License for a period of six (6) months. If an S.E.T. does not notify USH within twenty-four (24) hours of a suspended or revoked license, providing such suspension or revocation is not due to intentional or negligent acts on the part of USH, the S.E.T. will be removed from the roster until their license is reinstated. Within one hundred and twenty (120) days after removal from the roster, the S.E.T. must present proof of reinstatement of their license to USH or the S.E.T. will be terminated and permanently removed from the roster.

**ARTICLE NO. 25 Disciplinary Procedure**

(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.

The above procedure will only be used as a guideline. In certain circumstances, the discipline that is administered may be more or less severe depending upon the individual circumstances.

(b) During the probationary period, an employee may be discharged at the Employer's option for failure to perform, without recourse to the grievance procedure.

(c) At any disciplinary meeting, employees shall be entitled to have a Union Steward or Union Business Representative present.

(d) Before an employee is discharged or given a disciplinary suspension, the Employer shall notify a Union Business Representative before the employee's next shift. A telephone conversation or email shall suffice as notification.

(e) In the case of a discharge by the Employer for cause, the Employer will immediately notify the employee and Union and will reduce the cause for discharge into writing and mail or deliver to the employee, the Union and CSATF. In the event that the discharge is not protested in writing within ten (10) calendar days from receipt by the Union of notice, excluding Saturdays, Sundays, and holidays, the discharge shall be deemed to be for cause and shall not be subject to the Grievance Procedure hereunder or any other procedure. If such protest is made within such ten (10) day period, it shall immediately be submitted to Step One of the Grievance Procedure in Article 9. Either party may, within the time limit provided in Step One, elect to go through either (a) Step Two and Step Three of the Grievance Procedure, or (b) directly to expedited arbitration. The selection by either party of expedited arbitration shall prevail.

(f) An employee may appeal a disciplinary or discharge action in accordance with the provisions of the grievance procedure.

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

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

- (h) Discipline shall be imposed within thirty (30) calendar days of the date upon which the Employer knew of the event giving rise to the discipline. Failure of the Employer to impose discipline within the thirty (30) day time limit shall result in the disciplinary action being considered null and void.

**ARTICLE NO. 26 Minimum Call**

(a) Minimum Call Employees Other Than Trainees

Employees (other than Trainees) who are called to work shall receive a minimum eight (8) hours' pay at the applicable hourly rate. If an employee works a schedule of four (4) days, with ten (10) hours straight time each day, such employee who is called for work shall receive a minimum of ten (10) hours' pay at the applicable hourly rate. Employees who are called back to work on the same work day shall receive a minimum of eight (8) hours' pay at the applicable overtime rate.

All employees who are assigned to a USH show or special event occurring outside Universal Studios Hollywood, California, shall receive a minimum of six (6) hours' pay at the applicable hourly rate.

(b) Trainees

A trainee who is called to work shall receive a minimum of six (6) hours' pay at the applicable hourly rate. If the employee is required to work beyond their scheduled six (6) hour shift, he/she shall receive straight time for all hours worked up to eight (8) hours. A trainee who is called back to work on the same work day shall receive a minimum of six (6) hours' pay at the applicable overtime rate.

**ARTICLE NO. 27 Work Week and Schedules**

- (a) The workweek shall be defined as the period from 12:01 a.m., Sunday through 12:00 midnight, Saturday. The parties agree that the Employer may change the workweek and/or payroll week from 12:01 a.m., Saturday, through 12:00 midnight, Friday, upon thirty (30) days' notice to the Union. The 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, within the workweek as defined above. An employee will be given a minimum of two (2) consecutive days off during the work week as defined above; provided however, that split days off may be scheduled as the result of a bona fide schedule change or if the employee chooses to have non-consecutive days off. A day or days off at the end of any work week immediately followed by another day or days off at the beginning of the next work week shall satisfy the two (2) consecutive day requirement.
- (b) The Employer shall give employees covered by this Agreement twelve (12) hours' notice of any schedule changes, and forty-eight (48) hours' notice of any shift cancellation; and employees, except in cases of illness or personal emergency, will give notice to the Entertainment Supervisor twenty-four (24) hours prior to changing such employee's schedule.

In the event the Employer needs to cancel or change a shift with less than the timeframe set forth above, due to *force majeure*, the Employer will attempt to contact all scheduled employees and instruct them not to report to work. Those who are

contacted and instructed not to report to work shall not be paid. Those who are not contacted and report to work and then sent home, shall be paid a minimum of four (4) hours.

(c) Scheduling & Availability

- (1) Peak Periods: The Employer shall announce peak period dates 30 days in advance for the following peak seasons: Spring Break, Summer, HHN, Winter Break. During such peak periods, Employees are required to submit eight (8) days/month.
- (2) Non-Peak: Employees are scheduled for work weekly based on weekly availability. Upon written advance notice to the Union, Management may require that all employees provide at least four (4) days/month of availability.
- (3) Submitting Weekly Availability: Availability must be provided by noon on Monday the week before. Availability must be for the entire calendar day. If an Employee fails to submit availability by noon Monday the workweek before during peak and non-peak seasons, the Employee may be skipped on the roster for scheduling purposes. An Employee who has failed to submit availability as required for three consecutive months, will be removed from the seniority roster per Article 25(g), unless on approved vacation or leave of absence; in such a case, the Employer will provide advance warning to the Employee.
- (4) Proficiency: SETs are responsible for monthly proficiency shifts at each venue for which he/she has trained. Working one (1) day per month at a venue is considered remaining proficient. An SET may request from management to be scheduled a proficiency shift in order to comply with this requirement. If the SET does not maintain proficiency the Employer may skip that Employee on the roster for scheduling purposes and may be subject to discipline for failing to meet the proficiency requirements, unless previously approved by Management.

**ARTICLE NO. 28 Overtime Pay**

- (a) Hours worked in excess of eight (8) hours per day or forty (40) hours per work shall be paid for at one and one-half (1 1/2) times the regular basic hourly rate for employees who work a schedule of five (5) days, with eight (8) hours straight time assigned each day.
- (b) Hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid for at one and one-half (1 1/2) times the regular basic hourly rate for employees who work a schedule of four (4) days, with ten (10) hours straight time assigned each day.
- (c) Hours worked in excess of twelve (12) hours in any one work day of an employee's work week 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 work week shall be paid at two (2) times the regular basic hourly rate.
- (e) Hours worked in excess of fourteen (14) hours in any one work day shall be paid for at two and one-half (2 1/2) times the regular basic hourly rate.
- (f) Overtime for the sixth consecutive day in a work week shall be paid at the rate of one and one-half (1 1/2) times for the first twelve (12) hours.

- (g) Overtime for the seventh consecutive day in a work week and/or holiday shall be paid at the double time rate for the first fourteen (14) hours, then at two and one-half (2 1/2) times.
- (h) Night Premiums shall be included as part of the regular basic hourly rate when computing overtime.
- (i) 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. 29    Call Backs**

The rest period following dismissal shall be eight (8) 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) hours or more 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. Call back guarantee shall be the same as those provided in Article 27 "Minimum Call".

**ARTICLE NO. 30    Holidays**

- (a) Without limiting the Employer's right to require work on such days, the following days shall be recognized as paid holidays for all employees:
  - 1. New Year's Day
  - 2. Martin Luther King Jr. Birthday
  - 3. President's Day
  - 4. Memorial Day
  - 5. Juneteenth (*added 2023; Veteran's Day 2022 shall be paid as a holiday*)
  - 6. Independence Day
  - 7. Labor Day
  - 8. Thanksgiving Day
  - 9. Day After Thanksgiving
  - 10. Christmas Day
- (b) All employees shall receive 4.09% of his or her annual straight time earnings, including night premiums, up to a cap of ten (10) holidays (eighty (80) hours), as payment for holiday pay on or before March 15 of the year following the year in which the holiday pay was earned. In addition to the holiday pay, employees who are required to work on a holiday shall receive double time for all hours worked on such day.
- (c) If any of the above named holidays occurs during an employee's vacation, such holiday shall not be charged as vacation hours.
- (d) For employees who were hired on or before August 1, 2000, in addition to the holidays as provided above, such employees shall be entitled to take two (2) personal days off with pay each calendar year.

**ARTICLE NO. 31 Vacation**

(a) All employees shall receive a percentage of all straight time earnings, including night premiums, as vacation on or before March 15 of the year following in which vacation pay was earned, in accordance with the following schedule and following caps:

<u>Years of Service</u>	<u>Percentage of Vacation Pay</u>	<u>Cap on Number of Vacation Days/Pay</u>
1 - 5	4%	10
6 - 15	6%	15
16 or more	8%	20

- (b) Employees must actually take time off from work for paid vacations by dividing the employee's straight time earnings by the applicable number of days.
- (c) Vacation requests will, insofar as practical, be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employee having the greater seniority shall be given preference, with due consideration given to the timeliness of conflicting requests.

**ARTICLE NO. 32 Sick Leave**

All employees shall accrue eight (8) hours of paid sick leave for every 160 hours worked during the period of January 1 through December 31 of each calendar year, up to a maximum of eight (8) days (64 hours). Employees not utilizing their accrued sick leave by December 31 of each year shall receive a cash payment of one hundred percent (100%) of unused, accrued sick leave by January 31 of the following year.

**ARTICLE NO. 33 Reporting Location and Work Time**

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

The Employer reserves the right to change the increments of time by which employees are paid upon fifteen (15) days' notice to the union (for example, from six (6) minute increments to one (1) minute increments).

**ARTICLE NO. 34 Pay Day**

- (a) The regular pay day will be on Thursday. The Employer may change the regular pay day to another day with at least thirty (30) days' advance notice to the Union, but employees will never be paid fewer than on a weekly basis. When an employee is laid off and requests pay, they will be paid at time of lay off or their paycheck will be mailed within 24 hours, excluding Saturdays, Sundays, and holidays.
- (b) If due to the fault of the Employer, an employee does not receive wages or salary on a timely basis, the Employer shall, within 48 hours of being so notified by the employee, make payment of same to the employee.

**ARTICLE NO. 35    Meal Periods**

(a) A meal period shall be one-half (1/2) hour in length. An employee's first meal period shall be taken no earlier than two (2) hours and no later than five (5) hours after that employee commences work for the day; succeeding meal periods for that employee shall be taken no later than five (5) hours after the end of the preceding meal period. Employees who are unable to take their meal period within the timeframe set forth above, are required to notify the on-duty supervisor as soon as possible.

(b) The contractual meal penalty for delayed meals shall be computed as follows:

First one-half (1 1/2) hour meal delay or fraction thereof	\$10.00
Second one-half (1/2) hour meal delay or fraction thereof	\$12.00
Third and each succeeding one-half (1/2) hour meal delay or fraction thereof	\$15.00

In the event of a delayed or missed meal, the Employer shall pay the applicable contractual penalty or State meal penalty, whichever is greater.

(c) Should California law permit collective bargaining parties to negotiate different meal period hours, or should California law be revised to allow meals to be taken more than five (5) hours after commencement of work, then Article No. 36 shall be revised to reflect the longer meal period, as well as to increase the time at which the first meal may be scheduled to equal the longer meal period. [For example, if California law provides for the first meal to be taken after five and one-half (5 1/2) hours' of commencement of work, Article No. 36 would provide that the first meal shall be taken no earlier than two and one-half (2 1/2) hours and no later than five and one-half (5 1/2) 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. 36    Wardrobe**

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

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

(c) Examples of the types of "non-uniform" clothing that the employees must provide and maintain include denim jeans and shirts, chinos (including khakis), generic polo shirts,

sneakers, boots, T-shirts, button-down shirts (long or short-sleeved), all undergarments, and shorts.

See Sideletter C

**ARTICLE NO. 37    Theme Park Tickets & Industry Guests**

(a) Complimentary and discount Theme Park tickets shall be distributed per Company policy, subject to change.

(b) The Company will not unreasonably deny a request from a Special Effects Technician for an industry guest to view a show. In the event an employee provides less than forty-eight (48) hours' notice for an industry guest to view a show, and Management is unable to accommodate, lack of sufficient notice for Management to arrange a pass shall be deemed reasonable grounds to deny a request.

**ARTICLE No. 38    Parking**

One designated parking space at or near each venue shall be reserved for those Special Effects Technicians working such venue, so long as such parking is permitted by Federal, State, County, or City law, regulation or ordinance or until such time as the Employer requires the space for other business purpose. The Employer will notify SETs when and if the designated parking spaces are not available. SETs shall be authorized to park at Jurassic Parking garage year-round.

**ARTICLE NO. 39    Traveling Expenses and Accommodations**

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

(b) An employee who travels on a regularly scheduled work day shall receive his or her regular day's pay, plus travel expenses, including per diem.

(c) An employee who travels on a day off shall receive \$60 in travel pay, plus traveling expenses, including per diem.

**ARTICLE NO. 40    Earnings Reports**

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

**ARTICLE NO. 41    Access for Union Representatives**

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. Such Representative shall be permitted to visit any portion of the studio for the proper conduct



of the business of the Union during working hours. Such pass will permit driving the Representative's car into the studio, provided such is the custom and practice.

**ARTICLE NO. 42    Stewards**

The Business Representative of the Union may appoint two (2) Stewards to inspect all working conditions affecting the terms of this Agreement.

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

Notwithstanding the provisions for layoffs and recalls contained in this Agreement, such Steward shall not be laid off, or when on layoff, shall be the first to be rehired, so long as there is work available for them in their department; provided that: such Steward is willing to do, and is qualified physically and possesses the necessary ability and skill for, the particular work to be performed; such steward shall not have any such preference in layoff or rehire over the Department Head, if there is any in the unit, or over any employee classified and paid as the lead. Employer's right to discharge such Steward for cause shall not be limited in any manner by this provision.

Under this provision, only one (1) such Steward may be designated who will have such preference in layoff and rehire as provided above. This does not preclude the Union from appointing a second Steward but such employee shall not be considered, in any manner whatsoever, a Steward hereunder for the purposes of preference in layoff and rehire, as above provided. The Union shall notify Employer in advance of any such appointment.

Subject to the above provisions, where additional employees are working on a project in the studio on which such additional employees will then be on overtime, or when additional employees are working on a project in the studio on the sixth or seventh day in the Steward's work week or a holiday, Employer shall make a reasonable effort to offer such employment to such Steward where practical; provided, however, that such Steward is not then otherwise employed on another project which is not then completed and provided they have just completed their previous shift and are still on the studio premises.

A telephone shall be made reasonably available for the use by Stewards for official Union business.

**ARTICLE NO. 43    Rest Breaks**

Employer agrees to a rest break not to exceed fifteen (15) minutes for each four (4) hours worked, or major portion thereof, which shall be available, insofar as practicable, midway in the work period.

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

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

**ARTICLE NO. 44    Personal/Professional Leaves of Absence**

In view of the unique nature of the skills and abilities of the employees covered by this Agreement, the Employer agrees to cooperate as much as possible in granting the employees time off so that they may work in a motion picture, television or theatrical production. Motion picture, television and theatrical productions do not include other types of Theme Park-type venues, such as Magic Mountain, Disneyland, etc. In such cases, the employee shall submit a professional leave of absence request in writing to the department head and to the Director of Human Resources/Administration and Compensation for approval. An approved professional leave of absence shall not exceed one hundred twenty (120) days in duration. At the Employer's discretion, such leave may be extended to a maximum of six (6) months. During such approved absences, employees will not be demoted. Time off may be granted during peak operational periods (i.e., Easter, summer, Thanksgiving, Christmas) based on the operational requirements of the Employer.

An employee's request for a personal leave of absence, not to exceed four (4) months, will be given consideration by the Employer and the Employer will not unreasonably refuse to grant a personal leave of absence for good cause, provided the employee's services could be reasonably spared. All such personal leaves of absence shall be in writing. No such personal leave of absence will be extended beyond four (4) months, except for compelling reasons.

**ARTICLE NO. 45    Safety**

- (a) It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on the Employer to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, the Employer shall not require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, Employer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to his own actions and conduct; no person (Employer and employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including himself, in such employment or place of employment.
- (b) Rigid observance of safety regulations including compliance with federal, state and L.A. County laws and regulations required to maintain state pyrotechnic licenses must be adhered to, and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action. However, no employee shall be discharged or otherwise disciplined for refusing to violate any federal, state, or county law or regulation. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Employer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees.

**ARTICLE NO. 46    Annual Physical**

The Employer will pay for the annual exam to ensure compliance with SB-198 requirements.

**ARTICLE NO. 47     Special Effects Technicians Meetings**

Meetings with management shall be scheduled as needed. Attendance at such meetings may be mandatory on a quarterly basis (four (4) times per year). An employee who has a conflict with a mandatory meeting, must contact management and explain the conflict in advance. Failure to attend a mandatory meeting may result in discipline; the Employer may excuse the absence on a case-by-case basis depending on the circumstances and will give good faith consideration to employees with conflicts related to other employment. Employees not otherwise scheduled to work on such days shall be paid a minimum of two (2) hours' pay at their regular rate of pay. If attendance at a mandatory meeting results in an employee working more than eight (8) hours in a day or forty (40) in a week, such work time shall be paid at the applicable overtime rate; however, in such a case, meeting time paid but not worked is paid at straight time (for example, if an employee works for 8 hours and then attends a 1 hour mandatory meeting, the employee will be paid 9 hours at straight time and 1 hour at overtime). Attendance at voluntary meetings shall be paid at straight time in all cases.

**ARTICLE NO. 48     Employees in the Armed Services**

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Services, the Employer and the Union agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such employees to the jobs such employees held prior to their entry into the Armed Services.

The Employer and the Union agree that employees temporarily holding such jobs will be displaced by such returning employees.

**ARTICLE NO. 49     Jurisdictional Disputes**

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

**ARTICLE NO. 50     Bereavement Pay**

- (a) In the case of a death in the immediate family, employees otherwise scheduled to work shall be entitled to time off with straight time pay as follows: Three (3) consecutive scheduled work days. Employees required to travel outside California 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) Pay shall be calculated at an employee's then-current rate of pay, based upon the days and hours the employee would have been scheduled to work but for the death.
- (c) "Immediate family" shall be limited to a father, mother, spouse, spousal equivalent, sister, brother, children, grandchildren, grandparents, parents-in-law, siblings-in-law, stepparents and stepchildren of the employee. A "spousal equivalent" shall mean an adult of the same sex with whom an employee has chosen to share their life in an intimate and

committed relationship, resides with, and shares a mutual obligation of support for the basic necessities of life. Employees shall be required to prove spousal equivalent status, including filing of an Affidavit of Spousal Equivalency.

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.

#### **ARTICLE NO. 51    Severance Pay**

An employee employed by the Employer under this Agreement for one (1) or more years, and who has worked a minimum of 1000 hours in the previous twelve (12) months, whose employment is severed shall receive severance pay in accordance with the following schedule:

<u>Qualified Years of Service</u>	<u>Number of Weeks of Severance Pay</u>
1-2	1
3-4	2
5-8	3
9	4
10	5
11-12	6
13-14	7
15	8
16	9
17	10
18	11
19	12
20	13

The rate at which severance pay is payable shall be based on the employee's average earnings for the twelve (12) consecutive month period ending with the date of severance. A "qualified year" is a calendar year in which the employee worked at least 1,000 hours for the Employer.

In the event any severance is the result of a dismissal due to a voluntary resignation or a layoff as a result of strike, walk-out, labor dispute, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion or for any other cause beyond the control of the Employer, whether of the same or any other nature, the employee shall not be entitled to any severance pay. In the event any severance is the result of dismissal for cause, the employee so severed shall be disqualified from severance pay.

#### **ARTICLE NO. 52    Motion Picture Industry Health Plan**

- A. The Employer has been making a contribution (to the Active Employees Plan) of \$4.845 per hour worked, or guaranteed, whichever is greater, and a contribution (to the Retired

Employees Plan) of \$0.3710 per hour worked or guaranteed, whichever is greater, and will continue to make such contributions. Additionally, the parties agree that the \$0.3050 that the Employer contributes to the SDCPP per Article 54, which has been diverted to the Active Employees Health Plan, shall continue to be so diverted. Should the Motion Picture Industry Health Plan increase its employer contribution rates in a successor to the current Basic Agreement, the EMPLOYER agrees to make the adjustment at the same time, and on the same basis as the Basic Agreement between the Producer and IBEW, Local 40, Article 11 and 13 during the term of this Agreement.

- B. Effective March 24, 1996, employees covered by this Agreement shall be eligible to participate in the Motion Picture Industry Health Plan. The Employer shall execute all required trust documents and contribute the required contributions for all employees covered by this Agreement.

**ARTICLE NO. 53     Motion Picture Industry Pension Plan**

- A. The Employer has been making a contribution of \$1.8065 per hour worked or guaranteed, whichever is greater, to the Motion Picture Industry Pension Plan, and will continue to make such contribution. Should the Motion Picture Industry Pension Plan (the defined benefit plan) increase its employer contribution rates in a successor to the current Basic Agreement, the EMPLOYER agrees to make the adjustment at the same time, and on the same basis as the Basic Agreement between the Producer and IBEW, Local 40, Article 12 during the term of this Agreement.
- B. Effective March 24, 1996, employees covered by this Agreement shall be eligible to participate in the Motion Picture Industry Pension Plan. The Employer shall execute all required trust documents and contribute the required contributions for all employees covered by this Agreement.

Any improvements in the Motion Picture Industry Pension Plan shall be deemed adopted by the parties to this Agreement and shall apply to the employees covered under this Agreement.

**ARTICLE NO. 54     Supplementary Defined Contribution Pension Plan**

- (a) Effective March 24, 1996, employees covered by this Agreement shall be eligible to participate in the Supplementary Defined Contribution Pension Plan ("SDCPP"). The Employer shall execute all required trust documents and pay into the SDCPP the sum of thirty and five-tenths cents (30.5¢) for each hour worked by or guaranteed an employee by the Employer on or after August 1, 2003, under the terms of this Agreement, including "straight time" and overtime hours on any day worked. In addition to the contribution set forth above, the Employer shall contribute to the SDCPP, 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 effective August 1, 2018. The Employer shall continue to divert the thirty and one half cents (\$0.3050) per hour worked or guaranteed, whichever is greater, to the Motion Picture Active Health Plan.
- (b) The parties agree that by July 1<sup>st</sup> of each contract year, the Union may give notice of its desire to meet and discuss "trading" wage increases for increases to the SDCPP (or "IAP").

**ARTICLE NO. 55     Motion Picture Industry Health Plan - Retired Employees Fund**

With respect to the increased contributions to the Motion Picture Industry Retiree Health Plan recently adopted by the Trustees of such Plan - \$0.05/hour - the parties have agreed that,

effective August 1, 2006, USH shall increase the hourly retiree health contributions on behalf of the S.E.T.s by the \$0.05, and make a corresponding decrease (\$0.05/hour) in the wages (as already reflected in the wage rates set forth in Article 21) of the S.E.T.s. This shall result in a total hourly contribution of \$0.3710 to the retiree health plan.

Any improvements in the Motion Picture Industry Retiree Health Plan shall be deemed adopted by the parties to this agreement and shall apply to the employees covered under this Agreement. Any increase in contributions adopted by the Plan Trustees during the term of this Agreement shall not automatically apply to this Agreement, but shall be negotiated by the parties as to how such increases shall be handled.

**ARTICLE NO. 56 Duties and Division of Work**

The work described and defined below shall be performed by persons who are subject to the terms and conditions of this Agreement. Special Effects Technicians will perform the technical operation of all live pyrotechnic shows, including added shows and rehearsals which use pyrotechnic and/or mechanical or electrical mechanical elements (including light boards, efx equipment, sound equipment, and show control equipment) and any special events where pyrotechnic and/or mechanical or electrical mechanical elements are used. The Special Effects Technicians shall also be responsible for the direct, immediate and constant supervision of the Special Effects Trainees and the loader safety persons when working on pyrotechnic shows.

The Special Effects Technicians shall also be responsible for unloading incoming shipments of pyrotechnic devices and transporting pyrotechnic devices to and from the main storage area and the venues.

With respect to mechanical or electrical mechanical elements (including light boards, efx equipment, sound equipment and show control equipment), the parties agree and acknowledge that while Special Effects Technicians may perform such work, they do not have exclusive jurisdiction over such work.

When Employer adds, replaces or closes shows at its venues (including non-pyrotechnic shows), the Employer will meet and confer in good faith with the Union with respect to staffing, operations and/or closure of such shows.

**ARTICLE NO. 57 Contract Adjustment Committee**

A contract adjustment committee shall be established consisting of an equal number of representatives from the Employer and the Union to meet on an annual basis in an attempt to resolve any outstanding issues or problems. The committee shall also have the ability to modify or add provisions to this Agreement if there is mutual agreement between the parties.

**ARTICLE NO. 58 Jury Duty**

Upon proof of jury duty service, the Employer will pay up to five (5) days of jury duty for employees who are scheduled to work on the day called for jury duty service. Provided the employee notifies management by 7:30 p.m. the day before the scheduled shift. When an employee covered by this Agreement is summoned to Jury Duty and makes application to the Human Resources Department, the Company will furnish a letter to the appropriate entity informing them that Universal Studios Hollywood does not reimburse employees for absence from work for purpose of Jury Selection and/or Jury Service.

When an employee provides a *bona fide* document from a Court for jury service verification and time served, the Company shall credit the employee with hours for the jury duty service period for purposes of seniority, personnel classification, and benefits. The appropriate number of hours to be credited for jury service shall be based upon the average weekly hours worked by the

employee over the previous six (6) months. Under no circumstances shall an employee be entitled to payment for such jury duty service hours.

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

FOR UNIVERSAL STUDIOS HOLLYWOOD:

DocuSigned by:  
*Melissa Vantrease*  
By: \_\_\_\_\_  
854C1F4E93F8453  
Melissa Vantrease  
Senior Vice President Labor Relations

Date: Feb 9, 2023  
\_\_\_\_\_

FOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 40:

DocuSigned by:  
  
By: \_\_\_\_\_  
C37970DC52E7442  
Stephan Davis  
Business Manager

Date: Feb 10, 2023  
\_\_\_\_\_

## **SIDE LETTER - A**

### **Management Rights**

The parties agree that, in the interests of safety and show quality, whenever an employee is trained on a new venue involving pyrotechnics - whether the employee is a Special Effects Technician or a member of Management - the Company shall provide a technical run-through for the employee being trained before assigning the employee to run a show with an audience. The parties also agree that safety is the ultimate priority with respect to the handling and /or discharging of pyrotechnic devices; concern for the safety of all employees and guests must come before all else.

Universal Studios Hollywood

Agreed and Signed by the parties June 23, 2011



## **SIDE LETTER - B**

### **Work Assignments**

If the Employer decides to schedule the Special Effects Technicians, or if John Bordeaux declines to perform such function, the Company will maintain the current practice in which the SET provides one week availability by Monday at noon the workweek before and the Employer provides the first draft of the schedule by Wednesday at 5 p.m. SETs are expected to notify the Employer as soon as they become aware of scheduling and/or availability conflicts.

Universal Studios Hollywood

Agreed and signed by the parties June 23, 2011

## **SIDE LETTER - C**

### **Wardrobe**

The parties have agreed that the Company will provide a sufficient number of shirts to employees should the Company desire employees to wear other than generic clothing. If there are times when employees do not have a sufficient number of shirts in good condition, and the Company is unable to provide additional shirts, the employee may wear generic shirts of the same style and color, without logos and in presentable condition. Prior to wearing generic shirts, employees must first notify the Company that they do not have sufficient Company-provided shirts.

Universal Studios Hollywood

Agreed and signed by the parties June 23, 2011

## **SIDE LETTER - D**

### **Duties and Divisions of Work**

The parties have agreed that under special circumstances, licensed managerial personnel may handle pyrotechnic devices or assist an S.E.T. in the performance of pyrotechnic functions. Examples of those special circumstances include the following:

1. Inventory: while S.E.T.s perform the inventory functions, managerial personnel are responsible for checking and verifying pyrotechnic product/inventory;
2. New/Revised Show Development: managerial personnel may handle the placement of pyrotechnic devices during the development of new or revised show product, so long as an S.E.T. is present and concurs with such placement;
3. Emergencies: managerial personnel may perform all the duties of an S.E.T. in emergency situations such as acts of God, terrorist attacks, war, etc.

Universal Studios Hollywood

Agreed and signed by the parties June 23, 2011

## **SIDE LETTER - E**

### **SETs at Special Effects Stage Show and Bill & Ted's Show in Castle Theatre**

The parties agree that SETs shall be staffed at the Special Effects Stage show in the Castle Theatre & Bill & Teds in the Castle Theatre as follows:

If the show has pyrotechnic elements, SETs will be scheduled per the normal course and their normal rate of pay.

If the show does not have pyrotechnic elements or mechanical or electromechanical elements, then no SET will be assigned.

If the show does not have pyrotechnic elements, but does have mechanical or electromechanical elements, an SET listed below (currently employed as of May 1, 2013) will be scheduled pursuant to the following terms:

- i. SETs shall be paid 90% of their current rate of pay for working on the show, with a minimum payment of the current Stage Manager rate, except only in the case where pyrotechnical work is available and management has assigned them to work on the show instead, in which case the employee will be paid his/her regular rate of pay (this exception does not apply to being assigned to opening the show or in emergency coverage situations);
- ii. John Bordeaux and Bill Lehman will have the right to be assigned to work pyrotechnical shows first before being assigned to a non-pyrotechnical show, unless they choose to or unless there is no such work available or management determines there is a business need for them to be assigned at a particular show.
- iii. If, after training, an SET has not demonstrated the required skill or ability to perform the work required, as ultimately determined by the Vice President of Entertainment, or designee, that SET shall not be assigned to work on the new show.
- iv. USH is not obligated to hire or train new SETs (anyone not on the list below) to staff the show. If USH is unable to cover its staffing needs for the show in addition to its current shows for which SETs are assigned, USH may train and assign Stage Managers to do the work. A Stage Manager shall not be assigned the work before a skilled, able and available SET. In the event, at some point in the future, the SETs listed below and then current SMs are insufficient to cover the staffing needs for the show, before hiring new employees, USH will give good faith consideration to training any untrained SETs. If there is still insufficient staff and USH decides to hire new employees, USH will give good faith consideration to hiring new SETs as well as new SMs. USH's final decision about whether to train SETs not listed below and/or hire new SETs shall not be subject to the grievance and arbitration procedure.
- v. Current SETs that are eligible to be scheduled at SES/Bill & Teds
  - John Bordeaux
  - Bill Lehman
  - Stanley Harris
  - Rizal Cloma
  - Manual Lintag
  - Derek Dodge
  - William Brown
  - Lee Cole

Eric Elias  
Terry Mack  
Rebecca Timohovich

Nothing in this sideletter shall prevent the parties from re-negotiating all of these terms during regular contract negotiations.

Each party retains its position regarding the grievances and the jurisdiction of SETs in shows that do not contain pyrotechnic elements.

This resolution shall be non-precedential and non-citable except for the purpose of enforcing the terms of this agreement and shall not constitute a waiver of either party's position as to the merits of the grievances or the jurisdiction of SETs in shows that do not contain pyrotechnic elements.

Universal Studios Hollywood

Agreed and signed by the parties April 21, 2014

**SIDE LETTER**

Universal Studios Hollywood and IBEW Local 40  
RANDOM DRUG and ALCOHOL TESTING  
July 26, 2018

This side letter shall confirm the agreement reached between Universal Studios Hollywood ("USH" or "Employer") and IBEW Local 40 ("Union") regarding random drug and alcohol testing of employees working as Special Effects Technicians.

The Employer and the Union agree that safety is our first priority. As such, random drug and alcohol testing is important to ensure its workforce is safe, and proper deterrents are in place to help protect its employees and its Guests.

Consequently, the Union agrees to include employees assigned in Special Effects Technician roles in a USH Random Drug and Alcohol Testing program. The program will begin on the same basis as the Employer begins random drug and alcohol testing with employees represented by LiUNA Local 724. Such program will begin no sooner than August 1, 2020.

The Employer agrees to allow IBEW up to two (2) representatives to be invited to the discussions regarding the implementation of such program. The Special Effect Technicians shall be included in the population of employees tested under the USH Random Drug and Alcohol program.

This side letter was renewed for the 2022-2026 agreement and shall expire with the term of the current Collective Bargaining Agreement on July 31, 2026.

**FOR EMPLOYER:**

DocuSigned by:  
*Melissa Vantrease* Feb 9, 2023  
854C1F4E93F8453...  
Melissa Vantrease Date  
Senior Vice President Labor Relations  
Universal Studios Hollywood

**FOR UNION:**

DocuSigned by:  
*Stephan Davis* Feb 10, 2023  
C37970DC52F7442...  
Stephan Davis Date  
Business Manager  
IBEW Local 40

**SIDE LETTER**


Universal Studios Hollywood and IBEW Local 40 SETs  
Holidays – Article 30  
August 1, 2022

This side letter shall confirm the agreement reached between Universal Studios Hollywood (“USH” or “Employer”) and IBEW Local 40 (“Union”) regarding Article 30 - Holidays for Special Effects Technicians.

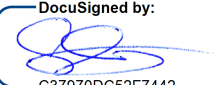
During negotiations for the 2022-2026 Agreement, the parties agreed to replace Veteran’s Day with Juneteenth as a recognized holiday effective 2023.

The parties further agreed that in the event the Company agrees to add Juneteenth to another union agreement that results in more than 10 holidays in that agreement, USH will add Veteran’s Day as an additional holiday in the IBEW Local 40 SET agreement.

FOR EMPLOYER:

DocuSigned by:  
 Feb 9, 2023  
854C1F4E93F8453...  
\_\_\_\_\_  
Melissa Vantrease                      Date  
Senior Vice President Labor Relations  
Universal Studios Hollywood

FOR UNION:

DocuSigned by:  
 Feb 10, 2023  
C37970DC62F7442...  
\_\_\_\_\_  
Stephan Davis                      Date  
Business Manager  
IBEW Local 40