

**2007-2011**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**UNIVERSAL STUDIOS, INC.**

**AND**

**STUDIO TRANSPORTATION DRIVERS,**

**TEAMSTERS LOCAL #399, IBT**

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**THIS AGREEMENT** made and entered into this 11<sup>th</sup> day of May, 2007, through and including the 10<sup>th</sup> day of May, 2011 by and between **UNIVERSAL STUDIOS HOLLYWOOD**, hereinafter referred to as the “EMPLOYER” and **STUDIO TRANSPORTATION DRIVERS, TEAMSTERS LOCAL UNION NO. 399**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the “UNION”. In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

## **ARTICLE 1**

### **SCOPE OF AGREEMENT.**

This agreement shall apply to the following classifications: Hyphenated Drivers, Body Person, Mechanic, Gang Boss Mechanic, Parts Person, Service Person, Dispatchers and Drivers employed to operate Tour Trams, Buses and/or other vehicles used to transport visitors, supplies or personnel. This Agreement shall also apply to any similar classification established by the EMPLOYER during the life of this Agreement.

## **ARTICLE 2**

### **RECOGNITION.**

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

## **ARTICLE 3**

### **SHOP REQUIREMENTS.**

#### **Section 3.1 - Union Security.**

The following requirements of UNION membership as a condition of employment shall be subject to the obligations of the parties hereto under the law.

- (A) Each and every employee subject to the Agreement hired by the EMPLOYER to perform services in the County of Los Angeles shall be and remain a member in good standing of the UNION on and after the twenty-fifth (25<sup>th</sup>) working day following at least five (5) days of training,

or the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, whichever is the later.

- (B) The parties hereto agree that the above union security provisions shall be interpreted and enforced in accordance with and subject to the provisions of the National Labor Relations Act, as amended in 1947, or subsequent amendments thereto, or any other applicable law. In case of repeal or amendment of the Labor Management Relations Act of 1947, or in case of new legislation rendering permissible any union security to the UNION greater than those specified in this subparagraph of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu thereof. 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 crafts and classifications covered by this Agreement, and if the UNION fails to do so, the EMPLOYER may secure such employees from any source, who shall become subject to the union security provisions of the Agreement.
  
- (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 required under subparagraph (a) above until:
  - (1) The UNION first gives the EMPLOYER a written notice that such then-employed employee has not become or is not then a member of the UNION as above required, because of such employee's failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership, as the case may be: and
  
  - (2) Such employee fails to tender to the UNION such required periodic dues or initiation fees, as the case may be, within three (3) days after the EMPLOYER receives such notice, in which event EMPLOYER, upon receipt of written notice by the UNION requesting the discharge of such employee due to non-membership, as herein provided, shall discharge said employee at the close of the shift on which such employee is working at the time EMPLOYER receives this notice.
  
- (D) EMPLOYER agrees to inform the UNION, in writing, within seven (7) days (Saturday, Sunday and Holidays excluded) from the first day of employment of any employee subject to this Agreement. The EMPLOYER shall not be deemed to be in default under this subsection (d) until the UNION has

notified the EMPLOYER in writing of a violation thereof, and the EMPLOYER has not within three (3) days, complied with such notice.

- (F) The UNION agrees that it shall indemnify and save the EMPLOYER harmless from and against all liability or damages awarded or assessed against the EMPLOYER by the National Labor Relations Board, or from and against any liability or damages awarded or assessed against the EMPLOYER by any court upon appeal from any action taken by the National Labor Relations Board when such liability or damages are sustained by reason of or arising from, or out, of: The discharge by the EMPLOYER of any employee subject to this Agreement for non-membership in the UNION, which discharge is based upon the written notification by the UNION to the EMPLOYER that such employee has not become or is not then a member of the UNION because of such employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the UNION, or because of such employee's failure or refusal to complete his membership.

### **Section 3.2 - Tram Garage Dues Checkoff.**

Upon receipt of a signed authorization of the employees involved, the EMPLOYER shall deduct from the paychecks of employees employed in the Tram Garage all dues and initiation fees payable by them to the UNION during the period provided for in said authorization. Deductions shall be made from the first paychecks of the employees after receipt of the authorization and monthly thereafter. Such deductions shall be remitted to the UNION no later than the tenth (10th) day of the month following the deductions. The EMPLOYER shall furnish the UNION, at least monthly, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction.

## **ARTICLE 4**

### **BETTER CONDITIONS.**

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

## **ARTICLE 5**

## **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.

## **ARTICLE 6**

### **GRIEVANCE AND ARBITRATION.**

In the event of any dispute between the UNION or any of the persons subject to this Agreement and the EMPLOYER with regard to wages, hours, or other conditions of employment under this Agreement, or with regard to the interpretation of this Agreement, the procedure, unless otherwise specifically provided herein, shall be as follows:

#### **Section 6.1 - Step One.**

The aggrieved party shall discuss the matter with his immediate supervisor. In the event the matter is not resolved, then within five (5) days thereafter, the aggrieved party shall reduce the grievance to writing and mail or deliver same to the other party and concurrently furnish a copy of such notice to the designated representative of the UNION. Such written notice shall contain the specific contract provisions and sections which are alleged to have been violated, a clear statement of the facts of the alleged violation, the name of grievance and the remedy that is being requested. Upon receipt of such written notice, the receiving party will be required to respond within ten (10) working days. The Shop Steward and the Department Head 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.

#### **Section 6.2 - Step Two.**

If the grievance is not settled in Step One within ten (10) days following the invocation of Step One, or if there is no Shop Steward, the aggrieved party may proceed to Step Two by delivering or mailing, within ten (10) days thereafter, a written demand, which shall include a statement of the particulars of the claim, upon the other party. Failure of the aggrieved party to so serve such demand shall constitute a waiver of the claim. Upon receipt of such written notice, but no later than ten (10) days after receipt of such written notice, the Business Representative of the UNION and the designated representative of the 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 the employees concerned.

### **Section 6.3 - Step Three.**

In the event the grievance is not settled in Step Two, or if the Business Representative of the UNION and the designated representative of the EMPLOYER fail to meet in Step Two, the aggrieved party may proceed to Step Three by delivering or mailing to the other party and Contract Services Administration Trust Fund (CSATF), within ten (10) days following the completion of Step Two or, if there is no meeting in Step Two, within ten (10) days after service of the demand in Step Two, a written request for Step Three proceedings. Unless either party objects to submission of the dispute to Step three as provided below, the dispute shall thereupon be submitted for resolution to a panel comprised of one (1) UNION representative and one (1) EMPLOYER representative. The UNION representative shall be the Secretary-Treasurer or his designee. The EMPLOYER representative shall be the AMPTP President or his designee. The UNION representative and the EMPLOYER designee shall each have one vote.

The grievance shall be heard by such EMPLOYER and UNION representatives at a mutually established time and place. The parties to the grievance shall be present and shall be responsible for the presentation of their own evidence at such time and place. Failure of either part 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 panel shall schedule the order of the grievances to be heard. The panel 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 (20) working days after the hearing commenced. The panel shall determine its own rules and procedures. The decision of the panel, if any, shall be final and binding upon the parties and the employees concerned.

If the aggrieved party objects to submission of the dispute to Step Three, then it may proceed immediately to expedited or regular arbitration, as provided below, within ten (10) working days of the completion of Step Two. If the responding party objects to submission of the dispute to Step Three, it shall notify the other party at least three (3) days prior to the Step Three hearing. The aggrieved party shall thereupon have the right to proceed to expedited or regular arbitration, as provided below, within ten (10) working days after receipt of such notice from the responding party.

### **Section 6.4 - Step Four.**

If no decision is rendered by the Step Three panel within the above-mentioned period, by failing to agree or otherwise, then the parties may proceed to expedited arbitration or regular arbitration as provided below. In addition, if either party has elected to bypass Step Three, the parties may proceed to regular or expedited arbitration as

provided below, but the time limits for doing so shall be as provided under “Step Three” above. The aggrieved party may elect to proceed to expedited arbitration in cases involving the discharge for cause of an employee subject to Paragraph 62 of the Basic Agreement within ten (10) working days following the completion of Step Three. The aggrieved party may also elect to proceed to expedited arbitration following Step Three 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 Three over disputes with regard only to the “Wage Scales, Hours of Employment and Working Conditions” provisions of this Agreement, subject to this ARTICLE 6, 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 mutual agreement of the parties.

If any aggrieved party decides to so proceed to expedited arbitration, that party must, within ten (10) working days after the close of Step Three as above mentioned, proceed by delivering or mailing to the other party and to CSATF 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 procedures 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 regular arbitration within ten (10) calendar days following the close of Step Three, 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.

In Scheduling any grievance in Step Three or Step Four, preference shall be given to any grievance involving the discharge of an employee, or a grievance involving the Industry Experience Roster.

### **Section 6.5 - Expedited Arbitration.**

Cases that are submitted to expedited arbitration shall be heard by an expedited arbitration panel within ten (10) working days after the other party receives the demand for expedited arbitration or within ten (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 shall forthwith appoint four (4) arbitrators and four

(4) alternates with recognized experience as professional labor arbitrators as members of the standing panel of neutral arbitrators.

From the panel of names of the neutral arbitrators, the arbitrators shall be assigned, in rotation, by CSATF to the cases as they arise. The parties to an expedited arbitration 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.

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

The parties will not file briefs or use a stenographic record, but may present a written statement of the facts. The Arbitrator shall have authority to rule on all motions and decide the case. The neutral arbitrator shall render a written decision within five (5) days from the conclusion of the hearing. The writing of an opinion will be at the discretion of the neutral arbitrator.

Hearings will be scheduled at CSATF 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 decision of the arbitrator shall be final and binding upon the parties and any employees concerned. The neutral arbitrator shall have the power to determine only the specific grievance or dispute and, where appropriate, award wage payments, adjustments or damages consistent with the Agreement, 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, except in cases involving the interpretation of the same contract language in the same contract between the EMPLOYER and the UNION, in an expedited arbitration shall be non-precidential and the arbitrator's 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 or UNION.

The bills of the arbitrator, together with a completed information form, shall be sent by the arbitrator to 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. The fees of the impartial arbitrator and the costs of the arbitration shall be borne by the losing party. The Arbitrator shall have the discretion to determine who is the “losing party”. All other costs and fees shall be borne by the party incurring same.

### **Section 6.6 - Regular Arbitration.**

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

If such demand is served for a regular arbitration, then the parties shall select a sole arbitrator to hear and determine the grievance either by:

- (A) mutual agreement of the parties; or
- (B) by lot, from the list of arbitrators, under the following procedures:

The name of the arbitrator shall be selected from the list of arbitrators obtained from the Federal Mediation and Conciliation Service (which the parties shall endeavor to maintain currently), within five (5) days of the receipt of such demand.

Such hearing shall be held within fourteen (14) days after the arbitrator is selected, at such time and place as the arbitrator shall determine. If the arbitrator so selected is unable or unwilling to undertake the arbitration within the time limit herein provided, another arbitrator shall be selected from such list. 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 employees 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, nor to determine jurisdictional disputes between the UNION and any other labor organization.

The 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. The fees and expenses of the arbitrator shall be borne by the losing party. The arbitrator shall have the discretion to determine who is the “losing party”. All other costs shall be borne by the party incurring the same.

### **Section 6.7 - Claims.**

The right to grieve pursuant to the provisions of this Agreement any claims for the payment of wages or severance pay, not presented under Step One within thirty (30) consecutive calendar days after the employee is entitled to such moneys, or after the employee or the UNION has had a reasonable opportunity to become aware of the occurrence, shall be deemed to be waived. The right to grieve pursuant to the provisions of this Agreement any claims for the payment of holiday or vacation pay shall be subject to the time limits established in the applicable provisions of this Agreement. Nothing in this paragraph shall be deemed to be a waiver of the provisions of Labor Code § 206.5.

Any other claim or grievance not presented under Step One, within:

- (A) thirty (30) calendar days after the occurrence of the subject matter of the grievance or:
- (B) thirty (30) calendar days after the employee or UNION has had a reasonable opportunity to become aware of the occurrence, shall be deemed to be waived.

For the purpose of this ARTICLE 6, “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.

**Section 6.8 - In General.**

An arbitration award issued in either expedited or regular arbitration proceedings or a final and binding award rendered in Step Three of the grievance procedure which required 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 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 (60) day period as a result of factors beyond the control of the EMPLOYER, then no interest shall accrue upon the sum(s) due.

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

## ARTICLE 7

### CONFLICT WITH THE LAWS, EFFECT OF VOID

#### PROVISIONS; NO STRIKE - NO LOCKOUT

##### **Section 7.1 - Conflict With Laws.**

In the event any provision of this Agreement relating to the amounts and payment of wages or other financial benefits is affected by any legislation, decision of a court of competent jurisdiction or governmental regulation in such manner so that such wages or other financial benefits would be increased over, or decreased under, the amount intended to be paid by the parties hereto at the time of the execution of this Agreement, then each of the parties hereto agrees 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 governmental regulation, as the case may be, and will provide, as nearly as possible, for payment of wages or other financial benefits in the amount intended to be paid by the parties hereto at the time of execution hereof.

##### **Section 7.2 - Arbitration Committee.**

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 designated by the UNION, and an Impartial Chairman. to be selected by such other two (2) members within ten (10) days following such thirty (30) day period provided above. This Arbitration Committee shall promptly proceed to hear and settle such matter.

##### **Section 7.3 - Authority of Arbitration Committee.**

The authority of this Arbitration Committee to decide shall be limited solely to determining the appropriate modifications of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, and will provide, as nearly as possible, for the payment of wages and other financial benefits in the amount intended to be paid by the parties at the time of execution of this Agreement.

#### **Section 7.4 - Modifications.**

The terms and conditions of such appropriate modifications, if any by the said Arbitration Committee, shall be effective and operative as of the date on which the provisions, so modified accordingly, were so affected by any such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, in such matter and to the extent as above described and provided. The amounts of payments of wages or other financial benefits contained in such appropriate modifications, if any made by such Arbitration Committee, shall be computed and paid thereunder retroactive to the effective date of such modifications. In the event that no such modifications can be made, as above provided, because of any legislation, decision of a court of competent jurisdiction or governmental regulation, the EMPLOYER, shall not be liable for any retroactive back pay adjustments, or any other penalty, if any such modification is thereafter permissible. The decision of the said Arbitration Committee shall be final and shall not be subject to the grievance and arbitration procedure in ARTICLE 6 above, but its authority to decide shall be limited to the issue and remedy herein provided. The above procedure and conditions shall be the exclusive remedy for determining any dispute arising under this ARTICLE 7.

Upon written notice by such Arbitration Committee to the respective parties hereto, the modification of such provisions as determined by said Arbitration Committee, as above provided, shall automatically become part of this Agreement. Fees and expenses of the Impartial Chairman shall be borne equally by the UNION and the EMPLOYER.

#### **Section 7.5 - Effect of Void Provisions.**

Should any portion of any provision of this Agreement be declared unlawful by any agency or tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

#### **Section 7.6 - No Strike - No Lockout.**

(A) The UNION agrees during the existence of this Agreement, unless the EMPLOYER fails to comply with an arbitration award, not to strike against, picket or boycott the EMPLOYER for any reason whatsoever and to order its members to perform their obligations to the EMPLOYER hereunder and to use its best efforts to get the employees to perform such obligations.

(B) 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.

(C) The EMPLOYER will not discipline any employee covered by this Agreement because of his or her refusal as an individual to cross a picket line, providing that such picket line has been sanctioned by the Joint Council of Teamsters, No. 42. No employee covered by this Agreement shall be required by the EMPLOYER to go through any picket line when there is actual and imminent danger of bodily harm to the employee.

## **ARTICLE 8**

### **HEALTH AND WELFARE FUND.**

The provisions of the Basic Agreement, Article 11, as the same may be amended from time to time, are incorporated by reference herein, except that, with respect to increases in the Motion Picture Industry Health Plan during the life of this Agreement, in the event that any Union participating in the Motion Picture Industry Health Plan negotiates any increase in contributions in excess of \$1.6950 (for active medical, dental and vision) and \$0.3710 (for retiree medical, dental and vision) which takes effect during the life of this Agreement, upon written request of the UNION, the EMPLOYER shall make the increased contribution and shall offset the increase by deducting 90% of the amount of the increase from the hourly wages rates set forth in Schedule A.

## **ARTICLE 9**

### **PENSION PLANS.**

#### **Section 9.1 - Pension Plans (General).**

The provisions of the Basic Agreement, ARTICLE 12, including the Individual Account Plan (ARTICLE 12A), as the same may be amended from time to time, are incorporated by reference herein except as hereinafter provided.

#### **Section 9.2 - Defined Benefit Pension Plan.**

Notwithstanding anything to the contrary concerning the hourly contributions to the Motion Picture Industry Pension Plan (the defined benefit plan), the EMPLOYER shall only contribute the following hourly amounts:

Effective May 11, 2007 . . . . . \$1.2665 per hour.

With respect to increases in the Motion Picture Industry Pension Plan during the life of this Agreement, in the event that any Union participating in the Motion Picture Industry Plan negotiates an increase in contributions other than those set forth above which take effect during the life of this Agreement, upon written request of the UNION, the EMPLOYER shall make the increased contribution and shall offset the increase by deducting 90% of the amount of the increase from the hourly wages rates set forth in Schedule A.

**Section 9.3 - Individual Account Plan.**

Notwithstanding anything to the contrary concerning the percentage contribution to the Individual Account Plan, the EMPLOYER shall only contribute the following percentages of the scale Regular Basic Hourly Rate of pay (in addition to any hourly contribution):

Effective May 11, 2007 . . . . . Three (3%) percent

**Section 9.4 - 401(k) Plan.**

Effective May 11, 2007, the EMPLOYER agrees to participate in the Supplemental Income 401(k) Plan (the "Plan") of the Supplemental Income Trust Fund (the "Fund") with respect to all employees covered by this Agreement with two (2) or more years of seniority under this Agreement. The EMPLOYER shall execute all necessary documents required by the Fund to participate in the Plan.

The EMPLOYER shall pay all administrative costs of participating in the Plan up to a maximum of \$1.00 per month per employee and an additional \$2.50 per quarter per employee. In the event administrative costs exceed these maximums, such additional costs shall be borne by the employees.

In addition to any voluntary pre-tax contributions made by the employees, the EMPLOYER shall contribute to the Plan on behalf of all employees covered by this Agreement with one or more years of seniority the following sums:

Effective May 11, 2007 . . . . . Fifty-five cents (55¢) per hour.

## **ARTICLE 10**

### **POLICY AND APPLICABILITY OF AGREEMENT.**

The purpose of this Article is to protect and preserve the work opportunities available to employees covered under this Agreement performing work historically and traditionally covered by the classifications and job duties set forth in this Agreement.

## **ARTICLE 11**

### **SUCCESSOR COMPANIES.**

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 part of the business of the EMPLOYER. The EMPLOYER shall not transfer any of its operations employing members of the bargaining unit covered by this Agreement to any parent company, subsidiary company or related company unless such parent company, subsidiary company or related company first shall become a party to this Agreement.

## **ARTICLE 12**

### **SUBCONTRACTING.**

#### **Section 12.1 - Preservation of Work.**

The EMPLOYER, as a matter of preservation of work for covered employees, agrees that the EMPLOYER will subcontract such bargaining unit work to any other person, corporation, joint venture or entity only:

- (A) if the EMPLOYER first notifies the UNION where applicable, in writing of its intention to subcontract, and
- (B) the direct labor costs of the person, corporation, joint venture or entity who will perform such work under said subcontracting are not less than the direct labor costs set forth herein, or
- (C) if the EMPLOYER lacks the requisite technology, facilities or equipment to perform the work.

**Section 12.2 - Direct Labor Costs.**

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 thereof by the UNION.

**ARTICLE 13**

**CHARITABLE CONTRIBUTIONS.**

Consistent with the provisions of the Basic Agreement, **Article 17.**

**ARTICLE 14**

**CONTRACT SERVICES ADMINISTRATION TRUST FUND.**

Consistent with the provisions of the Basic Agreement, **Article 18.**

**ARTICLE 15**

**TECHNOLOGICAL CHANGES.**

As used herein the term “Technological Change” means the introduction of any new or modified service or equipment for the purpose of performing any work by employees covered by this Agreement which directly results in a change in the number of employees employed under this Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualifications or skills thereof.

**Section 15.1 - EMPLOYER’s Right.**

The parties hereto agree that the EMPLOYER has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, EMPLOYER’s right to make technological changes shall be subject to the provisions of Sections 15.2, 15.3, 15.4, and 15.5 of this Article 15.

**Section 15.2 - Notice of Technological Change.**

If the **EMPLOYER** proposes to make any technological change, it shall give written notice thereof to the UNION and to any other union affected by such change.

Such notice shall be given as soon as possible but not less than thirty (30) days prior to instituting such change.

**Section 15.3 - Retraining.**

If any technological change permanently displaces any person in the performance of his job classification for the EMPLOYER, and

- (A) such person, as of the date of such displacement, is entitled under the provisions of the Basic Agreement, Paragraph 68 hereof (“Severance Pay”) to be credited with at least one (1) “qualified year” arising out of his employment by the EMPLOYER; and
- (B) such person is qualified to be retrained for an available job which the EMPLOYER has available within the UNION’s jurisdiction, or within the jurisdiction of another union which is a party to the Memorandum of Agreement of 1965, or for any other available job opportunity with the EMPLOYER, then:

The EMPLOYER agrees to endeavor to retrain such person for such available job at the EMPLOYER’S expense, in which event the provisions of Section 15.4, below shall not apply. The UNION agrees, notwithstanding anything in this Agreement to the contrary, to permit such retraining and to cooperate with the EMPLOYER with respect thereto.

The UNION further agrees, for the benefit of other union parties to the Memorandum of Agreement of 1965, in consideration of the inclusion in their respective contracts of a clause identical with this Article 15, to permit retraining within this UNION’s jurisdiction of employees displaced from jobs within this jurisdiction of such other union parties; provided, however that such other union parties’ displaced employees are qualified for retraining in the Union’s jurisdiction and provided, further that such permission shall be on condition (applicable to this Article 15 only) that this UNION has been notified of such available job and within forty-eight (48) hours thereafter (excluding Saturdays, Sundays, and holidays) is unable to furnish competent available persons on the Industry Experience Roster or Studio Seniority Roster, if any (applicable to this UNION), to fill such available job. Any such person offered retraining pursuant to this Section 15.3 shall of course, have the right to reject the same, but any such rejection shall discharge the EMPLOYER’s obligations under this Article 15 unless the job opportunity for which the EMPLOYER offered retraining was at a lower rate of pay than the job from which the employee is being displaced.

**Section 15.4 - Displacement Pay.**

If any such technological change permanently displaces any person in the performance of his job classification for the EMPLOYER, and

- (A) such person, as of the date of such displacement, is entitled under the provisions of Paragraph 68 of the Basic Agreement hereof (“Severance Pay”) to be credited with at least one (1) “qualified year” arising out of his employment by the EMPLOYER; and
- (B) such person makes written application to the EMPLOYER within thirty (30) days after such displacement to receive displacement pay (as herein defined), then:

The EMPLOYER shall pay him the amount of compensation set forth in the following table and, upon such payment, he shall be removed from the Industry Experience Roster, so far as such EMPLOYER is concerned, and from the Studio Seniority Roster, if any.

Qualified Years as of the Date of Displacement	Number of Weeks of Displacement Pay Payable
1 or 2	1
3	1-1/2
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

The payment of displacement pay, as above provided, shall be separate and apart from an obligation the EMPLOYER may have to pay Severance pay to such displaced person under the provision of Article 15 hereof (“severance Pay”). Notwithstanding anything in this Section 15.4 to the contrary, no such displaced person shall be eligible for displacement pay if:

- (1) The EMPLOYER offers the training referred to in Section 15.3 above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or
- (2) such person is offered a job by the EMPLOYER at an equal or better rate of pay, or
- (3) such person accepts any job with the EMPLOYER even though such job is at a lower rate of pay.

### **Section 15.5 - Negotiation of New Rates.**

If any technological change results, with respect to a classification covered under this Agreement or the requirements for the position, in materially changing the job description, and either the EMPLOYER or the UNION desires to negotiate a new rate or classification for such a job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such written notice, the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step Two of the grievance procedure provided in Article 6 hereof or, if they mutually agree to waive Step Two, may proceed immediately to Step Three of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step Three of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

## **ARTICLE 16**

### **EXPERIMENTAL TECHNOLOGICAL CHANGE.**

#### **Section 16.1 - Feasibility and Adequacy of Performance.**

The provisions of Sections 15.2, 15.3, 15.4, and 15.5 above shall not apply to any experimental technological change except that if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to Section 15.5 above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected job. As used herein, the term "Experimental Technological Change" shall mean a technological change which is instituted by EMPLOYER for the primary purpose of determining, under

operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this Article shall be construed to waive UNION jurisdiction over any job which the UNION otherwise has jurisdiction.

**Section 16.2 - Disputes Concerning Retaining, Displacement Pay and Negotiating of New Rates.**

If a dispute arises between UNION and EMPLOYER with respect to any determination required by Sections 15.1, 15.3, 15.4 or 15.5, such dispute shall be subject to the grievance procedure set forth in Article 6 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said Sections and shall not affect the EMPLOYER's right to make technological changes.

**ARTICLE 17**

**EMPLOYEE ASSISTANCE AND PROCEDURES**

**FOR DEALING WITH DRUG AND ALCOHOL ABUSE.**

The EMPLOYER endorses the concept of the IATSE and Basic Crafts Locals 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 Health and Welfare Fund, the EMPLOYER, in conjunction with Studio Transportation Drivers, Teamsters Local No. 399 hereby recommend to the Board of Trustees of the Motion Picture Health and Welfare Fund that such employee assistance program be added to the benefits provided by the Health and Welfare Fund. The EMPLOYER and the UNION agree that among the resources to be considered by the Health and Welfare Fund 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 to confer with the UNION representative. As part of those procedures or as an alternate 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 an employee in an employee assistance program created pursuant to this Agreement, the EMPLOYER and the UNION recognize that each employee is and remains responsible for his/her own satisfactory job performance.

## **ARTICLE 18**

### **VACATIONS.**

#### **Section 18.1 - Amount of Vacation Pay.**

Vacation pay shall be computed at the rate of four percent (4%) of total annual earnings for those hours worked at straight time, including hours worked on night rates and night premiums at straight time and hours paid as vacation time.

#### **Section 18.2 - Amount of Vacation Time.**

Vacation time shall be earned during each calendar year of employment and be taken during the following calendar year. (For example: Vacation time earned in 2004 shall be taken January 1, 2005 through December 31, 2005.) Employees may take the equivalent time off from work as paid vacation. (For example, if an employee's four percent (4%) of total annual earnings the previous calendar year is the equivalent of forty (40) work hours, the employee may take forty (40) hours as paid vacation time in the succeeding calendar year).

#### **Section 18.3 - Additional Two Percent (2%) Vacation Pay Provisions.**

The following additional vacation provisions shall apply to employees who meet the necessary eligibility qualifications:

(A) Eligibility Requirement: Eligible employees shall be those employees who actually worked for the EMPLOYER for eight (8) consecutive "Eligible Years," with an aggregate of not less than 1,600 days worked with the EMPLOYER in such eight (8) Years.

As used in this provision, the term "Year" shall mean calendar year, herein after referred to as "Year"; the term "Eligible Year" shall mean a Year in which the employee worked one hundred (100) or more days for the EMPLOYER.

Any Year in which the employee actually works less than one hundred (100) days for the EMPLOYER shall be excluded in computing the required eight (8) Eligible Years, and days worked in such Year shall not be counted in computing the required aggregate of 1,600 days to be worked in such eight (8) Years.

Employees who fail to work more than one hundred (100) days for the EMPLOYER in each of any two (2) consecutive Years shall, at the end of such second Year, be considered new employees hereunder with no previous employment credit with the EMPLOYER for the purpose of establishing the above eligibility requirements. Provided, however, that in determining such two (2) consecutive Years, no Year shall be included (and the days worked in such Year shall not be counted for any eligibility purposes hereunder) in which the employee could not work one hundred (100) days for the EMPLOYER due to either or both of the following:

- (1) The period of recorded leaves of absence granted by the EMPLOYER; or
- (2) For the period during which the employee was absent and physically unable to work for the EMPLOYER solely as a result of a Workers' Compensation injury or illness sustained by such employee while employed by the EMPLOYER.

(B) Additional Vacation Days and Pay: Commencing with October 26, 1955, Eligible employees, as above provided, shall earn with the EMPLOYER two percent (2%) more in vacation pay (for a total of six percent (6%) vacation pay) and the equivalent time off as paid vacation; however, any such employee shall be limited to earning a maximum of only fifteen (15) days of paid vacation per calendar year.

(C) Loss of Eligibility: Employees who become eligible, as above provided, but who thereafter either resign from employment with the EMPLOYER or fail to work for the EMPLOYER at least one hundred-fifty (150) days in any one Year shall, as of the last day of such Year or, in the case of resignation, the date of such resignation, lose such eligibility and the right to earn the additional vacation pay and time off as provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with the EMPLOYER for the purpose of subsequently establishing the above eligibility requirements.

In determining whether any employee loses his eligibility for failure to work for the EMPLOYER at least one hundred fifty (150) days in a Year, as above provided, no such Year shall be counted for this purpose in which the employee could not work at least one hundred fifty (150) days for the EMPLOYER due to either or both of the following:

- (1) The period of recorded leaves of absence granted such employee by the EMPLOYER; or
- (2) The period during which such employee was absent and physically unable to work for the EMPLOYER solely as a result of a Workers' Compensation injury or illness sustained by such employee while employed by the EMPLOYER.

(D) Eligibility Credit: For the purposes of determining "eligibility" only, as above provided, employees who leave the employ of the EMPLOYER to perform military service and who remain in the Armed Forces of the United States in accordance with the applicable National Selective Service Act (or other subsequently enacted comparable national legislation then in effect pertaining to such service), shall be credited as having worked for the EMPLOYER the number of applicable days the employee would normally have been employed by the EMPLOYER for days in each workweek of the period of such service.

#### **Section 18.4 - Additional One Percent (1%) Vacation Pay Provisions.**

Effective May 11, 2005, the following additional vacation provisions shall apply to employees who meet the necessary eligibility qualifications:

(A) Eligibility Requirement: Eligible employees shall be those employees who are already eligible for the additional two percent (2%) vacation pay (for a total of six percent (6%) vacation pay) and who have completed twenty (20) Eligible Years of service with the EMPLOYER.

As used in this provision, "Eligible Year" is defined as 150 shifts per calendar year.

(B) Additional Vacation Days and Pay: Commencing with May 11, 2005, Eligible employees, as above provided, shall earn with the EMPLOYER one percent (1%) more in vacation pay (for a total of seven percent (7%) vacation pay) and the equivalent time off as paid vacation; however, any such employee shall be limited to earning a maximum of only eighteen (18) days of paid vacation per calendar year.

(C) Loss of Eligibility: Employees who become eligible, as above provided, but who thereafter either resign from employment with the EMPLOYER or who lose their eligibility for the additional two percent (2%) vacation pay as provided in Section 18.3

above, shall lose such eligibility and the right to earn the additional one percent (1%) vacation pay and time off as provided in this Section 18.4.

**Section 18.5 - Miscellaneous Provisions Regarding Vacations.**

- (A) Vacations are earned in calendar year and are paid for in the succeeding calendar year.
- (B) Vacations shall not be cumulative between calendar years and shall be taken at times approved by the EMPLOYER.
- (C) Saturdays, Sundays, and holidays occurring during vacation periods are not counted as vacation days granted.
- (D) When any portion of the vacation period is less than a full payroll week, by mutual agreement between the EMPLOYER and the employee, the EMPLOYER may grant leave of absence without pay for the remaining fractional portion of the payroll week.
- (E) Eligible employees who are no longer employed at the beginning of the calendar year in which their vacation pay for the preceding year is payable may obtain such vacation pay at any time subsequent to March 15 of that calendar year by notifying the EMPLOYER of their desire to obtain such vacation pay. Such notice shall set forth a date upon which they desire their vacation pay to be paid out, but in no event shall the EMPLOYER be obligated to make such payment prior to March 15 of that calendar year.
- (F) In the event of an involuntary layoff, an employee eligible for vacation shall not be required to take vacation at the time of the involuntary layoff.
- (G) Prior to March 15th of each year, each eligible employee shall, if he so desires, submit to the EMPLOYER three (3) vacation dates in order of preference. The EMPLOYER shall grant requested vacation in order of seniority. In the event that none of the three (3) preferential dates is granted, the department head may establish a different date of vacation. However, the EMPLOYER shall give the employee not less than one week's notice as to date of vacation unless the employee waives the right to this one-week notice. Employees who do not submit preferential dates by March 15th of each year may be assigned vacations on dates at the discretion of the department head.

- (H) The EMPLOYER shall pay an eligible employee his vacation pay check not later than noon of the payday preceding the commencement date of his vacation, provided the employee has made a request to the EMPLOYER for such vacation check at least one (1) week prior to such payday preceding the commencement of such vacation.
- (I) With respect to scheduling vacations in the Tram Garage:
  - (i) Employees will be permitted to sign up for vacations, subject to the needs and operations of the EMPLOYER, in order of seniority (for the first two (2) weeks of earned vacation), provided employees sign up for vacation by March 15th.
  - (ii) Employees have the right to take and are encouraged by the EMPLOYER to take vacations.
  - (iii) Employees have the right to take consecutive days of vacation, not to exceed two (2) weeks during non-peak periods, consistent with the needs and operations of the EMPLOYER.
- (J) Presentation of Claim for Vacation Pay.

The EMPLOYER shall comply with the following procedure:

- (a) On or after March 15 of the year following the calendar year in which vacation pay was earned:
  - (i) Employees on payroll may request vacation pay and schedule their vacations according to this agreement.
  - (ii) Employees on layoff (both involuntary and voluntary) may claim their vacation pay pursuant to the provisions of this agreement.
  - (iii) Although the parties both want employees to actually take vacations, and while the EMPLOYER may, at its option, require employees to schedule and take vacations, employees on payroll who have not taken all of their vacation days may still claim their vacation pay

rather than have it paid over to the Motion Picture Industry Pension Plan.

- (b) No later than October 15 of the year following the calendar year in which vacation pay was earned, the employees who have not taken or claimed their vacation pay will be notified of such failure to do so. At the same time, the EMPLOYER will furnish to the Union a list of names of those employees who have not taken or claimed vacation and the amount of vacation and/or holiday pay due to each.
- (c) On or about March 15 of the second calendar year following the year in which vacation pay was earned (“the second calendar year”), employees who have not taken or claimed vacation pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, the EMPLOYER will furnish to each Local Union a list showing the names of those employees who have not taken or claimed holiday pay and the amount of holiday and/or vacation pay due each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Motion Picture Industry Pension Plan.
- (d) On or about July 15 of the second calendar year, unclaimed vacation pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account.

## **ARTICLE 19**

### **JURISDICTIONAL DISPUTES.**

The UNION agrees to cooperate in good faith with the EMPLOYER and other Local Unions in the industry 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 method or means that shall be agreed upon.

**ARTICLE 20**

**SEVERANCE PAY.**

**Section 20.1 General.**

An employee employed by the EMPLOYER under this Agreement or its predecessor agreements for one or more qualified years (as defined in Section 20.6 hereof) whose employment is severed after October 31, 1988 shall receive the applicable severance pay set forth below (as modified in Sections 20.3 and 20.4 hereof) unless such employee is disqualified for severance pay purposes pursuant to Section 20.5 hereof

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

The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee's average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.

- (A) Ninety (90) elapsed days after severance occurs such employee shall be entitled to:

- (1) one (1) week of said severance pay if he/she has worked two (2) qualified years or less as of date of severance;
  - (2) two (2) weeks of said severance pay if he/she has three (3) or more qualified years as of date of severance; provided however, such employee shall not receive such severance pay if within such ninety (90) day period he/she received the following employment by the EMPLOYER:
    - (a) five (5) days of employment, not necessarily consecutive, if he/she has more than one (1) but less than three (3) qualified years as of the date of such severance;
    - (b) eight (8) days employment, not necessarily consecutive, if he/she has three (3) qualified years as of the date of such severance;
    - (c) ten (10) days employment, not necessarily consecutive, if he/she has four (4) or more qualified years as of the date of such severance.
- (B) If such employee entitled to severance pay after ninety (90) elapsed days has five (5) or more qualified years as of the date of severance, he/she shall be entitled to the balance of his accrued severance pay ninety (90) elapsed days following the completion of the first ninety (90) day period, unless during the second ninety (90) day period he receives fifteen (15) days employment by the EMPLOYER, not necessarily consecutive.

### **Section 20.2 - Payment of Full Severance Pay.**

Once an employee has received full accrued severance pay, pursuant to Section 20.1 above, he shall thereafter be a new employee for severance pay purposes and future computation of qualified years shall apply only to employment by the EMPLOYER, if any, after the receipt of such full severance pay.

### **Section 20.3 - Offset.**

If an employee on the date of severance of employment with the EMPLOYER after January 31, 1961 would otherwise already have five (5) or more qualified years with the EMPLOYER, he shall be entitled to the total number of weeks of severance pay, as

provided in Section 20.1 above, unless an “offset” in the number of weeks of any severance pay he received from the EMPLOYER before January 31, 1961 in connection with employment which is considered in the computation of such qualified years or with “bridged” years as referred to in Section 20 hereof. This “offset” shall apply only toward payments due after the completion of the second of the two ninety (90) day periods referred to in Section 20.1 above. In this instance, payment by the EMPLOYER of full severance pay to employee prior to January 31, 1961 shall not break the employee’s employment with such EMPLOYER for purposes of computing consecutive qualified years hereunder.

**Section 20.4 - Reduction of Severance Pay.**

Any severance pay paid to an employee after January 31, 1961 shall correspondingly reduce the total number of weeks of severance pay to which he is thereafter entitled before again becoming a new employee hereunder. An employee who receives or has received full severance pay hereunder after January 31, 1961 shall be considered to be a new employee thereafter for severance pay purposes.

**Section 20.5 - Disqualified for Severance Pay.**

Employees hereunder shall be disqualified for severance pay in accordance with the provisions of Sections 20.5 (A), 20.5 (B) below.

- (A) If an employee rejects an offer of employment from the EMPLOYER hereunder during either of the ninety (90) day periods referred to in Section 20.1 hereof, such employee shall lose his qualification for severance pay and, if subsequently rehired, shall be rehired as a new employee for severance pay purposes. If an employee was not available or could not be reached when called for work by the EMPLOYER, he shall be deemed to have rejected an offer of employment; provided however, that:
  - (1) The EMPLOYER shall be obligated, in the event of such rejection or unavailability, to notify the UNION on the same day by telephone unless the UNION office is not open, in which case such notification must be made on the next following workday, and to confirm such call by letter posted on the day of such notification to the UNION.
  - (2) If the EMPLOYER is unable to reach the employee (including such inability to reach because no one answers employee’s phone), the EMPLOYER shall be obligated to telephone the UNION and request

the UNION to make the call, in which event the UNION shall either promptly confirm to the EMPLOYER by telephone its inability to reach the employee or advise the EMPLOYER by telephone that it has reached the employee and of the results of such call.

- (3) It is recognized that in certain circumstances it may be difficult for an employee to accept a call immediately when he is currently employed at another studio. It is further recognized that in certain circumstances it may be difficult for the employee, as well as a hardship to the studio where he is then employed, to be required to accept a call immediately without any notice to his then present employer. It is believed that in the great majority of cases reasonable consideration would be given so that the employee would not lose his severance pay credits. To this end, it is the intent of the parties hereto that if an employee who is qualified for severance pay has been laid off by a studio and, within either of the ninety (90) day periods referred to, such studio recalls the employee at a time when such employee is unable to accept such recall because of other employment in the Motion Picture Industry, then either of such ninety (90) day periods shall be deemed extended by a period equivalent to the period of employment for which the employee was being recalled, but in no event to exceed twenty (20) days. In the event such employee is again recalled within either of the ninety (90) day periods and does not accept such recall because of other employment in the Motion Picture Industry, or for any other reason except as otherwise herein provided, then such employee shall lose his qualification for severance pay and, in the event he/she is subsequently rehired by the EMPLOYER, such rehire shall be as a new employee for severance pay purposes, except that if the employee's call was on a daily basis, there may be two (2) extensions of either of the ninety (90) day periods by reason of inability to accept calls because of employment elsewhere in the Motion Picture Industry.
- (4) If the employee is unavailable to accept such recall because of employment outside the Motion Picture Industry at the time of such recall, he shall have a maximum of two (2) days after the date of such recall to make himself available and, if he fails to do so, then such employee shall lose his qualification for severance pay and, if he is subsequently rehired, shall be a new employee for severance pay purposes.

- (B) In the event any severance is the result of a dismissal due to seniority requirements, a voluntary resignation or a layoff as a result of physical incapacity, epidemic, fire, action of the elements, strike, walkouts, 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 of any other nature, the employee shall not be entitled to any severance pay arising out of the completion of both of the ninety (90) day periods following such severance. In the event any severance is the result of dismissal for cause, the employee so severed shall be disqualified for severance pay.

\*The 1988 strike by the Writers Guild of America shall not be considered a disqualifying event for the purposes of severance pay. Instead, any periods provided in Paragraph 68 of the Basic Agreement shall be tolled for the duration of the WGA strike (March 7, 1988 through August 7, 1988).

#### **Section 20.6 - Qualified Years.**

As used herein, the term “Qualified Years”, with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of his severance, in each of which the employee has been employed by the EMPLOYER for two hundred (200) or more workdays (including paid vacation days as workdays); it being understood and agreed that if, in any such three hundred sixty-five (365) day period, such employee was employed for less than two hundred (200) workdays by the EMPLOYER, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be “bridged” for severance pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such “bridged” year in which employee was employed by the EMPLOYER for two hundred (200) or more workdays shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such leave and provided, further, that the computation of qualified years shall be subject to the following exceptions:

- (A) If an employee is determined to have less than two (2) qualified years, he shall be credited with a qualified year only if, in addition to having been employed for at least two hundred (200) or more days in the three hundred sixty-five days immediately preceding his date of severance, he shall have been employed for at least one (1) day during the first six (6) months of the

eighteen (18) month period immediately preceding his date of severance, in which case he shall be credited with one (1) qualified year.

- (B) Any period of two hundred seventy (270) consecutive days commencing prior to January 31, 1961 in which such employee was not actually employed by the EMPLOYER will be deemed to have broken the employment record of such employee and no period prior to the completion of such two hundred seventy (270) days shall be considered in determining qualified years of such employees.
- (C) With respect to any severance of employment of an employee which occurred between February 1, 1961 and January 31, 1965, both dates inclusive, the passage of two hundred seventy (270) days following such severance in which such employee was not employed and did not receive an offer of comparable employment under the terms and conditions specified in the predecessor collective bargaining agreement of this Agreement shall result in his being a new employee for severance pay purposes upon the completion of such two hundred seventy (270) day period.
- (D) If an employee on the date of the severance of his employment under this Agreement after January 31, 1961 with the EMPLOYER would otherwise have had one (1), two (2), three (3), or four (4) consecutive “qualifying years” with the EMPLOYER, but had received full severance pay prior to February 1, 1965, then he shall be deemed to be a new employee for severance pay purposes after being rehired and the applicable consecutive qualified years shall be based and computed only upon his employment with the EMPLOYER after he became such new employee.

**Section 20.7 - Severance Obligation of Successor Company.**

If a successor company buys out the EMPLOYER and continues the operation of the EMPLOYER, and if the buying company continues the employment of an employee of the EMPLOYER, such employee shall retain with the buying company his appropriate severance pay experience credit accrued with the EMPLOYER and his employment shall not be considered to be terminated for severance pay purposes as a result of such successor company’s acquisition of the EMPLOYER. If such employee is not so continued in employment by the buying company, then the EMPLOYER is responsible for any severance due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment

with the buying company, he shall not be entitled to any severance pay from either the EMPLOYER or the buying company.

**Section 20.8 - Presentation of Claim for Severance Pay.**

Any claim for the payment of severance pay, not presented to the EMPLOYER within three hundred sixty-five (365) calendar days after the date upon which the employee is qualified under this Article 20 for such severance pay, shall be deemed to be waived.

**ARTICLE 21**

**RETIREMENT BONUS.**

**Section 21.1 - Qualified Years.**

An employee who has been employed by the EMPLOYER under this Agreement or its predecessor agreements for ten (10) or more qualified years (as defined in Paragraph 68 (A)(1)(ii) of the Basic Agreement) and who has made the required application for retirement to the Motion Picture Industry Pension Plan at least sixty (60) days prior to retiring or has made the required application for retirement to any private retirement plan referred to in Article XV of the Trust Agreement of the Motion Picture Industry Pension Plan shall receive, thirty (30) days following his/her retirement, a retirement bonus based on the retirement bonus formula as set forth below;

Qualified Years	Number of Weeks of Retirement Bonus
10-11	5
12-13	6
14-15	7
16-17	8
18-19	9
20 or more	10

Provided that, to receive such retirement bonus:

**Section 21.2 - Industry Experience Roster.**

Any employee who has retired pursuant to Section 21.1 above and receives a retirement bonus shall be removed from the EMPLOYER's Industry Experience Roster. He shall also be deemed to be paid in full any earned unused severance pay under Article 20 above.

**Section 21.3 - Applicability.**

This provision shall be applicable only to persons who have one (1) qualified year (as defined in Section 20.6 above) as of August 1, 1985. This provision shall not apply to those who have already retired and shall be effective prospectively only.

**ARTICLE 22**

**MEAL PERIODS AND MEALS.**

**Section 22.1 - Meals.**

A meal period shall not be less than one-half ( $\frac{1}{2}$ ) hour and no more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half ( $1\frac{1}{2}$ ) hours. This guarantee does not apply when such meal is supplied at the EMPLOYER's expense.

**Section 22.2 - Meal Periods.**

Except as provided in Section 22.3 below:

- (A) An employee's first meal period shall commence no earlier than two and one-half ( $2\frac{1}{2}$ ) hours after such employee reports for work and no later than five (5) hours after reporting for work; and
- (B) Subsequent meal periods shall be called not later than five (5) hours after the expiration of the previous meal period.

**Section 22.3 - Non-Deductible Meal Period.**

Where necessary to phase any employee into the meal schedule for the remainder of the crew, such employee may be given a reasonable meal without deducting the time spent in eating (Thirty (30) minutes) from work time, in which case a deductible meal for such employee may be within five (5) hours thereafter. Unless specifically directed by an authorized representative of the EMPLOYER not to eat, it will be assumed that the employee has eaten and the next meal period will be calculated from the end of the non-deductible meal.

**Section 22.4 - Meal Penalties.**

The meal penalty for delayed meals shall be the greater of any penalty provided by state or federal law or regulation or a penalty computed as follows:

- (A) First one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof \$10.00
- (B) Second one-half hour meal delay or fraction thereof \$12.50
- (C) Third one-half hour meal delay or fraction thereof \$15.00

There shall be no compounding of any statutory or regulatory penalty and the penalty described above. Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee. It is the employee's responsibility to tell their supervisor or manager ten (10) minutes prior to going into meal penalty.

**ARTICLE 23**

**PROMOTIONS.**

In promoting persons to Gang Boss positions subject to this Agreement which may be vacated or created from time to time, the EMPLOYER will, as far as practicable, give preference to the following employees, in the order named, who, in the EMPLOYER's opinion are qualified to fill such positions; first, to such qualified employees on the EMPLOYER Seniority Roster in Group One (1) and those with prior Gang Boss experience, and then next to other qualified employees on the Industry Experience Roster Group One (1), Group Two (2) and Group Three (3).

If the EMPLOYER is unable to obtain qualified employees from the Industry Experience Roster, the position will be open to qualified outside candidates.

## **ARTICLE 24**

### **QUARTERLY 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 25**

### **USH PASS.**

The duly authorized Business Representative of the UNION shall be furnished a USH pass. Such pass will permit driving the Representative's car into the EMPLOYER's lot, provided such is the custom and practice. The Representative shall be permitted to visit any portion of the studio, lot or ranch necessary for the proper conduct of the business of the UNION during working hours.

## **ARTICLE 26**

### **STEWARDS.**

#### **Section 26.1 - Designation of Steward.**

The UNION may designate, or redesignate, as the case may be, an employee as a Steward, for a period of not longer than three (3) years for each such designation or redesignation as the case may be, to inspect all working conditions affecting the terms of this Agreement. The UNION may make such a designation or redesignation or remove such Steward at any time, but shall discuss the matter with the EMPLOYER before doing so.

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 his Business Representative. The Steward so designated shall be permitted to perform these duties, but such duties shall not unduly interfere with his work and he shall not leave his station without notifying his immediate supervisor.

The EMPLOYER will not interfere with the Shop Steward's investigation of accidents, complaints, etc. The EMPLOYER will make its best efforts to provide transportation. The Shop Steward will not interfere with the EMPLOYER's investigation of accidents, complaints, etc.

**Section 26.2 - Layoff and Rehire.**

Such Steward shall not be laid off, or when on layoff shall be the first to be rehired, during his above described term as such Steward as long as there is work available for him in his department; provided that:

- (A) Such Steward is willing to do, and is, qualified physically and possesses the necessary ability and skill for, the particular work to be performed;
- (B) Such Steward shall not have any such preference in layoff or recall over the Department Head, if there is any in the unit, or over any employees classified and paid as dispatchers, foremen, gang or shift bosses, station jobs or supervisory employees.

**Section 26.3 - Discharge.**

The EMPLOYER's right to discharge such Steward for just cause shall not be limited in any manner by this provision;

- (A) such Steward shall not be subject to the provisions of Paragraph 62 of the Basic Agreement "Seniority";
- (B) such preference in layoff or recall shall not apply on Saturdays, Sundays or holidays, nor to station jobs, nor where it would disturb the continuity of a project;
- (C) and such Steward shall not have such preference over employees who have been specifically rehearsed or cued for a job, or persons operating specialized equipment.

**Section 26.4 - "Acting" Steward.**

Under this provision, only one (1) such Steward may ordinarily be designated who will have such preference in layoff and rehire as provided in Section 26.3 above. This does not preclude the UNION from appointing "Acting" Stewards, but such employees shall not be considered, in any manner whatsoever, as Stewards hereunder for the purpose of preference in layoff and rehire, as above provided, unless the Steward entitled to such preference in layoff and rehire is on vacation or on distant location in which case an "Acting" Steward designated by the UNION shall be accorded such preference in layoff and rehire. The UNION shall notify the EMPLOYER in advance of any such

appointment. In those instances where there is more than one (1) Steward, both Stewards shall have equal preference in layoff and rehire.

## **ARTICLE 27**

### **LEAVES OF ABSENCE.**

#### **Section 27.1 - Regular Leave of Absence.**

A regular employee's request for a 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 such leaves of absence for good cause, provided the employee's services can be reasonably spared. All such requests for leaves of absence will be in writing. Such leave of absence may be extended at the discretion of the EMPLOYER for compelling reasons.

An employee hereunder shall not be granted a leave of absence for the purposes of accepting employment with another employer in the motion picture production industry in a job classification covered by this Agreement, unless such action is mutually acceptable to the EMPLOYER, the employee, and the UNION.

#### **Section 27.2 - Bereavement Leave.**

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

### **Section 27.3 - Sick Leave.**

- (A) Employees may utilize their accrued vacation (up to ten (10) days) each year for sick leave purposes – either their own illness or injury or to tend to an immediate family member’s illness or injury. Employees who desire to utilize accrued vacation for sick leave purposes and who comply with the requirements of the Attendance Policy will not be given points for absences due to such sick leave.
- (B) Effective July 1, 2007, on January 1st and July 1st of each year, employees who worked 600 or more hours during the prior six (6) months shall be awarded one (1) paid sick day (up to two (2) days per year). Employees may accrue up to five (5) paid sick days. Employees who call in sick and claim accrued sick pay and who comply with the requirements of the Attendance Policy will not be given points for absences due to such sick leave.
- (C) The EMPLOYER may require medical certification for the date of the absence as a condition of sick leave pay (including vacation used as sick pay). In the event requested medical certification is not provided, the employee will not be paid (through accrued sick or vacation pay) and will receive attendance points accordingly.

## **ARTICLE 28**

### **NON-DISCRIMINATION.**

The parties agree to continue to comply with all applicable Federal and State Laws relating to non-discriminatory employment practices.

## **ARTICLE 29**

### **EMPLOYEES IN THE ARMED FORCES.**

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Forces, the EMPLOYER and the UNION agree that they have a joint responsibility (subject to the then-existing laws or regulations) in the reinstatement of such employees to the jobs such employees held prior to their entry in the Armed Services,

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

### **ARTICLE 30**

#### **RE-EMPLOYMENT OF FORMER LABOR UNION OFFICERS.**

Any employee who has been employed by the EMPLOYER for twelve (12) consecutive months (and has actually received pay for two hundred (200) or more days in that period) immediately prior to the date of his election or appointment to a paid full-time job with a labor organization in the motion picture industry shall be re-employed in his former job within ninety (90) days after leaving his UNION position, on the same basis and seniority as though he had never left such former job with the EMPLOYER

- (A) Provided, however, that such job is available at the time of request for re-employment;
- (B) that the job is not held by an employee holding a personal service contract; that the employee, in the opinion of the EMPLOYER, is qualified and able to perform the duties required in such job,
- (C) And that such employee has made application for reinstatement within thirty (30) days of leaving his UNION position.

If such position has been abolished or the labor required by the EMPLOYER has materially changed, then subject to the above conditions, the EMPLOYER will give such employee preference for employment in any job within the classifications of the bargaining unit.

### **ARTICLE 31**

#### **RETURNING OF TRANSFERRED EMPLOYEE TO BARGAINING UNIT.**

Any employee of the EMPLOYER to this Agreement who is transferred or promoted to a position with the EMPLOYER outside the classifications of the bargaining unit may, at the sole discretion of the EMPLOYER, upon the termination of such transfer or promotion, be restored to a position within the classifications of the bargaining unit on the same basis and seniority as though he had never been transferred or promoted from such bargaining unit. Provided, however, that such employee makes application with the EMPLOYER for reinstatement to such position within the bargaining unit within ninety

(90) days after severance from the position to which he had been transferred or promoted, as above described.

## **ARTICLE 32**

### **TOOL REPLACEMENT.**

#### **Section 32.1 - EMPLOYER Responsibility.**

It is understood and agreed that the employee bears the principal responsibility for the security of tools owned by such employee. The responsibility of the EMPLOYER extends to those measures which are reasonable and necessary to ensure that such tools as are left on the premises of the EMPLOYER during non-working hours of the employee are secure from pilferage.

#### **Section 32.2 - Employee Responsibility.**

Each employee is required to maintain his tools in an appropriate tool box, which is owned and provided by the employee, which is clearly imprinted with the name of the owner and which can be secured by an effective padlock and a case-hardened hasp.

In the course of the normal workday, the employee shall bear the responsibility of keeping his tool box locked at all times. In addition, the employee will be responsible for the locking of his tool box on the completion of the day's work before he departs the EMPLOYER's premises. The locking of the tool box is a requisite for recovery of pilfered tools, including a situation wherein the entrance to the area in which tools are stored is either broken into or is inadvertently left unlocked.

#### **Section 32.3 - Designated Areas.**

The EMPLOYER will designate specific areas where tools will be deposited for the period during which the employee is not working. The EMPLOYER assumes the responsibility for making certain that the designated area in which the tool boxes are deposited are secure by lock and key prior to the departure at the end of the day's work of the employee involved. To assure the maximum protection for employee's tools, each employee is obligated to bring to the attention of his Foreman or other available Supervisor all unlocked doors to areas in which tool boxes are deposited, where such areas are unattended and no work is being performed therein.

Where all of the above provisions have been implemented and tools are pilfered from a tool box with evidence of the breakage of the lock on such tool box, the EMPLOYER, on the presentation of adequate proof by the employee involved, will make whole such employee for the loss of the pilfered tools, provided such tool is listed in Appendix A.

**Section 32.4 - Tool Allowance.**

Mechanics and Body Persons shall be given a tool allowance of four dollars (\$4.00) per day up to a maximum of twenty dollars (\$20.00) per week. Service Persons shall be given a tool allowance of two dollars (\$2.00) per day up to a maximum of ten dollars (\$10.00) per week.

**ARTICLE 33**

**BULLETIN BOARDS.**

The EMPLOYER will make available in an appropriate area on the lot (such as Department Headquarters) a glass-enclosed bulletin board which can be locked. It shall be at least 3 x 2 feet in size. The material posted shall be subject to review by the EMPLOYER, prior to posting.

**ARTICLE 34**

**DEFINITIONS, DUTIES, AND DIVISIONS OF WORK.**

**Section 34.1 - Chauffeurs and Truck Drivers.**

Driving and operating of all rolling stock in the service of the EMPLOYER, including trucks, tractors, cars, buses, trains, carriers, condors and other conveyances used for transportation or to be photographed, propelled by internal combustion motors or by electrically driven motors.

Drivers to load and unload or help with loading or unloading of equipment. Prop truck drivers, when required to load or unload properties and/or furniture shall, if needed, be provided with suitable assistance.

When the EMPLOYER requires a condor, the EMPLOYER will contact Dispatch for an available driver. If a driver from the Tour Seniority Roster is not readily available, then employees from the Tram Garage may drive the condor to the desired location,

where employees other than from Local 399 may then operate the condor. Employees represented by Local 399 will be offered condor training when non-Local 399 employees are trained.

Tour Roster Drivers and Trainees must maintain an Unrestricted Passenger Endorsement to their Class A licences.

The parties have resolved golf cart issues with the EMPLOYER by a side letter identifying custom and practice.

**Section 34.2 - Automotive Service Employee.** (other than Mechanics)

Except where historically and customarily performed by other employees, and if assigned to an employee of the EMPLOYER, the following work shall be performed by an Automotive Service Employee: Greasing, polishing, changing tires, washing, cleaning, detailing, fueling and performing work necessary to keep equipment in condition, including minor mechanical repairs.

**Section 34.3 - Mechanics.**

Except where historically and customarily performed by other employees and if assigned to an employee of the EMPLOYER, the following work shall be performed by a Mechanic: Maintenance, repairs and/or modifications on vehicles assigned to fleet or production use to include body repairs and painting thereof; repairing of internal combustion engines and servicing of equipment.

**Section 34.4 - Dispatchers.**

Dispatching of calls for the Transportation Department to employees covered hereunder. Assigns motor vehicles and drivers for the conveyance of freight or passengers. Performs other related duties as assigned by supervisor.

**Section 34.5 - Body Persons.**

The duties and responsibilities of the Body Person shall include but not be limited to the following: Repair damaged body parts of vehicles, related objects, and interior furnishings where appropriate. May also make mechanical repairs and adjustments when related to assigned work. Painting of vehicles and related parts.

**Section 34.6 - Contacting Supervisors.**

When the Transportation Office is closed, non-supervisory employees hereunder will be advised of procedure to follow when a supervisor needs to be contacted.

**ARTICLE 35**

**COMPANY RULES.**

The UNION recognizes the right of the EMPLOYER to establish such reasonable company rules as it may deem necessary provided that such rules are not in conflict with the terms and provisions of this Agreement. The EMPLOYER may formulate and promulgate written rules if its procedure is to do so, or the EMPLOYER may elect not to formulate and promulgate written rules. If no written rules are formulated and promulgated, the reasonableness of the EMPLOYER's application of any disciplinary sanction will be subject to appraisal by the UNION on an individual instance, case-by-case basis; if the EMPLOYER formulates and promulgates written rules, it will be presumed that the EMPLOYER has acted properly when it imposes discipline on an employee for an infraction of those rules. It is understood that no EMPLOYER is required to post any, or all, of its rules. It is further understood that any rule posted will be effective when posted, but may be the subject of subsequent negotiation by the UNION if such negotiation is requested by the UNION within ten (10) days, upon the basis that such new rule constitutes a change in working conditions. The EMPLOYER will attempt to make work rules as uniform as practical.

**ARTICLE 36**

**SPECIAL PROVISIONS.**

**Section 36.1 - Interpretation of Contract Provisions.**

The AMPTP will advise CSATF in writing as to current interpretations of contract provisions identified by the UNION in writing.

**Section 36.2 - Training.**

CSATF will administer a training program to allow employees to qualify for Class A license. Persons presently on the Industry Experience Roster Group Two (2) will be eligible first. The UNION will supply persons qualified to train and certify qualifications for the Class A License. CSATF will bear cost of equipment for such training. The

training will be conducted outside of regular working hours. The scheduling for such training will be coordinated with the UNION.

**Section 36.3 - Cross Training Automotive Service Employees.**

Automotive Service Employees may be cross-trained as Mechanics by assigning Mechanics' work for four (4) hours or less per day to such employees without upgrading such employees to Mechanic's rate. Such employees shall be given first consideration in filling vacancies in Mechanics' positions consistent with Article 40 herein.

**Section 36.4 - #800 Number.**

The EMPLOYER will install and maintain an active #800 number in the Dispatch office.

**ARTICLE 37**

**WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING CONDITIONS.**

**Section 37.1 - Wage Rates.**

- (A) The Wage Scales effective May 11, 2004 to and including May 10, 2007 are set forth in Schedule "A" of this Agreement.
- (B) Each employee shall be notified at the time of his employment under which classification and wage scale he/she is employed, he/she shall also be notified before any change of classification or wage schedule if effective and such change shall not be retroactive. However, employees may be adjusted retroactively when misclassified. The employee's wage rate shall be shown on his time card and pay stub.
- (C) Drivers assigned as trainers shall be paid an additional \$2.00 per hour for all shifts during which training is performed.
- (D) The EMPLOYER shall continue its practice of paying a 25¢ per hour premium to all Tram Garage employees for each ASE certificate they possess, up to a maximum of \$2.00 per hour. Tram Garage Service Personnel receiving hourly premiums as of May 10, 2001 shall continue to

receive the same hourly premiums whether or not they possess any ASE certificates and/or hazardous material training. For example, an employee receiving \$2.00 over the scale established as of May 10, 2007 shall continue to receive \$2.00 over the scale established as of May 11, 2007.

- (E) Employees working in a higher classification shall receive the higher rate for all time worked in the higher classification.

### **Section 37.2 - Payroll Week.**

- (A) The full payroll week shall be from midnight Saturday to midnight Saturday. During the life of this Agreement, the EMPLOYER may change the payroll week to from midnight to 12:01 a.m. Saturday through midnight Friday, upon thirty (30) days notice to the UNION and to the Employees. Should the EMPLOYER wish to make further or subsequent changes to the payroll week, the UNION agrees that it will meet and bargain in good faith about such a request upon request of the EMPLOYER.
- (B) The regular payday shall be the Thursday of the week following the week during which the wages were earned, except during holiday weeks, when payday shall be Friday. Upon thirty (30) days notice to the UNION, the EMPLOYER may change the regular payday to the Friday of the week following the week during which the wages were earned or any day earlier than such Friday.
- (C) All time shall be computed in one-tenth hour (six minute) periods.
- (D) If, due to the fault of the EMPLOYER, an employee does not receive the full wages to which the employee is entitled on the regular pay day, the EMPLOYER shall, within five (5) work days after being so notified by the employee, issue a check in full payment of any deficiency to the employee. If the employee does not receive his or her pay deficiency within such five (5) work days of notification, the EMPLOYER shall pay such employee ten percent (10%) of such pay deficiency for each day of delay after notice. For purposes of this section, the EMPLOYER's payroll records shall be deemed to be conclusive proof that the amount and date of payment shown on such records was paid to any employee who has elected to receive his or her pay by mail.

- (E) When an employee resigns and/or is discharged, the EMPLOYER shall comply with Sections 201 and 202 of the Labor Code. When an employee is temporarily laid off and remains on the Tour Roster, such employee shall be paid his or her accumulated wages on the next regular payday following the workweek during which he or she was laid off.

### **Section 37.3 - Hours of Work and Premium Pay.**

The workweek shall be defined as the period from 12:01 a.m. Sunday through midnight Saturday at the Universal Studios Tour. During the life of this Agreement, the EMPLOYER may change the workweek to from midnight to 12:01 a.m. Saturday through midnight Friday, upon thirty (30) days notice to the UNION and to the Employees. Should the EMPLOYER wish to make further or subsequent changes to the workweek, the UNION agrees that it will meet and bargain in good faith about such a request upon request of the EMPLOYER.

The work day shall be defined as eight (8) hours of work. All employees subject to the scope of this Agreement shall be paid at the regular basic hourly rates as defined herein consistent with the following:

- (A) For all hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) work week, for all hours worked on the employee's sixth (6th) work day within the scheduled work week, as defined above, time and one-half (1½ x) the regular basic hourly rate shall be paid.
- (B) For all hours worked in excess of twelve (12) in one (1) day and for all hours worked on the employee's seventh (7th) work day within the scheduled work week, as defined above, double (2x) the regular basic hourly rate shall be paid.
- (C) Scheduling on the sixth (6th) or seventh (7th) day is at the sole discretion of the EMPLOYER.
- (D) There shall be no compounding of premium pay, except for night shift premiums.

### **Section 37.4 - Night Shift Premiums.**

- (A) Drivers and Dispatchers subject to the scope of this Agreement shall be paid night shift premiums when applicable consistent with the Provisions of the Basic Agreement, Paragraph 4.
- (B) Employees assigned to the Tram Garage shall be paid night shift premiums when applicable consistent with the following:

In such cases where operational requirements necessitate the establishment of a regularly scheduled three (3) shift (twenty-four (24) hour coverage) operation the following shall constitute the approximate hours of scheduling:

<p style="text-align: center;">First Shift    7:00 a.m. to 3:30 p.m.          Second Shift        3:00 p.m. to 11:30 p.m.          Third Shift   11:00 p.m. to 7:30 a.m.</p>
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The above working schedule is subject to change by the EMPLOYER as operational conditions may require. In the event of any such change the EMPLOYER shall notify the UNION in advance and discuss the anticipated change.

Employees are entitled to the following shift differential when assigned to work on the second and third shift as follows:

<u>SHIFT</u>	<u>HOURS WORKED BETWEEN</u>	<u>SHIFT PREMIUM</u>
First Shift	7:00 a.m. & 3:30 p.m.	Scheduled Rate
Second Shift	3:00 p.m. & 11:00 p.m.	10% Additional
Third Shift	11:00 p.m. & 7:00 a.m.	20% Additional

Shift premiums are applicable to all hours worked consistent with the above.

**Section 37.5 - “Walk-To” Pay.**

- (A) The EMPLOYER shall pay each driver a fixed amount equal to twenty-four (24) minutes at his or her regular hourly rate as “walk-to” pay each working day to compensate the employee for any time the driver may be subject to the control of the EMPLOYER but not actually performing his or her duties,

such as, but not limited to, walking to and from wardrobe to work stations and changing into and out of uniforms. Such walk-to time shall count toward the driver's minimum call.

- (B) Pursuant to its authority as the assignee of the claims of members of the bargaining unit covered by this Agreement pursuant to Section 96.3 of the California Labor Code and as the exclusive bargaining representative of the unit pursuant to Section 9(a) of the National Labor Relations Act, the UNION acknowledges that it has bargained in good faith with the EMPLOYER concerning the amount of additional time such members are subject to the control of the EMPLOYER and further acknowledges that the twenty-four (24) minutes being paid pursuant to this Agreement and paid pursuant to prior collective bargaining agreements equals or exceeds such time.

## **ARTICLE 38**

### **HOLIDAYS.**

All employees subject to the scope of this Agreement shall receive double time (2x) for work time on recognized holidays (i.e., Christmas Day, New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving Day, Martin Luther King Holiday).

All employees shall receive 3.719% of his/her annual straight work time earnings, including night premiums, as payment for holidays. Holiday pay shall be paid in the same manner as vacation pay.

## **ARTICLE 39**

### **RELIEF BREAKS.**

#### **Section 39.1 - Drivers and Dispatchers.**

All drivers and dispatchers will be provided a ten (10) minute break at the conclusion of two hours and fifteen minutes from the time of reporting or the conclusion of the previous break. The EMPLOYER will arrange to break the South Gate Shuttle Drivers so that their vehicles will not be unattended during breaks.

All drivers, other than Tram Tour Drivers, Standby Shuttle Drivers, Front Hill Shuttle Drivers, and ATV Drivers, are responsible for breaking themselves. If they are unable to break themselves, they shall notify dispatch or the manager or supervisor to whom the Driver is assigned at least fifteen (15) minutes before going into break penalty.

In the event that there should be a violation of this break period, there shall be a penalty calculated as follows, but there shall be no compounding of any penalties.

A straight time allowance at the regular basic hourly rate for the length of the delay; with a minimum allowance of one-half ( $\frac{1}{2}$ ) hour for the first half hour or fraction thereof, and one and one-half ( $1\frac{1}{2}$ ) straight time allowance at the scheduled regular basic hourly rate for each succeeding one-half ( $\frac{1}{2}$ ) hour of delay, or fraction thereof. Such allowances shall be in addition to the compensation for work time during the delay.

### **Section 39.2 - Tram Garage.**

All Tram Garage employees shall be provided with two ten (10) minute breaks per 8-hour shift. To the extent permitted by law, break periods for Tram Garage employees shall consist of a ten (10) minute break prior to the meal period and a ten (10) minute break after the meal period.

### **Section 39.3 - Relief Breaks Noted on Time Card.**

When an employee works over time or into his break, it will be the Dispatchers job to so note it on the time card when penalty occurs, subject to the review of the employee.

## **ARTICLE 40**

### **SENIORITY**

#### **Section 40.1 - Probationary Employees.**

- (A) New employees shall be considered probationary for the first twenty-five (25) days of actual work following at least five (5) days of training, or thirty (30) days of actual work, whichever is sooner.
- (B) No employee other than a probationary employee shall be discharged or otherwise disciplined except for just cause.

## **Section 40.2 - Drivers and Dispatchers.**

- (A) Drivers and dispatchers hired on or before August 1, 1985 shall maintain their current seniority ranking in accordance with the terms and conditions set forth herein.
- (B) Drivers hired after August 1, 1985 shall be assigned Tour seniority in accordance with their driver training class hire date. Within each driver training class the placement shall be:
  - (1) Any grouped drivers from within the UNION shall be given the top seniority numbers within each class, beginning with seniority Group One (1), then Group Two (2), then Group Three (3). If there is more than one driver in any of these groups, those drivers will determine roster rank by a lottery conducted by the Shop Steward.
  - (2) Once the top positions have been established, the remainder of the class will determine roster rank by lottery selection conducted by the Shop Steward.
- (C) Daily calls shall consist of no less than eight (8) hours of work.
- (D) The EMPLOYER shall maintain seniority assignments for all drivers covered hereunder. Such assignments shall be established under the following systems:
  - (1) Tour seniority will be the determining factor for all overtime when practical.
  - (2) All work calls and job assignments shall be made in accordance within the Tour Seniority Roster.<sup>1 2</sup>
  - (3) Overtime on the 6th and 7th day shall be offered to the Tour Roster according to Seniority. This will include any and all non-bid positions

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<sup>1</sup>Notwithstanding any provision of this contract, it is understood by the parties that when the need for drivers arises suddenly and unexpectedly, the EMPLOYER may first call those drivers in geographic proximity to Universal Studios Hollywood.

<sup>2</sup>See Sideletter regarding driver restrictions.

(i.e. Trams, Special Events, etc.). Overtime on the 6th and 7th day for bid positions shall be offered first to the employee holding the position.

- (4) The employee shuttle service will be staffed from the Tour Seniority Roster. If an insufficient number of such employees on a non-overtime basis are available, the EMPLOYER may utilize the UNION's call board.
- (5) Dispatchers will be staffed from the Tour Seniority Roster, but without regard to seniority. The EMPLOYER will post a sign up sheet for those interested in dispatcher positions.
- (6) Call bumping will continue to be offered in accordance with the employees' Tour Roster Seniority subject to the following:
  - (a) To be eligible for call bumping, employees shall:
    - (i) Provide the EMPLOYER with only one (1) telephone or pager number. If an employee does not return a call or page relating to call bumping within ten (10) minutes, the EMPLOYER may skip over such employee regardless of the employee's seniority unless such employee is in the driver's break room.
    - (ii) Indicate on a monthly basis his or her desire to participate in call bumping by signing a request form to be developed by the EMPLOYER with the approval of the UNION. If an employee who has indicated such desire to participate in call bumping refuses three bumps in a one-(1) month period, such employee shall be ineligible for call bumping for the remainder of such month and for the following month.
  - (b) If the time when the need for an additional driver arises and the time of the call is less than two (2) hours, the EMPLOYER may call the most readily available senior employee.
- (7) Calls may be cancelled or changed before the close of the Dispatch Office on the day preceding the call for any day other

than the sixth or seventh day worked in the employee's workweek, or changed with two (2) hours' notice on the day of the call, provided such notice is given after 6:00 a.m. on the day of the call.

- (8) If a driver does not return a call or page from the Dispatch Office by 4:00 p.m., the EMPLOYER may issue a call to the next most-senior driver. Drivers who return a call or page after 4:00 p.m. may still receive a call if one is still available.
  - (9) Drivers who are not on layoff and who have not heard from the Dispatch Office by 4:00 p.m. on the day preceding the driver's next day of work or the date on which the driver is required to return for a designated peak period must call the Dispatch Office no later than 4:00 p.m. on that day. The failure to call the Dispatch Office by 4:00 p.m. may subject the driver to discipline.
- (E) Tour Roster Seniority shall be forfeited if a laid-off employee does not accept recall for:
- (1) That portion of the Summer Season (July 1<sup>st</sup> through and including Labor Day) as the EMPLOYER may direct; and
  - (2) One (1) peak period falling between Labor Day and May 31<sup>st</sup> of each year.
    - (a) Peak periods shall be chosen and posted by the EMPLOYER on or before Labor Day. Peak periods shall normally be of a duration of one (1) week, but in no event will exceed two (2) weeks. Notwithstanding the foregoing, the EMPLOYER may designate a Peak period for Halloween, which may consist of every Friday and Saturday (including nights) during the month of October. In the event a Driver who was designated to work for Halloween Peak is unavailable to work as a result of the DOT "8-80" rule, the Driver will not be deemed unavailable for Halloween Peak, provided the unavailability occurs ONLY during the first Friday and/or Saturday in October, and only upon written proof from his/her other employer of the hours

worked the previous week. This exception shall apply only to first Friday and/or Saturday of October for Halloween Peak.

- (b) Employees shall select at least one (1) peak period from among those designated by the EMPLOYER.
- (c) If too many employees select a particular peak period or too few employees select a particular peak period, assignments shall be made in accordance with Tour Roster seniority.
- (d) Subject to the prior approval of the EMPLOYER, employees who have selected a particular peak period may exchange that peak period with another employee who has selected a different peak period. Requests for such exchanges must be in writing and signed by both employees.

**Section 40.3 - Tram Garage.**

- (A) Employees in the Tram Garage shall be assigned seniority in accordance with their hire date.
- (B) The EMPLOYER agrees to schedule personnel in the Tram Garage in accordance with the following;
  - (1) Priority shall be given to the scheduling of foremen and gang bosses. When shifts are added or eliminated, gang bosses shall be given the opportunity to express their preference for shifts in accordance with their seniority in the position. The Employer shall consider gang boss seniority, among other criteria, when assigning shifts;
  - (2) Providing basic qualifications are met, remaining assignments will be scheduled on a seniority basis:
    - (i) Such designated individuals shall be classified Automotive Mechanic (Occupational Code #3591) for the purposes of Industry and Studio Roster Status. However, such designated individuals shall be placed on their own Classification Roster (Mechanic, Body Person and Service Person) by month and year and any such calls, layoffs, or recalls shall be in the order designated above.

- (ii) All overtime work which shall include Holiday assignments shall be offered in the following order;
  - (a) first to the employee performing the task,
  - (b) second, in the order of seniority by month and year to the other qualified employee, and
  - (c) lastly, if no designated employee is available then to the most senior qualified Automotive Gang Boss Mechanic.

#### **Section 40.4 - Voluntary Resignation.**

An employee wishing to vacate their position on the EMPLOYER seniority roster and accept work calls through the UNION Call Board, shall be required to provide at least two (2) weeks written notice.

In the event that an employee voluntarily resigns, quits, or is discharged for cause from an assignment subject to the scope of this Agreement, then such employee shall immediately and automatically forfeit his/her seniority, pursuant to Paragraph 62 (f)( 1) of the Basic Agreement.

#### **Section 40.5 - Voluntary Lay Off.**

Subject to the provisions of Section 40.2(E), an employee wishing to accept work calls through the UNION Call Board may elect to be voluntarily laid off provided that:

- (A) At the time the employee wishes to be laid off, a laid off or about to be laid off Tour Seniority Roster employee is ready, willing and able to work in his or her place;
- (B) The lay off may not occur during any of the peak periods set forth in Section 40.2(E) unless previously agreed to by the EMPLOYER.
- (C) The lay off shall be for no less than one (1) calendar month; and
- (D) The voluntarily laid off employee shall give the EMPLOYER's dispatch office one (1) day of notice before requesting daily work assignments in accordance with his/her seniority. Unless the EMPLOYER agrees

otherwise, a voluntarily laid off employee must return to work for at least one (1) month before again requesting voluntary layoff.

- (E) Nothing in this section shall be deemed to alter the existing practice concerning “Requests Off” (“RO”).

**Section 40.6 - New Employees.**

- (A) All new employees employed under the scope of this Agreement must complete two (2) years of employment from the date of employment with the EMPLOYER before said employee shall be entitled to vacate his/her position on the EMPLOYER seniority roster and accept work calls through the UNION Call Board.
- (B) The parties acknowledge that they have elected to be part of the multiemployer bargaining unit which is generally covered by the “Black Book” and that experience driving for the EMPLOYER is credited toward eligibility for placement on the Industry Experience Roster (“IER”) pursuant to Paragraph 62 of the “Black Book.” With respect to placement on such IER, the parties agree to the following special rules:
  - (1) Training shall not count as work experience for purposes of IER placement unless such training is completed and the driver is hired;
  - (2) No more than five (5) days of training shall be counted as work experience for purposes of IER placement; and
  - (3) Drivers who fail to fulfill their two-(2) year commitment set forth in sub-section (A) of this section and who obtained placement on the IER in whole or in part due to employment with the EMPLOYER shall, upon written notification by the EMPLOYER to CSATF, forfeit their IER status. Nothing in this section shall prevent such drivers from thereafter obtaining IER status as a result of subsequent employment by another employer in the multiemployer bargaining unit.

**Section 40.7 - Transfer Between Job Classifications.**

Consistent with the provisions contained in Paragraph 62(c) of the Basic Agreement.

**Section 40.8 - Layoff and Recalls.**

- (A) All employees covered under this Agreement shall be laid off and recalled by the EMPLOYER in accordance with their position on the EMPLOYER seniority roster.
  
- (B) After two(2) years of service with the EMPLOYER and except as provided below, any employee who has been voluntarily or involuntarily laid off by the EMPLOYER and who, while on layoff status, accepts work calls through the UNION call board shall be permitted to complete all work related to any call on which he or she is working before being required to return to work by the EMPLOYER. This subsection “B” shall not apply to the summer peak season without the EMPLOYER’s approval unless the employee started the work call on or before April 15<sup>th</sup>. This subsection “B” shall not apply to any other peak season chosen by the employee without the EMPLOYER’s approval.

**ARTICLE 41**

**VACATION AND HOLIDAY PAY.**

All employees subject to this Agreement in any seven (7) day period shall have all shifts of work treated as straight time hours for purposes of vacation and holiday pay accruals up to, but no more than, forty (40) hours per week. Any hours worked beyond forty (40) in such seven (7) day period shall not be so accrued.

**ARTICLE 42**

**DRIVING BY NON-UNIT PERSONNEL.**

**Section 42.1 - Non-unit Personnel.**

Under no circumstances shall golf carts or character cars be used solely for the purpose of shuttling passengers. The UNION Steward or Business Representative will have the right to question the EMPLOYER regarding the driving by non-unit personnel.

If a dispute arises regarding the driving by non-unit personnel, such dispute would be subject to the terms and provisions of the grievance procedure.

**Section 42.2 - Animation Driver.**

During calendar year 1992 the EMPLOYER shall be granted exclusions from Article 34 of this Agreement for animation's personnel operating the animation's service truck. During the calendar years 1993 and 1994 the EMPLOYER shall be granted exclusions for animation's personnel operating two (2) animation's service trucks. During calendar years 1995, 1996, and 1997 the EMPLOYER shall be granted exclusions for animation's personnel operating three animation's service trucks.

**Section 42.3 - Managers May Drive.**

Any salaried Company Manager may drive their own vehicle on Company property. Incidental driving by Managers (Salaried Supervisor(s) included) in the regular course of their assigned duties shall not constitute a breach of this agreement. Passengers may ride with Managers provided that they are going to the same location with the Manager. However, Managers may not operate their own or the EMPLOYER's vehicles so as to provide a shuttle service for other employees - such as taking numerous employees in one "run" trip or making several "runs" to the same location.

**Section 42.4 - Security Driving.**

Solely for safety reasons, security personnel may use their or Company-owned vehicles to escort employees to and from their cars when requested by employees. Security personnel may not utilize vans, buses or similar vehicles to shuttle employees to and from parking lots.

**ARTICLE 43**

**PROPER GEAR**

The EMPLOYER shall issue to each Tour employee covered hereunder, a proper uniform, suitable cold weather clothing and suitable wet weather clothing, which shall include, hat, rubber footwear and boots when required, for which the employee shall be held financially responsible.

The EMPLOYER has agreed to provide seven (7) uniforms per person per week for Mechanics, Service Persons and Body Shop Persons. Rental uniforms (pants and

shirt) worn by Mechanics and Service Persons shall continue to be controlled in their present manner.

## **ARTICLE 44**

### **DISPATCHERS DRIVING.**

Dispatchers, including Lead Dispatchers, may be used as drivers on a part time basis when not needed for a full shift as a dispatcher, provided the dispatcher performs the duties of a dispatcher for at least four (4) hours and provided further that at least one dispatcher is performing dispatch duties in the dispatch office while any other dispatcher is driving.

## **ARTICLE 45**

### **TRAINING.**

A four-(4) hour minimum call shall exist exclusively for the purposes of training, retraining and meetings related to the operation of the Tour. Four-(4) hours calls for training shall be applicable to trainees only. Four-(4) hour calls for retraining shall be mandatory; four-(4) hour calls for meetings shall be voluntary.

The EMPLOYER agrees that all such four-(4) hour calls shall be used solely for the purposes stated above and any abuse will provide the UNION with an opportunity to re-negotiate this reduced four-(4) hour minimum call time.

## **ARTICLE 46**

### **HYPHENATE DRIVERS.**

#### **Section 46.1 - Assignments.**

- (A) There will be up to six (6) Hyphenate Drivers — Animations (3), Maintenance (1), Landscape (1), and Tram Garage (1). The EMPLOYER shall be permitted to hire a seventh (7<sup>th</sup>) hyphenate, if it so desires, and if there are four (4) Local 399 bargaining unit members in the position, the seventh position may be filled with a Local 724 bargaining unit member.
- (B) Persons employed in the Hyphenate Driver job classification may be assigned to perform lot jobs such as routine or minor repairs, maintenance

of buildings and grounds, electrical maintenance, read electrical and hydraulic schematics, trouble shoot and repair hydraulic, and mechanical systems, move furniture and similar facility jobs.

### **Section 46.2 - Job Postings.**

Hyphenate Driver job assignments will be posted for a period of two (2) weeks to allow qualified persons to bid.

- (A) Preference will be given to persons with seniority within their respective bargaining units (listed above) when the employees applying for such bid job possess, in the opinion of the EMPLOYER, the requisite skill, ability and personal qualifications. The parties recognize, however, that it may be necessary for persons from the Drivers' Tour Roster who have less skill and ability to be awarded a hyphenate position which is an entry level position under Local 724's collective bargaining agreement.
- (B) To the extent practicable and consistent with the skill and ability and personal qualification requirements set forth above, the EMPLOYER shall in good faith endeavor to select Hyphenate Drivers on a balanced basis, selecting an equal number of employees to fill Hyphenate Drivers openings from each of the affected locals. However, in no event shall the number of Hyphenate Drivers selected from the Drivers' Tour Roster drop below 50% of all such Drivers.

### **Section 46.3 - Advance Notice.**

Each of the affected Local Unions will be given reasonable advance notice prior to the posting of such bid job(s). Prior to implementation of the bids job, the EMPLOYER will submit to the UNION all pertinent information, such as job description, wage rate, basis of employment and person selected. A person so selected may be retained out of seniority for the duration of the assignment, which shall be for a period of one year unless work is no longer available.

### **Section 46.4 - Wage Rate.**

When performing such work, the employee(s) will be paid the higher of the applicable wage rates, plus an additional \$1.00 per hour. If the applicable wage rate under the Local 724 agreement progresses over time, such progression will be applicable in computing the higher of the applicable wage rates.

## ARTICLE 47

### BID POSITIONS.

#### Section 47.1- The Bid Positions.

The positions subject to bid are as follows:

Two (2) Food and Retail Drivers  
Standby Van Driver  
Front Hill Shuttle Driver  
Amphitheater Driver (As Needed)  
VIP Experience Driver  
VIP Experience Driver (Summer Periods Only)  
Night Scrubber Driver  
ATV Driver<sup>3</sup>

#### Section 47.2 - Awarding of Positions.

Positions will be awarded on the basis of qualifications and seniority (see Section 47.5). In such cases where qualifications are equal, Tour Seniority will be the determining factor.

#### Section 47.3 - Posting of Vacancies.

All vacancies set forth herein shall be advertised by written notice on the bulletin board. Such notices will describe the vacancies which exist. The bidding period will be two (2) weeks. At the end of the bidding period the vacancy will be awarded pursuant to Article 40.

In the event that the successful bidder vacates the bid position, the job will be re-posted and the vacancy will be awarded pursuant to Article 40 for the duration of the original bid.

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<sup>3</sup>All ATV Bid Drivers shall receive a premium of 25¢ per hour for such work.

**Section 47.4 - Refusal to Bid.**

Employees failing to bid on the posted position within the posting period shall be considered as having refused to bid, and as such, will have no claim with respect to that particular position. The EMPLOYER will then be free to assign the position to the least Senior qualified employee. Nothing contained herein shall in any way preclude the EMPLOYER from filling any vacancy and/or position on a temporary basis.

**Section 47.5 - Refusal by Bidder to Accept Awarded Position.**

If a bidder is awarded the position and refuses to accept the same, such bidder shall be ineligible for, and precluded from again bidding for any position for a period of six (6) months thereafter.

**Section 47.6 - Qualifying Period.**

Each successful applicant (who has been awarded a vacant position consistent with the terms herein) shall be subject to a qualifying period of thirty (30) working days. In such cases where an employee is not qualified for the position which he/she has been awarded, such employee shall be restored to the former position, without loss of Tour Seniority.

**Section 47.7 - Duration of Bid Position.**

The positions listed above which are awarded shall be maintained by the successful applicant for a period of no less than one (1) year. On an annual basis between January 15th and January 30th, each of the above bid positions shall be open for bid and re-posted as described herein.

Nothing in this Agreement shall prevent the EMPLOYER from establishing additional bid assignments (other than those positions identified above), at any time, which may be held by the successful applicant for any period of time as posted.

**Section 47.8 - Notification to UNION.**

A list of applicants bidding for each posted position shall be furnished to the UNION, designating the successful applicant, no later than five (5) working days after the position has been awarded.

**Section 47.9 - Other Assignments.**

It is agreed and understood by the parties that nothing contained herein shall preclude the EMPLOYER from assigning a successful bid applicant, as defined above, as a tram driver, a bus driver or a shuttle driver during such periods as operational conditions may require. It is further agreed and understood by the parties that nothing contained herein shall preclude the EMPLOYER from assigning a successful bid applicant, as defined above, as a tram driver trainer during such periods as operational conditions may require. Should a successful bid applicant be assigned as a tram driver trainer for a period exceeding three (3) months, then either the bid applicant shall return to the bid position or the bid position shall be put up for re-bid for the remainder of the duration of the bid position. At such times as bid positions referred to above are not required, the individuals holding such positions shall be employed consistent with their Tour Seniority status.

**Section 47.10 - Ten-(10) Hour Shifts for Bid Positions.**

Notwithstanding the provisions of Section 37.3(A) of this Agreement, the EMPLOYER may establish 10-hour straight-time shifts for bid positions subject to the following conditions:

- (A) Time and one half shall be paid for all work in excess of ten (10) hours in one day and/or forty (40) hours in one week;
- (B) Sections 37.1(B) and (D) shall continue to apply;
- (C) Scheduling on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day is at the sole discretion of the EMPLOYER and may be for eight-(8) hour shifts;
- (D) The Driver shall be scheduled for no less than four (4) consecutive 10-hour shifts in one workweek;
- (E) The EMPLOYER shall give the affected Driver at least one (1) week's notice of any change from a workweek consisting of five (5) consecutive 8-hour shifts to four (4) consecutive 10-hour shifts and from four (4) consecutive 10-hour shifts to five (5) consecutive 8-hour shifts; and
- (F) For purposes of any wage rate or benefit computed by counting shifts worked, each 10-hour shift shall be counted as 1.25 shifts, such that four 10-hour shifts shall equal five 8-hour shifts.

## **ARTICLE 48**

### **SAFETY.**

Employees shall immediately report all defects of equipment or accidents in which they are involved. Such reports shall be made on forms furnished by the EMPLOYER. Upon an employee's request, he/she shall be provided with a copy of an accident or vehicle report which pertains to them.

The EMPLOYER shall not require an employee to take out equipment that has been reported as being in an unsafe operating condition until that equipment is checked out and approved by an authorized representative of the EMPLOYER or the Transportation Department.

An employee who believes an unsafe conditions exists, shall be required to immediately report such condition to his/her supervisor, the Safety Committee, or Accident Review Board without delay. The EMPLOYER shall immediately investigate the condition.

## **ARTICLE 49**

### **DISCIPLINE**

#### **Section 49.1 - Timing of Discipline.**

Except in the case of an accident subject to submission to the Accident Review Board, discipline shall be imposed within thirty (30) days of the date that USH management knew or reasonably should have known of the incident giving rise to discipline. This time limit may be extended by mutual agreement between the EMPLOYER and the UNION.

#### **Section 49.2 - Disciplinary Documents.**

The EMPLOYER agrees that it will not introduce disciplinary documents, except those resulting in suspension or termination, as evidence in any grievance procedure or labor arbitration arising under this agreement, if such document was issued more than twelve (12) months prior to the incident giving rise to the arbitration. This provision shall not apply where there is a similar incident or reoccurrence of the problem giving rise to the discipline during the following twelve (12) month period. This provision is also

inapplicable to the introduction into evidence of disciplinary documents of other unit employees to show consistency in the administration of discipline.

**Section 49.3 - Removal of Disciplinary Documents.**

At the employee's request, all disciplinary documents excepting those resulting in suspension or termination, shall be removed from the employee's file twelve (12) months after being issued, unless there is a reoccurrence of the problem or a similar incident during the twelve (12) month period from the date of the occurrence.

**ARTICLE 50**

**JOINT ACCIDENT REVIEW BOARD.**

- (A) In order to promote continued labor/management cooperation in ensuring a safe environment for all Universal Studios Hollywood employees and guests, a Joint Accident Review Board shall be established. The Accident Review Board shall be comprised of three (3) representatives from the Tour Seniority Roster appointed by the Steward and three (3) representatives from the EMPLOYER. Appointed representatives must be persons who were not involved in any of the accidents to be reviewed. In the event of a tie decisions by the Board regarding the chargeability of an accident the EMPLOYER shall make the final determination.
- (B) In the event of a tie decision by the Board, where the EMPLOYER makes the final determination that the accident is chargeable, the EMPLOYER will consider imposing a lesser degree of discipline.
- (C) At least 24 hours prior to any Board hearing, each party will provide to the other all available written and/or tangible evidence, including exculpatory evidence, relating to the accident in question.
- (D) At the employee's request, all references to an accident (including Board findings of chargeability), excepting those resulting in suspension or termination, shall be removed from the employee's file twelve (12) months after the accident, unless there is a reoccurrence of the problem or a similar incident during the twelve (12) month period from the date of the accident.

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**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Melissa Lopez  
Vice President, Labor Relations

**FOR STUDIO TRANSPORTATION DRIVERS, TEAMSTERS LOCAL NO. 399  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas C. Marchetti  
Business Representative

<b>SCHEDULE "A"</b>				
<b>Job Classification</b>	<b>5/11/07</b>	<b>5/11/08</b>	<b>5/11/09</b>	<b>5/11/10</b>
<b><u>DISPATCHERS</u></b>				
New Dispatcher (1 <sup>st</sup> 100 Shifts) <sup>4</sup>	\$1.50 above the employee's applicable hourly rate.			
Dispatcher	\$2.50 above the employee's applicable hourly rate.			
Lot Dispatcher	\$2.50 above the employee's applicable hourly rate.			
Lead Dispatcher	\$3.50 above the employee's applicable hourly rate.			
Trainer	\$2.50 above the employee's applicable hourly rate.			
Lead Trainer	\$3.50 above the employee's applicable hourly rate.			
<b><u>DRIVERS</u></b>				
Trainees (First 75 Shifts)	\$17.00	\$17.50	\$18.00	\$18.50
Tier 4 (After 75 shifts)	\$21.60	\$22.36	\$23.25	\$24.18
Tier 3 (After 400 Worked Shifts) <sup>5</sup>	\$23.28	\$24.09	\$25.06	\$26.06
Tier 2 (After 750 Worked Shifts)	\$24.58	\$25.44	\$26.46	\$27.52
Tier 1 (After 1000 Worked Shifts)	\$28.31	\$29.30	\$30.47	\$31.69
<b><u>GARAGE PERSONNEL</u></b>				
Gang Boss Mechanic	\$32.73	\$33.88	\$35.23	\$36.64
Mechanic	\$30.69	\$31.76	\$33.03	\$34.35
Body Person	\$31.39	\$32.49	\$33.79	\$35.14
Parts Person	\$25.66	\$26.55	\$27.62	\$28.73
Service Person	\$19.17	\$19.84	\$20.63	\$21.46

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<sup>4</sup>Promoted on or after May 30, 2001. Also includes New Lot Dispatchers for the first 100 shifts, which shall be as a Dispatcher and/or as a Lot Dispatcher.

<sup>5</sup> Employees who were in Tier 4 under the 2004-2007 Agreement as of May 10, 2007, and who do not have 400 shifts as of May 11, 2007, will receive \$1.00 above the old Tier 4 rate (\$21.67) or \$22.67 until such time as they complete 400 shifts.

There shall be a cap on the number of drivers in each tier as follows:

<u>Tier</u>	<u>May 11, 2007</u>	<u>May 11, 2008</u>	<u>May 11, 2009</u>
1	35	38	41
2	35	35	35
3	30	30	30
4		No Cap	

Drivers shall advance to the next tier in the order in which they achieved the required number of shifts. However, if more than one driver achieves the required number of shifts within a two (2) week period, Tour Roster Seniority shall prevail. If there is no room in a particular tier because of the above stated caps, the driver who first achieved the required number of shifts (subject to the two-week window) shall be the next driver to advance. In the event of any ties, Tour Roster Seniority shall prevail.<sup>6</sup>

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<sup>6</sup>The EMPLOYER is solely responsible for tracking driver shifts and movement on Tiers.

### **SIDELETTER RE: READY ROOM**

The EMPLOYER will continue to provide a Ready Room for drivers and other employees covered by this Agreement.

The EMPLOYER will post a plaque in the building in which the Ready Room is located in memory of Tommy James and Stanley Pegram.

### **SIDELETTER RE: ATTENDANCE POLICY**

The EMPLOYER's Attendance Policy, as modified during negotiations, has been attached as an Exhibit to this Agreement.

### **SIDELETTER RE: EMPLOYEE INVOLVEMENT COMMITTEE**

The parties agree to establish an "Employee Involvement Committee" comprised of union and employee representatives and management representatives, which will meet quarterly to discuss issues and concerns relating to this Agreement and employment at USH.

### **SIDELETTER RE: NEGOTIATIONS**

During negotiations for the 2004-2007 Agreement, both parties made proposals which were later withdrawn. The parties agree that neither the making of any proposal nor the subsequent withdrawal of that proposal shall be deemed to waive or in anyway modify a party's position on the subject and both parties shall be entitled to retain their respective positions on the topics.

### **SIDELETTER RE: HOLIDAY SHIFTS**

The parties have agreed that when a holiday falls later in the work week (e.g., Good Friday), drivers shall indicate whether they want to forego a shift earlier in the week in the hope of being scheduled for the holiday. Drivers who elect to forego a shift earlier in the week are not guaranteed the holiday shift later in the week.

## **SIDELETTER RE: GOLF CARTS**

1. The EMPLOYER shall not be required to employ a Local 399 driver to operate any of its golf carts when used in the following capacities:
  - a. When persons operating or being transported on the golf cart would otherwise travel on foot or bicycle;
  - b. When materials transported on the golf cart are of the type that have previously been transported in a single trip by a single person on foot, by bicycle, or by push-type carts, such as handtrucks, etc., or
  - c. When as a matter of past practice the categories of persons or materials transported on the golf cart have not routinely been transported in a vehicle operated by a Teamster driver.
2. Non-supervisory craft persons shall not transport any passengers on golf carts. The term “non-supervisory craft persons” is defined as O.P.E.I.U. Local 174 employees and I.A.T.S.E. and non-Teamster Basic Craft employees below the level of gang boss.
3. No more than two persons (one driver and one passenger) are allowed on a golf cart when driven by a Gang Boss (or Lead / Foreman) or above.
4. The EMPLOYER shall be permitted to operate up to three (3) clearly marked and identifiable four (4) seat golf carts which may only be operated by a Vice President or above.
5. The EMPLOYER shall distribute to all employees a notice in the form attached hereto as Exhibit A.
6. It is the intent of the parties that this side letter not be utilized to displace Local 399 drivers who have traditionally performed driving work at Universal nor to expand the jurisdiction of Local 399 with respect to golf carts.
7. In the enforcement of this agreement, the parties shall establish a golf cart committee composed of the Union Business Representative or his/her designee and a Vice President of Labor Relations or his/her designee. Any claimed violation of this side letter agreement shall first be discussed by the golf cart committee. In the event the committee cannot resolve the issue in dispute, the issue shall be presented in Step 2 of Article 6 of the grievance procedure and shall thereafter be subject to the

subsequent provisions of Article 6. Local 399 drivers shall not interfere with or disrupt the use of any golf carts at Universal.

8. When the Park operates Halloween Horror Nights, the EMPLOYER shall be permitted to operate four additional (4)-seat golf carts and, if driven by a Gang Boss (or Lead/Foreman) or above, and may transport 3 people in addition to the driver, if and only if the EMPLOYER has run the list of drivers that day.
9. This provision shall not apply to Loss Prevention personnel. Two (2) Loss Prevention personnel may ride together and drive one-another in a golf cart.

## Exhibit A

### GUIDELINES FOR USE OF COMPANY GOLF CARTS

As you should know, the Company and Teamsters Local 399 have been parties to a collective bargaining agreement for many years. Under this collective bargaining agreement, Teamster drivers are entitled to operate most vehicles used to transport persons and materials. In order to lessen the number of grievances, these guidelines are designed to remind you of the limitations on the use of golf carts.

#### Use of Golf Carts

**Who may drive:** Any person authorized by his/her department to drive a cart, provided that the reason for travel is work related. Golf carts are not to be used to drop a friend off at Citywalk.

**Who may ride:** If the driver is a Gang Boss (or Lead / Foreman) and above, only one passenger may ride, provided that the reason for travel is work related. If the driver is not a Gang Boss (or Lead / Foreman) and above, then no passengers are permitted.

**Limitations:** No hauling of tools, supplies, merchandise, or other materials except those of a type and quantity that could be transported in a single trip by a single person on foot, by bicycle or by push-type carts such as handtrucks, etc.

#### Safety Guidelines

A golf cart is a motor vehicle and drivers must adhere to general safety principles while operating any such vehicle on the premises of Universal Studios Hollywood. These general safety principles include, but are not limited to, observation of all posted traffic and speed rules and signs, as well as the general rules of vehicle operation required by the State of California. In addition, golf carts are not to be loaded in such a way as to be unsafe.

**Please Remember, Trams Have the Right of Way at All Times.**

FAILURE TO ADHERE TO ANY OF THE ABOVE STATED COMPANY  
GUIDELINES MAY RESULT IN DISCIPLINARY ACTION.

## **SIDELETTER RE: CHARACTER DRIVING**

- i. The parties have an established past practice of permitting recognizable face and costume characters to drive Company vehicles at Universal Studios Hollywood (hereinafter, the “Park”) under certain conditions. Examples of “recognizable face and costume characters” include, but are not limited to, Laurel and Hardy, Beetlejuice, Marx Brothers, Marilyn Monroe, Spiderman, Green Goblin, Doc Brown, Blues Bros., etc., as well as future recognizable face and costume characters; excluded are “generic” characters such as elves.
- ii. The parties also have an established past practice of permitting other types of performers to drive Company vehicles in the Park under certain conditions. Examples of “other types of performers” include, but are not limited to, stunt performers, Halloween “scaractors,” traffic cops, “limo drivers” for look-alike celebrities; excluded are “generic” characters, such as elves.<sup>7</sup>
- iii. The parties desire to reduce these past practices to writing so that employees and Management understand the particulars of the practices.
- iv. Recognizable face and costume characters (examples of which are set forth in paragraph (i)) and other types of performers (examples of which are set forth in paragraph (ii)) may drive Company vehicles, alone or with other characters, under the following conditions:
  - (1) The vehicle being driven must be part of a performance in front of the public;
  - (2) The vehicle being driven must not be solely a means of transportation for any person or prop;
  - (3) The vehicle being driven must not tow a trailer;
  - (4) The vehicle being driven must not be on the back lot except as part of a performance;

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<sup>7</sup> When “other types of performers” are driving, they must actually be part of any act or skit; where the driving is purely driving, Tour Roster Drivers will be issued costumes and do the driving.

- (5) Any passenger riding in the vehicle must be another character/performer with a part in the performance in which the vehicle is used; and
  - (6) The vehicle may be driven by a character/performer from and to a designated parking or staging area related to a specific performance (e.g., from the vehicle parking location to the Entertainment Center for a performance and back to the vehicle parking location); however, a character/performer may not drive a vehicle from one parking or staging area to another, from one performance area to another, from the upper lot to the lower lot/back lot, or from the lower lot/back lot to the upper lot except as part of a performance.
- v. Bargaining unit members may be required to dress in generic costumes (such as elves) for purposes of driving in a performance.
  - vi. For purposes of this sideletter only, the term “performance” shall include parades and/or motorcades taking place in the Entertainment Center or Studio Center and a situation in which recognizable face and costume characters are merely on display to the public or to enhance a tour.
  - vii. Non-bargaining unit employees may not drive a vehicle to the Tram Garage or similar facility for gas or repairs.
  - viii. Tour Roster Drivers who fit the “look” for a recognizable face or costume character assigned to drive shall be given first consideration for such a position. The Company shall notify the Union at least two (2) weeks in advance of all such position openings and shall simultaneously post such notice in the Driver break room.

**SIDELETTER RE: DRIVER MEDICAL RESTRICTIONS**

April 5, 2007

VIA FACSIMILE AND U.S. MAIL

Tom Marchetti  
Business Representative  
Studio Transportation Drivers  
Teamsters, Local 399  
4747 Vineland Ave.  
North Hollywood, CA 91602

Re: Accommodating Drivers' Medical Restrictions  
Preventing Them From Driving the ATV

Dear Tom:

The purpose of this letter is to confirm the agreement reached between Universal Studios Hollywood ("USH") and Studio Transportation Drivers, Teamsters Local 399 ("the Union") regarding the process for accommodating Studio Tour Drivers with medical work restrictions that prevent them from driving certain vehicles.

As you know, Studio Tour Drivers are required to drive a variety of types of USH vehicles through the course of their shifts, including, but not limited to, the Studio Tour trams, employee shuttling vans, various trucks, and the Alternate Transport Vehicle ("ATV"), which is a modified van that is used to transport disabled guests around the park. Driver shift assignments are made daily, based on attendance projections and Driver seniority (and Driver availability in seniority order). All driving assignments, except for bid assignments, are subject to change throughout the day and some driving assignments (i.e. which type of vehicle the Driver must drive) are based on the time the shift starts (the "call time"). The number of different types of vehicles needed and used each day fluctuates from day-to-day, and even throughout the day, depending on

attendance levels and whether or not there are any special events, etc. Therefore, all Drivers scheduled must be able to operate all of the vehicles we run in the park.

Specifically, regarding the ATV, the contract between USH and the Union provides for one bid position. Thus, for 40 hours per week there is a specific Driver for the ATV. However, an ATV driver is needed, at least, for all hours that the Park is in operation. Therefore, additional drivers have to be scheduled to cover when the bid Driver is on break or not working. Additionally, depending on projections, there may be a need for more than one ATV at a time. Thus, additional drivers have to be scheduled and/or assigned during their shift to drive the ATV to cover the additional need. Consequently, the Drivers scheduled each day need to be able to drive the ATV (and other vehicles) to cover the driving needs that arise during their shifts. However, it is not usually the case that every driver scheduled in a given day will have to drive the ATV.

As you know, from time to time, employees present medical restrictions. Some of the physical restrictions prevent the employee(s) from driving specific vehicles, including, but not limited to, the ATV. As we have discussed, USH cannot always accommodate all the Drivers who have restrictions with other driving shifts. Further, the parties have agreed that USH need not and should not bypass the seniority provisions and rights under the contract to accommodate drivers with restrictions. Therefore, USH and the Union have agreed to the following procedure for determining which Drivers will be accommodated with other driving shifts each day as set forth below.

As we explained in our meeting, when attendance is low, fewer Drivers are scheduled for the day. Therefore, on relatively low attendance days, there is less opportunity to accommodate Drivers by assigning them other driving shifts (because the fewer Drivers need to be versatile and able to be assigned to any vehicle that is needed, including the ATV). However, on relatively higher attendance days, there are more Drivers scheduled, so more are available to drive the various vehicles, such as the ATV (of course, these are also days when it is more likely that USH will have to schedule more ATVs to accommodate guest need). Based on this inverse relationship (low attendance generally resulting in less accommodation opportunities and higher attendance generally resulting in more accommodation opportunities), USH will make accommodation assessments daily, along with the daily schedule, first considering projections and any other special events to determine the number the various types of vehicles needed (including the ATV). Then, USH management will determine, based on the need and the number of Drivers scheduled, how many Drivers can be accommodated with other driving jobs on each day.

Because the number of Drivers with restrictions may exceed the number of other driving jobs available, while some Drivers will be offered other driving jobs, the remaining Drivers with restrictions will not be offered a shift that day. As agreed upon by the parties, USH will offer the “accommodating” driving assignments to the Drivers with restrictions, in seniority order. For example, if USH can only accommodate 2 Drivers by giving them other driving shifts on a particular day, the two most senior Drivers with restrictions will be offered the shifts first. Assuming they accept the shifts, the other Drivers with restrictions will not be offered a shift that day.

Additionally, the parties agreed that if USH were unable to schedule a Driver in a particular call-time because of his/her restrictions, USH would not schedule the Driver for that call-time. If the Driver has sufficient seniority to be scheduled for another call-time, the Driver will be scheduled as such; if the Driver does not have sufficient seniority, the Driver will not be offered a shift.

Thank you for your cooperation in resolving this issue. We believe that after going through this interactive process with you on behalf of your members, a viable arrangement has been identified that addresses your members’ needs and our business requirements, without bypassing seniority. Please contact me immediately if this does not conform to your understanding of the agreement between the parties. Otherwise, please indicate the Union’s agreement to the terms set forth above by signing below.

Best Regards,

S/  
Melissa P. Lopez

ACCEPTED AND AGREED:

S/ \_\_\_\_\_ Date \_\_\_\_\_  
Tom Marchetti  
Business Agent  
Studio Transportation Drivers, Teamsters Local 399