

June 3, 2022

**STUDIO TRANSPORTATION DRIVERS  
LOCAL UNION NO. 399 OF  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
AND  
UNIVERSAL STUDIOS HOLLYWOOD  
  
MEMORANDUM OF AGREEMENT**

Universal Studios Hollywood (“USH” or “Employer”) and Studio Transportation Drivers Local Union No. 399 of the International Brotherhood of Teamsters (“Local 399” or “Union”) are party to a collective bargaining agreement that was made effective May 11, 2018. The parties have met and reached a tentative agreement for a successor collective bargaining agreement. Such successor collective bargaining agreement shall contain the provisions of the May 11, 2018 agreement, except as modified below. A copy of the May 11, 2018 agreement is attached for reference. This tentative agreement is subject to ratification by the bargaining unit’s membership.

Underlined text indicates new language. Strikethrough text indicates deleted language. Bracketed text is for reference but will not appear in the agreement.

**1. Term**

Three-year contract: May 11, 2022 through May 10, 2025.

**2. Employment Verification Letter – new Section 3.5**

**Section 3.5 – Employment Verification Letter**

“Once an employee has completed the twenty-fifth (25<sup>th</sup>) working day following at least five (5) days of training, and upon written notification to the EMPLOYER’s designee by the employee or shop steward, the Employer shall, within ten (10) calendar days, submit an Employment Verification Letter (the “EVL”) to Contract Services, with copies provided to the Union and one designated shop steward. If the EMPLOYER has not sent the letter within this timeframe, the Union, Steward and/or Employee shall submit written notification to the Employer, which notification will be deemed to satisfy Step One of the parties’ grievance and arbitration procedure in the event the matter is not resolved, after which the Employer shall have ten (10) calendar days to submit the EVL before any claim for violation of this section may stand.”

### 3. Grievance and Arbitration (Article 6)

Amend Section 6.2 accordingly:

#### 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) calendar 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) calendar days after receipt of such written notice, the Business Representative of the UNION and the designated representative of the EMPLOYER ~~must~~ shall immediately discuss the matter and the grievance shall be settled if at all possible. Such discussion may be in person, by phone, or by virtual meeting. The parties may mutually agree that the discussion be held over email. Both parties further agree to grant reasonable requests for an extension of the ten-calendar-day time limit. The decision, if any, of these representatives shall be final and binding upon the parties and the employees concerned.”

Amend the first and fourth paragraphs of Section 6.3 accordingly:

#### 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 panel shall schedule the order of the grievances to be heard. Prior to beginning the hearing, the panel shall attempt to assist the parties in mutually resolving

the grievance. If the parties fail to resolve the grievance with the assistance of the panel, either party shall have the right to opt out of the Step Three hearing before it begins and may instead proceed to arbitration. If neither party opts out of the Step Three hearing, 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 twenty (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.

“ . . . . ”

#### **4. Health and Welfare Fund (Article 8) and Defined Benefit Pension Plan (Section 9.2)**

Amend Article 8 accordingly:

##### **Article 8 – Health and Welfare Fund**

“The provisions of the Black Book Basic Agreement, Article 11 and Article 13, as the same may be amended from time to time, are incorporated by reference herein. ~~Should the Motion Picture Industry Health Plan increase its employer contribution rates in 2018 and 2021,~~ The EMPLOYER agrees to make the same adjustment to the employer contribution rates to the Motion Picture Industry Health Plan at the same time, and on the same basis as the 2021-2024 Black Book Basic Agreement, Article 11 and Article 13. The EMPLOYER further agrees to make any adjustments to the employer contribution rates to the Motion Picture Industry Health Plan at the same time, and on the same basis as may be negotiated by the AMPTP and the Union in a successor to the 2021-2024 Black Book Basic Agreement for the remaining term of this agreement between the EMPLOYER and UNION.

The UNION and the EMPLOYER shall, on an annual basis, jointly request a letter from the Motion Picture Industry Health Plan certifying that the Plan is in compliance with the Affordable Care Act.”

Amend Section 9.2 accordingly:

##### **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 contribute the full contribution rate of the Defined Benefit Plan per the Black Book Basic Agreement, Article 12 ~~only the following hourly amount: \$1.8065 per hour.~~ Should the Motion Picture Industry Pension Plan (the defined benefit plan) increase its employer contribution rates in ~~2018 and 2021~~ a successor to the 2021-2024 Black Book

Basic Agreement, the EMPLOYER agrees to make the adjustment at the same time, and on the same basis as the Black Book Basic Agreement, Article 12 for the remaining term of this agreement between the EMPLOYER and UNION.”

## **5. Vacation (Sections 18.3 and 18.4)**

Amend Sections 18.3 and 18.4 accordingly:

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

The vacation pay provisions of the parties' expired 2018-2022 CBA apply through December 31, 2022. Effective May 11, 2005 January 1, 2023, 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)~~ six (6) consecutive "Eligible Years," with an aggregate of not less than ~~1,600~~ 1050 days worked with the EMPLOYER in such ~~eight (8)~~ six (6) 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)~~ six (6) Eligible Years, and days worked in such Year shall not be counted in computing the required aggregate of ~~1,600~~ 1050 days to be worked in such ~~eight (8)~~ six (6) 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.

....”

**Section 18.4 - Additional Two Percent (2%) Vacation Pay Provisions.**

The vacation pay provisions of the parties' expired 2018-2022 CBA apply through December 31, 2022. Effective ~~May 11, 2005~~ January 1, 2023, 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)~~ fifteen (15) 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%)~~ two percent (2%) more in vacation pay (for a total of ~~seven percent (7%)~~ eight percent (8%) 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)~~ twenty (20) 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%)~~ two percent (2%) vacation pay and time off as provided in this Section 18.4.

#### **6. Bereavement Leave (Section 27.2)**

Amend Section 27.2(B) accordingly:

“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. If requested by the employee, the EMPLOYER will grant an additional two (2) days of unpaid bereavement leave if the death occurred in California and an additional three (3) days of unpaid bereavement leave if the death occurred outside of California. The EMPLOYER may request documentation as a condition of granting a request for paid time off under this Section.”

#### **7. Tool Allowance (Section 32.4)**

Amend Section 32.4 accordingly:

“Mechanics and Body Persons shall be given a tool allowance of ~~five~~ four dollars (~~\$4~~\$5.00) per day up to a maximum of ~~twenty~~ twenty-five dollars (~~\$20~~\$25.00) per week. Service Persons shall be given a tool allowance of ~~two~~ two dollars and fifty cents (~~\$2~~\$2.50) per day up to a maximum of ~~ten~~ twelve dollars and fifty cents (~~\$10~~\$12.50) per week.”

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## **8. Cross Training Automotive Service Employees (Sections 36.3 and 34.2)**

Amend Sections 36.3 and 34.2 accordingly:

### **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. If any Automotive Service Employee works four hundred (400) or more hours performing Mechanics' work, then that Automotive Service Employee shall thereafter receive the Mechanic's rate for any shift in which the Automotive Service Employee performs Mechanics' work. The type of work performed by Service Employees described in Section 34.2 does not count as Mechanics' work for purposes of this Section.

### **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. The parties agree that "minor mechanical repairs" includes the following non-exhaustive list of examples: plugging and patching tires; oil and filter changes; greasing and lubing equipment; changing batteries (other than EV batteries on electric trams); jump-starting vehicles; changing lights and wipers; assisting a Mechanic on a service call; and assisting a Mechanic on a repair.

## **9. Wage Rates (Section 37.1)**

Amend Section 37.1(D) accordingly:

- (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~~ \$4.00 per hour. The EMPLOYER shall post a list of ASE certificates eligible for the premium.

## **10. Holidays (Article 38)**

Amend Article 38 accordingly:

"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). If the EMPLOYER

agrees to provide eleven (11) holidays in any other collective bargaining agreement, the EMPLOYER will add Juneteenth as a holiday in this agreement and change the holiday percentage identified in the next paragraph from 4% to 4.41% as of January 1 of the year in which that eleventh holiday is effective pursuant to that other collective bargaining agreement.

All employees shall receive ~~3.719~~ 4.00% 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.

Employees who desire to work a holiday must notify Dispatch, in writing, no later than 10:00 a.m. the Saturday prior to the workweek of the holiday.”

#### **11. Housekeeping re: Section 40.2(e)(3) – Drivers and Dispatchers**

Amend Section 40.2(e)(3) accordingly:

- (3) “For summer peak, the April 15<sup>th</sup> production deadline for non-new hires in Article 40.78(8) shall apply.”

#### **12. Layoff and Recall (Section 40.7(B))**

Amend Section 40.7(B) accordingly:

- (B) After three (3) years of service with the EMPLOYER and except as provided above and below, any employee who has been voluntarily laid off (“VLO” pursuant to Section 40.7(C)), 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 period without the EMPLOYER's approval unless the employee started the work call on or before April 15<sup>th</sup>. However, no more than ten (10) employees on VLO leave immediately preceding the summer peak, identified in seniority order, are entitled to avail themselves of this “April 15<sup>th</sup>” exception. This subsection "B" shall not apply to any other peak period chosen by the employee without the EMPLOYER's approval.”

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### 13. Layoff and Recall (Section 40.7) and Relief from Peak (Section 40.2(E)(4)(a)(ii))

Add a new Section 40.7(C) re: Voluntary Lay Off:

- C. Voluntary Lay Off (“VLO”): An employee who has completed three (3) years of employment and does not work in the Tram Garage (the “senior employee”) may elect to be voluntarily laid off provided that:
- 1) At the time the senior employee volunteers to be laid off, another, less senior employee (“junior employee”) is laid off or about to be laid off; and
  - 2) The junior employee is able to work in his or her place; and
  - 3) The junior employee is the most senior laid off employee willing to accept the assignment; and
  - 4) The lay off does not occur during any of the peak periods set forth in this Agreement, in which case the VLO does not require Employer approval (however the Employer approval would be required for VLOs during peak periods); and
  - 5) The layoff shall not last less than thirty (30) calendar days, unless the layoff begins in a non-peak period and ends in a peak period, in which case the layoff shall last until the first day of peak season or to another mutually agreed upon date; and
  - 6) The employee on VLO must notify the dispatch office by noon of the day prior to returning to work. An employee who elects to go on VLO must notify the dispatch office by no later than noon of the day before the start of the employee’s VLO; and
  - 7) Nothing in this section shall be deemed to alter the existing practice concerning “Requests Off” (“RO”).
  - 8) Call Back
    - a. If a need for Drivers arises during a non-peak period, and a Driver is on a VLO, and the roster has been exhausted for the following day, then Driver Dispatch can contact the Driver on VLO and ask if the Driver can accept a shift for the following day.

- b. The call for the shift is voluntary for the Driver.
  - c. If the Driver accepts the shift, the Driver shall not be removed from VLO status. Once the shift is completed, the Driver returns to VLO status for the remainder of the VLO.
- 9) No more than ten percent (10%) of active (non-LOA) drivers who have a roster rank may be on VLO leave at any one time.
- 10) An employee who is “scheduled off” (i.e., “SO”) for a day is not deemed “laid off” under this Section.
- 11) Employees on VLO status may not use vacation or sick time during such period.

Add a new Section 40.7(D) re: Own Accord:

D. Own Accord (“OA”) Status

- 1) An employee who has completed three (3) years of employment, does not work in the Tram Garage, and is laid off by the Employer, may elect to be on OA status.
- 2) OA status is unpaid time off taken by an employee during a non-peak period that is not deducted from any of the employee’s accrued leave.
- 3) OA leave does not require Employer approval.
- 4) OA shall only excuse an employee from shifts occurring on Monday through Friday.
- 5) The employee on OA status must notify the dispatch office by noon the day before requesting to end the employee’s OA leave. An employee who elects to go on OA status must notify the dispatch office by no later than noon of the day preceding the start of the employee’s OA leave.
- 6) OA status lasts until the first day of the next peak period, or until the employee elects to return to regular availability, whichever is sooner. However, the employee may remain on leave under other

provisions of this Agreement or law.

- 7) Nothing in this section shall be deemed to alter the existing practice concerning "Requests Off" ("RO").
- 8) No more than five percent (5%) of active (non-LOA) drivers who have a roster rank may be on OA leave at any one time.
- 9) Employees on OA status may not use vacation or sick time during shifts from which the employee is excused from work pursuant to subparagraph 4 above.
- 10) Employees on OA leave cannot avail themselves of the "April 15<sup>th</sup>" exception described in Section 40.7(B).

Amend Section 40.2(E)(4)(a)(ii) accordingly:

- (ii) The EMPLOYER will grant such requests for up to at least seven (7) drivers per peak period. If the EMPLOYER receives more than seven (7) requests per Peak period, the EMPLOYER will grant the requests in seniority order. The EMPLOYER shall determine, in its sole discretion, how many of any additional such requests it will grant for a particular peak period, if any, which will If any requests are to be granted, they shall be granted in seniority order. Employees whose requests have been granted and such employees will not be subject to recall for the applicable peak period(s) for which their requests were granted.

#### **14. Bid Positions (Sections 47.7 and 47.9)**

Amend Section 47.7 accordingly:

##### **Section 47.7 – Duration of Bid Position**

"All The positions listed above which are awarded pursuant to a bid shall be maintained by the successful applicant for a period of no less more than six (6) months one (1) year. With respect to the bids identified in Section 47.1 above, the EMPLOYER will, On an annual basis between January 15th and January 30th, and between July 15<sup>th</sup> and July 30th, each of the above bid positions shall be re-post and open the positions for bid and re-posted pursuant to the procedures as described herein."

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Amend Section 47.9 accordingly:

**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.”~~

**15. Joint Accident Review Board (Article 50)**

Amend Section (C) of Article 50 accordingly:

(C)

- (1) The parties will convene the Accident Review Board (“ARB”) once per month to review accidents that occurred earlier than twenty-one (21) days before the date of the ARB. The parties agree to grant reasonable requests to delay an ARB hearing. The parties further agree to grant reasonable requests to review a specific accident at a later date or subsequent ARB hearing.
- (2) The parties may mutually agree that certain accidents do not require ARB review. Prior to the date of the ARB, a representative from the EMPLOYER and a representative from the UNION will discuss the accidents pending for review and may mutually agree that one or more specific accidents need not be reviewed by the ARB.
- ~~(C)~~(3) At least 48 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.
- (4) In the event discipline is issued as a result of a chargeable accident, such discipline shall be issued no later than fourteen (14) calendar days after the date of the ARB. The parties agree to grant reasonable requests for an extension of time to issue discipline under this section.

**16. Wages (Schedule A)**

Amend Schedule A accordingly:

<b>Job Classification</b>	<b>SCHEDULE "A"</b>			
	<b>[Current rate]</b>	<b><u>5/11/22</u></b>	<b><u>5/11/23</u></b>	<b><u>5/11/24</u></b>
<b><u>DISPATCHERS</u></b>				
New Dispatcher (1 <sup>st</sup> 100 Shifts) <sup>7</sup>	<del>-\$1.50 above the employee's applicable hourly rate.</del>			
Dispatcher	\$5.00 above the employee's applicable hourly rate.			
Lot Dispatcher*	\$5.00 above the employee's applicable hourly rate.			
Lead Dispatcher	\$7.00 above the employee's applicable hourly rate.			
Trainer	\$5.00 above the employee's applicable hourly rate.			
Lead Trainer	\$7.00 above the employee's applicable hourly rate.			
*see side letter on Lot Dispatcher 5/11/18 for applicability				
<b><u>DRIVERS<sup>8</sup></u></b>				
Trainees (First 75 Shifts)	[\$23.23]	<u>\$25.00</u>	<u>\$25.75</u>	<u>\$26.39</u>
<del>Tier 4 (After 75 shifts)</del>	<del>[\$28.05]</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>
Tier 3 (After <del>300</del> <u>75</u> Worked Shifts)	[\$32.70]	<u>\$33.68</u>	<u>\$34.69</u>	<u>\$35.73</u>
Tier 2 (After <del>600</del> <u>450</u> Worked Shifts)	[\$34.54]	<u>\$35.92</u>	<u>\$37.36</u>	<u>\$38.85</u>
Tier 1 (After 1000 Worked Shifts)	[\$38.61]	<u>\$40.54</u>	<u>\$42.16</u>	<u>\$43.43</u>
<b><u>GARAGE PERSONNEL</u></b>				
Gang Boss Mechanic	[\$46.66]	<u>\$48.99</u>	<u>\$50.71</u>	<u>\$52.48</u>
Mechanic	[\$43.76]	<u>\$45.95</u>	<u>\$47.56</u>	<u>\$49.22</u>
Body Person	[\$44.76]	<u>\$47.00</u>	<u>\$48.64</u>	<u>\$50.35</u>
Parts Person	[\$36.59]	<u>\$38.42</u>	<u>\$39.76</u>	<u>\$41.16</u>
Service Person	[\$30.99]	<u>\$32.54</u>	<u>\$33.68</u>	<u>\$34.86</u>

<sup>7</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.~~  
 “ . . . . ”

## 17. Golf Carts (Sideletter re: Golf Carts)

Amend paragraph 4 of the Sideletter re: Golf Carts accordingly:

4. The EMPLOYER shall be permitted to operate up to ~~three (3)~~ five (5) clearly marked and identifiable four (4) seat golf carts which may only be operated by a Vice President or above.

## 18. Retroactivity

Provided that this successor agreement is ratified by the membership of the Union by June 6, 2022, and there is no work stoppage by the members of the Union between June 7, 2022 and the effective date of the successor agreement, the agreed-upon increases to wages rates and benefit plan contribution rates in the first year of the successor agreement, reflected above, shall be, to the extent applicable, retroactive to May 11, 2022.

## 19. Withdrawal of Grievances

The Union agrees to withdraw all pending golf cart grievances as of 5/18/2022. These withdrawals will be non-precedential and will be made without prejudice to the Union's position that the grievances filed constituted violations of the collective bargaining agreement.

## 20. Ratification Bonus

USH will pay a ratification bonus of \$250.00 to all covered employees active as of 5/18/2022, no later than four weeks after ratification provided that the agreement is ratified no later than June 6, 2022.

## 21. Contingent Upon Ratification by June 6, 2022

The Company's agreement to all terms herein is contingent upon full ratification by June 6, 2022.

So agreed:

DocuSigned by:

*Melissa Vantrease*

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Melissa Vantrease for USH

DATE:

Jun 6, 2022



Ernie Barraza for Local 399

DATE: June 6, 2022