

**AGREEMENT BETWEEN**  
**WALT DISNEY PARKS AND RESORTS U.S.**  
**AND**  
**THE SERVICE TRADES**  
**COUNCIL UNION**  
**(REGULAR PART TIME)**

**EFFECTIVE March 30, 2014**  
**THROUGH September 21, 2019**

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# **SERVICE TRADES COUNCIL UNION AGREEMENT FOR REGULAR PART TIME EMPLOYEES**

## **ARTICLE 1 – PREAMBLE**

THIS AGREEMENT entered into this 30<sup>th</sup> day of March 2014 by and between Walt Disney Parks and Resorts U.S., hereinafter called “COMPANY” and the SERVICE TRADES COUNCIL UNION, on behalf of signatory International and Local Unions, whose names are subscribed hereto and who have, through its duly authorized officers, executed this Agreement, hereinafter called “UNION.”

## **ARTICLE 2 – PURPOSE**

WHEREAS, the operation and service of the Company’s Walt Disney World Resort requires a large number of employees, and the orderly and uninterrupted operation of Walt Disney World Resort is of significant interest to the economy of the State of Florida and of the mutual interest of the parties hereto, and it is the purpose of this Agreement that all work shall proceed efficiently, without interruption, and with due consideration for the protection of labor standards, wages and working conditions; and

WHEREAS, employees have the right to organize and bargain through representatives of their own choice;

THEREFORE, the parties hereto have entered into this Agreement to recognize the Union to establish fair wages, working conditions and benefits and to put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto, to the end that the Company is assured complete continuity of operation and that Labor Management peace is maintained and employees are guaranteed Union rights and protection as provided by this Agreement.

## **ARTICLE 3 – RECOGNITION**

The Company recognizes the Service Trades Council Union as the sole and exclusive collective bargaining representative of all of the Company’s Regular Part Time employees who are in the classification of work listed in Addendum A at the Walt Disney World Resort in Lake Buena Vista, Florida, but excluded are all other employees, Security and Supervisors as defined in the Labor Management Relations Act of 1947, as amended.

## **ARTICLE 4 – SCOPE OF AGREEMENT**

### **SECTION 1. AREAS INCLUDED IN AGREEMENT**

This Agreement relates only to the Walt Disney World Resort comprising the “Magic Kingdom” Theme Park; Disney’s Polynesian Resort; Disney’s Contemporary Resort; Disney’s Grand Floridian Resort and Spa; Disney’s Caribbean Beach Resort; Disney’s Beach Club Resort; Disney’s Port Orleans Resort; Disney’s Old Key West Resort; Disney’s Saratoga Springs; Disney’s Pop Century Resort; Disney’s Art of Animation; Disney’s Yacht Club Resort; Downtown Disney and Leased Retail Operations; Typhoon Lagoon; Disney’s Wilderness Lodge; Disney’s All-Star Resorts; Disney’s Boardwalk Resort; ESPN Wide World of Sports; Disney’s Coronado Springs Resort; Disney’s Animal Kingdom; Disney’s Animal Kingdom Lodge; Disney’s Blizzard Beach; Disney’s Hollywood Studios; Textile Services; the Main Entrance Complex; Fort Wilderness; Tri-Circle D Ranch; Mickey’s Retreat recreation facilities; Bay Lake and Seven Seas Lagoon; Epcot; Disney Event Group (DEG), Warehouses: Lee Vista and Orange,

Maingate Office Complex; and roadways, employee entrances, parking lots, guest/employee transportation facilities, vehicles and boats which directly service the above-referenced theme parks and resort properties.

Those employees of the Company in the classifications set forth in Addendum A come within the Scope of this Agreement, excluding the following:

1. World Fellowship Program
2. Specialty students/employees in such disciplines as agriculture and oceanography
3. Concessionaires as defined in Article 6, Section 4, who operate with their own employees, including concessionaires who terminate any existing or future staffing agreement with the Company in order to operate with their own employees
4. WALT DISNEY WORLD College Program students
5. Project Future, Rising Stars, Rising Tides and Bridges High School students

## **SECTION 2. AREAS EXCLUDED IN AGREEMENT**

This Agreement does not apply to or in any way affect Reedy Creek Improvement District, Concessionaires (as defined in Section 4 of Article 6) who engage their own employees; Buena Vista Construction Company; Buena Vista Distribution Co., Inc., or any other present or future division or subsidiary of The Walt Disney Company except as specifically set forth in Section 1 of this Article.

The Service Trades Council Union and its individual international and local Unions disclaim any interest now, or in the future, in seeking to represent any employees of the Company other than those in the classifications set forth in Addendum A, except as to the classification described in Case No.12 RC 4531, affirmed 215 NLRB No. 89.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

### **SECTION 1. MANAGEMENT RIGHTS**

Except as expressly and clearly limited by the terms of this Agreement, the Company reserves and retains exclusively all of its normal and inherent rights with respect to the Management of the business, including but not limited to, its right to select and direct the number of employees assigned to any particular classification of work; to subcontract work; to establish and change work schedules and assignments; to implement and effect a lay off; to terminate or otherwise release employees from duty for lack of work or other just cause; to make and enforce rules for personal grooming, and the maintenance of discipline; to discontinue conduct of its business or operations in whole or part; to institute technological changes (e.g. scheduling methodologies) and otherwise to take such measures as Management may determine to be necessary to the orderly, efficient and economical operation of the business.

### **SECTION 2. BUSINESS SEGMENT DISCONTINUATION/SALE OR LEASE OF ASSETS**

- (a) The Company may discontinue business segments or sell/lease physical assets which include the operations without notification to or bargaining with the Union regarding the decision to discontinue, sell or lease. The parties agree and understand that the sale or lease of a physical asset may result in the continuance of operations by the third party at the Walt Disney World Resort and that such continuance of operations associated with the asset does not constitute subcontracting as defined in Article 25.

Should such discontinuation/sale/lease affect any positions covered by this Agreement, the Company will provide the Union with at least a sixty (60) day notice prior to the completion of the transaction and, upon request, meet and negotiate in good faith with the Unions to the full extent required by law with regard to the effect of the transaction on employees covered by this Agreement, including, but not limited to, severance conditions, transfer within the

unit, and/or the potential for continued employment with the purchaser. It is understood, however, that agreement between the parties as a result of such negotiations is not a prerequisite to the completion of the transaction at any time after the sixty (60) days have elapsed.

- (b) Should the Company subsequently re-acquire and begin to operate a business segment previously discontinued, sold, or leased pursuant to 2(a) above, such business segment shall automatically be included within the Scope of the Agreement defined in Article 4, Section 1.

## **ARTICLE 6 – WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO STRIKE – NO LOCKOUT**

During the existence of this Agreement, there shall be no strikes, picketing, work stoppages or disruptive activity by the Union or by an employee, and there shall be no lockout by the Company.

### **SECTION 2. FAILURE TO CROSS PICKET LINE – VIOLATION OF AGREEMENT**

Failure of any employee covered by this Agreement to cross any picket line established at the Walt Disney World Resort is a violation of this Agreement. In applying the provisions of this section, however, it is not the intention of the Company to require employees to cross a picket line if, after a reasonable effort to gain entry has been made, it is apparent to Management that such entry will result in physical violence or injury to the employees.

### **SECTION 3. UNION’S RESPONSIBILITY TO PREVENT WORK STOPPAGE, STRIKE OR DISRUPTIVE ACTIVITY**

The Union shall not sanction, aid or abet, encourage or condone a work stoppage, strike or disruptive activity at the Walt Disney World Resort and shall undertake all possible steps to prevent or to terminate any strike, work stoppage or disruptive activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Walt Disney World Resort shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility. The failure of the Company to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the Company’s right to discipline all employees for any other cause be in any way affected by this Section.

### **SECTION 4. DISPUTES WITH CONCESSIONAIRES**

Disputes between the Unions parties hereto and any concessionaire operating in Walt Disney World shall be so handled as not to interfere with the Company’s business or the business of any concessionaire not a party to such disputes. No picketing or concerted action against any one or more of the concessionaires will be conducted at Walt Disney World Resort. “Concessionaire” as used herein, includes a concessionaire and also a licensee, exhibitor, participant, sponsor, contractor, subcontractor or lessee. In the event any other organization pickets at or near Walt Disney World Resort, the Unions signatory hereto agree that such picket line so far as they and the employees they represent are concerned shall not affect the operation of the Company or concessionaires who are not involved in the dispute.

### **SECTION 5. EXPEDITED ARBITRATION FOR ARTICLE 6**

Any party to this Agreement may institute the following procedure in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

- (a) The party invoking this procedure shall notify the permanent Arbitrator. In the event the permanent Arbitrator is unavailable, he/she shall appoint his/her alternate. Notice to the Arbitrator shall be by the most expeditious means available, with a notice by facsimile and/or e-mail to the Business Manager of the Union alleged to be in violation of the Agreement, and

a copy of the facsimile and/or e-mail to the Union Co-Chairman of the Management-Union Committee.

- (b) Upon receipt of said notice, the Arbitrator named above or his/her alternate shall set and hold a hearing within twenty four (24) hours.
- (c) The Arbitrator shall notify the parties by facsimile and/or e-mail of the place and time he/she has chosen for this hearing. Said hearing shall be completed in one session with appropriate recesses at the Arbitrator's discretion. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Arbitrator shall not have the authority to alter, amend, change, modify, add to or subtract from or reform any provision, Article or language of this Agreement. The Award will be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon request.
- (e) Such Award may be enforced by any court of competent jurisdiction upon filing of this Agreement and all other relevant documents referred to herein above, in the following manner:

Notice of the filing of such enforcement proceedings shall be given to the other party by facsimile and/or e-mail.

In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5(d) of this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte. Such Agreement does not waive any party's rights to participate in a hearing for a final Order of Enforcement. The Court's Order or Orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- (f) Any rights created by Statute or law governing arbitration proceeding inconsistent with the above procedure, or which interfere with compliance thereof, are hereby waived by the parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the party or parties responded.

## **ARTICLE 7 – NONDISCRIMINATION**

### **SECTION 1. UNION ACTIVITIES**

The Company and the Union agree that there shall be no discrimination against any employee due to Union activities or affiliation.

### **SECTION 2. NON-DISCRIMINATION AND NON-RETALIATION**

The Company and the Union agree there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age, sexual orientation, national origin, religion,



marital status, disability or on any basis prohibited by federal or state legislation. The parties further agree to support Affirmative Action efforts.

The Company and the Union agree there shall be no retaliation against an individual who has made a good faith complaint about violation of the Company's Equal Employment Opportunity and Harassment policies, or has cooperated with an investigation into a complaint of violation of these policies. Employees who believe they have been harassed, discriminated against or retaliated against, in violation of the above stated policies, should promptly report the facts of the incident and the name of the person involved to the Human Resource Department, Employee Relations Department, or Union Representative.

### **SECTION 3. AMERICANS WITH DISABILITIES ACT**

The Company and the Union acknowledge the reasonable accommodation commitment of the Americans with Disabilities Act and the protected status of qualified applicants and employees with disabilities. Nothing in this Agreement shall be construed as intended to be a barrier to reasonable accommodation to qualified persons with disabilities, provided any proposed accommodation is reasonable and does not unnecessarily usurp the legitimate rights of other employees under this Agreement. In this regard, the Company and the Union commit to meet to resolve potential conflicts between the Americans with Disabilities Act and the Agreement.

## **ARTICLE 8 – UNION ACTIVITY AND CHECK OFF**

### **SECTION 1. UNION SOLICITATION**

Solicitation for Union purposes by the Union shall not take place on working time, in working areas, in public areas, nor in the tunnel complex (except in break areas contained there), but may be conducted in non-working areas and on non-working time in parking areas, break areas and lunch rooms.

### **SECTION 2. ACCESS OF UNION REPRESENTATIVES TO PREMISES**

Representatives of the signatory Unions, designated in writing to the Company by the Union, shall be permitted to enter the non-public areas at the Walt Disney World Resort for the purpose of determining that this Agreement is being complied with by the Company and for the presentation and handling of grievances. Such representatives, who shall not be at any one time more than a total of sixty (60) in number for all Agreements between the Company and the Union, unless mutually agreed otherwise, shall comply with the access regulation and security regulation of the Company, as furnished to each Union Representative by the Company, and shall not interrupt the performance of employee work assignments.

### **SECTION 3. UNION ACCESS PROCEDURES**

- (a) Union Orientation. The Company agrees that it will allow a Union Representative access to new Regular Part Time bargaining unit employees at orientation for twenty (20) minutes to introduce their organization and distribute Union literature. The Company will provide the Union with a room of adequate size to accommodate the group, equipped with sufficient tables and chairs. The Company will reserve this room on a priority basis for the Union's use. Storage space will also be provided for the Union. Any change in the scheduling of Union Orientation will be discussed with the Union in advance. However, the time allotted for Union access will not be at the end of an orientation day.
- (b) Conversion to Regular Part Time. The Union will be allowed access to those Seasonal/Temporary employees who convert to Regular Part Time status. The names and work locations of individuals or small groups who convert to Regular Part Time status will be made available to the Union on a monthly basis, upon conversion, to allow access through the "one-on-one" procedure. When large numbers of employees are converted to Regular Part Time status and operating efficiency permits, the Union may conduct a group orientation meeting in lieu of the "one-on-one" procedure. These meetings will be held in the respective operating areas.

- (c) One-on-One Meetings. Authorized Business Agents will be granted access to non-members in their respective work locations. Such access/contacts will be subject to the following guidelines and restrictions:
1. The Union may mail, distribute or request supervision to distribute a solicitation letter to non-members within a work department/location, provided a distribution list is furnished to the Company, or in the alternative, provide the Company with the distribution list and letters for distribution. If the Union notifies the Company the mail option is elected, the Company will furnish the addresses of non-members. Supervision will neither encourage nor discourage employees from electing to meet with the Union.
  2. The letter will not be disparaging to the Company and will clearly indicate that the employee has the option to meet or not meet with the Union.
  3. The Company will schedule one-on-ones for employees who return a signed letter to the Union indicating the desire to meet with the Union.
  4. Meetings will be conducted on Company time on a mutually convenient schedule. The location of the meeting site will vary from area to area. Contact should be out of the guest area, but reasonably accessible to the work location. Supervision and other employees should remain away from the meeting area to afford as much privacy as possible.
  5. Meetings should be kept to a reasonable limit (5-10 minutes), and Supervision shall be responsible for monitoring this time.
  6. Contacts under this Section will be limited to one meeting per employee.

#### **SECTION 4. SHOP STEWARD OR ALTERNATE**

- (a) The Union shall have the right to designate Shop Stewards in an amount mutually agreed upon by the parties. The number of Shop Stewards may be changed by mutual agreement of the parties. The local Union shall, in writing, notify the Labor Relations office of the Company as to the identity of the designated Shop Steward. The Shop Steward shall have the right to receive, but not to promote, complaints or differences and to discuss and assist in the adjustment of the same with the appropriate Supervisor on Company property without loss of pay during his/her regular working hours. The Company will not discriminate against the Shop Steward in the proper performance of his/her Union duties provided that such duties do not unreasonably interfere with his/her regular work or with the work of other employees and he/she shall not leave his/her work station without first notifying his/her appropriate Supervisor as to his/her intent, the reason therefore, where he/she can be reached and the estimated time he/she will be gone.
- (b) Where the complaint or difference involves more than one (1) employee, it must be presented to Management by the Shop Steward and one (1) employee for the employees involved unless presented outside of regular working hours, or unless the Division Head involved gives permission for other additional employees to attend such presentation.
- (c) The Company agrees to notify the affiliated Union in the event a Shop Steward is placed on investigatory suspension or transferred to a different work area/location. In the event of discharge of a Shop Steward, the Company will notify the Affiliate Union Designee in advance of the lay-off or discharge. Failure of the Union to provide the Company with an up-to-date listing of Stewards will relieve the Company's obligation of notification to the Stewards as provided in this Section 4.

- (d) A Shop Steward or Alternate will accompany representatives of Management whenever locker inspection(s) are made.
- (e) The Steward shall promote harmonious relations between the Company and employees. All new employee trainer checklists will include a notation regarding the introduction/identification of the Shop Steward for the new employee by the Trainer.

#### **SECTION 5. CHECK-OFF**

The Company agrees to withhold from the wages on each payroll week uniform weekly membership dues, initiation fees and/or service charges for each employee who signs and submits an authorization card. The Company shall forward such dues to the certified financial secretary or other properly designated official of the Union on or before the third week following the last week in the month in which the dues are deducted. The Company shall also forward an electronic check-off report which lists employee name, Social Security number, stated origin/department/location and the amount of the deduction. The Union will give the Company a written statement no later than January 31<sup>st</sup> each year, identifying the amount of dues and/or initiation fees to be withheld. Additionally, the Union will provide written notice of changes to these dues and/or fees. The Company will implement such changes within ninety (90) days of receipt of written notice.

The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employees' pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified financial secretary or other properly designated official of the Union.

In the event the term of this Agreement expires, the Company's obligation to provide the dues/fees collection and remission services (hereinafter referred to as the "Services") set out in Article 9, Section 5 will terminate if the Union does not accept the Company's offer of an extension which includes the following:

- (a) Retroactive payment to Regular Part Time employees of any subsequently negotiated increases to base hourly wage rates during the term of the extension;
- (b) Subsequently negotiated increases to base hourly wage rates shall be effective the day following sixty (60) days from the ratification of the Full Time STCU Agreement through the term of the extension;
- (c) Payment of retroactive base hourly wage increases shall be based on each Regular Part Time employee's hours paid between the day following sixty (60) days from the ratification of the Full Time STCU Agreement and through the term of the extension (precise method of calculation subject to negotiation);

In the event a successor Agreement is ratified, the Company is under no obligation to collect and/or remit retroactive dues/fees for the period of time that the Services were terminated.

#### **SECTION 6. MONTHLY REPORTS**

- (a) The Company agrees to provide each affiliate with a monthly member/non-member list for their portion of the bargaining unit. The list shall include each employee's full name, rate of pay, Social Security number, address, and e-mail address, if available to the Company. The information will be provided electronically in alphabetical order by origin, department and work location and shall indicate the employee's Union or non-Union status.
- (b) The Company agrees to provide each affiliate with a monthly seniority list for their portion of the bargaining unit. The list shall include each employee's full name, Social Security number and date of hire. The information will be provided electronically in order of seniority by origin, department and work location.

## **SECTION 7. POLITICAL ACTION COMMITTEE (PAC) FUND**

The Company agrees to deduct weekly voluntary contributions to the political action fund of each affiliate Union from the paycheck of all employees covered by the STCU Agreement. Those employees must notify the Company in writing of his/her desire to have such contributions deducted and the amounts designated from his/her paycheck. The Company shall transmit to each such affiliate's fund on a monthly basis, in one check, the total amount deducted along with an electronic report of the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The STCU and the affiliate Unions agree to indemnify and save the Company harmless against any and all claims, suit or other forms of liability arising out of the deduction of money for voluntary political deductions from employees' pay. Each affiliate Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the fund.

## **ARTICLE 9 – HOURS OF WORK**

### **SECTION 1. PAYROLL WEEK**

A payroll week is a period of seven (7) days starting at 3:30 a.m. on each Sunday and ending at 3:29 a.m. the following Sunday. The Payroll Week may be changed once during the term of the Agreement, by the Company giving two (2) weeks' notice to the Union, so long as it starts on a Sunday or Saturday with no more than an eight (8) hour change from midnight on Sunday.

### **SECTION 2. SCHEDULING**

- (a) The Company shall adhere to seniority in establishing work schedules in a department, location or scheduling pool unless required to deviate for reasons of availability, dependability, skill, abilities, and experience of employees and/or for the orderly and uninterrupted operation of the Company. The determination of an employee's qualifications as used herein shall be made by the Company. Employees will declare their availability upon hire and then may request a change during the department, location or scheduling pool's identified schedule selection process time period. Any request to declare availability must be approved by the Company.
- (b) Where computerized scheduling is used, the Company will take appropriate steps to educate employees, Managers and Union Shop Stewards on how to properly complete the schedule information sheets.
- (c) The Company reserves the right to employ and utilize any and all scheduling methods and technology (including but not limited to preference scheduling) necessary for efficient operation of the business and the Company agrees to provide advance notice to the Union.
- (d) Nothing in this Agreement shall constitute a guarantee of hours.

### **SECTION 3. PAYROLL DAY**

A payroll day is a period of twenty-four (24) hours starting at 12:00 a.m. (midnight) and ending at 11:59 p.m. The Payroll Day may be changed once during the term of this Agreement, by the Company giving two (2) weeks' notice to the Union, so long as there is no more than an eight (8) hour change from midnight.

### **SECTION 4. CAST DEPLOYMENT SYSTEM**

Where the Cast Deployment System (CDS) is used, the Company will take appropriate steps to educate employees, Managers, and Union Shop Stewards on how to properly use CDS. Should the Company decide to implement CDS in new locations, the Company will meet and discuss the implementation plan with the respective Union. The Company will work to resolve employees' issues regarding CDS in a timely manner and will have a contingency plan to provide timely rest periods, lunch periods, and rotational bumps, in the event of unforeseen circumstances.

#### SECTION 5. TRAVEL TIME

(a) Employees at Magic Kingdom (excluding employees assigned or stasured to Transportation and Ticket Center/Main Entrance areas), will receive ten (10) minutes per shift paid travel/walk time. Employees will be released ten (10) minutes prior to the end of their shifts to compensate them for this travel/walk time allowance.

(b) With the exception of the ten (10) minutes per shift paid travel/walk time set forth above, it is the understanding of the parties that an employee will not receive dress and/or travel/walk time pay because the employee is not required to dress on property. Whenever operational necessity dictates that employees be required to park at distant locations other than their assigned parking areas, and are required to take Company provided transportation, the employees will be paid twenty (20) minutes per shift, or will be released from their shift twenty (20) minutes prior to the end of their shift.

### ARTICLE 10 – OVERTIME

Overtime pay for Regular Part Time employees will be in accordance with the Company's existing practice as ratified in the Regular Full Time 2014 Agreement between Walt Disney World Co. and the Service Trades Council. Any change or changes in overtime pay agreed to by the parties in that Agreement will automatically be incorporated into this Agreement and will apply to the Regular Part Time employees for the duration of the 2014 Regular Part Time Agreement. The Company and the Union agree that the Company will not be obligated to engage in any bargaining, whether over effects, impact or otherwise, over any such change or changes in overtime compensation or over the implementation thereof.

#### SECTION 1. MANAGEMENT RESPONSIBILITY

It shall be the responsibility of Management to determine in each instance if overtime work is required, and if so, how many employees will be required to perform the work.

#### SECTION 2. DISTRIBUTION OF OVERTIME WORK

All overtime work, including special event overtime, shall normally be distributed to employees who work in the job classifications in the areas which normally engage in the work, under the following guidelines:

- (a) Distributed as equitably as reasonably practical;
- (b) Distributed first to qualified, available employees in the work area and then to qualified, available employees regularly assigned to the work area before distribution outside the work area.

#### SECTION 3. INVOLUNTARY OVERTIME

Junior, qualified, available, on-shift employee(s) will be required to work involuntary overtime. The Company will make every effort to give the employee as much notice as reasonably possible of the involuntary overtime. Additionally, no employee will be required to work involuntarily more than fourteen (14) consecutive days.

When Management has at least ninety (90) minutes' notice that a shift is going to be extended, it shall notify employees required to remain beyond their scheduled shift at least thirty (30) minutes prior to the end of the employees' shift. The Company will provide access to a phone in the event of a required extension.

#### **SECTION 4. TIME AND ONE-HALF**

##### **(a) Five (5) Day Work Week**

(1) Employees who work on either the first or second of their two (2) scheduled days off will be paid at the rate of time and one-half (1½) their regular straight-time rate, provided such employees have worked five (5) work days in the work week if work is available to them. For purposes of this provision, early releases (ER's), Jury Duty and Company initiated authorized days off (ADO's) shall constitute a day worked. Additionally, if an employee reports to work late for his/her scheduled shift, or has a release of shift (ROS), the portion of the scheduled hours not worked must be worked prior to the overtime rate commencing on either the first or second of their two (2) scheduled days off for purposes of this provision.

(2) Employees Who Work Over Eight (8) Consecutive Hours. The Company shall pay time and one-half (1½) for all consecutive hours worked in excess of eight (8) hours.

##### **(b) Four (4) Day Work Week**

(1) Employees who work on either the first, second, or third of their three (3) scheduled days off will be paid at the rate of time and one-half (1½) their regular straight-time rate, provided such employees have worked four (4) work days in the work week if work is available to them. For purposes of this provision, early releases (ER's), Jury Duty and Company initiated authorized days off (ADO's) shall constitute a day worked. Additionally, if an employee reports to work late for his/her scheduled shift, or has a release of shift (ROS), the portion of the scheduled hours not worked must be worked prior to the overtime rate commencing on either the first, second, or third of their three (3) scheduled days off for purposes of this provision.

(2) Employees Who Work Over Ten (10) Consecutive Hours. The Company shall pay time and one-half (1½) their regular straight-time rate for all consecutive hours worked in excess of ten (10) hours.

(c) Over Forty (40) Hours in Payroll Week. Employees shall be paid one and one-half (1½) times their regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one payroll week.

#### **SECTION 5. DOUBLE TIME**

(a) The Company will pay double time for all hours commencing with the fifteenth (15<sup>th</sup>) cumulative hour when an employee is scheduled or required to work more than fourteen (14) consecutive hours. When an employee voluntarily pursues a shift, which results in working more than fourteen (14) consecutive hours, this double time provision does not apply and the employee will be paid time and one-half.

(b) Consistent with the provisions of Section 4 (a) and (b) above, employees who are required to work seven (7) consecutive days in the work week, will be paid at the rate of double time their regular straight-time rate for the seventh (7<sup>th</sup>) day. When an employee voluntarily pursues an additional shift on a seventh (7<sup>th</sup>) consecutive day, this double time provision does not apply and the employee will be paid time and one-half.

#### **SECTION 6. TURNABOUT PAY**

(a) Employees returning from a straight-time shift with less than eight (8) hours' time off from the end of the previous shift will be paid overtime commencing with the ninth (9<sup>th</sup>) cumulative hour.

(b) An employee will return at the applicable overtime rate when returning from an overtime shift with less than eight (8) hours' time off from the end of the previous shift.

- (c) The Company will pay double time for all hours commencing with the fifteenth (15<sup>th</sup>) cumulative hour when an employee has worked more than fourteen (14) consecutive hours. When an employee voluntarily pursues both the shift prior to and following the less than eight (8) hour turnabout period, this double time provision does not apply and the employee will be paid time and one-half (1 ½).
- (d) If an employee is released from work with less than eight (8) hours until the beginning of the next shift, but remains on call, a sleeping room will be provided and the non-work period will be paid at the applicable rate.
- (e) When there are two (2) hours or less between two (2) shifts, the time between shifts will be treated as continuous time and will be paid at the applicable rate, except when an employee pursues an additional shift outside of his/her own department on his/her own volition. The aforementioned exception will not be applicable for special events and private parties.
- (f) Hours worked during an employee's regularly scheduled shift, regardless of the rate of pay received, shall be used for the computation of overtime for hours worked in excess of forty (40) in a payroll week as provided in Article 10, Section 4(c).
- (g) If an employee is released from work with eight (8) or more hours until the beginning of the next shift, the provisions of this section will not apply.

## **ARTICLE 11 – HOLIDAY PREMIUM FOR HOURS WORKED**

Regular Part Time employees, who work on the following designated dates, will be paid at time and one half for all hours worked up to 14 hours.

- Thanksgiving
- Christmas Day (December 25<sup>th</sup>)
- New Year's Eve (December 31<sup>st</sup>)
- Easter Sunday
- Memorial Day

In addition to the designated dates above, Regular Part Time employees with two (2) years of continuous service, who work on the following holidays will be paid at time and one half for all hours worked up to fourteen (14) hours:

- Martin Luther King Jr. Day
- Labor Day

Regular Part Time employees who would have already been paid time and a half on an aforementioned holiday will be paid at a double-time rate.

### Regular Part Time Tipped Employees Holiday Premium rate:

Regular Part Time Tipped employees will be paid at the following stipulated Holiday Premium rate for the aforementioned Holidays:

- Aligns with the FT STCU Food/Beverage Host/ess Steward rate range; applied based on the PT employee's longevity within the rate range
- Calculated at time and a half for all hours worked on the designated Holidays
- Double time pursuant to the STCU PT Contract, Article 10. Overtime does not apply to PT Tipped employees receiving the Holiday Premium rate of pay.

## **ARTICLE 12 – JOB CLASSIFICATIONS AND WAGE RATES**

### **SECTION 1. SCHEDULE OF WAGE RATES**

The job classifications and rates of pay which shall prevail during the term of this Agreement are set forth and contained in Addendum A attached hereto and considered in all respects to be a part of this Agreement.

### **SECTION 2. RATES FOR NEW JOBS**

If the Company hereafter establishes any new or substantially changed job classifications or work operation, prior to the implementation of any new or substantially changed job classification or work, the Company will discuss each action with the Union. The new job classification and wage rate for such new job classification will be established by the Company. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the Step 2 of the Grievance Procedure within fourteen (14) calendar days after installation of the new rate. In the event any higher rate is agreed upon through the Grievance Procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed.

### **SECTION 3. NIGHT SHIFT DIFFERENTIAL**

If an employee is scheduled to commence work at or after 10:00 p.m. and on or before 4:00 a.m., or more than 50% of his/her work shift is between midnight and 6:00 a.m., he/she will be paid a differential of sixty cents (\$.60) per hour in addition to his/her straight time rate for his/her scheduled work day.

### **SECTION 4. REPORT PAY**

- (a) Employees who report for work and who were not given prior notice not to report for work, and who are not put to work, will be given two (2) hours pay.
- (b) Employees who report for work and are put to work will be paid their full shift if they are sent home before the end of their regular shift.
- (c) No report pay will be due an employee if work is not available for him/her, due to conditions beyond the control of the Company, such as fire, flood, hurricane, or other Act of God, civil disturbances, picketing and threats of harm.
- (d) The provisions of this Article apply to all scheduled shifts, including overtime.

### **SECTION 5. PAYDAY**

Employees shall be paid weekly and their pay will not be delayed more than six (6) days from the end of each payroll week, providing, however, that if a payday falls on an employee's regularly scheduled day off or a paid holiday, he/she shall receive his/her paycheck on his/her next regularly scheduled work day.

In order to reduce the potential for payroll errors, the Union agrees to affirmatively encourage employees to properly use the time clock system. When a pay shortage occurs, the Company will, upon an employee's timely request, in accordance with the procedure adopted by the Company, issue a check for the pay which is due as quickly as possible, but no later than the next pay day following the request.

The Labor-Management Scheduling Meeting shall convene upon request of the Union at a mutually agreed upon date and time.

### **SECTION 6. PAY FOR DAY WHEN INJURED**

In the event an employee incurs an occupational illness or injury, and Health Services excuses the employee from further work on that day, he/she shall be paid the unworked balance of his/her scheduled straight-time or overtime shift. Pay for the unworked balance of his/her shift due to an occupational injury shall be considered as time worked for purposes of computing overtime.



## **SECTION 7. COORDINATORS**

- a) Coordinators may be designated by the Company in any of the classifications set forth in Addendum A and will be paid a one dollar and fifty cents (\$1.50) per hour premium for all actual hours worked as a Coordinator.
- b) Coordinators are responsible for providing leadership and direction to employees in the group, operation or function and may perform the same duties as other employees. Duties shall include, but are not limited to, promoting teamwork and assisting the location team in meeting quality and quantity standards. Coordinators have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

## **SECTION 8. TRAINERS**

Trainers may be designated by the Company in any of the classifications set forth in Addendum A. Trainers will be paid a one dollar (\$1.00) per hour premium for all actual training hours.

# **ARTICLE 13 – SENIORITY AND WORK STATUS**

## **SECTION 1. DEFINITION OF SENIORITY**

Seniority is defined as the period of continuous service as a Regular Part Time employee working in a job classification covered in Addendum A of this Agreement.

## **SECTION 2. PRINCIPLES OF SENIORITY**

The principles of seniority as defined in this Agreement shall be observed on layoffs, recalls, establishing work schedules by department, location or scheduling pool, promotion and transfers as defined in specific Articles of the Agreement.

## **SECTION 3. DISPUTE ON SENIORITY SUBJECT TO GRIEVANCE PROCEDURE**

Any dispute on the application of the seniority principle shall be subject to the Grievance Procedure.

## **SECTION 4. TERMINATION OF SENIORITY**

Seniority and the employment relationship shall terminate when an employee:

- (a) Resigns.
- (b) Is discharged for just cause.

## **SECTION 5. WORK STATUS AND UTILIZATION OF REGULAR PART TIME EMPLOYEES**

- (a) Regular Part Time Employees. Employees will be considered casual if they customarily work less than twenty-five (25) hours per week on an ongoing basis, or who customarily work twenty-five (25) hours per week or more but less than seven (7) months per year. The aforementioned definition is subject to any and all changes subsequently negotiated in the Regular Full Time 2014 Service Trades Council Union Agreement.
- (b) Probationary Employee. All new Regular Part Time employees shall be considered probationary employees for a period of ninety (90) calendar days. Where a newly hired employee is transferred into a new job classification or to a new location within the first ninety (90) days, the employee shall serve an additional ninety (90) day probationary period in the new job/location. The Company reserves the right to terminate their employment for any reason until they have completed any such probationary period. However, probationary employees shall be entitled to utilize the Grievance Procedure to grieve any matter which could be grieved by any other employee except termination within the probationary period.
- (c) Any Regular Full Time or Regular Part Time employee who has completed the ninety (90) calendar day probationary period and subsequently converts status (Regular Full Time to

Regular Part Time or Regular Part Time to Regular Full Time) will not have to complete another probationary period but will receive a new bargaining unit seniority date as of the date of the conversion. An employee's disciplinary record shall not be affected by the change in status.

#### **SECTION 6. TRANSFER INTO TIPPED CLASSIFICATION**

An employee transferring into a tipped classification from a non-tipped classification will not be allowed to exercise his/her seniority as it relates to the selection of work schedules until the major schedule change following one (1) year of service in the tipped classification.

#### **SECTION 7. IMMIGRATION**

- (a) No employee employed continuously since November 6, 1986 or before shall be required to document immigration status.
- (b) No employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any changes in the employee's name or Social Security number, provided that the new Social Security number is valid and the employee is authorized to work in the United States and he/she has not previously falsified his/her employment application or I-9 documentation.
- (c) In the event that an employee is not authorized to work in the United States following the probationary period, and his/her employment is terminated for this reason, the Company agrees to immediately reinstate the employee to his/her former job classification without loss of prior seniority (seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one hundred eighty (180) days from date of termination.

#### **SECTION 8. TRANSFER TO REGULAR FULL TIME STCU**

- (a) Employees transferring to a Regular Full Time STCU status in a different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the forty-five (45) days, the Company will return the employee to his/her prior job classification, PT status, and location.
- (b) Employees who are involuntarily returned to a PT status within the forty-five (45) day qualifying period shall retain their previous PT seniority date. Employees who voluntarily return to a PT status within the forty-five (45) day qualifying period, shall return with a new seniority date effective the date of their return to a PT position.

*TRANSFER FROM REGULAR FULL TIME TO REGULAR PART TIME STCU (incorporated by reference from the Full Time Service Trades Council Union Agreement)*

Regular Full Time Employees transferring to a Part Time STCU status in a different job classification shall be placed upon a thirty (30) day qualifying period. If the Company determines during the thirty (30) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within thirty (30) days, the Company will return the employee to his/her prior job classification, Regular Full Time status, and seniority.

## ARTICLE 14 – TRANSFERS

### SECTION 1. TRANSFER PROCEDURES

#### Recasting

1. Employees interested in a transfer shall fill out the appropriate paperwork and may need to interview to determine skills and ability. Positions eligible for transfer will be provided on the Company's intranet along with the requirements for the position. An employee interested in a transfer will be provided the opportunity to identify a minimum of two (2) areas of interest for transfer.
2. In filling Regular Part Time vacancies, the Company shall identify and transfer the eligible employee who has completed the appropriate paperwork, met the criteria outlined in Section 2 or 3 below, and has identified the area of the vacancy as one of their preferences, in the following order by seniority (after eligible Regular Full Time employees within same classification):
  - i. Top senior Regular Part Time employee statused to the job classification
  - ii. Top senior Regular Full Time employee from another classification
  - iii. Top senior Regular Part Time employee from another classification
3. The vacancy will then be filled in accordance with Sections 2 or 3 as prescribed below (except as noted in 5 below).
4. Employees who have not updated their phone number with the Company will be bypassed after attempting to contact them.
5. Employees shall not be eligible for voluntary transfer until after (90) ninety days of Regular Part Time employment with the Company within the bargaining unit, excluding any probationary period recasting.
6. Any employee who declines a transfer will be eligible to transfer again after six (6) months from the date the position is declined.

### SECTION 2. TRANSFERS TO THE SAME JOB CLASSIFICATION AND/OR DIFFERENT JOB CLASSIFICATION

- (a) The Company agrees that in granting transfers to different locations and/or different job classifications, seniority shall prevail when candidates possess the following qualifications:
  1. Length of service:
    - a. Six (6) months employment
    - b. Minimum of six (6) months in work location
  2. Dependability:
    - a. Employee's Record Card may have no more than five (5) attendance entries within the last six (6) months (not including early release or authorized days off)
    - b. No more than one (1) reprimand in the last six (6) months
  3. Skills and Ability:
    - a. Demonstrated skill and ability necessary to perform the specific job
- (b) Employees transferring to a different job classification shall be placed upon a thirty (30) day qualifying period. If the Company determines during the thirty (30) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within

the thirty (30) days, the Company will return the employee to his/her prior job classification and location. If the Company initiates the return under this section, the employee shall be immediately eligible to transfer again.

### **SECTION 3. TRANSFERS TO NEW PROPERTY/ATTRACTIONS OPENINGS**

- (a) The parties agree that in granting transfers to different locations and/or different job classifications in the opening of a new resort property or attractions, the following guidelines shall apply:
1. Minimum of six (6) months employment
  2. Employee's Record Card may have no more than four (4) attendance entries within the last six (6) months (not including early shift releases or authorized days off); no more than one (1) reprimand within the last six (6) months
  3. Essential qualifications and skills as determined through record notations and a personal interview
  4. All of the above being equal, seniority shall prevail
- (b) Employees transferring to a different job classification shall be placed upon a thirty (30) day qualifying period. If the Company determines during the thirty (30) day qualifying period that the employee's performance is not satisfactory, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

## **ARTICLE 15 – INTERCHANGEABILITY OF WORK ASSIGNMENT**

### **SECTION 1. INTERCHANGEABILITY IN SAME JOB CLASSIFICATION**

The Company may assign, reassign, or transfer an employee to any work location during the workday or workweek within all of the areas included in this Agreement, as outlined in Article 4 (SCOPE OF AGREEMENT).

### **SECTION 2. INTERCHANGEABILITY IN DIFFERENT JOB CLASSIFICATIONS**

(a) Scheduled

1. The Company may create scheduled shifts or pools which require movement from one job classification to a different classification. Such movement may be from one location to another.
2. The Company may assign the shift to the junior employee statures in the affected locations.
3. The Company will provide all required training for employees working these schedules.
4. Costume changes and travel time between locations will be considered time worked.

(b) Unscheduled

The Company may assign, reassign, or transfer an employee to a different job classification in the same or different work location during the workday or workweek within all of the areas included in this Agreement, as outlined in Article 4 (SCOPE OF AGREEMENT).

**SECTION 3. RATE OF PAY**

Whenever an employee is assigned or transferred to perform two (2) or more job classifications during the day, the employee will receive his/her permanent rate or the rate for the job to which he/she was transferred, whichever is higher, for all time worked in the higher classification. The only exception is when a non-tipped employee works in a tipped classification, he/she will be paid the appropriate tipped rate for all hours worked in that classification.

**SECTION 4. ASSIGNMENT, REASSIGNMENT OR TRANSFER OF SHOP STEWARDS**

In the administration of this Article, the Company will not involuntarily assign, reassign or transfer Shop Stewards.

**SECTION 5. TIPPED EMPLOYEES**

Tipped employees will not be scheduled to work in a non-tipped job classification.

**ARTICLE 16 – DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE**

**SECTION 1. STANDARD OF CONDUCT**

High standards of conduct are necessary to preserve the Company's public image and to ensure a safe, harmonious and productive working atmosphere. The Company shall administer the sections of this Article with due consideration for the employee. Such consideration shall include length of service, work record and seriousness of violation. The Company will make every effort to ensure the consistent and timely application of the disciplinary section of this Agreement.

**SECTION 2. UNION REPRESENTATION**

The employee has the right to the presence and advice of their Shop Steward at the time of disciplinary action. In any formal questioning by the Company that could lead to disciplinary action, the employee will be informed of the purpose of the questioning and that he/she has a right to a Shop Steward's presence.

**SECTION 3. NOTICE OF INVESTIGATION**

In those circumstances where the Company determines that an investigation will be conducted regarding an employee's actions and where such investigation may lead to disciplinary action but does not require that the employee be suspended from work, the Union agrees that the decision not to suspend the employee during the investigation shall not be utilized in any manner, in any subsequent proceeding as evidence contesting the disciplinary action.

**SECTION 4. LANGUAGE ASSISTANCE**

In any formal questioning by the Company that could lead to disciplinary action, at the request of the employee, language assistance shall be provided by a bargaining unit employee (who may or may not be a Shop Steward), another non-Supervisory employee, or a third party provider. Any delay in interviewing or effectuating discipline as a result of the need for such language assistance shall not affect the timeliness of any grievance or discipline.

**SECTION 5. INVESTIGATORY SUSPENSIONS**

(a) An employee may be suspended from work so that the Company may complete a thorough investigation and review of an alleged incident/offense. At the conclusion of the investigation, the employee will receive one of the following:

1. No discipline and a return to work with full back-pay;
2. A reprimand in accordance with Section 5(a) below and a return to work with full back-pay;
3. Disciplinary suspension in accordance with Section 6(b) below; or

4. Termination in accordance with Section 7 below.
- (b) In circumstances where an investigatory suspension extends beyond two (2) weeks, an employee shall be paid on a weekly basis until such time that the suspension is concluded and an employment decision is administered by the Company.
  - (c) Those employees in tipped classifications, excluding Banquets and Dinner Shows, shall be paid at the appropriate non-tipped rate of pay as referenced in Addendum A for all lost time due to an investigatory suspension.
  - (d) The Parties agree that back pay will be calculated based on the average hours worked during the previous twelve (12) weeks worked by the employee affected.

#### **SECTION 6. DISCIPLINE**

Discipline must be for just cause. In administering discipline, the Company will make its determination based on the factors in Section 1.

- (a) Reprimands  
Reprimands will be issued in writing on a specific subject or subjects and will be signed by the Supervisor who will present it and discuss it with the employee. Reprimands will be presented and discussed within fifteen (15) calendar days after the occurrence, or within fifteen (15) days after the immediate Supervisor has had a reasonable opportunity to become aware of and complete an investigation of the occurrence, whichever is later, unless prevented by the absence of the employee (e.g. the employee called in/sick, was not scheduled to work, worked outside of their stated location or extenuating circumstances beyond the control of the Company). These time limits shall not apply to discipline based on attendance, clocking or discipline as a result of a Company Equal Employment Opportunity and Harassment Policy investigation. An employee will sign the reprimand, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been received by the employee. The Company shall make copies of written reprimands available to the Union. Reprimands, other than Absenteeism/Tardiness and Clock In/Out, shall be recorded and effective on the date the incident occurred.
- (b) Disciplinary Point System
  1. Reprimands may count as one (1) or two (2) disciplinary points, such determination shall be based upon a fact-specific evaluation of the disciplinary incident.
  2. Any combination of five (5) disciplinary points within the preceding twelve (12) months shall result in the employee's termination.
  3. It is specifically understood by the parties that the disciplinary point system is not restricted to same or similar offenses but may include different offenses on a cumulative basis.
  4. Absenteeism/Tardiness discipline and Clock In/Out discipline are specifically excluded from the disciplinary point system defined in this Section. Refer to Sections 7 and 8.
  5. An employee may be suspended without pay for a period of two (2) weeks in lieu of termination. The parties recognize, however, that the use of a suspension is not a mandatory component of the disciplinary progression.
- (c) The Company will electronically provide a list of all employees discharged and the reasons for such discharge to the appropriate affiliate Unions on a monthly basis.

**SECTION 7. DISCHARGE**

An employee may be discharged for just cause, which includes, but is not limited to the following:

- (a) Insulting, arguing, being discourteous or using profane language in the presence of a guest;
- (b) Fighting at Walt Disney World Resort, regardless of who provokes it, may result in automatic termination for both parties involved;
- (c) Falsification of records, such as medical forms, time cards or employment applications;
- (d) Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents during working hours or reporting for work under such conditions;
- (e) Conviction, plea of guilty, plea of no contest, or acceptance of pre-trial diversion, or other similar resolution to a felony or serious misdemeanor, such as but not limited to child abuse, lewd and lascivious behavior or sale/distribution of controlled substances;
- (f) Violation of operating rules and procedures which may result in damage to Company property or in bodily injury to fellow employees or guests;
- (g) Gambling, sleeping while on duty, or willful insubordination;
- (h) Dishonesty or misconduct that is detrimental to the Company;<sup>1</sup>
- (i) Continued violation of the Company appearance guidelines;
- (j) Failure to return from a leave or vacation;
- (k) Excessive tardiness or absenteeism;
- (l) Discrimination/harassment;
- (m) Possession of dangerous or unauthorized materials such as explosives, firearms, or other similar items on Company property.

An employee will be notified of the reason for the discharge.

**SECTION 8. ABSENTEEISM AND TARDINESS STANDARD**

**Absences:**

Beginning with 3 in any 30 days	=	reprimand
Beginning with 6 in any 90 days	=	reprimand
Beginning with 9 in any 180 days	=	reprimand
Beginning with 12 in any 365 days	=	reprimand

**Tardiness:**

A tardiness of more than two (2) hours will count as one (1) absence. A tardiness of two (2) hours or less will count as one-half (1/2) an absence.

(a) Procedures:

- 1) The following items shall not be counted as absences:
  - a) Work incurred injuries;
  - b) Authorized Medical or Personal Leaves of Absence;
  - c) Release of shift for medical reasons;
  - d) Subsequent consecutive call-ins for the same illness or injury will not count as an additional occurrence;

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<sup>1</sup> While it has never been the position of the Company to legislate behavior during off-duty hours, the Company does reserve the right to administer appropriate disciplinary action when flagrant actions take place on Company property by employees outside their scheduled work hours. It is understood by both parties that in the event of extremely serious infractions of this nature requiring discharge, subsection(s) (f) and/or (h) of the above referenced Article will be cited.

- e) Up to three (3) consecutive days (in-state) or five (5) consecutive days (out-of-state) off to travel to and from the funeral location and attendance at the funeral for a member of the immediate family household, such as spouse, qualified same sex domestic partner, child (step or natural), mother, father, brother, sister, mother-in-law, father-in-law, grandparent or grandchild.

2) An employee's failure to notify the Company of his absence a minimum of thirty (30) minutes prior to the start of his/her shift shall be recorded as a No Call No Show.

- (b) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-four (24) month period. Any twelve (12) month period free from discipline will result in beginning again at first step of progressive discipline. The Company agrees to provide to employees information regarding the FMLA with any attendance reprimand issued.

**SECTION 9. CLOCK IN/CLOCK OUT STANDARD**

**Failure to Either Clock in or Clock Out:**

- Beginning with 3 points in any 30 days = reprimand
- Beginning with 6 points in any 90 days = reprimand
- Beginning with 9 points in any 180 days = reprimand
- Beginning with 12 points in any 365 days = reprimand

**Tracking:**

- Failure to clock in for the start of shift = ½ point
- Failure to clock out for the end of shift = ½ point
- Clocking in more than fifteen (15) minutes before the start of shift = ½ point
- Clocking out more than fifteen (15) minutes after end of shift = ½ point

**Procedures:**

Employees must utilize the time recording clock to which they are assigned unless otherwise directed by Management.

It is the responsibility of the employee to inform Management of a lost or stolen Identification (ID) card before the end of his/her shift.

- (a) Failure to clock as a result of a lost, stolen, or damaged ID card is considered one-half (½) point. During the time it takes the employee to replace a lost, stolen, or damaged ID card (maximum seven (7) days), the clock infractions will not be counted toward this point matrix system for disciplinary purposes.
- (b) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-four (24) month period. Any twelve (12) month period free from discipline will result in beginning again at the first step of progressive discipline.
- (c) All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.
- (d) The Company reserves the right to discipline outside this matrix when an employee habitually loses possession of or damages his/her ID card.
- (e) Falsification of hours worked and/or the use of your ID card by anyone other than yourself may result in disciplinary action, not excluding termination.



## ARTICLE 17 – GRIEVANCE PROCEDURE

Grievance Procedure for Regular Part Time employees will be in accordance with the Company's existing practice under the Regular Full Time Service Trades Council Union Agreement as ratified in the Regular Full Time 2014 Agreement between Walt Disney World Co. and the Service Trades Council Union. Any change or changes to the Grievance Procedure agreed to by the parties in that Agreement will automatically be incorporated into this Agreement and will apply to the Regular Part Time employees for the duration of the 2014 Regular Part Time Agreement. The Company and the Union agree that the Company will not be obligated to engage in any bargaining, whether over effects, impact or otherwise, over any such change or changes in the Grievance Procedure or over the implementation thereof.

### SECTION 1. GRIEVANCES SETTLED ACCORDING TO PROCEDURE

The parties to this Agreement agree that any grievance arising out of the interpretation or application of the terms of this Agreement, with the exception of terminations, discipline based on the Company's policies of Equal Employment Opportunity and Harassment<sup>2</sup> and policy grievances which will be expedited to Step 2, shall be settled promptly in accordance with the following procedure:

### SECTION 2. DEFINITIONS

(a) Grievance: A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application or alleged violation by the Company of this Agreement.

(b) Time Limits: The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days indicated at each step of the grievance procedure should be considered as a maximum, and every effort should be made to expedite the process. All termination grievances will be given priority for processing. The time limits specified may be extended by mutual agreement as evidenced by a waiver in writing signed by an authorized representative of the Company and the Union; otherwise, the grievance shall be regarded as withdrawn.

(c) Recording Devices: The parties agree that no recording devices of any kind shall be permitted to be utilized during Step 1, 2, or 3 of the Grievance Procedure.

(d) Back-pay Awards: The parties agree that any Joint Standing Committee or Arbitrator award of back pay shall be lessened by unemployment compensation or any other compensation received by the grievant during the period of termination prior to reinstatement.

- (1) Back-pay awards for those employees in tipped classifications, with the exception of Banquets and Dinner Shows, will be paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

(e) Information Requests: The responding party will make every reasonable effort to provide any requested, relevant information regarding grievances to the requesting party within seventy-two (72) hours. In circumstances where the responding party is unable to provide information within seventy-two (72) hours, the requesting party will be provided with an estimate of the time of provision.

(f) Any employee, believing that they have suffered a grievance, may discuss the matter with his/her immediate Guest Service Manager prior to initiating the formal Grievance Procedure in Section 3. The employee may choose whether to discuss the matter with their Guest Service Manager with or without the assistance of their Union Representative.

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<sup>2</sup> The Union may request a meeting with a representative of Employee Relations prior to the 2<sup>nd</sup> grievance meeting or as part of the 2<sup>nd</sup> or 3<sup>rd</sup> step grievance meeting to facilitate timely processing of the grievance.

### **SECTION 3. GRIEVANCE PROCEDURE**

**Step 1.** If the grievance shall not have been adjusted informally with the immediate Guest Service Manager, then the grievance shall be reduced to writing upon the accepted Grievance Form which shall set forth the relevant information concerning the grievance, including a short description of the alleged grievance, the date on which the grievance occurred, and an identification of the section of the Agreement alleged to have been violated.

In order to be deemed timely, a grievance must be filed at Step 1 within fourteen (14) calendar days after its occurrence or within fourteen (14) calendar days after the employee has had a reasonable opportunity to become aware of the occurrence, whichever is later.

The Area Manager or his/her designated representative and the Union Representative or his/her designated representative shall meet within seven (7) calendar days after invocation of Step 1 in an attempt to settle the grievance. It shall be incumbent upon the Union Representative to request such meeting. The Area Manager or his/her designated representative shall provide the employee and the Union Representative with a written reply within five (5) calendar days after the parties have met. If the Area Manager fails to give a written reply within the time limits provided, the grievance may be appealed to the next step of the Grievance Procedure.

**Step 2.** If the grievance shall not have been adjusted under Step 1, then within seven (7) calendar days from the date of the Area Manager's written decision or a date when the decision should have been submitted by the Area Manager, the grievance shall be presented in writing to the Labor Relations office.

A grievance meeting with the General Manager/Director or his/her designee, Labor Relations Representative, and the employee's Union Business Representative or his/her designee shall be held within twenty-one (21) calendar days of the grievance being recorded, in an attempt to resolve the grievance. The General Manager/Director or his/her designee shall provide the Union Business Representative or his/her designee with a written reply within five (5) calendar days after the parties have met. If the General Manager/Director or his/her designee fails to give a written reply within the time limit provided, grievance may be appealed to the next step of the Grievance Procedure.

**Step 3.** If the grievance shall have been submitted but not adjusted under Step 2, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted to a Joint Standing Committee, which shall meet within fourteen (14) calendar days of the appeal, unless extended by mutual agreement of the Company and the Union.

The Joint Standing Committee shall consist of one (1) representative of the Company and one (1) representative of the affiliated Union(s).

The Joint Standing Committee shall meet at least twice per month to investigate, review, and if necessary, conduct a hearing of all outstanding grievances referred to it. Decisions of the Joint Standing Committee shall be final and binding upon all parties at interest. The Joint Standing Committee shall provide a written determination of all cases reviewed within three (3) calendar days after it has met. If the Joint Standing Committee is unable to resolve a grievance before it, the grievance may be appealed to the next step of the Grievance Procedure.

The parties agree that upon notification of the Labor Relations Executive or their designee and the President of the Service Trades Council Union, Step 3 of the grievance procedure may be waived and grievances addressing institutional issues, affecting either the Company or the Council, may be expedited to Step 4.

**Step 4.** If the grievance shall have been submitted but not adjusted under Step 3, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted to an Arbitrator selected from a panel of seven (7) Arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The moving party shall be responsible for requesting the list

from the FMCS within seven (7) days of the request for Arbitration. At this point, the parties have a maximum of fourteen (14) calendar days from the date the list is received, to strike the panel or mutually agree to an Arbitrator. The Rules for the FMCS shall govern the selection of an Arbitrator and the conduct of the arbitration hearing. Unless agreed upon in writing by both parties, the Arbitration hearing must be scheduled to occur within thirty (30) days from selection of the Arbitrator. The Arbitrator shall not have the authority to alter, amend, change, modify, add to or subtract from or reform any provision, Article or language of this Agreement. The Decision of the Arbitrator shall be final and binding on all parties with no further appeal, except for reasons of setting aside an Arbitrator's Award, as set forth in applicable Federal and Florida Statutes. Any joint expense incidental to or arising out of the arbitration shall be borne equally by the Company and the appropriate Union. Only one grievance shall be before a specific Arbitrator at one time.

#### **SECTION 4. GRIEVANCE PROCEDURE**

A grievance having been settled at any step of the Grievance Procedure will be affected no more than seven (7) calendar days after the date of the settlement agreement.

### **ARTICLE 18 – COSTUMES, UNIFORMS, AND PERSONAL**

#### **SECTION 1. COSTUMES AND WORK UNIFORMS**

If the Company requires an employee to wear a uniform or costume, it will be furnished at the Company's expense. Shoes shall be furnished at the employee's cost even if uniformity is required, provided they are generally accepted as street wear.

#### **SECTION 2. SAFETY AND SANITARY CLOTHING AND EQUIPMENT**

Where the Company, for safety purposes, requires the use of protective clothing, shoes, or other safety devices, other than hairnets and headbands, they will be furnished without cost to the employees. The Union agrees to require Regular Part Time employees in those classifications listed in Addendum A to use the devices furnished.

#### **SECTION 3. LAUNDRY AND CLEANING OF CLOTHING PAID BY COMPANY**

Cleaning or laundering the clothing furnished under this Article shall be provided by the Company. Such clothing and other equipment will at all times remain the property of the Company and the employee who is issued any of these items will be fully responsible for seeing that they are properly cared for. Employees who voluntarily take and clean their costumes at home will be responsible for the cost thereof.

#### **SECTION 4. PENALTY FOR LOST CLOTHING OR MISUSE OF CLOTHING AND LOST LOCKER KEYS**

Each employee will be required to sign an authorization for the Company to deduct from wages the amount of money necessary to replace the employee's Company-furnished uniform in the event the uniform is not returned when required, or is defaced or is willfully damaged. An unreturned or lost locker key will result in a wage deduction in the amount necessary to replace the lock on an employee's locker. An employee who willfully defaces, destroys or misuses a Company-furnished uniform is subject to disciplinary action, including dismissal.

#### **SECTION 5. PERSONAL APPEARANCE RULES SET FORTH IN WRITING**

It is recognized that the Company may make and enforce rules relating to the personal appearance which must be set forth in writing and must be reviewed with the Union prior to implementation. In situations where an employee exceeds the size limitations of the costume of his/her current job classification, the Company will make reasonable efforts to transfer such employee.

**SECTION 6. FURNISHED CLOTHING NOT TO BE WORN OFF WALT DISNEY WORLD RESORT PREMISES**

Company furnished clothing is not to be worn off the Walt Disney World Resort premises outside of employee's working hours without permission from management.

**SECTION 7. UNION INSIGNIA**

Employees will be permitted to wear a single pin, mutually agreed upon by the Company and Union, supporting the Service Trades Council Union in non-public areas of the Walt Disney World Resort provided that the pin is no larger than a quarter in size. Employees must remove the pin for scheduled tours in such areas.

**ARTICLE 19 – SAFETY AND HEALTH**

**SECTION 1. COMPANY RESPONSIBILITY**

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Company agrees that it will furnish and maintain sanitary toilet facilities, washrooms, lockers and changing quarters for all employees covered by this Agreement.

**SECTION 2. EMPLOYEE RESPONSIBILITY**

All employees shall obey the Company's safety and health rules.

**SECTION 3. COMPANY - UNION COOPERATION**

- (a) The Company and the Union shall cooperate to further the goal of maintaining safe and sanitary working conditions. The Company may hold safety meetings with required attendance by every employee covered by this Agreement, on work time, as a means of improving safety and educating employees in safe practices. A Union Representative may attend such meetings.
- (b) The Company and the Union recognize the importance of a safe and violence free work environment. In this regard, both parties agree to work cooperatively to prevent and address potential work place violence issues.

**SECTION 4. EXAMINATIONS**

- (a) The Company and the Union acknowledge that the provisions of the Americans with Disabilities Act, as well as parallel state legislation, apply to employees working under this Agreement. In this regard, the Company and the Union commit to meet to resolve potential conflicts between the Americans with Disabilities Act and the Agreement.
- (b) Applicants for employment with the Company may be required to undertake a post-offer, conditional-employment medical examination. Examinations will be conducted by a licensed physician designated and paid for by the Company.
- (c) Employees may be required by the Company to submit to a medical or psychological examination at the Company's expense in the following situations:
  - 1. When the Company needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening his/her health or safety or that of others;
  - 2. When the Company concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation;

3. When the Company concludes it must acquire medical advice to determine whether a local, state or federal health or safety standard can be satisfied;
  4. When the Company is obligated by law to assess, monitor and/or maintain a record of an employee's health status.
  5. Upon an employee's request, an employee shall be provided an opportunity to visit Health Services on the day of his/her injury and on paid time.
- (d) Pursuant to Section 2 above, the Company reserves the right to require an employee to undergo an examination by a licensed physician or certified health care provider designated by the Company at the Company's request. If the employee disagrees with the medical opinion of the Company-designated physician or certified health care provider, the employee may select, at his/her expense, a physician or appropriate certified health care provider to conduct the Company-required medical or psychological examination. The results of that examination must be submitted to the Company-designated physician for concurrence. In the event the two (2) physicians cannot agree, the Company and the employee shall select a third physician from a panel of three (3) physicians supplied by the Company. The cost of the third physician will be paid by the Company.
- (e) Employees whom the Company determines are not able to perform the essential functions of a position, with or without reasonable accommodation, or who pose a direct threat that cannot be reasonably accommodated will be considered for reassignment to vacant positions for which they meet the minimum qualifications. The Company shall not be required to create "Transitional Duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee may be terminated or placed on an appropriate leave of absence.
- (f) Employees enrolled in the Transitional Duty Program shall continue to be covered by the provisions of this Agreement.
- (g) An employee's rights to disability, workers' compensation, or other benefits which are administered independently of this Agreement shall be determined exclusively by the plan terms and laws governing those benefits and not by arbitration under this Agreement.

#### **SECTION 5. IMMINENT DANGER**

No employee shall be compelled to perform work or operate equipment that poses an imminent danger to life or serious physical harm to himself/herself.

### **ARTICLE 20 - EMERGENCY WORK AND RUNNING REPAIRS BY EMPLOYEES**

#### **SECTION 1. EMERGENCY WORK**

Any employee may be requested to perform emergency work, which includes any situation endangering other persons or which might result in property damage.

#### **SECTION 2. RUNNING REPAIRS**

Running repairs may be performed by operating personnel covered by this Agreement, or by personnel regularly assigned to the department where the need for such repairs occurs. Running repairs are generally defined as minor maintenance repairs or adjustments which can be done without a cessation of normal operations, or where such repairs or adjustments can restore such equipment or unit to operation without an extended shut down.

## **ARTICLE 21 – INTERPRETATION**

The parties hereto may interpret, alter or amend this Agreement by mutual action in writing, and no individual employee shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

## **ARTICLE 22 – SEVERABILITY**

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement is held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

## **ARTICLE 23 – PAST PRACTICE**

Any and all pay practices, benefits and work rules enjoyed by the Casual Regular Employees prior to the date of this agreement, unless specifically addressed in this agreement, will remain in effect throughout the duration of this agreement.

## **ARTICLE 24 – PENSION**

Pension for eligible Regular Part Time employees will be in accordance with the Company's existing defined benefit Pension Plan with the ratification of the Regular Full Time 2014 Agreement between Walt Disney World Co. and the Service Trades Council Union. Any change or changes in that defined benefit pension plan agreed to in or in connection with that Agreement will automatically be incorporated into this Agreement and will apply to the Regular Part Time employees for the duration of the 2014 Regular Part Time Agreement. The Company and the Union agree that the Company will in any such event not be obligated to engage in any bargaining over effects, impact or otherwise, over any such change or changes in the defined benefit Pension Plan or over the implementation thereof.

### **SECTION 1. PENSION**

- (a) All employees will be eligible to participate in the Walt Disney World Co. and Associated Companies' Retirement Plan. During the term of this Agreement, the employee's portion of contribution to the Retirement Plan shall be seven (7) cents per hour for all hours worked, not to exceed forty (40) hours per week. Contributions will be for the second through and including the fifth year of participation. While this Agreement is in effect, the Company agrees to keep in effect its presently existing Walt Disney World Co. and Associated Companies' Retirement Plan. The Plan is and shall continue to be qualified under the Employee Retirement Income Security Act of 1974, as amended, and shall otherwise conform to applicable laws. However, nothing contained herein shall constitute or be considered a waiver or forfeiture of any right, power, or discretion which the Company may have, notwithstanding such laws, rules or regulations. The Company will pay the complete contribution for employees in the first year of participation and for all years after five (5) credited years of participation in the Plan. Vesting requires five (5) credited years of service. Copies of the Walt Disney World Co. and Associated Companies' Retirement Plan will be furnished to the Union.
- (b) Entitlement to pension benefits shall be determined exclusively by the plan terms and not by arbitration under this Agreement.

The following schedule is in effect through the life of this Agreement:

**PENSION BENEFIT SCHEDULE AT AGE 65 FOR STRAIGHT LIFE ANNUITY OPTION**

Credited Years of Service	Credited Hours of Service	Maximum Monthly Benefit
1	1,500 – 2,250	24.00
1	2,251 or more	36.00
2	3,000 – 3,750	48.00
2	3,751 or more	60.00
3	4,500 – 5,250	72.00
3	5,251 or more	84.00
4	6,000 – 6,750	96.00
4	6,751 or more	108.00
5	7,500 - 8,250	120.00
5	8,251 or more	132.00
6	9,000 - 9,750	144.00
6	9,751 or more	156.00
7	10,500 - 11,250	168.00
7	11,251 or more	180.00
8	12,000 - 12,750	192.00
8	12,751 or more	204.00
9	13,500 - 14,250	216.00
9	14,251 or more	228.00
10	15,000 - 15,749	240.00
10	15,750 or more	252.50
11	16,500 - 17,249	265.00
11	17,250 or more	277.50
12	18,000 - 18,749	290.00
12	18,750 or more	302.50
13	19,500 - 20,249	315.00
13	20,250 or more	327.50
14	21,000 - 21,749	340.00
14	21,750 or more	352.50
15	22,500 - 23,249	365.00
15	23,250 or more	377.50
16	24,000 - 24,749	390.00
16	24,750 or more	402.50
17	25,500 - 26,249	415.00
17	26,250 or more	427.50
18	27,000 - 27,749	440.00
18	27,750 or more	452.50
19	28,500 - 29,249	465.00
19	29,250 or more	477.50
20	30,000 - 30,749	490.00
20	30,750 or more	502.00
21	31,500 - 32,249	514.00
21	32,250 or more	526.00
22	33,000 - 33,749	538.00
22	33,750 or more	550.00
23	34,500 - 35,249	562.00
23	35,250 or more	574.00
24	36,000 - 36,749	586.00
24	36,750 or more	598.00
25	37,500 – 38,249	610.00

25	38,250 or more	622.00
26	39,000 – 39,749	634.00
26	39,750 or more	646.00
27	40,500 – 41,249	658.00
27	41,250 or more	670.00
28	42,000 – 42,749	682.00
28	42,750 or more	694.00
29	43,500 – 44,249	706.00
29	44,250 or more	718.00
30	45,000 – 45,749	730.00
30	45,750 or more	742.50
31	46,500 – 47,249	755.00
31	47,250 or more	767.50
32	48,000 – 48,749	780.00
32	48,750 or more	792.50
33	49,500 – 50,249	805.00
33	50,250 or more	817.50
34	51,000 – 51,749	830.00
34	51,750 or more	842.50
35	52,500 or more	855.00

Employees will be notified on an annual basis of any delinquency in their pension contribution.

### **ARTICLE 25 – PAID TIME OFF/SICK PAY**

Effective January 1, 2016, and each January 1 thereafter, during the term of this Agreement, all Regular Part Time employees with two (2) or more years of continuous Regular Part Time service who have been paid a minimum of 1250 hours during the prior calendar year will be granted two (2) days paid time off/sick pay.

The following provisions apply to the paid time off/sick pay:

- (a) Must be used in whole day increments
- (b) May be carried over year to year
- (c) Will not be paid out at time of termination or transfer out of a Part Time STCU position
- (d) Pay in lieu of unused paid days off/sick pay shall not be granted

### **ARTICLE 26 – SUBCONTRACTING**

During the term of this Agreement, the Company agrees that it will not subcontract work for the purpose of evading its obligations under this Agreement. However, it is understood and agreed that the Company shall have the right to subcontract in the following instances and will give notice of such subcontracting to the Union when possible:

- (a) Where some work is required to be sublet to maintain a legitimate manufacturer's warranty; or
- (b) Where the subcontracting of work will not result in the termination or layoff, or the failure to recall from layoff, any Regular Full Time employee qualified and classified to do the work; or
- (c) Where the employees of the Company lack the skills or qualifications or the Company does not possess the requisite equipment for carrying out the work; or where
- (d) Because of size, complexity or time of completion, it is impractical or uneconomical to do the work with Company equipment and personnel.



## ARTICLE 27 – WORK BY SUPERVISORS

It is recognized that the duties of a Supervisor are, as the designation implies, largely of a supervisory nature. Accordingly, Supervisors shall not perform work such as that performed by the employees as herein defined, except:

- (a) For emergency purposes.
- (b) In the instruction and training of employees or Supervisors.
- (c) Work of an experimental nature.
- (d) Testing materials and production.
- (e) Start up and closing down of operations.
- (f) To protect Company property and/or to ensure the safety of guests and/or employees.
- (g) To provide uninterrupted services in order to ensure a positive guest and/or employee experience.

Work by Supervisors as described by the provisions of this Article is not intended as a means by which the Company may eliminate any bargaining unit position(s) or shift(s). In the event the Union believes that the provisions of this Article have been violated, the Union may request an immediate meeting to resolve the matter with the appropriate representative of Management and the Labor Relations Executive or their designee. All grievances arising over an alleged violation shall be subject to the provision of Article 17-Grievance Procedure.

## ARTICLE 28 – ALCOHOL AND DRUG ABUSE POLICY

For purposes of this Agreement, the terms “drug” or “drug tests” shall include both drugs and alcohol, as appropriate. The Employer and the Union recognize that many areas of the Employer's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers and its employees. As part of its effort to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

**SECTION 1.** The Company recognizes that employees have a right to privacy and that any adverse action taken against any employee for off-duty conduct shall take into account the employee's right to privacy and the impact of the employee's conduct on his/her job performance, the Company's reputation, or the public's perception of the Company's contract performance. Any disciplinary action for such drug-related conduct will be subject to the Grievance Procedure. With respect to any alleged off-duty related conduct, the arbitrator will be specifically instructed to balance the employee's right to privacy in his/her off-duty time with other legitimate job-related concerns in weighing the contractual propriety of disciplinary action.

**SECTION 2.** Bargaining unit employees will be subject to drug and alcohol testing under the following circumstances:

- (a) Where there is an objective reasonable basis that an employee has an in-system presence of any illegal drug, controlled substance or alcohol, hereinafter referred to as “substances,” while on duty or on Company property immediately preceding or following the work shift. For

purposes of this Agreement, the terms “employee” or “bargaining unit employee” includes not only persons employed in positions covered by the STCU Agreement, but also persons being recalled into such positions.

- (b) As part of a post-accident investigation in cases where:
  1. The individual(s) subject to testing is directly linked to the accident.
  2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed \$4,500.00.
  3. One or more motor vehicle incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by the tow truck or other motor vehicle. Testing associated with an accident will take place as soon as possible, under the circumstances.
- (c) A government agency duly concerned with Walt Disney World Co. (e.g. Department of Transportation, etc.) advises the Company that employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of future employment. In such instances, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with the government regulations and the procedures established by this Agreement and shall not commence until the Union and the Company have had a reasonable opportunity to discuss the impact of the government directive.
- (d) Random testing as part of follow-up to rehabilitation and only for a reasonable period of time after rehabilitation supervised by the Company’s Employee Assistance Program, or any successor thereto, not to exceed one year.
- (e) A random drug/alcohol testing program may be implemented for certain positions within this Agreement. If such a decision is made the Company will meet and agree with the affected individual Union affiliate regarding the positions subject to random drug/alcohol testing, the date of implementation and the logistics of the program. Employees transferring into any such position will be subject to drug testing prior to transfer. Such positions that are deemed to be subject to a random drug/alcohol testing pool will include testing of the same substances and at the same levels described in Section 9 below.
- (f) Employees transferring into positions for which the Company requires pre-employment testing will be subject to such testing prior to transfer.

**SECTION 3.** An employee will not be tested under Section 2(a) above unless his/her actions and/or conduct or other related circumstances provide an objective reasonable basis to believe that the employee may have ingested drugs or alcohol and/or is suffering from impairment that will in some way adversely affect his/her alertness, coordination, reaction, response, safety, or the safety of others, while on duty or on Company property. Where possible, this shall be discussed with the Union Shop Steward. Such observation will be confirmed by another member of supervision wherever possible and will be documented. Employees will not be subject to such testing without the express consent of a senior member of Management different from the observation Supervisor, and prior notification to and consent of Labor Relations.

**SECTION 4.** Any employee directed for testing shall be advised of his/her right to the presence of a Shop Steward before any pre-test meetings with Management. Provided a Shop Steward has been requested and is available, no specimen will be collected until the Shop Steward can discuss the matter with Management. The Union agrees that the procedures described in Sections 3 and 4 shall not operate in a manner that will impede timely collection of a biological specimen. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

**SECTION 5.** Any employee who tests negative to any drug test under this Agreement (other than follow-up testing to rehabilitation) shall be compensated for all lost time, at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of premium eligibility.

**SECTION 6.** Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the Company will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Company has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Any evidence of any form of tampering, altering, or diluting of a specimen will result in discharge.

**SECTION 7.** Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the Company to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

If a dispute should arise over the selection of drug test laboratories, such dispute shall be resolved by arbitration. The laboratory(s) selected must, upon request, identify the drugs tested for, the methods used, the manufacturers of the test, the analytical limits and levels used, the methods of reporting results and the chain of custody procedures used to produce forensically acceptable test results. To be qualified under this Section, the laboratory must participate in a program of "blind proficiency" testing where they analyze samples sent by an independent party.

**SECTION 8.** The drug test will be performed utilizing urinalysis to screen for the following substances:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

The initial test shall use an immunoassay that meets the requirements of the Food and Drug Administration for Commercial Distribution. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical Review Officer prior to release to the Company. The Medical Review Officer, upon written request from the employee, will report test results to the Union Business Agent. The Union agrees that Florida Hospital Centra Care is an acceptable Medical Review Officer but reserves the right to withhold approval of University Services with adequate notice in the event that Florida Hospital Centra Care status should change in the future.

**SECTION 9.** The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be the same as those called out in the Federal Register, and may be modified whenever changed by the Department of Health and Human Services as advances in technology or other considerations warrant identification of new substances and/or concentrations.

In the event that the Company elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the Company will give the Union written notice of the test methodology used and the threshold levels employed. Positive thresholds for any other test methodologies will be reviewed with the Union before they are applied. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration. It will be the burden of the Company to establish the acceptability of the test and the reasonableness of the threshold.

**SECTION 10.** The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the Union or the Employer. Any re-analysis performed will be done on the original sample provided. The Medical Review Officer shall endeavor to notify the Employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result. Additionally or as an alternative, the employee may have the sample tested at a certified laboratory of his/her choice. Should this test result be negative, the test results will be considered negative.

**SECTION 11.** Initial tests and re-analysis requested by the Company will be paid by the Company; costs of re-analysis for reconciliation will be split between the employee and the Company. In the event the initial test is proven to be a false positive the employee shall be reimbursed for cost of test procedures paid for by the employee.

**SECTION 12.** The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the Company to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

**SECTION 13.** Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this policy if a test reveals the presence of alcohol at a level of .08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than .08%, the results of the test will be considered along with all other relevant information (e.g. employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this policy. The presumption regarding the presence of alcohol of less than .05% by weight is rebuttable based on consideration of all other relevant information (e.g., employee conduct, speech, performance, etc.). The Company bears the burden of proof in rebutting such presumption. In the event an employee objects to alcohol testing by blood sample, the Company will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.

The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and which is operated by a certified technician, shall be conclusive proof of the accuracy of the results.

Furthermore, the Company reserves the right to abandon blood samples in favor of the alcohol breath analyzer referenced above.

**SECTION 14.** Any employee who has a confirmed positive test will be required to participate in the Employee Assistance Program (EAP). Failure to seek and receive EAP assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. If an employee is subject to disciplinary action under existing practices, the use of substances shall not be a defense to circumvent existing practices or to avoid disciplinary action. Participation in the EAP shall be taken into account in considering appropriate disciplinary action. No employee shall be discharged as a result of a positive drug or alcohol test pursuant to Section 2(a), (b), (e) or (f) above, so long as he or she agrees to participate in an EAP, the cost of which will be covered by Company-provided health insurance to the extent required by the plan terms. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation through the EAP for substances on the same basis as it is granted for other medical conditions.

**SECTION 15.** Test results shall be communicated by the Medical Review Officer, or the designated Company representative. The Company shall be responsible for maintaining confidentiality of test records and test results will be communicated to job site Management strictly on a "need to know"

basis. Employee drug test records shall not be released outside the Walt Disney World Co. unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. Copies of such reports will be provided to the Union when authorized in writing by the affected employee.

**SECTION 16.** Except in the case of a positive random test after referral to the EAP which shall be conclusive proof of just cause for termination, when and if it becomes necessary to impose discipline for drug-related conduct or job performance, discipline will be judged by the contractual just cause standard and will be subject to the Grievance/arbitration Procedure. Except to the extent the employee(s) withholds written consent as to particular documents personal to him, the Company agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this policy, neither the Company nor the Union waive any legal rights. The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

**SECTION 17.** The Company shall provide education for Management personnel regarding observation techniques, the availability and desirability of the Employee Assistance Programs and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining confidentiality of all drug-related information and referring employees who may have a problem to appropriate counseling.

**SECTION 18.** The Company agrees that it shall indemnify and hold the Union harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way are related to, the Union's negotiation or participation in the foregoing drug policy applicable to bargaining unit employees and applicants, or the Company's activities in carrying out this drug testing program.

## **ARTICLE 29 – TERM OF AGREEMENT**

### **SECTION 1. TERM**

This Agreement and any further amendment or supplement hereto shall be in full force and effect from March 30, 2014 and from year to year thereafter, subject to the right of either party to terminate the same at the anniversary of September 21, 2019 upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination. Subsequently, the PT STCU Contract will automatically extend for sixty (60) days from the ratification of the Regular Full Time STCU Contract. Additionally, the parties agree that the Regular Full Time STCU negotiated economics (applicable to the PT STCU Contract) will apply to the PT STCU Employees.

### **SECTION 2. COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as provided specifically in Section 2 or 3 of this Article, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**SECTION 3. LIMITED REOPENER**

The parties agree to reopen the Contract upon written notice no later than sixty (60) days preceding September 24, 2017 solely to negotiate wage increases in accordance with Article 12, Section 1 and Addendum A. If the parties are unable to reach agreement regarding wages, thirty (30) days after September 24, 2017, the Agreement shall expire unless mutually extended by the parties.

## Addendum A

### Non-Tipped Classifications

Job Title	Eff 2014 <sup>b</sup>		Eff 5/24/2015 <sup>c</sup>		Eff 7/31/2016 <sup>c</sup>	
	Min	Max	Min	Max	Min	Max
ACADEMY ARTIST	\$9.50	\$14.90	\$10.00	\$15.25	\$10.50	\$15.60
ATTRACTION H/H	\$9.00	\$13.92	\$9.50	\$14.27	\$10.00	\$14.62
ATTRACTION H/H KSR <sup>1</sup>	\$10.00	\$14.92	\$10.50	\$15.27	\$11.00	\$15.62
ATTRACTION H/H TRAILS <sup>1</sup>	\$9.50	\$14.42	\$10.00	\$14.77	\$10.50	\$15.12
BANQUET FACILITY HIGH RATE OVERRIDE	\$9.55	\$14.98	\$10.05	\$15.33	\$10.55	\$15.68
BOUTIQUE HOSTESS	\$9.90	\$14.35	\$10.40	\$14.70	\$10.90	\$15.05
BUS DRIVER	\$11.65	\$17.46	\$12.15	\$17.81	\$12.65	\$18.16
BUS DRIVER DISPATCHER <sup>1</sup>	\$13.15	\$18.96	\$13.65	\$19.31	\$14.15	\$19.66
CHARACTER ATTENDANT	\$9.00	\$13.94	\$9.50	\$14.29	\$10.00	\$14.64
CHARACTER CAPTAIN	\$11.45	\$16.34	\$11.95	\$16.69	\$12.45	\$17.04
CHARACTER PERFORMER	\$10.10	\$14.66	\$10.60	\$15.01	\$11.10	\$15.36
CHEF ASSISTANT	\$12.95	\$17.97	\$13.45	\$18.32	\$13.95	\$18.67
CHEF ASSISTANT BANQUETS <sup>1</sup>	\$13.45	\$18.47	\$13.95	\$18.82	\$14.45	\$19.17
CHEF ASSISTANT PASTRY/BAKERY	\$12.95	\$17.97	\$13.45	\$18.32	\$13.95	\$18.67
CHEF ASSISTANT SIGNATURE RESTAURANT <sup>1</sup>	\$13.45	\$18.47	\$13.95	\$18.82	\$14.45	\$19.17
CHILDREN ACTIVITIES H/H	\$9.00	\$14.20	\$9.50	\$14.55	\$10.00	\$14.90
CONSTRUCTION SEWING SPECIALIST 1	\$9.75	\$15.10	\$10.25	\$15.45	\$10.75	\$15.80
CONSTRUCTION SEWING SPECIALIST 2	\$9.53	\$14.90	\$10.03	\$15.25	\$10.53	\$15.60
CONSTRUCTION SEWING SPECIALIST 3	\$9.10	\$14.35	\$9.60	\$14.70	\$10.10	\$15.05
CONSTRUCTION SUPPORT SPECIALIST	\$10.50	\$16.08	\$11.00	\$16.43	\$11.50	\$16.78
CONVENTION GUIDE	\$9.15	\$13.80	\$9.65	\$14.15	\$10.15	\$14.50
COOK 1	\$11.95	\$16.61	\$12.45	\$16.96	\$12.95	\$17.31
COOK 1 PASTRY/BAKERY	\$11.95	\$16.61	\$12.45	\$16.96	\$12.95	\$17.31
COOK 2	\$10.40	\$14.90	\$10.90	\$15.25	\$11.40	\$15.60
COOK 2 PASTRY/BAKERY	\$10.40	\$14.90	\$10.90	\$15.25	\$11.40	\$15.60
COSMETOLOGIST	\$11.90	\$17.85	\$12.40	\$18.20	\$12.90	\$18.55
COSTUME ASSISTANT 1	\$9.75	\$15.10	\$10.25	\$15.45	\$10.75	\$15.80
COSTUME ASSISTANT 2	\$9.50	\$14.90	\$10.00	\$15.25	\$10.50	\$15.60
COSTUME ASSISTANT 3	\$9.05	\$14.35	\$9.55	\$14.70	\$10.05	\$15.05
COSTUME CAM SPECIALIST 1	\$16.10	\$23.01	\$16.60	\$23.36	\$17.10	\$23.71
COSTUME CAM SPECIALIST 2	\$13.05	\$19.18	\$13.55	\$19.53	\$14.05	\$19.88
COSTUME H/H	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
COSTUME SPECIALIST	\$9.10	\$14.20	\$9.60	\$14.55	\$10.10	\$14.90
COSTUME SPECIALIST SR	\$9.20	\$14.47	\$9.70	\$14.82	\$10.20	\$15.17
COSTUMING FIRST HAND 1	\$16.10	\$23.01	\$16.60	\$23.36	\$17.10	\$23.71
COSTUMING FIRST HAND 2	\$13.05	\$19.18	\$13.55	\$19.53	\$14.05	\$19.88
COT 1 CHEF ASSISTANT	\$14.30	\$19.78	\$14.80	\$20.13	\$15.30	\$20.48
COT 2 BUS DRIVER	\$13.15	\$18.57	\$13.65	\$18.92	\$14.15	\$19.27

## Addendum A

### Non-Tipped Classifications

Job Title	Eff 2014 <sup>6</sup>		Eff 5/24/2015 <sup>7</sup>		Eff 7/31/2016 <sup>7</sup>	
	Min	Max	Min	Max	Min	Max
COT 3 LIFEGUARD/MONORAIL/ WATERCRAFT	\$11.85	\$17.19	\$12.35	\$17.54	\$12.85	\$17.89
COT 4	\$11.35	\$16.68	\$11.85	\$17.03	\$12.35	\$17.38
COT 5 FRIENDSHIP/SASSAGOULA	\$12.00	\$17.30	\$12.50	\$17.65	\$13.00	\$18.00
COT 6 MONORAIL/WATERCRAFT	\$12.50	\$17.81	\$13.00	\$18.16	\$13.50	\$18.51
COT 7 CHARACTERS	\$11.45	\$16.68	\$11.95	\$17.03	\$12.45	\$17.38
CUSTODIAL CAMPGROUND H/H <sup>1</sup>	\$9.65	\$14.45	\$10.15	\$14.80	\$10.65	\$15.15
CUSTODIAL H/H	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
CUSTODIAL H/H TCU	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
CUSTODIAL UTILITY H/H <sup>1</sup>	\$9.40	\$14.20	\$9.90	\$14.55	\$10.40	\$14.90
CUSTODIAL UTILITY H/H TCU <sup>1</sup>	\$9.40	\$14.20	\$9.90	\$14.55	\$10.40	\$14.90
CUSTODIAL WATERTANK/TRASH TRUCK <sup>1</sup>	\$11.05	\$16.39	\$11.55	\$16.74	\$12.05	\$17.09
DATA MAINTENANCE <sup>1</sup>	\$10.25	\$15.17	\$10.75	\$15.52	\$11.25	\$15.87
DATA MAINTENANCE FLORAL <sup>1</sup>	\$10.25	\$15.19	\$10.75	\$15.54	\$11.25	\$15.89
ENTERTAINMENT TECH 1	\$15.25	\$21.95	\$15.75	\$22.30	\$16.25	\$22.65
ENTERTAINMENT TECH 2	\$13.40	\$19.90	\$13.90	\$20.25	\$14.40	\$20.60
ENTERTAINMENT TECH 3	\$12.00	\$18.23	\$12.50	\$18.58	\$13.00	\$18.93
ENTERTAINMENT TECH 4	\$10.65	\$16.44	\$11.15	\$16.79	\$11.65	\$17.14
ENTERTAINMENT TECH RIGGER <sup>1</sup>	\$18.25	\$24.95	\$18.75	\$25.30	\$19.25	\$25.65
ENVIRONMENTAL RECYCLING H/H <sup>1</sup>	\$10.50	\$15.30	\$11.00	\$15.65	\$11.50	\$16.00
FISHING GUIDE H/H	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
FLORAL DESIGNER 1	\$10.80	\$16.44	\$11.30	\$16.79	\$11.80	\$17.14
FLORAL DESIGNER 2	\$9.30	\$14.47	\$9.80	\$14.82	\$10.30	\$15.17
FLORAL H/H	\$9.00	\$13.94	\$9.50	\$14.29	\$10.00	\$14.64
FLORAL SALES H/H	\$9.15	\$14.39	\$9.65	\$14.74	\$10.15	\$15.09
FOOD & BEV H/H	\$9.15	\$13.80	\$9.65	\$14.15	\$10.15	\$14.50
FOOD & BEV STEWARD	\$9.00	\$13.85	\$9.50	\$14.20	\$10.00	\$14.55
FOOD & BEV STEWARD PEO	\$10.00	\$14.85	\$10.50	\$15.20	\$11.00	\$15.55
FOOD HANDLER	\$9.55	\$14.94	\$10.05	\$15.29	\$10.55	\$15.64
FOOD SERVICE QSR H/H	\$9.15	\$14.35	\$9.65	\$14.70	\$10.15	\$15.05
FOOD SERVICE QSR H/H MK <sup>1</sup>	\$9.90	\$15.10	\$10.40	\$15.45	\$10.90	\$15.80
FOOD SERVICE QSR SPEC BEV H/H <sup>1</sup>	\$9.45	\$14.65	\$9.95	\$15.00	\$10.45	\$15.35
FOOD SERVICE QSR SPEC BEV H/H MK <sup>1</sup>	\$10.20	\$15.40	\$10.70	\$15.75	\$11.20	\$16.10
FRIENDSHIP/SASSAGOULA H/H 1	\$9.20	\$14.43	\$9.70	\$14.78	\$10.20	\$15.13
FRIENDSHIP/SASSAGOULA H/H 2 <sup>2</sup>	\$10.20	\$15.52	\$10.70	\$15.87	\$11.20	\$16.22
GARMENT CUTTER 1	\$10.50	\$16.08	\$11.00	\$16.43	\$11.50	\$16.78
GARMENT CUTTER 2	\$9.50	\$14.90	\$10.00	\$15.25	\$10.50	\$15.60
HAIR & MAKEUP ASSOCIATE	\$10.80	\$16.44	\$11.30	\$16.79	\$11.80	\$17.14
HAT SPECIALIST 1	\$10.05	\$15.51	\$10.55	\$15.86	\$11.05	\$16.21
HAT SPECIALIST 2	\$9.50	\$14.90	\$10.00	\$15.25	\$10.50	\$15.60



## Addendum A

### Non-Tipped Classifications

Job Title	Eff 2014 <sup>6</sup>		Eff 5/24/2015 <sup>7</sup>		Eff 7/31/2016 <sup>7</sup>	
	Min	Max	Min	Max	Min	Max
INNOVENTIONS PRESENTER H/H <sup>1</sup>	\$10.00	\$14.92	\$10.50	\$15.27	\$11.00	\$15.62
LAUNDRY ADVANCED ASSISTANT	\$9.20	\$14.20	\$9.70	\$14.55	\$10.20	\$14.90
LAUNDRY ASSISTANT	\$9.00	\$13.94	\$9.50	\$14.29	\$10.00	\$14.64
LAUNDRY DRY CLEAN/VALET SPECIALIST	\$10.80	\$16.44	\$11.30	\$16.79	\$11.80	\$17.14
LAUNDRY DRY CLEAN/VALET/SPOTTER SPEC	\$12.45	\$18.52	\$12.95	\$18.87	\$13.45	\$19.22
LAUNDRY HELPER	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
LAUNDRY PRESSER	\$9.40	\$14.47	\$9.90	\$14.82	\$10.40	\$15.17
LAUNDRY SPECIALIST	\$9.40	\$14.47	\$9.90	\$14.82	\$10.40	\$15.17
LAUNDRY SPECIALIST SR	\$9.50	\$14.90	\$10.00	\$15.25	\$10.50	\$15.60
LAUNDRY SYSTEMS OPERATOR	\$10.25	\$15.78	\$10.75	\$16.13	\$11.25	\$16.48
LAUNDRY SYSTEMS OPERATOR SR	\$10.80	\$16.44	\$11.30	\$16.79	\$11.80	\$17.14
LAUNDRY VALET SPECIALIST	\$9.50	\$14.90	\$10.00	\$15.25	\$10.50	\$15.60
LIFEGUARD ADVANCED RESCUE PATROL	\$10.65	\$15.45	\$11.15	\$15.80	\$11.65	\$16.15
LIFEGUARD DEEP WATER	\$10.25	\$15.21	\$10.75	\$15.56	\$11.25	\$15.91
LIFEGUARD SHALLOW WATER	\$9.25	\$14.47	\$9.75	\$14.82	\$10.25	\$15.17
MILLINER	\$11.90	\$17.85	\$12.40	\$18.20	\$12.90	\$18.55
MONORAIL CENTRAL CONTROLLER	\$12.70	\$19.43	\$13.20	\$19.78	\$13.70	\$20.13
MONORAIL H/H 1	\$9.45	\$15.09	\$9.95	\$15.44	\$10.45	\$15.79
MONORAIL H/H 2 <sup>2</sup>	\$9.90	\$15.52	\$10.40	\$15.87	\$10.90	\$16.22
MONORAIL H/H 3 <sup>3</sup>	\$10.30	\$15.90	\$10.80	\$16.25	\$11.30	\$16.60
MONORAIL H/H 4 <sup>4</sup>	\$10.45	\$16.14	\$10.95	\$16.49	\$11.45	\$16.84
OPS SEWING SPECIALIST 1	\$9.53	\$14.90	\$10.03	\$15.25	\$10.53	\$15.60
OPS SEWING SPECIALIST 2	\$9.35	\$14.47	\$9.85	\$14.82	\$10.35	\$15.17
OPS SEWING SPECIALIST 3	\$9.10	\$14.20	\$9.60	\$14.55	\$10.10	\$14.90
PARKING H/H	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
PARTY FACILITATOR H/H	\$9.00	\$14.20	\$9.50	\$14.55	\$10.00	\$14.90
PIRATE H/H	\$9.90	\$14.35	\$10.40	\$14.70	\$10.90	\$15.05
POOL ATTENDANT	\$9.10	\$14.47	\$9.60	\$14.82	\$10.10	\$15.17
RANCH HAND	\$9.85	\$15.16	\$10.35	\$15.51	\$10.85	\$15.86
RANCH HAND HELPER	\$9.00	\$14.35	\$9.50	\$14.70	\$10.00	\$15.05
RANCH HAND SR	\$11.30	\$16.44	\$11.80	\$16.79	\$12.30	\$17.14
RECREATION H/H	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
RESORT BELL SERVICES DISPATCHER	\$9.50	\$13.80	\$10.00	\$14.15	\$10.50	\$14.50
RESORT CONCIERGE H/H	\$10.35	\$15.00	\$10.85	\$15.35	\$11.35	\$15.70
RESORT FRONT DESK ADVISOR <sup>1</sup>	\$11.35	\$15.97	\$11.85	\$16.32	\$12.35	\$16.67
RESORT GUEST SERVICE H/H	\$9.85	\$14.47	\$10.35	\$14.82	\$10.85	\$15.17
RESORT HOSPITALITY H/H	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
RESORT HOUSEKEEPING H/H	\$9.50	\$14.17	\$10.00	\$14.52	\$10.50	\$14.87

## Addendum A

### Non-Tipped Classifications

Job Title	Eff 2014 <sup>6</sup>		Eff 5/24/2015 <sup>7</sup>		Eff 7/31/2016 <sup>7</sup>	
	Min	Max	Min	Max	Min	Max
RESORT HOUSEPERSON	\$9.15	\$14.17	\$9.65	\$14.52	\$10.15	\$14.87
RESORT SPA & FITNESS H/H	\$9.85	\$14.47	\$10.35	\$14.82	\$10.85	\$15.17
RESORT THEMED DOORMAN	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
SALES H/H	\$9.00	\$13.92	\$9.50	\$14.27	\$10.00	\$14.62
SALES H/H PERSONALIZATION <sup>1</sup>	\$9.50	\$14.42	\$10.00	\$14.77	\$10.50	\$15.12
SLIDE OPERATOR	\$9.00	\$13.92	\$9.50	\$14.27	\$10.00	\$14.62
VACATION GREETER	\$9.00	\$13.80	\$9.50	\$14.15	\$10.00	\$14.50
VACATION PLANNER	\$9.41	\$14.66	\$9.91	\$15.01	\$10.41	\$15.36
VACATION PLANNER FULFILLMENT <sup>1</sup>	\$9.91	\$15.16	\$10.41	\$15.51	\$10.91	\$15.86
WATERCRAFT H/H 1	\$9.90	\$15.52	\$10.40	\$15.87	\$10.90	\$16.22
WATERCRAFT H/H 2 <sup>2</sup>	\$10.50	\$15.90	\$11.00	\$16.25	\$11.50	\$16.60
WATERCRAFT H/H 3 <sup>5</sup>	\$10.85	\$16.40	\$11.35	\$16.75	\$11.85	\$17.10

- <sup>1</sup> Stated as an independent classification (no longer a premium version of another classification)
- <sup>2</sup> After one year of transportation experience
- <sup>3</sup> After two years of transportation experience
- <sup>4</sup> After five years of transportation experience
- <sup>5</sup> After five years WDW Boat experience
- <sup>6</sup> Sunday following tentative agreement August 17, 2014
- <sup>7</sup> Cast Members who are stated to a PT STCU role on the day prior to the effective dates listed above will be eligible to receive the designated Common Date Annual increase for their stated classification

Where applicable, independent Coordinator classifications may also exist at a rate \$1.50 above the relevant classification used as a basis.

The Company may continue and/or implement the following hiring and/or retention initiatives including, but not limited to, hiring and/or retention bonus payments, hiring referral program incentives, relocation assistance, and any other incentive and/or retention initiative deemed appropriate by the Company to meet hiring and retention needs.

Wage rates may be periodically increased for any Classification, but the Company agrees that in such instances, the Company will notify the Union and discuss proposed increases prior to implementation. If the minimum rate is increased above the wage rate of any current Employees in the same classification, the current Employee's rate would be automatically adjusted to at least the new min. rate.

## Addendum A

### *Tipped Classifications*

**Tipped employees hired prior to October 30, 1988 and who have remained in a tipped classification**

Job Classification	Effective 12/28/2014	Effective 12/27/2015	Effective 1/1/2017
Banquet Facility H/H (T)	\$6.45	\$6.60	\$6.75
Banquet Service H/H (T)	\$5.10	\$5.25	\$5.40
Banquet Service H/H (T) 7(i)	\$5.10	\$5.25	\$5.40
Beverage Captain (T)	\$6.65	\$6.80	\$6.95
Beverage Captain (T) 7(i)	\$6.65	\$6.80	\$6.95
Beverage H/H (T)	\$6.95	\$7.10	\$7.25
Beverage H/H Banquets (T)	\$6.30	\$6.45	\$6.60
Beverage H/H Banquets (T) 7(i)	\$6.30	\$6.45	\$6.60
Food & Bev Assistant (T)	\$6.30	\$6.45	\$6.60
Food & Bev Captain (T)	\$5.75	\$5.90	\$6.05
Food & Bev Captain (T) 7(i)	\$5.75	\$5.90	\$6.05
Food & Bev Dinner Show Server (T)	\$5.10	\$5.25	\$5.40
Food & Bev Dinner Show Server (T) 7(i)	\$5.10	\$5.25	\$5.40
Food & Bev Service H/H (T)	\$5.10	\$5.25	\$5.40
Golden Oak Server/Bartender (T)	\$6.30	\$6.45	\$6.60
Resort Bell Services H/H (T)	\$5.25	\$5.40	\$5.55
Special Service H/H (T)	\$5.45	\$5.60	\$5.75

## Addendum A

### Tipped employees hired prior to October 30, 1988 and who have remained in a tipped classification

Job Classification	Effective 12/28/2014	Effective 12/27/2015	Effective 1/1/2017
Banquet Facility H/H (T)	\$6.09	\$6.24	\$6.39
Banquet Service H/H (T)	\$5.10	\$5.25	\$5.40
Banquet Service H/H (T) 7(i)	\$5.10	\$5.25	\$5.40
Beverage Assistant (T)	\$5.60	\$5.75	\$5.90
Beverage Captain (T)	\$5.95	\$6.10	\$6.25
Beverage Captain (T) 7(i)	\$5.95	\$6.10	\$6.25
Beverage H/H (T)	\$6.25	\$6.40	\$6.55
Beverage H/H Banquets (T)	\$5.60	\$5.75	\$5.90
Beverage H/H Banquets (T) 7(i)	\$5.60	\$5.75	\$5.90
Food & Bev Assistant (T)	\$6.30	\$6.45	\$6.60
Food & Bev Captain (T)	\$5.10	\$5.25	\$5.40
Food & Bev Captain (T) 7(i)	\$5.10	\$5.25	\$5.40
Food & Bev Dinner Show Server (T)	\$5.10	\$5.25	\$5.40
Food & Bev Dinner Show Server (T) 7(i)	\$5.10	\$5.25	\$5.40
Food & Bev Service H/H (T)	\$5.10	\$5.25	\$5.40
Golden Oak Server/Bartender (T)	\$6.30	\$6.45	\$6.60
Resort Bell Services H/H (T)	\$5.10	\$5.25	\$5.40
Special Service H/H (T)	\$5.10	\$5.25	\$5.40

Rates indicate a \$0.15 increase. Wage rates may be periodically increased for any Classification, but the Company agrees that in such instances, the Company will notify the Union and discuss proposed increases prior to implementation.

#### **Non-tipped rates for Cast Members in Tipped classifications:**

<b><u>Paid Time Off/Sick Pay:</u></b>	<b><u>Food &amp; Beverage Steward Rate of Pay</u></b>
Training (Resort Bell Services only):	Resort Hospitality H/H rate of pay
Investigatory Suspension (excluding Banquets and Dinner Shows):	Food Handler rate of pay
Investigatory Suspension (Banquets and Dinner shows only):	Tipped rate plus estimated lost gratuities

The Company may continue and/or implement the following hiring and/or retention initiatives including, but not limited to, hiring and/or retention bonus payments, hiring referral program incentives, relocation assistance, and any other incentive and/or retention initiative deemed appropriate by the Company to meet hiring and retention needs.

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

**FOR THE SERVICE TRADES COUNCIL UNION:**

/s/ Edward K. Chambers  
(Edward K. Chambers)  
Service Trades Council Union President  
United Food & Commercial Workers, Local 1625

/s/ Donna-Lynne Dalton  
(Donna-Lynne Dalton)  
Service Trades Council Union Secretary-Treasurer  
International Brotherhood of Teamsters, Local 385

/s/ Brian J. Lawlor  
(Brian J. Lawlor)  
Service Trades Council Union Vice President  
International Alliance of Theatrical Stage Employees, Local 631  
AFL-CIO

/s/ Joseph P. Condo  
(Joseph P. Condo)  
Service Trades Council Union Vice President  
Transportation Communications Union/IAM, Lodge 1908  
AFL-CIO

/s/ Eric Clinton  
(Eric Clinton)  
Service Trades Council Union Vice President  
UNITE HERE! Local 362

/s/ Jeremy Cruz-Haicken  
(Jeremy Cruz-Haicken)  
Service Trades Council Union Vice President  
UNITE HERE! Local 737

## **FOR THE AFFILIATED SERVICE TRADES COUNCIL UNIONS:**

### **International Alliance of Theatrical Stage Employees, Local 631, AFL-CIO**

Brian J. Lawlor – International VP  
Joe Shelton – Business Agent  
Dennis Hus – Assistant Business Agent

### **International Brotherhood of Teamsters, Local 385**

Mike Stapleton – President  
Walt Howard – Vice President /Business Agent  
Donna-Lynne Dalton – Recording Secretary/Business Agent  
Orlando Marino – Chief Steward Character Department  
Linda Jones – Chief Steward, retired

### **Transportation Communications Union/IAM Lodge 1908, AFL-CIO**

Joe Condo – National VP  
Matt Hollis – National Representative  
Gary Lamboy – National Field Representative

### **United Food & Commercial Workers, Local 1625**

Ed Chambers – President  
Juleeann Jerkovich – Secretary-Treasurer

### **UNITE HERE! Local 362, AFL-CIO**

Eric Clinton – President  
Jeremy Yassen – Lead Organizer  
Eli Rivera – Custodial, Fort Wilderness Campground  
Kim Hanley – Custodial, Disney's Animal Kingdom  
Travis Joyner – Attraction, Disney's Animal Kingdom  
Jim Mykins – Custodial, Downtown Disney

### **UNITE HERE! Local 737, AFL-CIO**

Jeremy Cruz-Haicken, President  
Hector Jordan, Vice President  
Angela McKinnon, Financial Secretary Treasurer  
Maria Carrillo, Recording Secretary

**FOR THE COMPANY:**

/s/ J. Robbin Almand

(J. Robbin Almand)

Vice President, Labor Relations

Walt Disney Parks and Resorts, U.S.

**WALT DISNEY PARKS AND RESORTS U.S. NEGOTIATING COMMITTEE:**

J. Robbin Almand

Bill Dinger

Bill Pace

Briana Mascaro

Christie Sutherland

Dan Cockerell

David Hunter

Kevin Myers

Kristin McLean

Mark Bartschi

Mary K. Hayes

Melina S. Alvarado

Nancy Clark

Torrey Bielick

Tyson Tinsley

## **Addendum B-1 UNITE HERE! Local 737**

### **All Food and Beverage, Culinary and Stewarding**

The Food and Beverage Policies and Procedures are applicable only when the Cast Member is working in a job classification to which the specific policy applies, e.g., If a Food and Beverage Cast Member transfers from a non-tipped position to a tipped position or vice-versa the applicable guidelines will be applied automatically without having to go through the re-signing process.

There will be a minimum of one (1) schedule bid per year for Food and Beverage Cast Members.

Walkouts, food allergy procedure violations and explanations to the Guest of the gratuity policy shall not result in automatic discipline.

### **FOOD AND BEVERAGE TIPPED**

Service Charge for Parties of Six (6) or more

An eighteen percent (18%) service charge will be included on all guest checks of parties of six (6) or more.

1. The guests will be advised of the policy by the first Host/ess (i.e., DRC, Guest Services, Concierge, or Seating Host/ess) to accept the guest's reservations.
2. In addition to the above, the policy will be printed on the menus.
3. If a party of six (6) or more, regardless of reservation size, arrives and is seated at the same table and receives separate checks, the automatic service charge shall apply.
4. If a party of six (6) or more arrives and, for whatever reason, is split and seated at separate tables, with the same server regardless of the number of checks, the automatic service charge shall apply.
5. If the party of six (6) or more arrives and, for whatever reason, is split, seated at separate tables with different servers, receives separate checks, and these checks are paid for by separate individuals, the automatic service charge does not apply.
6. In situations where our guests refuse to comply with our policy, it will be the responsibility of the service person to locate a Manager prior to the guests leaving the restaurant so that Management can speak with the guests. If the service person fails to involve a Manager in the situation prior to the guests departing the restaurant, or receives discipline for poor service, the Company will not be responsible for the difference between what the guest left and eighteen percent (18%) of the guest's food and beverage total.
7. The eighteen percent (18%) service charge will be automatically added to the guest check and will be calculated on the food and beverage totals. The server will not be required to inform the guest that a service charge has been included, unless he/she is asked by the guest.
8. A twenty percent (20%) service charge will be automatically added to parties of six (6) or more only at Victoria and Albert's. With exception to the amount of the gratuity, all of the above aforementioned is applicable to Victoria and Albert's.

### **Gratuities/Fees**

1. Gratuities will be paid on food and beverage totals only. Gratuities will not be paid on miscellaneous pricing, including but not limited to merchandise, entertainment, (excluding Spirit of Aloha, Hoop-Dee-Doo, and Character Dining restaurants, where entertainment is included in the price), house charges, imaging, etc. Merchandise will only be included in the total food and beverage price for the purpose of



gratuity calculation if the Server is required by the Company to handle and deliver merchandise items to the guest as part of the Guest's dining experience. Gratuities will not be paid on autograph books, pens and disposable cameras.

2. Should the Company decide to reinstate package plans with automatic gratuity included, the parties agree the terms of the addendum expiring on April, 28, 2007 will remain in effect.
3. An automatic gratuity of eighteen percent (18%) will be added for supplemental food and beverage purchased at prepaid venues (i.e., Spirit of Aloha, Hoop-Dee-Do, Cinderella's Royal Table, Princess Tea, Special Pre-paid events such as New Year's Eve at California Grill.
4. The Company agrees to negotiate with the Union, the application of the automatic gratuity for any future pre-paid venues, for the life of this agreement.
5. An automatic eighteen percent (18%) will be added for food and beverage purchased from the Golf Carts, Pizza Delivery and Private Dining.
6. It is the Company's understanding that when a business requires their guests to pay a Pre-determined charge, which is given to employees of the business, the charges are considered a service charge. Furthermore, service charges are not considered a tip, but rather, are wages paid by the employer. Consequently, the tax code requires the Company to withhold taxes on all service charges.
7. It is the responsibility of all service persons to report one-hundred percent (100%) of their tips and gratuities for income tax purposes. The Company will continue to report eight percent (8%) of the location's gross sales to the government and will withhold tax on the tips and gratuities declared by the employee to the Company. The Company reserves the right to amend and/or alter this position to conform to state and federal laws.
8. Under Wage and Hour laws, the Company is required to report tips and service charges in overtime situations.
9. An eighteen percent (18%) service charge will be added for Company sponsored Cast discounts, e.g. Cast Serving Cast, Cast discounted meals, and Cast Celebration discounted meals. The service charge will be based on the total Food and Beverage charges before any discounts have been applied. This provision does not apply to Tables in Wonderland and Disney Vacation Club.
10. An automatic gratuity of eighteen percent (18%) will be added for all guests using Tables in Wonderland, based on the retail value of the Food and Beverage.

### **Transfers for Food and Beverage Tipped Employees**

1. A Food and Beverage tipped employee interested in transferring to a new location must:
  - (a) Have six (6) months of previous employment in a Food and Beverage tipped classification.
  - (b) Fill out a Food and Beverage tipped transfer form once a year. The employee may indicate on this form a maximum of five (5) restaurants where he/she may wish to transfer.
2. In order to be considered for an open Regular Full Time Server position, the employee must be on the Casting skill code list at the time the requisition is opened. The employee selected for the position will be notified by Casting and automatically transferred to the open position. The position will be filled by eligible Cast in the following order:
  - Regular Full Time Food and Beverage Service Host/ess (T), by seniority.
  - Regular Part Time Food and Beverage Service Host/ess (T), stasured to the restaurant with the opening, by seniority.
  - All Regular Full Time Food and Beverage Assistants (T), stasured to the restaurant with the opening, by seniority.

- All other Regular Full Time (UNITE HERE Local 737), tipped employees, by seniority.
  - All other Regular Part Time (UNITE HERE Local 737), tipped employees, by seniority.
  - All Regular Full Time non-tipped Food and Beverage employees.
  - All other Regular Full Time Service Trades Council Union (STCU) employees.
  - All other Regular Part Time STCU employees.
  - All Non-STCU employees.
3. Should an employee decline a position, they will be required to wait six (6) months before being eligible to post for another transfer.
  4. Employees transferring to Victoria and Albert's will be required to participate in an interview with location Management prior to transferring. The final hiring decision remains within Management's discretion.
  5. Food and Beverage Tipped employees who transfer to the same classification shall be placed on a twenty-eight (28) day qualifying period. If the Company determines during the twenty-eight (28) day qualifying period that the employee's performance is not satisfactory, or if the employee requests a return within the twenty-eight (28) days, the Company will return the employee to his/her prior location. For new property openings the twenty-eight (28) qualifying period will begin on the day the restaurant opens to Guests.

### **Work Status and Utilization of Regular Part Time Tipped Employees**

Tipped employees will be considered Part Time if they customarily work less than thirty (30) hours per week on an ongoing basis, or if they customarily work thirty (30) hours per week or more but less than seven (7) months per year. The aforementioned definition supersedes the definitions negotiated in the Main Body of both the 2014 Regular Full Time and Regular Part Time Service Trades Council agreements.

### **Table Service**

1. Split shifts may be added to the location's schedule bid at Management's discretion after advance notification and discussion with the Union. Turnabout pay as outlined in Article 11, Section 6(a) and will be waived.
2. The Company agrees to maintain the current station sizes for existing restaurants and Dinner Shows, for the life of this agreement.
3. The Company agrees to maintain Bussers at 1900 Park Fare, Chef Mickey's and 'Ohana's for the term of the 2014 Collective Bargaining Agreement.
4. With the exception of Signature Restaurants, Servers will be required to present a tip card with the Guest's check. In Signature Restaurants, presentation of the tip card will be at the discretion of the Server.

### **Dinner Shows**

1. There will be a minimum of one (1) stocker scheduled per shift at the Luau.
2. The Company agrees not to increase the amount of time spent performing non-tipped duties during the life of this agreement.
3. All Regular Full Time 7(i) dinner show employees are allowed to be cross-utilized between existing dinner shows before CT employees statused to the dinner show or any non-statused dinner show employees are scheduled, provided they have been trained in the other location.

4. The Company agrees to pay all guaranteed gratuities for BEO's when collected, and with respect to all other guaranteed gratuities, they will not be paid unless services are rendered (i.e. entrée has been served).
5. Regular Full Time food and Beverage Dinner Show Servers who are 7(i) and trained in the Catering location may pick up Catering shifts at 11:00 a.m., provided it will not result in overtime or double time at any time during the payroll work week.

### **Dinner Show Rotation**

The following process shall be followed with regard to the rotation of Food and Beverage Service Host/ess at the Spirit of Aloha and Hoop-Dee-Doo Review Dinner Shows:

1. Once a Dinner Show Server's vacation schedule has been posted, it may no longer be canceled or modified, without Management approval.
2. Servers who are stasured as 7(i) will automatically be scheduled a sixth (6<sup>th</sup>) day, providing work is available, prior to Part Time Dinner Show Servers, being scheduled to work. Regular Part Time Servers will be scheduled to any remaining shifts based on their availability. If any shifts remain, 7(i) servers who have requested a seventh (7<sup>th</sup>) day will be scheduled. 7(i) and then non-7(i) servers will be scheduled to any remaining shifts. Servers will be allowed to preference their sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) work day.
3. When the schedule is posted, scheduled Regular Part Time servers and 7(i) servers scheduled on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day will not be assigned to a station.
4. On the day of the show, if all stations are seated, any vacant stations (e.g. vacations, MLOA, etc.) will be covered by the server, (7(i) or Part Time), scheduled to work, but not assigned a station, or the server called to work. This may also be a Regular Full Time or Regular Part Time server. The server called to work will not be told what station(s) are available.
5. On the day of the show, if not all stations are seated, vacant stations (e.g. vacations, MLOA, etc.) will be covered by moving a server from a closed station. A station is considered "closed" when no table within the station has been assigned. Dinner Show Servers will not be moved to cover a call-in if one (1) or more tables within their station are assigned.
6. Every reasonable attempt to contact a Regular Full Time and/or Regular Part Time Dinner Show Server to cover a vacancy will be made, prior to contacting a Casual Limited Employee (CTs).
7. The call line will continue to be utilized to communicate stations that are open.
8. A Dinner Show Server requesting a day off after the schedule has been posted is required to request the time off through the HUB. If the request comes on the day prior to the day in question, the Dinner Show Server must still utilize the Portal system and, in addition, contact a Manager for approval. Day of requests will not be honored.

### **Private Dining**

1. Private Dining, when available, will staff all functions in guest room suites.
2. The Company agrees to maintain Private Dining Bussers for the life of this agreement.
3. A three dollar (\$3.00) fee will be paid for delivery of Private Dining amenities.
4. Private Dining Servers will be paid full gratuity on guest walkouts or if an order is cancelled after the Server has left the Private Dining area, based on the expectation that the Server is providing timely and efficient service.

### **Miscellaneous Tipped Food and Beverage**

1. It is agreed that the provisions of Article 10, Section (2) [guaranteed hours] and Article 11, Section 4, (time and one-half), Section 5 (double time) and Section 6 (turnabout pay) of the collective bargaining agreement with STCU may be individually waived by all tipped Regular Full Time and Regular Part Time Cast Members, with the exception of Cast Members who qualify for 7(i) exemption.
2. Any side duties performed by tipped employees beyond sixty (60) minutes per shift, will be paid at the appropriate non-tipped rate of pay.
3. A Table Service Server acting as a trainer will be paid a fifty (\$.50) cents per hour trainer's premium pay, plus 1.5 times his/her hourly tipped rate of pay, plus tips, for all hours worked as a trainer.
4. Bartenders acting as a trainer will be paid an fifty (\$.50) cents per hour trainer's premium pay, plus 1.5 times his/her hourly tipped rate of pay, plus tips, for all hours worked as a trainer.
5. For the life of this agreement, charge tips will be paid out at the end of the shift.
6. All Food and Beverage (T) employees will be eligible to purchase additional long-term disability benefits based on a premium calculated in excess of their statures rate.
7. Prior to the Company opening any temporary or "overflow" dining operations, it will meet with UNITE HERE Local 737 and UFCW Local 1625 to determine by mutual agreement with the Company which employees will staff the operations.

### **Culinary and Stewarding (Heart of the House)**

1. It is understood that the responsibility for the placement and removal of grills, ovens, and fryers for beach functions at the resorts is outlined in Addendum B-5. It is also understood that when business needs dictate, all employees including Culinary, will assist in the placement and removal of the grills, ovens and fryers. The Company agrees to provide training for all employees performing such functions.
2. The Company will pay for the initial commercial driver's license for all Food and Beverage employees required to have one.
3. All available Regular Full Time Culinary and Stewarding employees within the location will be offered all hours of work prior to scheduling any non-Culinary or non-Stewarding labor.
4. Culinary stations will have a culinary employee to cook all items on stage. Banquet Service Host/ess will reheat items on stage when deemed necessary by location Management for show quality. Carving will be considered a "Culinary Only" function.
5. If work is available on a Banquet Culinary and/or Stewarding employee's regularly scheduled AM/PM shift, the employee will be offered work based on their seniority in the respective Resort/Theme Park during slow periods prior to being cross-deployed to other locations, such cross deployment shall be on the basis of seniority with senior cast being offered the first opportunity prior to forcing junior cast members, and will also be on the regularly scheduled AM/PM shift where applicable.
6. ★ An employee/applicant will be considered for the wage penetration rate based on the following criteria:
  - (a) The following wage penetration concept will be applied to the Cook 2 classification only:

An employee/applicant will be considered for the wage penetration rate based on the following criteria:

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★ *This provision only applies to Regular Full Time employees*

Years of Applicable Food Prep Experience	Wage Penetration Credit Years
1-2 years	1
3-5 years	2
6-8 years	3
9-10 years	4
Management Approval	5

(b) The following wage penetration concept may be applied to the following Food and Beverage job classifications only:

Cook 1  
 Chef Assistant

Years of Applicable Food Prep Experience	Wage Penetration Credit Years
1	1
2	2
3	3
4	4
5+	5

7. Chef Assistants will receive the Trainer's Premium Pay for all actual training hours when conducting location orientation to new hires and/or newly transferred employees.
8. A new classification will be created for Chef Assistants, who are stasured to Signature restaurants and Banquets. Employees stasured to these roles will receive an additional fifty cents (\$.50) increase to their stasured rate.
9. Transfers for Culinary Employees
  - (a) All Chef Assistants interested in a transfer to a different location must go through an overview in the new location prior to the offer being made.
  - (b) Culinary employees who transfer to Victoria and Albert's will be required to participate in an interview with location management. The final hiring decision remains within management's discretion.
  - (c) Stewarding employees and Culinary employees transferring to a different Steward, Culinary or like Culinary job classification shall be placed on a twenty eight (28) day qualifying period. If the Company determines during the qualifying period that the employee's performance is not satisfactory, or if the employee requests a return within the qualifying period, the Company will return the employee to his/her prior job classification and location. For new property openings, qualifying period will begin on the day the restaurant opens to Guests.

**Food and Beverage Host/ess (QSR) non-tipped**

1. ★ Food and Beverage Host/ess (QSR) at Disney's All Star Resort, and in locations as determined by the Company, may be eligible to participate in a \$1,000 annual retention bonus program, which may be paid in quarterly installments. The Company will provide advance notification to the Union prior to implementation.
2. QSR locations will utilize Express banking, at Management's discretion.

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★ *This provision only applies to Regular Full Time employees*

3. Food and Beverage Host/ess (QSR) will receive a pay premium of twenty-five cents (\$.25) for all hours worked as an O.D.V. Inventory Control Host/ess.
4. A QSR premium of seventy-five cents (\$.75) per hour will be paid to Cast Members working in a Magic Kingdom QSR location.
5. Food and Beverage Hosts/esses will be paid forty cent (\$.40) per hour premium for all hours worked as a General Teller.
6. Food and Beverage Hosts/esses will be paid a forty cent (\$.40) per hour premium for all hours worked as an Assignor.

**Food and Beverage Cash Handling Discipline Matrix**

Points		
3 Notations in any 30 days	=	One (1) Point Reprimand
6 Notations in any 90 days	=	One (1) Point Reprimand
9 Notations in any 180 days	=	One (1) Point Reprimand
12 Notations in any 365 days	=	One (1) Point Reprimand

- Upon receipt of the 2nd reprimand for a cash handling violation, mandatory retraining in cash handling is required.
- Upon receipt of the third (3<sup>rd</sup>) point for a cash handling violation and at the employee's request, the employee shall be transferred to a non-cash handling position. Should the employee decide to remain in a cash handling position and reach the fifth (5<sup>th</sup>) point, the employee will be involuntarily terminated.
- A cash non-procedural variance of seventy five dollars (\$75.00) or more will result in a two (2) point reprimand.

The Company reserves the right to discipline outside this matrix in cases of dishonesty.

All references to time periods in this matrix refer to continuous work periods.

Procedural Errors are defined as a failure to follow established Cash Handling Standards. Discipline for Procedural Errors shall be issued in accordance to Article 18, Section 6.

**Locations with electronic systems**

Total Sales Over/Short Entry Allowance

Total Sales	One (1) Notation	Two (2) Notations	Three (3) Notations
\$0.00 - \$1000.00	\$4.60 - \$6.89	\$6.90 - \$10.34	\$10.35+
\$1000.01 - \$2000.00	\$8.05 - \$12.64	\$12.65 - \$17.24	\$17.25+
\$2000.01+	\$11.50 - \$18.39	\$18.40 - \$22.99	\$23.00+

**Locations without electronic systems and Pleasure Island Bartenders**

Total Sales Over/Short Notation Allowance

Total Sales	One (1) Notation	Two (2) Notations	Three (3) Notations
\$0.00 - \$1000.00	\$5.75 - \$9.19	\$9.20 - \$14.94	\$14.95+
\$1000.01 - \$2000.00	\$9.20 - \$13.79	\$13.80 - \$19.54	\$19.55+
\$2000.01 +	\$12.65 - \$18.39	\$18.40 - \$22.99	\$23.00+

### **Labor Management Committee (LMC)**

The parties agree to establish LMC Meetings for Hosts/esses in Non-Tipped (including QSR, ODV, Stands, and F&B), Culinary/Stewarding, Tipped, Dinner Shows and Housekeeping roles to maintain open lines of communication and to discuss and resolve issues. The Tipped and Dinner Shows meeting will be scheduled on at least a quarterly basis while all other LMCs will be scheduled on a bi-monthly basis by Management at a time that does not interfere with the daily operation. The Union agrees to provide the Company with notice of attendees and agenda topics no later than five (5) workdays prior to the date of the LMC Meeting.

### **HOUSEKEEPING**

1. The Company agrees to ensure that lunch/rest periods are granted and that Housekeepers are compensated appropriately. The Housekeeper should notify his/her leader a minimum of two (2) hours prior to the end of his/her shift if he/she will not be able to complete his/her assigned duties without working through the lunch or rest period. The leader will determine whether to supply assistance or to compensate for the time.
2. The Company agrees to reduce a Housekeeper's section size by two (2) rooms when his/her total number of check-outs are within three (3) rooms of his/her fixed section size at all non-DVC Resorts excluding the Grand Floridian, Boardwalk, Contemporary, Polynesian, Yacht and Beach and all Suites Sections. For the Grand Floridian, Boardwalk, Contemporary, Polynesian, Yacht and Beach and all Suites Sections, a Housekeeper's section size will be reduced by two (2) non-suite rooms or one (1) suite when his/her total number of check-outs are within four (4) rooms or two (2) suites of his/her fixed section size.
3. The Company may require the Housekeepers to set up "special touches" in Resort guest rooms within their daily sections. Special touches include, but are not limited to, the arranging of plush characters, small towel folds, toys, and toothbrush holders.
4. The Company and the Union agree to implement a New Hire Housekeeping Training Process.
5. The Company may utilize Housekeepers to place and/or provide appropriate cleaning and general up-keep for all guest room amenities and collateral as well as guest requested items.
6. Based on Cast Member restrictions and management needs, the Company agrees to provide modified work to Housekeepers during their normal work hours when possible.

### **Point System**

The Company agrees to section assignments (except in cases of low occupancy/vacant rooms). The guaranteed section size for each property is as follows:

Disney's All-Star Resorts	18
Disney's Art of Animation Resort (Regular Rooms)	18
Disney's Art of Animation Resort (All Suite Sections)	9
Disney's Animal Kingdom Lodge	16
Disney's Boardwalk Inn	16
Disney's Caribbean Beach Resort	17
Disney's Contemporary Resort	16
Disney's Coronado Springs	17
Disney's Fort Wilderness Resort	10
Disney's Grand Floridian Beach Resort	14
Disney's Polynesian Resort	16
Disney's Port Orleans (Magnolia Bend & French Quarter)	17
Disney's Port Orleans (Alligator Bayou)	16
Disney's Wilderness Lodge	16
Disney's Yacht and Beach Club Resort	16
Disney's Pop Century Resort	18
Disney Vacation Club Resorts	420 points

Housekeeping section cleaning responsibilities include:

- Cleaning all aspects of the interior of a guest room/unit and all aspects of the balcony or patio
- Cleaning and maintaining some aspects of the front entrance area including doors, windows and frames

The Company agrees that these responsibilities do NOT include:

- Changing light bulbs
- Plunging commodes
- Washing pargos
- Spot cleaning carpets for more than two (2) small spots
- Changing or cleaning A/C filters in the room/suites
- Flipping mattresses without assistance
- Cleaning of walls if cleaning cannot be achieved through conventional means
- Moving appliances without casters

**Incentive Room Payment**

1. All Non DVC Rooms will have the ability to offer Housekeepers the option to flex their room section assignments up by one standard room (1) on a daily basis for a six (6) month period and be compensated for the additional rooms. If at any time during the six (6) month period the Company determines the employee’s performance is not satisfactory or the employee requests to opt out of the Flex Program the Company will return the employee to their contractual section size. The employee shall be able to re-enroll in the Flex Program after thirty (30) days.

The “Flex-Up” Rates are as follows:

All Non-DVC Rooms	One (1) room = \$1.00 per hour
Disney’s Fort Wilderness Resort and Campground and all suites	One (1) room = \$1.50 per hour

2. The pay rate for completion of incentive rooms is as follows:  
 Single Room Rate: Service - \$9.00      Check-Out - \$13.00  
 Multi-Room Rate: Service - \$16.00      Check-Out - \$22.00
3. Room incentive pay for cleaning DVC guest rooms (which includes “trash & towel” services) and providing “trash & towel” service only.

	<b>Service</b>	<b>Check-Out</b>	<b>Trash &amp; Towel Service ONLY</b>
Studio	\$9.00	\$13.00	\$4.00
1-Bedroom	\$16.00	\$22.00	\$4.00
2-Bedroom	\$25.00	\$35.00	\$8.00



### **Forty five (45) Minute Policy**

- The Company agrees to allow AM Housekeepers who clean rooms and successfully complete their daily section size, with forty-five (45) minutes or less remaining on their shifts, to leave and be compensated for the balance of their shift.
- Housekeepers who are within their first ninety (90) days, or have not cleaned their full contractual section size, or do not clean rooms, are not eligible to utilize the forty-five (45) minute privilege. Eligibility will not be denied for section size reductions due to authorized classes (e.g. ESOL).
- A single occurrence of poor quality work may result in discipline of the Housekeeper and should not result in loss of their forty-five (45) minute privilege.
- Housekeepers cannot be given an option of losing their forty-five (45) minute privilege or receiving discipline.
- The forty-five (45) minute privilege can be removed for two (2) weeks if there is an overall quality issue or a decline in quality in a Housekeepers work area.
- The loss of the forty-five (45) minute privilege can extend beyond the two (2) week period if the Housekeepers quality of work has not improved to a satisfactory level.
- Removal of the forty-five (45) minute privilege is not a component of discipline and is not part of the grievance process.

### **Transfers**

Housekeepers transferring to a different resort in a Housekeeper role shall be placed upon a twenty-one (21) day qualifying period. If the Company determines during the twenty-one (21) day qualifying period that the employee's performance is not satisfactory, or if the employee requests a return to their previous Housekeeper position within the twenty-one (21) days, the Company will return the employee to his/her prior Housekeeper location. The position will not be backfilled during this time period. Employees returning to their previous location are not guaranteed their same section, section size or days off, and will only be able to exercise this option one (1) time per year.

### **Deployment**

New Housekeepers will not be eligible to deploy until after five (5) months.

### **Housekeeping Inspectors**

Housekeeping Inspectors will be paid one-dollar (\$1.00) above the applicable housekeeping rate for all hours worked in this role.

**Addendum B-2**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T. Local 385)**

**BUS OPERATIONS (Drivers, \*Dispatchers and COT)**

**Incident/Accident Standard**

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all accident occurrences must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may require immediate transfer (to another classification) or termination.

In those cases which do not require such action, the Company will utilize the following accident policy:

1. An incident is defined as contact made with an object which results in damage from \$0 - \$1,750. In no case does this apply if injuries are involved. Incidents are not cumulative after two (2) years.
2. Three (3) chargeable incidents equal an accident. Incidents which involve two (2) or more WDW Buses will equal an accident. An accident is defined as contact made with an object which results in damage from \$1,751 - \$17,500.
3. Three (3) chargeable accidents within a three (3) year period will result in removal from a driving position.
4. An accident involving damage in excess of \$17,501 may result in termination or a permanent transfer to a non-driving role.
5. It is the responsibility of all Employees to report any accident as promptly as possible.

**Drivers License Violations**

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that it is the responsibility of each individual driver to notify Management immediately, and prior to the start of his/her next shift, of being convicted of any traffic violations (other than a parking ticket.) It is also understood that it is the individual driver's responsibility to notify Management immediately and prior to the start of his/her next shift, or prior to the end of the business day following the day an employee receives notification of suspension, revocation, cancellation, lost privilege or disqualification of his/her license, whichever is sooner. Under no circumstances is an employee allowed to drive a Company vehicle under a suspended or revoked license.

A driver's failure to report according to the prescribed time frames listed above, or the Company's discovery through MVR checks of a driver's failure to report within seven (7) months from the date of the infraction will result in disciplinary action, not excluding termination.

**Rest Periods**

All of the following rest periods to be scheduled as close to the middle of the shift as operationally feasible:

1. Six (6) hour shifts receive one (1) thirty (30)-minute rest period.
2. Any shift less than seven (7) hours will not be scheduled an involuntary lunch.
3. Seven (7) hour shifts receive one (1) forty-five (45)-minute rest period representing one (1) thirty (30)-minute lunch and one (1) fifteen (15)-minute rest period.

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\* Dispatchers will follow all Coordinator Job Classification Language in Article 12. Section 7 of the STCU contract.

4. Eight (8) hour shifts receive one (1) sixty (60)-minute break representing one (1) thirty (30)-minute lunch and two (2) fifteen (15)-minute breaks.
5. Nine (9) hour shifts receive two (2) thirty (30)-minute breaks evenly divided into equal portions representing one (1) thirty (30)-minute lunch and two (2) fifteen (15)-minute breaks.
6. Ten (10) hour shifts receive one (1) forty-five (45)-minute break and one (1) thirty (30)-minute break divided into equal portions representing one (1) thirty (30)-minute lunch with a fifteen (15)-minute break, and two (2) fifteen (15)-minute breaks.
7. Shifts eleven (11) hours or greater receive three (3) thirty (30)-minute breaks divided into equal portions representing one (1) thirty (30)-minute lunch, two (2) fifteen (15)-minute breaks, and another two (2) fifteen (15)-minute breaks.

Bus Drivers will have fifteen (15) minutes of pre-trip time for all busses going on route for the first run of the day.

Drivers will be allowed reasonable time to get to and return from break and rest areas. It is understood and agreed that the Company's existing practice is an acceptable standard. Any issues or concerns will be addressed and raised in the Labor Management Committee.

### **Scheduling**

1. ★ Minimum of two (2) bids per year. Company has the option to have three (3) bids per year provided notification is given to the Union.
2. ★ Two (2) Shop Stewards will be present during bidding.
3. ★ Bid shift trading will be permitted thirty (30) days after bids are in effect with appropriate notification to Management.
4. Transfers
  - a. Regular Full Time employees who transfer into Bus Operations from another classification within the STCU contract must wait three (3) years prior to exercising their seniority for schedule bids or pool schedules.
  - b. Any Part Time or non-STCU employee who transfers into the Full Time Bus Driver classification has an effective seniority date on the day of transfer.
5. There will be a minimum of ten (10) hours off between shifts.
6. Scheduling for Walt Disney World Co. Bus Drivers will be done in the following manner:
  - (a) ★ Seventy percent (70%) of employees will receive Bid Lines (Percentage of employees is based on actual headcount at time of schedule bid).
    1. Twenty-five percent (25%) will not vary more than one-half (1/2) hour between start time and one-half (1/2) hour between end times.
    2. Twenty-five percent (25%) will not vary more than two (2) hours between start times and two (2) hours between end times.
    3. Twenty percent (20%) will not vary more than three (3) hours between start times and five (5) hours between end times.
  - (b) ★ Thirty percent (30%) of Employees will be in the pool.
  - (c) ★ "Bid Lines" will be as follows:
    1. Days Off
      - Based on seniority and availability at time of bid, employees will be locked into days off at time of schedule bid with the exception of mandatory overtime

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★ This provision only applies to Regular Full Time employees

2. Workweek
    - Based on seniority and availability at time of bid, employees will choose a four (4) or five (5) day workweek
  3. Start and End Time
    - Based on seniority and availability at time of bid, employees will select start and end time for shift. As with current practice, shifts may have variable start and end times based on business drivers (Park hours, Entertainment Schedule, Resort Population).
  4. Minimum Hours – Maximum Hours
    - Employees will receive minimum hours and maximum hours for specific bid line for duration of bid. The only exception will be mandatory overtime as with current practice.
  5. Dispatcher Positions
    - Dispatcher will bid a specific Dispatcher position
- (d) ★ At least seventy percent (70%) of employees will receive bid lines that are single “Hub” selections. The “Hub” is defined as the area where an employee starts and ends their workday. Employees will be assigned routes to and from all operating areas within their workday regardless of the “Hub” selection.
- (e) Scheduled voluntary overtime will be distributed by seniority based on the current practice as follows:
1. During schedule bids, employees will identify which off day(s) inclusive of the earliest start and latest end time(s) that they are volunteering to be scheduled for overtime.
  2. Company determines the number of shifts needed
  3. Overtime will be scheduled at time and one-half prior to double time
  4. Shifts will be designated by seniority based on the earliest shift start time and available shift end time
- (f) Mandatory overtime will be distributed as follows:
1. Determine the number of shifts needed
  2. Distributed by seniority to volunteers before assignment to non-volunteer senior drivers.
  3. Assign to junior drivers first.
7. The Company and the Union agree to establish a Scheduling Committee composed of two (2) Shop Stewards and one (1) or more members of Management. The purpose of the committee is to review new scheduling practices every two (2) weeks and to prevent the filing of potential grievances.
8. Busses Night Shift Differential
- If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, he/she will be paid a differential of seventy-cents (\$.70) per hour in addition to his/her straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window.

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★ *This provision only applies to Regular Full Time employees*

### ★ Staffing Openings

Vacancies created by transfer, termination, or retirement will be filled within ninety (90) days by pool drivers. The Company will notify the Union on a monthly basis of all vacancies and when those vacancies are filled and by whom.

### Completion of Shift Travel Time

Drivers who complete their shift in other than their designated parking location (as determined by the Company) will be paid for all time spent getting back to their parking location. Company agrees to maintain a reasonable walking distance between parking location and time clock (i.e. equivalent to current standard).

### Vehicle Maintenance

The Company agrees to add Vehicle Maintenance as an agenda item to the current Safety Committee agenda.

### Bus Operations Management/Shop Steward Meetings

1. The parties agree to establish Management/Shop Steward meetings in the Bus Operations area to maintain open lines of communication and to discuss and resolve issues.
2. The meetings will be scheduled on a monthly basis and will be attended by the Area Executive or his/her designee and a maximum of ten (10) Shop Stewards.
3. The meeting will be scheduled by Management at a time that does not interfere with the daily operation. Shop Stewards attending the meeting during their scheduled shifts will be paid for the time. Shop Stewards who choose to attend the meeting prior to or after their scheduled shifts or on a scheduled day off will not be paid.

### BUS TRAINERS

To be considered as a Bus Operations Trainer, an employee must be a Regular Full Time or Regular Part Time Driver with a minimum of two-thousand, eighty (2,080) worked hours in the Bus Driver classification while working as a Regular Full Time or Regular Part Time employee.

### TEXTILE SERVICES OPERATIONS

#### Scheduling

1. ★ Bidding will occur once per year to determine schedules and vacations unless it is deemed operationally necessary to conduct an additional bid(s).
2. An IBT Shop Steward will be present during bidding.
3. Employees scheduled six (6) hours or less will not be required to take a lunch period.
4. Shift rotation between Flatwork, Towel Fold, and Catching will be available, as determined by Management, and assigned based on seniority to interested employees.
5. All Textile Services jobs will be posted internally for two (2) weeks. Textile Services employees will transfer internally to open positions, including Regular Part Time employees, before the position goes to Casting, (i.e., post internally to qualified candidates at all plants first, then to Casting.)

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★ *This provision only applies to Regular Full Time employees*

6. ★ Vacated bid lines will be filled internally within Textile Services for two (2) bumps.

**Food & Beverage Delivery Premium**

Linen Handlers who work the Food and Beverage routes shall receive a \$1.00 premium.

**Tugger Equipment Premium**

Textile Service employees, with the exception of Laundry Advanced Assistants, shall receive a \$.75 premium for hours worked operating the Tugger equipment at the Laundry production facilities only.

**Fork Lift Premium**

Textile Services employees shall receive a thirty cent (\$.30) premium for hours worked operating the fork lift at the Laundry production facilities only.

**Textile Services – Management/Shop Steward Meetings**

1. Management/Shop Steward meetings will be scheduled on a monthly basis to maintain open lines of communication and to discuss and resolve issues. The meetings will be attended by the Area Manager/Supervisor or designee and a maximum of ten (10) Shop Stewards.
2. The meeting will be scheduled by Management at a time that does not interfere with the daily operation. Shop Stewards attending the meeting during their scheduled shifts will be paid for the time. Shop Stewards who choose to attend the meeting prior to or after their scheduled shifts or on a scheduled day off will not be paid.

**RANCH OPERATIONS**

1. Regular Full Time employees who transfer or are hired into Ranch Operations must wait three (3) years to exercise their seniority for schedule bids.
2. Regular Full Time employees may bid into a higher classification role if a position is available when it is their time to bid provided they have been trained and approved by Management to perform that role prior to the bid.
3. Employees performing a role in a higher classification will be stasured to that classification after six (6) months of continuous work within the higher classification, providing they have been trained and approved in at least fifty percent (50%) of the roles that define the higher classification.
4. Employees not approved in fifty percent (50%) of the roles within a classification will be lowered to the appropriate classification for their skill level after six (6) months.
5. The Company will post open positions at the Ranch two (2) weeks prior to Casting making a hiring decision. The Employees at the Ranch must go through the Casting skill code process.
6. The Company agrees that a member of Management or his/her designee will accompany the Employee when transporting animals off property. When traveling within the State of Florida on Company business, but not hauling animals, Management may choose not to accompany the employee. In such a circumstance the Company will provide appropriate communication (e.g. cell phone).

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★ *This provision only applies to Regular Full Time employees*

7. The Company will continue to utilize an Overtime sign up sheet and will offer the overtime to the most senior qualified employee and move down the seniority list. Scheduling for unplanned events (i.e. pop-ups) will be based on staff availability at the time of receipt of the function.
8. Parades, special events and filmings may be assigned based on the requests of our clients. Selections will be based on skills and abilities, appearance, and seniority. The final selection will be determined by Management.

### **Driver Premium**

Ranch employees will receive a one-dollar and 25/100 Dollar (\$1.25) pay premium per hour for all hours driving the semi-truck.

### **Equine Premium**

Ranch employees will receive a one dollar (\$1.00) pay premium for all hours driving a six (6) or eight (8) horse hitch, performing as the headless horseman, and/or scheduled and worked training horses. The premium will be paid in one (1) hour increments with no minimum time period. Management will select employees for the above tasks based on skills, abilities, and the animals to be trained or driven.

### **Coordinator Premium**

As determined by Management, Ranch employees who assist with parades, special events or special projects will be paid the Coordinator Premium according to Article 12, Section 7 of the STCU contract for all hours worked during these events.

### **PARKING**

Tram Vehicle Accident Policy- All accident occurrences will be investigated. In those cases where the employee demonstrates negligence, disregard for safety procedures, or other unacceptable behaviors, the Company reserves the right to move the employee to a non-driver role or to proceed with termination.

In those cases, which do not require such action, the Company will utilize the following accident policy:

1. An accident is defined as contact made in a tram vehicle with anything that results in damage.
2. Two (2) accidents, resulting in disciplinary action within a rolling twenty-four (24) month period will result in the employee's mandatory transfer to a non-driving area.
3. It is the responsibility of all employees to report any accident immediately to a manager.

An I.B.T. Shop Steward will be present at all scheduling and/or vacation bids.

**Steward Meetings:** At the request of the Union, the Company agrees to participate in quarterly steward meetings to discuss and address issues of mutual concern.

## **Addendum B-3 UNITE HERE! Local 362**

**Unless otherwise designated, the following items apply to all disciplines within UNITE HERE! Local 362 jurisdiction:**

### **Labor/Management Committees**

The Company and the Union shall recognize the mutual benefit of joint meetings of representatives of both parties. Therefore, the Labor/Management Committees for Academy Artists, Attractions, Custodial, Vacation Planning and Guest Arrival Process are established to discuss and make recommendations in areas of mutual concern that have been referred to the Committee. Each committee will be co-chaired by the President of UNITE HERE! Local 362 or his/her designee, and the designated Executive from Operations. The Company and the Union will agree on the number of core committee attendees for each Committee. Either party, within reason, may invite appropriate subject matter experts deemed necessary. Shop Stewards designated by the Union to attend the Committee meeting during his/her scheduled shift will be paid for the time attending the meeting. Shop Stewards scheduled to attend an LMC meeting on his/her day off will be paid according to Article 10, Section 4 of the STCU Agreement.

Labor Management for Guest Arrival Process will address issues in the following discipline

- Park Greeter
- Auto Plaza
- Ticketing
- Water Parks
- EWWS
- DTD Admissions and Parking

### **Employee Rights**

The Company commits that UNITE HERE! Local 362 designated Shop Stewards will be utilized to represent UNITE HERE! Local 362 bargaining unit employees, when operationally feasible.

### **Bidding Process**

A UNITE HERE! Local 362 Shop Steward, as designated by the Union, will be present during the schedule bid, as operationally feasible.

A weekly copy of the posted schedule will be made available to the designated Shop Steward.

### **Exercising Preference on Transfer**

Employees who submit "preference sheets" to determine their weekly schedules and transfer into a work location in between schedule bids, will be allowed to submit "preference sheets" to exercise his/her seniority for time of day, hours per week, and location. This provision does not apply to days off.

The following items apply only to Attractions, Auto Plaza, Slide Operations, Ticketing and Custodial:

### **Internal Transfers**

Host/ess transferring to a different work location in a Host/ess role shall be placed upon a twenty-one (21) day qualifying period. If the Company determines during the twenty-one (21) day qualifying period that the employee's performance is not satisfactory, or if the employee requests a return to his/her previous position within the twenty-one (21) days, the Company will return the employee to his/her prior location. Employees returning to his/her previous line bid location will not be able to exercise his/her scheduling



seniority until the next schedule bid. Employees returning to his/her previous location, upon his/her request, will be able to exercise this option one (1) time per year.

For purposes of administering the Regular Part Time Agreement, the qualifying period for Regular Part Time employees shall be fifteen (15) working days.

**ATTRACTIONS** (includes Attractions, Auto Plaza, Slide Operations and Ticketing):

Cross-training will occur upon the request of the employee at least once every nine (9) months to other Attractions within his/her stasured business unit.

Any employee who is out of an Attraction for six (6) months or more shall go through the appropriate re-certification process upon his/her return. It will be at Management's discretion to determine if additional training is needed.

Riverboat employees working in the Steam position (boiler only) will receive a thirty cents (\$.30) premium for actual hours worked specifically for working the Steam position.

Steam Train employees working in the Fireman and Engineer positions only will receive a thirty cents (\$.30) premium for actual hours worked. Employees trained as a Steam Train Engineer who work in the crossing position, will receive a thirty (\$.30) cents premium for actual hours worked.

The base rate for employees stasured to Kilimanjaro Safaris will be one-dollar (\$1.00) over the comparable Attractions Host/ess rate. Employees not stasured to Kilimanjaro Safaris will receive a one-dollar (\$1.00) premium for hours worked at that attraction.

**Attractions Host/ess Trails**

Employees who request a transfer to the Attractions Host/ess Trails will be required to complete an interview and/or audition as part of the selection process.

Employees in the Attractions Host/ess Trails position will participate in a structured training, observation and feedback program that allows for performance based recognition and counseling directly related to subject matter, content and delivery.

Any Employee in the Attractions Host/ess Trails position who receives two reprimands for job performance in a rolling twelve (12) month period will be transferred to an Attractions Host/ess position.

**Attraction Host/ess Operating Guidelines (OGs) Error Discipline**

When a one (1) or two (2) point reprimand is issued to an Attractions Host/ess for violating an Operating Guideline (OG), upon their request, the Attractions Host/ess will be retrained pursuant to the specific OG violation.

In those instances when the Company has deemed an Attractions Host/ess has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may:

- a) require immediate transfer (to another classification) in conjunction with the appropriate discipline; or
- b) terminate.

### **Innoventions Transfer Process**

Future World West Attractions Host/ess may apply for Presenter positions for a period of one (1) week prior to the opening being released to Casting. Selection(s) will be made in accordance with STCU Article 14.

### **Cirque du Soleil (Dark Days)**

The following provisions are subject to Company business need, as well as Management's discretion:

1. Attractions Host/ess, stasured to Cirque du Soleil, shall be allowed to request vacation/EB hours for all weeks of the calendar year, with the exception of any time blocked out by Management per Article 21, Section 7 of the Service Trades Council Union Bargaining Agreement. During periods designated as "dark days," the employee may opt to request the use of appropriate leave (vacation, personal holidays, and personal sick days).
2. Authorized Days Off (ADOs) may be granted, at Management's discretion, based on business needs.
3. If there is work available within the Company during Cirque du Soleil "dark days," a Attractions Host/ess stasured to Cirque du Soleil may be deployed to work in another location during this time period, per Article 16 of the Service Trades Council Union Bargaining Agreement.

### **Incident/Accident Policy**

The parties recognize the Company's obligation to provide a safe means of transportation to its employees and/or guests and agree that all accidents or occurrences must be investigated and disciplined on an individual basis. In those cases where the employee demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may require immediate transfer or termination.

In those cases which do not require such action, the Company will utilize the following accident policy:

1. An incident is defined as contact made while operating any motorized Company vehicle, including pargos, resulting in total damages between \$1 - \$1,000. An incident will result in a one (1) point reprimand.
2. An accident is defined as contact with an object that results in total damages in excess of \$1,000. An accident will result in a two (2) point reprimand.
3. In no case do the above two (2) provisions apply if injuries are involved. These situations will be reviewed on a case-by-case basis and may be elevated.
4. Four (4) points within a rolling twenty-four (24) month period will result in the employee's permanent removal from a driving position. The twenty-four (24) month period is defined as a continuous work period specifically excluding any leave of absence.
5. An accident involving damage in excess of \$10,000 may result in termination or permanent involuntary transfer to a non-driving role.
6. All damage estimates will be assessed by WDW Engineering Services.

### **AUTO PLAZA TICKET SELLERS**

#### **New Hire Training Period**

No discipline for Cash Handling or Operating Guidelines errors will be issued during an Auto Plaza WDW Host/ess first thirty (30) work days.

## **Cash Handling and Operating Guidelines Error Discipline**

Cash Handling discipline and Operating Guidelines/errors discipline will be combined and issued separately from the Regular Full Time STCU Agreement disciplinary point system.

1. **General:** In no event will Auto Plaza WDW Host/ess receive discipline for both Cash Handling and Operating Guidelines errors for the same violation.

The Company reserves the right to discipline outside this Guideline when just cause exists.

2. **Cash Handling:** An overage or shortage in cash and/or tickets that is the result of an errant transaction or a Operating Guidelines error and that results in a financial loss to the Company shall be subject to the Cash Handling Guideline below:

<b>OVER AND SHORT MATRIX</b>	
½ MARK	\$10.01 to the price of one automobile (base ticket) * (with tax) when referenced at the time of incident
1 MARK	The price of one automobile ticket (base ticket) * (with tax) plus one (1) cent to the sum of two automobile base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of greater than two automobile tickets (base tickets) * (with tax) plus one (1) cent or more when referenced at the time of incident

*\*Ticket refers to an automobile parking ticket (base ticket).*

### **Operating Guideline Errors**

- (a) The following Operating Guideline errors shall result in two (2) marks:

1. Failure to log out of a Walt Disney Company Ticketing system.
2. Working out of an incorrect or unauthorized fund.

- (b) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:

1. Leaving tender of greater than Ten Dollars (\$10.00) in value unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
2. Lost keys or failure to return keys to the key system
3. Providing another person access to and/or use of an employee's confidential sign-in code to a Walt Disney Company system.
4. Carrying any of the following: cash, coin, traveler's checks, Disney dollars, Gift Cards with value unescorted.

- (c) Violation of Operating Guidelines (OGs) may result in disciplinary action up to and including termination, in accordance to STCU Article 18.

Over and Short variances and/or Operating Guideline errors as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6 (b).

Upon reaching the second (2<sup>nd</sup>) reprimand, retraining will be offered. At the employee's request, an employee shall be transferred to a non-cash handling position after receiving a third reprimand for cash handling. Should the employee decide to remain in a cash handling position and reach the fifth (5<sup>th</sup>) point, the employee will be involuntarily terminated.

Operating Guidelines errors that result in a financial loss to the Company will be treated as cash handling errors and shall have marks assessed based upon the cash handling guidelines

Over & Short variances of \$200.00 or more will result in a two (2) point cash handling reprimand.

Employees will be informed in all instances when they are issued marks even when the marks do not result in discipline.

### **TICKETING**

Discipline as a result of overage/shortage will be presented and discussed with the employee within fifteen (15) calendar days after the date of the violation, unless prevented by the absence of the employee or extenuating circumstances beyond the control of the Company.

Cash Handling and Operating Guidelines error discipline shall each be handled separately under its individual discipline system as long as any Operating Guidelines error that results in a monetary loss to the Guests or the Company is documented in the Cash Handling matrix.

When assigned to a Ticket Sales location, Attractions Hosts/esses at Blizzard Beach and Typhoon Lagoon, Cirque du Soleil, DisneyQuest, and ESPN's Wide World of Sports box offices will receive premium pay of forty cents (\$.40) per hour for all hours worked performing Guest Services duties. Ticket Sales duties include, but are not limited to, ticket sales, ticket refunds, ticket upgrades, ATS transactions, vouchers, and dining reservations. The Guest Services premium will not apply to locations other than those stated above.

#### **A. Training Period**

No discipline for cash handling or Operating Guidelines errors will be issued during a Ticket Sellers first thirty (30) working days as a Ticket Seller.

#### **B. Cash Handling and Operating Guidelines Discipline**

Cash Handling discipline and Operating Guidelines/errors discipline will be combined and issued separately from the Regular Full Time STCU Agreement disciplinary point system.

- (1) General: Discipline issued for cash handling or Operating Guidelines errors will not be covered under the general five (5) point disciplinary system. In no event will Ticket Sellers receive discipline for both cash handling and Operating Guidelines errors for the same mistake.
- (2) Cash Handling: An overage or shortage in cash and/or tickets that is the result of an errant transaction or an Operating Guidelines error that results in a financial loss to the company shall be subject to the guideline below.

<b>OVER AND SHORT MATRIX</b>	
½ MARK	\$10.01 to the price of a one (1) day adult base ticket * (with tax) when referenced at the time of incident
1 MARK	The price of a one (1) day adult base ticket* (with tax) plus one (1) cent to the sum of two (2) adult and two (2) child one (1) day base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of two (2) adult and two (2) child one (1) day base tickets* (with tax) plus one (1) cent or more when referenced at the time of incident

*\*Ticket refers to a 1-day base ticket for DisneyQuest or Water Parks. A ticket for ESPN's Wide World of Sports refers to a 1-day base ticket or Braves base ticket. A ticket for Cirque du Soleil refers to a category two (2) as its base ticket.*

Over and Short variances as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6(b).

#### **Operating Guideline Errors**

- (a) The following Operating Guideline errors shall result in two (2) marks:
  - 1. Failure to log out of a Walt Disney Company Ticketing system.
  - 2. Working out of an incorrect or unauthorized fund.
- (b) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:
  - 1. Leaving tender of greater than ten dollars (\$10.00) in value unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
  - 2. Lost keys or failure to return keys to the key system
  - 3. Providing another person access to and/or use of an Employee's confidential sign-in code to a Walt Disney Company system.
  - 4. Carrying any of the following: cash, coin, traveler's checks, Disney dollars, Gift Cards with value unescorted.
  - 5. Issuing compensation, comp tickets, or performing any transaction other than a straight sale for a family member, relative or friend. All transactions, other than straight ticket sales must be approved and performed by a GSM who is not a family member, relative or friend of the Guest.

Upon reaching the second (2<sup>nd</sup>) reprimand, retraining will be offered. At the employee's request, an employee shall be placed in a non-cash handling position after receiving a third reprimand for cash

handling. Should the employee decide to remain in a cash handling position and reach the fifth (5<sup>th</sup>) point, the employee will be involuntarily terminated.

The Operating Guidelines errors that result in a financial loss to the company will be treated as cash handling errors and shall have marks assessed based upon the cash handling guidelines.

Employees will be informed in all instances when they are issued marks even when the marks do not result in discipline. The Company reserves the right to discipline outside these guidelines when just cause exists.

## **CUSTODIAL**

**Utility Premium Pay** - Custodial Hosts/esses will receive forty (\$.40) cents per hour premium pay for all hours worked when operating the following equipment or performing the following tasks.

1. Hot and cold water Pressure Washer - Operators will receive the premium pay when utilizing a kerosene, electrical or gasoline fuel operated hot and cold water pressure washer.
2. (a) Sweeper Truck  
(b) Ride on Sweeper/Scrubber/Pressure Washer
3. Truck and/or Trailer Mounted Extractor
4. Forklift
5. Highreach
6. Confined space work which requires special training and equipment
7. Operates gas-powered soaper
8. Genie Lift\*
9. Scissor Lift\*
10. Small Carpet Extractor
11. Window Washer – Window washing is a utility function defined as cleaning windows at various heights, utilizing typical professional window washing tools which may include, but not limited to squeegee, scrub wand and brush. Spray bottle cleaning of glass or mirror surfaces is not considered window washing utility work.
12. Hosing
13. Litter Hawk
14. Floor Refurbishment – For Wood, Terrazzo and Marble floor refurbishment only (restore to raw material and build back-up only). Not to include screening process, machine scrubbing or topping off.
15. Sand Pro
16. Boats for Water Cleanup
17. Rappelling Crew – For all locations requiring rappelling as defined as, certification through Reedy Creek, must descend or ascend on a rope with harness and figure eight harness and jumar. Also to include spotter (must have same training). Employees working in the capacity of rappelling will receive an additional fifty (\$.50) cents per hour premium for actual hours worked.

If an employee has a (regularly) permanently assigned work schedule which requires using the equipment listed above for fifty percent (50%) or more of his/her time on a quarterly basis, he/she will be

stated at the utility premium rate. The premium pay will be paid in one (1)-hour increments when performing these tasks.

*\*Whenever a Custodial Host/ess is operating a Genie Lift or Scissor Lift, the Company will make available a trained Custodial Host/ess in the immediate area.*

### **Custodial Coordinators**

Eligible Custodial Coordinators will receive the premium pay in the following situations:

1. The Custodial Coordinator operates the equipment or performs the tasks; or,
2. The Custodial Coordinator is coordinating the efforts of the Custodial Host/ess who operates the equipment or performs the tasks, provided that the Coordinator is trained and qualified to operate the equipment or perform the task.

### **Third (3<sup>rd</sup>) Shift Differential Pay for Custodial Hosts/esses**

In addition to the Night Shift Differential of sixty cents (\$.60) per hour reflected in Article 12, Section 3, third shift Custodial Hosts/esses will receive forty cents (\$.40) per hour third shift differential increase.

### **Custodial Miscellaneous**

A hose person will not be required to pull a hose longer than 175 feet (including a 25-foot drop length) without assistance to move the hose.

When Custodial overtime is available within a scheduling pool it shall be offered in the following order: Custodial Hosts/esses within a scheduling pool first; Custodial Hosts/esses outside a scheduling pool, but in the same profit center, second; employees from different job classifications third.

- ★ Custodial Host/ess working on the third shift (formally known as graveyard) shall exercise their scheduling seniority through line schedule picks. These picks shall be held at least twice per year and a UNITE HERE! Local 362 Shop Steward will be present.

Custodial Host/ess who begin working night shift differential hours and are required thereafter to attend mandatory classes will be paid at the third shift differential rate for all hours in attendance at the class.

The Company will pay for the initial cost of a Type A, B, or C driver's license and endorsements for Custodial Host/ess who are required to obtain one to perform their job functions. Custodial Hosts/esses will be responsible for any costs associated with the renewal of these types of licenses.

All Custodial job assignments (details) will be distributed as equitably as reasonably practical.

At the employee's request, an employee shall be placed in a non-custodial position after receiving three (3) disciplinary points for job performance in a twelve (12) month period related to their custodial position. Should the employee decide to remain in the custodial position and reach the fifth (5) disciplinary point, the employee will be involuntarily terminated.

### **Internal Transfers**

Priority will be given to the local area when transferring between utility premium position and non-utility premium position.

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★ *This provision only applies to Regular Full Time employees*

## **Implementation of Standards for Driver's License Violations**

The parties recognize the Company's obligation to provide a safe means of transportation to its employees and Guests, and agree that it is the responsibility of each individual who may be required to drive a Company vehicle to hold a current valid United States driver's license. It is also understood that it is the individual driver's responsibility to notify Management immediately and prior to the start of his/her next shift, or prior to the end of the business day following the day an employee receives notification of suspension, revocation, cancellation, lost privilege, or disqualification of his/her license, whichever is sooner. Under no circumstances is an employee allowed to drive a Company vehicle under a suspended or revoked license. Failure to notify Management will result in discipline not excluding termination with the understanding that employees will be provided the appropriate language translator, as needed, and have employees sign the appropriate acknowledgement.

## **Vehicle Incident/Accident Policy**

The parties recognize the Company's obligation to provide a safe means of transportation to its employees and/or Guests and agree that all accidents or occurrences must be investigated and disciplined on an individual basis. In those cases where the employee demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may require immediate transfer (to a non-driving role), discipline and/or termination. In those cases which do not require such action, the Company will utilize the following accident policy:

1. An accident is defined as contact made with a Company vehicle that results in damage to property or person and driver (employee) was at fault.
2. Two (2) accidents within a rolling twenty-four (24) month period will result in the removal from any role in which driving may be required.
3. Any dispute on application of this shall be subject to the grievance procedure.
4. It is the responsibility of all employees to report any accident immediately to a manager. Failure to report any incident or accident may result in termination.

## **VACATION PLANNERS**

### **A. Transfers and New Hires**

1. Vacation Planning management reserves the right to select a pre-qualified talent pool from the Casting skill code list. Qualifications for that pool will be developed by the LMC. Regular Full Time and Regular Part Time new hires and transfers will be selected based on seniority within this pre-qualified pool. Vacation Planning management will notify the Union thirty (30) days in advance of implementation.
2. **New Hires**  
New hires to Vacation Planning are subject to a one hundred twenty (120) calendar day probationary period. If the Company deems an employee's performance is unsatisfactory and/or the employee no longer desires the Vacation Planner role after 91 days, the employee will be recast to another role outside of Vacation Planning.
3. **Transfers to Vacation Planning**  
There will be a one hundred twenty (120) calendar day qualifying period beginning the effective date of transfer. During this specified time period, if the Company deems an employee's performance is unsatisfactory and/or the employee no longer desires the Vacation Planner role, the employee will returned to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.



**B. Over and Short Cash Handling**

Cash Handling discipline and Operating Guideline discipline will be issued in two (2) separate systems.

1. **Over/Short**: An overage or shortage that is the result of an errant transaction and that results in a financial loss to the Company or Guest shall be subject to the matrix below:

<b>OVER AND SHORT MATRIX</b>	
½ MARK	\$10.01 to the price of a one (1) day adult base ticket * (with tax) when referenced at the time of incident
1 MARK	The price of a one (1) day adult base ticket* (with tax) plus one (1) cent to the sum of two (2) adult and two (2) child one (1) day base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of two (2) adult and two (2) child one (1) day base tickets* (with tax) plus one (1) cent or more when referenced at the time of incident

*\*Ticket refers to a 1-day theme park ticket.*

No discipline for errant transactions will be issued during an employee's first thirty (30) calendar days commencing from the day that training is completed on a new process or product.

Employee's must notify a manager (or Coordinator if a manager is not available) before clocking out if more than one hundred (\$100) over/short.

Over and Short errors as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6 (b).

At the employee's request, an employee shall be placed in a non-cash handling position after receiving a third reprimand for cash handling, provided non-cash handling positions are available.

2. **Business Rules**:

Business Rules will be presented during Vacation Planner training. A new hire or employee transferred into a Vacation Planner role shall not be subject to Business Rule discipline for thirty (30) calendar days commencing from the day that training is completed.

Business Rule errors are defined as:

- (a) A transactional error that does not result in a financial loss to the Company or a Guest. Under this situation, Vacation Planners will receive documented retraining.
- (b) A transactional error that does result in financial loss to the Company or a Guest. Under this situation, Vacation Planners will be subject to discipline based on the Over and Short Cash Handling Matrix as established in Section B-1 of this Addendum.

### 3. Operating Guideline Errors

- (a) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:
  - 1. Leaving money, in any amount greater than ten (\$10) dollars, unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
  - 2. Lost keys or failure to return keys to the key system.
  - 3. Providing another Vacation Planner access to and/or use of a Vacation Planner's confidential sign-in code.
  - 4. Carrying money unescorted.
  - 5. Issuing compensation, comp tickets, or performing any transaction other than a straight sale for a family member, relative or friend. All transactions, other than straight ticket sales must be approved and performed by a GSM who is not a family member, relative, or friend of the guest.
  
- (b) The following Operating Guideline errors shall result in two (2) marks, regardless of financial loss to the Company and/or a Guest:
  - 1. Failure to log out of the ATS system.
  - 2. Working out of an incorrect or unauthorized fund.
  
- (c) Violation of Operating Guidelines (OGs) may result in disciplinary action up to and including termination, in accordance to STCU Article 18.

### C. Opening and Closing

Vacation Planners will be given time to open and close their windows. This time shall be exclusive of an employee's walk-time, where applicable.

### D. Training

No Vacation Planner will be required to perform transactions for which he/she has not been trained. When Business Rule changes are made, Vacation Planners will not be reprimanded for failing to perform these new procedures correctly until the procedure has been in place for thirty (30) calendar days. All new business rules will be reviewed by the Labor/Management Committee.

Vacation Planners who have not performed the role for more than thirty (30) calendar days shall have the option of receiving eight (8) hours in-booth re-training before being returned to active Vacation Planning.

### E. Vacation Planner Rewards Program

Vacation Planners must work a minimum of four (4) shifts and sell a minimum number of tickets, as a Vacation Planner per fiscal month to be eligible for Rewards. The minimum number of tickets will be designated by the Company and discussed and reviewed by the LMC prior to implementation.

Vacation Planners may receive up to three (3) quality assurance observations per fiscal month. Stated Vacation Planning Coordinators will not be held accountable for the Sales Performance Accountability Guidelines.

#### 1. Monthly Rewards

Vacation Planners shall select a reward that corresponds to the level for which they qualify at the end of each month.

The number of Vacation Planners that qualify per level will not be limited. If the Vacation Planner achieves a reward level, they shall select a reward within the level that they achieved for that month (rewards will not roll over on a monthly basis), and they must redeem within the communicated redemption period. Reward levels will be developed by the Company and reviewed and discussed with the LMC.

## 2. Quarterly Rewards

Vacation Planners, who are eligible for monthly rewards for all three (3) months of a fiscal quarter, will be eligible for quarterly rewards as long as they are free from attendance, clocking, over and short and operating guidelines discipline in that fiscal quarter.

The number of Vacation Planners that qualify per level will not be limited. If the Vacation Planner achieves a reward level, they shall select a reward within the level that they achieved for that quarter and they must redeem within the communicated redemption period.

## 3. Sales Performance Accountability Guidelines

Sales performance accountability guidelines will begin after thirty (30) calendar days from the completion of Vacation Planning training. Performance that falls within the Sales Performance Tracking (SPT) level will be addressed as follows:

- Phase 1: two (2) months at SPT within a twelve (12) month rolling period will receive documented focused observations and coaching.
- Phase 2: three (3) months at SPT in a twelve (12) month rolling period will receive targeted retraining focused on Sales, Systems, or Product Knowledge.
- Phase 3: four (4) months at SPT in a twelve (12) month rolling period will receive an Individual Retraining Plan that is personalized training with a trainer focused on that employee's specific need. Employee will also be given the opportunity to voluntarily pursue a transfer to a non-Vacation Planning role.
- Phase 4: five (5) months at SPT in a twelve (12) month rolling period will be required to transfer to a non-Vacation Planning role utilizing the transfer process based on open positions at Casting at time of transfer.

## F. Fulfillment

Fulfillment lines shall be posted for bid at schedule selections.

Fulfillment employees will receive premium pay of fifty cents (\$.50) per hour for all hours worked while performing fulfillment duties.

Fulfillment employees are ineligible for Vacation Planning Rewards.

## Animal Care

In the event the Company resumes performance of the work formerly performed by Animal Care Specialists and/or Animal Care Specialists Seniors, the Company will notify UNITE HERE! Local 362.

## **Addendum B-4 Transportation Communications Union (TCU/IAM) Lodge 1908**

### **WATERCRAFT**

Time served at EPCOT Boats and Sassagoula Boats will count as time served in Transportation when calculating rate ranges.

### **Scheduling**

Scheduling for all Full Time Seven Seas, and Bay Lake Watercraft Operations work groups, including but not limited to, Grand One and Magical Fireworks Voyages, will be done in the following manner:

1. ★ The Company agrees to bid at least two (2) times per year and reserves the right to conduct additional bids as needed. The Company will provide advanced notice to the Union of any additional bids.
2. ★ A Shop Steward will be present during bidding.
3. ★ A Shop Steward may request review of hours worked on a quarterly basis.
4. ★ Coordinators, Wash Crews, Light Show and Grand One will bid once a year all at the same time. The Company reserves the right to conduct additional bids as needed.
5. ★ If an employee elects to drop a bid line, they cannot bid on an open line for the duration of the bid.
6. Employees who transfer (excluding those from EPCOT Friendship, Sassagoula/Rivercruise Boat Operations, Monorail Operations, and Seven Seas and Bay Lake Lake Patrol Operations) into Seven Seas and Bay Lake Watercraft Operations or Monorail Operations must wait two (2) years prior to exercising their seniority for schedule bid purposes or pool.
7. ★ Watercraft employees can request at any time 5th, 6th, and 7th day overtime or double time shifts, before others are involuntarily required to perform overtime.
8. Employees working a paid shift of seven (7) or less hours will not be required to take an involuntary lunch.
9. Night Shift Differential (Magic Kingdom Only)  
If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, he/she will be paid a differential of seventy-cents (\$.70) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window

### **Watercraft - Miscellaneous**

Re-Certification - Employees who transfer out of Watercraft and/or have not operated a Watercraft vessel for a period of six (6) months or more must be re-certified on the vessel(s) prior to operating the vessel(s). This applies to cross-utilization situations and employees returning to the area.

Regular Full Time employees stasued to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake Lake Patrol will be given priority to transfer to openings within these five (5) operations.

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★ *This provision only applies to Regular Full Time employees*

### **Transportation Host/ess Premium**

Employees stasured to Monorails and Watercraft will receive thirty cents (\$.30) per hour premium pay when using a gas powered pressure washer, or when operating Genie Lift or Scissor Lift in one (1)-hour increments.

### **Incident/Accident Standard**

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all accident occurrences must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may issue discipline, require immediate transfer to another classification, or termination, or a combination of these.

In those cases which do not require such action, the Company will utilize the following incident/accident standard:

1. An incident is defined as contact made by a watercraft with any object which results in damage from \$0 to \$1,000 to the craft and/or to the object.
2. An accident is defined as contact made by a watercraft with any object which results in damage greater than \$1,000 to the craft and/or to the object or damage to bowsprit requiring replacement.
3. Two (2) chargeable incidents within a three (3) year period equal one (1) chargeable accident.
4. Damage estimates provided by Walt Disney World Dry Dock Maintenance shall be used to determine the true dollar damage amount.
5. Three (3) chargeable accidents within a three (3) year period will result in permanent removal from all Watercraft operations.
6. All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.
7. Incidents and accidents shall not be assessed points within the five (5)-point discipline system. However, discipline issued in conjunction with an accident or incident will count within the five (5)-point discipline system.
8. Damage resulting from an incident or accident which occurs while operating a Company car, van or truck shall not be governed by this standard.
9. The cost associated with broken lines will not be included in estimating total damages within this agreement. Violations of Company guidelines resulting in line breakage will be evaluated within the five (5)-point discipline system. Any damage caused by a broken or untied line will be evaluated within this agreement.
10. Management will review all incidents/accidents independently of all others and may take into account considerations for weather conditions, pilot experiences, mechanical malfunctions, and structural defects.
11. All chargeable incidents and accidents will be documented in writing, recorded on the employee's record card, and remain active for cumulative purposes for three (3) years.
12. The above incident/accident policy applies to all Seven Seas and Bay Lake Watercraft, Sassagoula/Riverside Boat Operations, and EPCOT Friendship Boat Operations, and Resort Lake Patrol and Fishing Guides.

## **MONORAILS**

### **Violation of Clearance Procedures (VOCP)**

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all violations of clearance procedures must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may issue discipline, require immediate transfer to another classification, or terminate.

In those cases which do not require such action, the Company will utilize the following violation of clearance procedure policy:

1. All violations of clearance procedures will be documented in writing, recorded on the employee's record card, and remain active for cumulative purposes for three (3) years.
2. Three (3) violations of clearance procedure within a two (2) year period will result in permanent prohibition from operating a monorail and mandatory transfer from the Transportation area. The employee may choose to accept a position in another Transportation department, provided an opening exists. If the employee transfers to another Transportation department and commits any one (1) incident or accident within a twelve (12) month period of time, he/she will be permanently disqualified from any Transportation classification.
3. With exception to number 4 below, violations of clearance procedure shall not be assessed points in the discipline point system, Article 18, Section 6.
4. All overruns of the MAPO system will be reported. When an overrun of the MAPO system is not reported, the employee will receive a one (1) point reprimand which will be counted in the disciplinary point system (Article 18, Section 6). Additionally, the employee will receive one (1) point on the VOCP matrix.

All Monorail Operations department records will be adapted to the above policy prospectively.

### **Monorail Central Controller**

1. The Company will determine the qualifications for employees who are stasued to the Monorail Central Controller classification.
2. The Company reserves the right to unilaterally select, from within the Monorail classifications, individuals to be utilized in the Monorail Central Controller Classification. Openings for stasued positions will be posted.
3. The Company reserves the right to remove any stasued Monorail Central Controller who is not performing to acceptable standards. If the removal occurs within a one hundred twenty (120) day qualifying period, there will be no recourse to the grievance procedure.

### **Monorail - Miscellaneous**

Re-certification – Employees who transfer out of Monorail and/or have not operated a train for a period of six (6) months or more must be re-certified on the train(s) prior to operating the train(s). This applies to cross-utilization situations and employees returning to the area. Management reserves the right to change the frequency of re-certification based on changing business conditions.

Regular Full Time employees stasued to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Watercraft Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, or Seven Seas and Bay Lake Patrol will be given priority to transfer to openings within these five (5) operations.

## **Monorail - Scheduling**

Scheduling for all Regular Full Time Monorail employees will be done in the following manner:

1. ★ The Company agrees to bid at least two (2) times per year, and reserves the right to conduct additional bids as needed. The Company will provide advanced notice to the Union of any additional bids.
2. ★ A Shop Steward will be present during bidding.
3. ★ A Shop Steward may request review of hours worked on a quarterly basis.
4. ★ If an employee elects to drop a bid line, they cannot bid on an open line for the duration of the bid.
5. Employees who transfer (excluding those from EPCOT Friendship, Sassagoula/Rivercurise Boat Operations, Watercraft Operations and Seven Seas and Bay Lake Lake Patrol Operations) into Seven Seas and Bay Lake Watercraft Operations or Monorail Operations must wait two (2) years prior to exercising their seniority for schedule bid purposes or pool.
6. ★ Monorail employees can request at any time 5th, 6th, and 7th day overtime or double time shifts, before others are involuntarily required to perform overtime.
7. Employees working a paid shift of seven (7) or less hours will not be required to take an involuntary lunch.
8. Night Shift Differential (Magic Kingdom Only)  
If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, he/she will be paid a differential of seventy-cents (\$.70) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window.

## **Houseperson Host/ess Premium**

- Houseperson Host/ess will receive the forty cents (\$.40) per hour premium pay for all hours worked when operating the specified equipment or performing the specified tasks as outlined in "Custodial Host/ess Utility Premium Pay" in UNITE HERE! Local 362 section of Addendum "B-3."
- Interchangeability to include "junior qualified Houseperson" when utilizing a Houseperson as a Housekeeper.
- Job assignments in linen will be assigned on a separate schedule to those who currently do the role. Future openings and call-ins/sicks will be filled with the most junior qualified Houseperson.
- The Company will adjust the workload based on occupancy, and distribute the work equitably.

## **Custodial**

The Company and Unions agree that all terms and conditions negotiated in the 2014 UNITE HERE! Local 362 Custodial addendum will also apply to TCU Local 1908 Custodial Cast Members.

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★ *This provision only applies to Regular Full Time employees*

**BELL SERVICES**

Gratuities

**Bell Services Tipped Gratuity Matrix**

<b>LUGGAGE</b>	<b>Description</b>	<b>Rate</b>	<b>Rate Effective Date (May 24, 2015)</b>	<b>Rate Effective Date (July 30, 2017)</b>
Conventions	luggage to/from room	\$5.25	\$5.50	\$5.60
In & Out	loading/unloading	\$1.25	\$1.25	\$1.25
Disney Cruise Line (DCL)	luggage to/from room	\$5.25	\$5.50	\$5.60
In & Out	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25
Disney's Magical Express (DME)	luggage to/from room	\$5.25	\$5.50	\$5.60
In	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25
Resort Special Activities (RSA)	luggage to/from room	\$5.25	\$5.50	\$5.60
	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25
No Guest Contact (NGC) Room Changes	luggage to/from room	\$5.25	\$5.50	\$5.60

**COMPANY NOTICES**

DCL Luggage Notice – Delivery at, under, or inside the room	Bellmen	\$1.00	\$1.00	\$1.00
DME Transportation Notice	Front Desk At All Locations	\$0.00	\$0.00	\$0.00

**ROOM DELIVERY**

Delivery at the Door/ Under the door/ Just inside the door	Bellmen	\$1.00	\$1.00	\$1.00
Delivery requiring set up or specific location in the room	Bellmen	\$2.00	\$2.00	\$2.00
Items moved from one location to another (boxes)	Bellmen	\$1.00	\$1.00	\$1.00

The following will be considered agreed upon definitions related to the grid:

- “When asked” is when asked to perform the work by a leader
- Note: Rates and guarantees cited will be considered minimums
- The above grid applies to work performed by tipped employees only
- Include all Tipped Locations



### **Disney Cruise Line Gratuities**

1. Disney Cruise Line departure card deliveries will be paid in the following manner:  
Card delivery at, under or inside the room - \$1.00 per room (see Gratuities Grid).
2. Bellmen at moderate Resorts will be paid (see Gratuities Grid) when Management requests them to perform all guaranteed gratuity functions of the Disney Cruise Line without assistance, e.g., loading/unloading, delivery and pick-up of guest bags.

### **Group and Convention Guaranteed Gratuities**

1. Guaranteed gratuities will be paid for conventions and groups which guarantee the gratuities for arrivals and departures at the following Resort locations: Disney's Animal Kingdom Lodge, Disney's BoardWalk Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa; Disney's Old Key West Resort; Disney's Saratoga Springs Resort and Spa; Disney's Port Orleans Resort; Disney's Caribbean Beach Resort; Disney's Coronado Springs Resort; Disney's Polynesian Resort; Disney's Wilderness Lodge; and Disney's Yacht and Beach Club Resorts. Bellmen will receive (see Gratuities Grid) for luggage delivery. When asked to load or unload group bus arrivals, Bellmen will be paid \$1.25 (see Gratuities Grid).
2. A total (and maximum) of (see Gratuities Grid) will be paid for conventions and groups which guarantee the gratuities for arrivals and departures at all other Resorts. Bellmen will receive (see Gratuities Grid) per room for luggage assistance.
3. Individual group or convention arrivals by car which are guaranteed at the above rates (in and out) will be handled in the following manner.
  - (a) All Bell Service employees will use luggage control cards.
  - (b) Bell Service staff is paid (see Gratuities Grid) per trip to a room (in and out).
4. The work and gratuity associated with group or convention arrivals by bus will be divided in the following manner:
  - (a) When asked to perform the work, Bellmen are equitably pulled from rotation to tag and sort luggage. A roster of those working is maintained and \$1.25 (see Gratuities Grid) per room is paid and the total amount divided among those listed.
  - (b) Bell Service employees are paid (see Gratuities Grid) upon delivery or pick-up of luggage (in and out). At Resorts other than those listed in (1) above, if available, Bell Services Dispatchers and/or Resort Luggage Greeters will assist in tagging and sorting luggage.
  - (c) If only Bell Service staff is used for a bus arrival and departure, they will receive the entire amount.
5. Only those monies which are attributable to rendered services will be distributed to employees.
6. The Company reserves the right to distribute cards stating that the gratuity for luggage handling has been prepaid by the Group and/or Convention. The Company will issue these cards in good faith and take appropriate measures to ensure they are not distributed in error.
7. The Company will establish a process to guarantee gratuities for guests escorted by Resort Special Activities if the Bellmen are deprived of the ability to have contact with the guest. Gratuities will be paid at the agreed upon convention rates.

### **Pre-Planned Guaranteed Room Deliveries**

Bell Service employees will receive the following amounts per room/villa:

1. \$1.00 (see Gratuities Grid) for all deliveries at the door, under the door, or just inside the room.
2. \$2.00 (see Gratuities Grid) for items requiring set-up. Set-up will be defined as specific placement within the room (e.g., on the nightstand), or positioning certain items in relation to one another.
3. \$1.00 (see Gratuities Grid) per item for items moved from one location to another (i.e., boxes, crates, etc.).

Rates and guarantees cited will be considered minimums. (Moved to under the grid)

### **Communication**

1. In the Resort Newsletter (or equivalent directory of service), under the "Luggage" headings, "Gratuity not included" will be added.
2. If a guest requests luggage assistance on departure and requests service knowing he/she will not be present when the bellman arrives, the Company agrees to have the employee obtaining the Guest's information, and who is the final contact state the following: "Please leave your bags just inside the door. If you would like to leave a gratuity, please place it underneath your luggage." This spiel will not be given in any other circumstances (e.g., room change, guest inconvenience, or other similar circumstances). This information will be included in the training manuals for Bell Services, Front Desk, and Concierge employees. Each property will individually determine if the Front Desk or Concierge employees should provide this information.
3. The following language will be included in all DME departure notices:  
"Upon arrival, it was our pleasure to provide luggage assistance as part of our Disney's Magical Express service. However, upon departure, bell service luggage assistance is not included in our complimentary Disney's Magical Express service. If you would like assistance with your luggage, we ask that you make arrangements with our Bell Services Cast. Please touch the Bell Services button on your in-room phone and a Bellman will gladly assist you. Please allow enough time prior to your motor coach pick-up time to request assistance."

### **Training**

T-2 employees, when training other T-2 employees, will be paid at the base Hospitality Host/ess rate, plus training premium of fifty cents (\$.50) per hour, plus tips.

### **Scheduling**

The following will be considered agreed upon definitions related to schedules:

- **Shift:** The hours an employee is scheduled, from start time until end time, within one (1) day.
- **Line:** A combination of scheduled shifts and consecutive days off within the workweek.
- **Bid Schedule:** A combination of all lines within the bidding location.
- **Posted Schedule:** A combination of the schedule bid and any other shifts deemed necessary by business needs for the week scheduled.

★The scheduling procedures listed below are exclusively for the Bell Services Regular Full Time T2 Cast Members and do not establish any precedent whatsoever for any other areas and/or departments. The scheduling procedures include all Regular Full Time personnel in the department, excluding staturesd third

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★ *This provision only applies to Regular Full Time employees*

shift Bellmen. Daily staffing will continue to be accomplished utilizing a traditional master schedule in accordance with operational requirements.

1. ★ Management will calculate the top fifty percent (50%) of Regular Full Time employees excluding graveyard by seniority prior to the scheduling process. If an uneven number of people result, Management will round off to the next whole number, e.g., 6.2 = 7. Should an employee in the top fifty percent (50%) select a floater line, then the top senior employee not in the top fifty percent (50%) shall be included.

When creating the pool of shifts for employees to select from, Management will include all shifts that are anticipated to be needed on a regular basis until the next schedule bid.

In order of seniority, the top fifty percent (50%) of eligible employees in the department will participate in the selection of their individual schedule. Those individuals will select their shifts within the following parameters:

- Employees must select two (2) consecutive days off. In the event that a Cast Member voluntarily requests split days off, it may be granted based on Management discretion.
- Employees must select all a.m. shifts by day (a.m. is a start time by noon) or all p.m. shifts, by day (p.m. is a start time after noon). In the event that a Cast Member voluntarily requests a mix of a.m. and p.m. shifts, it may be granted based on Management discretion.

2. ★ Management will then create the remaining lines. The employees will then make their selections in accordance with seniority:

- Fifty percent (50%) of all lines excluding third shift will be cherry pick. If an uneven number of people result, Management will round off to the next whole number, e.g., 6.2 = 7
- Up to twenty-five percent (25%) of all lines excluding third shift will be p.m. floats. If an uneven number of people result, Management will round off to the next whole number, e.g., 6.2 = 7
- All remaining lines excluding third shift will be floats consisting of a.m. and/or p.m. shifts
- Twenty-five percent (25%) of the p.m. floats and twenty-five percent (25%) of the floater lines will have days off assigned
- In the event that an a.m./p.m. float Cast Member floats into a p.m. line, who ever has the greater seniority will have the preference on the more desired shift
- The floater schedule will cover vacation relief

3. If available, a Regular Part Time employee will be scheduled to cover the third shift in the event the employee who has bid that line is on vacation, a leave of absence, or in the event of any vacancy, for a period not to exceed sixty (60) days. If a Regular Part Time employee is not available, the least senior available Regular Full Time T-2 employee will be assigned this shift, for a period not to exceed sixty (60) days per calendar year. Once the least senior available employee has worked sixty (60) cumulative days in a calendar year, shifts will then be filled by the next least senior available employee.

4. ★ When Management changes a selected bid schedule for an employee due to business necessity, all shifts that are available, including floater shifts, will be available for selection by the affected employee by seniority. If a more senior employee has selected a floater line, then that employee will select his/her shift first. The remaining shifts will be assigned to floaters by seniority. All shifts that cannot be scheduled will then be covered by Regular Part Time employees. Regular Part Time employees will be scheduled last.

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★ *This provision only applies to Regular Full Time employees*

- (a) Management will make every reasonable attempt to contact affected employees for a schedule change within forty-eight (48) hours. This will allow affected employees to select a new shift from available shifts prior to the weekly schedule posting. If, for any reason, employees cannot be contacted within forty-eight (48) hours, Management will assign a schedule as close to the bid line as possible and continue the schedule posting.
- (b) If schedule changes are necessary after a posted schedule, then Management has the right to make schedule changes as required to manage the operation without references to the pre-posting process.
- (c) A minimum of two (2) schedule picks/bids per year will be conducted.

Upon transfer to a new resort, existing Regular Full Time Bell Services Tipped Employees will be eligible to exercise his/her seniority for time of day, hours per week, and location as a float Cast Member until the time of the next schedule bid. This provision does not apply to days off.

5. ★ If Full Time lines are added to the schedule in-between bids, and have been available for forty-five (45) days or longer.

When Full Time lines are added to the schedule either by converting Regular Part Time shifts or by business necessity, they will be filled through the transfer procedure and not by first converting affected Regular Part Time employees to Regular Full Time. If there are no Regular Full Time candidates from ReCasting (including T-2 third-shift personnel), Management may then fill the position through Regular Part Time conversion or the new hire process.

6. ★ Regular Full Time/Regular Part Time Mix

The Company agrees to preserve seventy percent (70%) of the total hours paid in Bell Services Tipped to Regular Full Time employees; the premium segment of resorts will not drop below seventy percent (70%). In the event the monthly average falls below seventy percent (70%) the Company will open Regular Full Time positions within forty-five (45) days to bring Full Time hours within compliance. The penalty for the Company's failure to not adhere to the above set guidelines by adding Full Time lines within forty-five (45) days after failing to maintain a seventy percent (70%) average of Full Time monthly hours will be as follows:

The employee on the top of the Casting skill code list for the open position will receive a payment of twenty dollars (\$20.00) per day for each day from the time the grievance is filed with Labor Relations until the transfer process has been initiated.

7. Scheduled third-shift (Graveyard) T-2 employees will be paid the appropriate Hospitality Host/ess rate between the hours of 11:00 p.m. and 7:00 a.m. In addition, any employee covering a third shift line due to call sick, etc., will be paid the appropriate Hospitality Host/ess rate between the hours of 11:00 p.m. and 7:00 a.m. This does not apply to employees whose shifts overlap into this time period for any reason.

- ★ Employees covered under the one (1) year rule (Article 13, Section 7) will be subject to bargaining unit seniority to bid shifts after employees with one (1) or more years in the Bell Service classification have made their selections. Seniority of those employees transferring from a non-tipped area who have transferred into a T-2 position will be by seniority date based on the date of transfer, until able to exercise Company seniority in the schedule bid process. The new hire seniority date will be honored after the transfer's seniority has been considered.

### **Shop Stewards**

T-2 Shop Stewards will be paid at their appropriate Hospitality Host/ess rate for the actual time (rounded to the nearest tenth) when they are taken out of rotation at Management's request. The Shop Steward Card will be kept in rotation, and, if front missed, Bellman becomes first person up.

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★ *This provision only applies to Regular Full Time employees*

## ★ Transfer Procedures

In order to be considered for an open Regular Full Time Bell Services position, the employee must be on the Casting skill code list for each specific Resort at the time the requisition is opened. The employee selected for the position will be notified by Casting and transferred to the open position. For Bell Services Tipped openings, the open position will be filled by eligible Cast in the following order:

- All Regular Full Time Resort Bell Services Host/ess (T), by seniority (including all Regular Full Time Third Shift Bellmen).
- All Regular Part Time Resort Bell Services Host/ess (T), by seniority (including all Regular Full Time Third Shift Bellmen).
- All Regular Full Time non-tipped Bell Services Dispatcher Cast and Resort Luggage Greeters, by seniority.
- All Regular Part Time non-tipped Bell Services Dispatcher Cast and Resort Luggage Greeters, by seniority.
- All other Regular Full Time Service Trades Council Union (STCU) employees.
- All other Regular Part Time STCU employees.
- All Non-STCU employees.

Should an employee decline a position, they will be required to wait six (6) months before being eligible to post for another transfer.

Third Shift Bell Services will continue to be a separate seniority pool with the exception of the transfer process listed above.

When new Resorts open the new property transfer procedures (Article 14, Section 3) will supersede the above transfer procedures.

## Bell Services - Miscellaneous

1. With prior approval from Management, Bellman will be paid the standard guaranteed gratuity rate for no guest contact room changes.

## Parking Accident Policy

1. Upon first occurrence - two (2) point reprimand
2. Upon second occurrence - two (2) point reprimand
3. Two (2) accidents within a twenty-four (24) month period will result in the employee's mandatory transfer to a non-driving area. The employee will transfer with two (2) accidents on his/her record card, but only with the actual disciplinary points assessed within the preceding twelve (12) month period.

Upon being transferred, an employee will be eligible after an interim of twelve (12) months from the date of such transfer to move back into a guest vehicle or Company vehicle driving position based upon favorable performance record, availability of appropriate job opening, successful completion of an interview, and the completion of the basic proficiency requirements established by the department.

Subsequently, if an employee is involved in an accident, the employee will be permanently prohibited from driving any guest vehicle or Company vehicle.

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★ *This provision only applies to Regular Full Time employees*

Additionally, it is understood that all Bell Services employees must have a valid driver's license when performing a driving role. Bell Services employees, who are not required to drive or will not be required to drive in their Bell Services role, will not be required to have a valid driver's license. If the Cast Member's license becomes invalid for any reason, such as suspension, revoked, etc., Management must be made aware prior to his/her next shift.

Management will give employees with invalid licenses, sufficient time to get reinstatement of their license where appropriate. If the employee is not able to reinstate their license, Management will make reasonable efforts, when available, to offer jobs at locations where employees will not have to drive and may retain their tip status, when possible. Employee will be notified of this policy.

### **Dispatch**

1. Employees who are trained for a DME Assistant role will meet with their leader upon completion of that training and will be asked to commit to being available to perform that role for a duration of six (6) months. If the employee declines, they will be returned to their previous role and will not be eligible for additional training as a DME Assistant for six (6) months.
2. DME Assistants will be designated by the Company and will receive an additional seventy five cents (\$0.75) per hour premium. Employees who fill in as a DME Assistant will be paid an additional seventy five cents (\$0.75) per hour for all hours worked in this capacity.

### **Labor/Management Committee**

The Company and the Union recognize the mutual benefit of joint meetings of representatives of both parties. Therefore, the Labor/Management Committee is established to discuss and make recommendations in areas of mutual concern that have been referred to the Committee. The Committee will be co-chaired by the National Union Designee from the Transportation Communications Union (TCU/IAM), Lodge 1908, the Vice President of Labor Relations or his/her designee, and a Disney line of business executive or his/her designee.

The meeting will be scheduled at a time that does not interfere with the daily operation. Agenda items for the Committee meeting will be exchanged by the parties at least five (5) days prior to the meeting. However, it is understood and agreed that the Committee will not have the authority to receive or resolve grievances or engage in collective bargaining. A maximum of five (5) Union Shop Stewards designated by the Union will attend the meeting. A Shop Steward designated by the Union to attend the Committee meeting during his/her scheduled shift will be paid for the time attending the meeting.

### **FRONT OFFICE (FRONT DESK/CONCIERGE/FSA)**

1. Transfers from a different job classification and new hires into the Resorts Guest Service Host/ess position must go through an interview process at ReCasting.
2. Employees who transfer into any Front Office role will be placed on a ninety (90) day qualifying period. If the Company determines during the ninety (90) days that the employee's performance is not satisfactory, or if the employee requests a return during the ninety (90) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.
3. Employees will receive thirty (30) minutes to bank out if they have a physical bank. This time will include all banks. Bank drops will occur on Company time and are to be included in the thirty (30) minutes. In the event of a bank-out issue, it is the responsibility of the employee to notify Management in order for overtime to be authorized.
4. The Company may require Front Desk Cashiers who walk through Guest areas to drop deposits to be escorted by another employee or Management.
5. Front Desk Service Advisors (FSA) will be designated by the Company and selected from within the Front Office operation with a minimum of four (4) months of Front Office experience. FSAs will

receive an additional one dollar and fifty cents (\$1.50) per hour for all actual hours worked as an FSA based off the Concierge Host/ess rate. Employees who fill in as an FSA will be paid an additional one dollar and fifty cents (\$1.50) per hour based off the Concierge Host/ess rate. FSAs must maintain minimum qualifications in order to retain their status as an FSA. Employees will be removed from the FSA position upon receiving a second reprimand in any six (6) month time period. At the issuance of the first reprimand, an employee will be notified that a second reprimand within a rolling six (6) month time period will result in removal from the FSA position.

6. Employees who are trained for an advanced job function (for example: Room Assignment etc.) will meet with their leader upon completion of that training and will be asked to commit to being available to perform that job function for a duration of six (6) months. If the employee declines, they will be returned to their cashier role and will not be eligible for additional training in advanced job functions for six (6) months.
7. Any Front Office Cast Member may be selected to perform the job functions of Operations Support, Room Assignment, Front Desk Group Assistant, and Curbside Arrival Greeter based on skills, abilities, dependability, and experience. All things equal, seniority will prevail.
8. All Front Office Cast Members will be paid at the Front Desk Host/ess rate with an additional seventy five cent (\$0.75) premium when performing the job function of Operations Support (excluding Cashier Operations Support), Room Assignment, and Front Desk Group Assistant.

To ensure that there is a broad base of Cast that are capable to perform the role who's skills and knowledge are current, the Company has the right to train and rotate qualified Cast Members through all roles including those that have a premium associated with them.

9. All Front Office Cast Members will be paid at the Front Desk rate when performing the job function of Curbside Arrival Greeter. When a Concierge Cast Member is mandatorily assigned to do the Curbside Arrival function they will be paid at their statused rate.

### **Cash Handling Discipline**

1. All procedural problems will result in a one (1) point reprimand, except in cases involving a monetary loss to the Company over two hundred and fifty dollars (\$250.00).
2. If the employee is over or short from ten dollars (\$10.00) two hundred and fifty dollars (\$250.00), or item(s) of equivalent value (i.e., tickets), it will result in a one (1) point reprimand.
3. If the employee is over or short in excess of two hundred and fifty dollars (\$250.00), or item(s) of equivalent value (i.e., tickets), it will result in a two (2) point reprimand.
4. Upon receiving three (3) cash handling disciplinary points, but less than five (5) disciplinary points, the employee will be offered a non-cash handling position. Additionally, if the employee declines the transfer in written form, the Company is under no obligation to make any further offers to the employee. On the date the employee accepts an offer of non-cash handling position, no further disciplinary points for cash handling will be used as an active component of his/her record card. This will be applied only to incidents occurring after the employee has accepted the offer to transfer and not the original date of occurrence. The Company reserves the right to discipline outside this matrix for dishonesty.
5. If, after receiving progressive discipline for cash handling, an employee requests assistance in verifying his/her bank and/or receipts, the shift supervisor will be available to assist.
6. Disciplinary points will remain on the employee's record card for twelve (12) months from the date of occurrence.
7. Termination upon receiving five (5) points in accordance with Article 18, Section 6.
8. The Company will not issue both job performance discipline and cash handling reprimands for the same set of circumstances.

9. No discipline will be issued for Cash Handling errors during the first twenty-one (21) days (including training) as a Front Desk employee. The Company reserves the right to discipline when just cause exists.

### **RECREATION**

Employees who work at Fort Wilderness that are stasured to Recreation positions and work at Fort Wilderness Meadows pool area, Meadows bike barn area, and Camp Fire remote locations within the campground will receive ten (10) minutes travel time.

At Fort Wilderness Resort, Recreation Host/ess will receive a \$0.50 per hour premium for all hours worked performing the functions of Archery and/or Segway Instruction.

### **ADVANCED RESCUE PATROL**

Employees new to the Advanced Rescue Patrol will be placed on a one-hundred and twenty (120) day qualifying period. If the Company determines during the one-hundred and twenty (120) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred and twenty (120) days, the Company will return the employee to his/her prior job classification and location. The employee shall be immediately eligible to transfer again.

Employees in the Advanced Rescue Patrol role who receive two (2) reprimands for poor job performance directly related to their duties as an Advanced Rescue Patrol in a twelve (12) month period will be returned to his/her prior job classification.

The Watercraft Incident/Accident Standard as reflected in the TCU Side Letter will apply to the Advance Rescue Patrol.

Regular Full Time employees stasured to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake-Lake Patrol will be given priority to transfer to openings within these five (5) operations.

### **Fishing Guides**

All Regular Full Time Fishing Guides will participate in global Schedule Bids. Seniority will be used to determine work assignments in the scheduled location. The exception is when a guest requests a particular Fishing Guide, if it is within their regularly scheduled work day and location, the requested Fishing Guide will then be assigned the excursion. This applies to both Regular Full Time and Regular Part Time Fishing Guides.

### **Spa & Fitness Center Host/ess**

This position will require a secondary interview for applicants that meet transfer guidelines.

There will be a ninety (90) calendar day qualifying period beginning the effective date of transfer. During this time period, if the Company deems an employee's performance is unsatisfactory, the employee will be returned to his/her prior job classification.

Spa & Fitness Hosts/esses at the Spa locations will be part of a Global scheduling pool whereby, Cast will rotate between the Spa front desk, locker room and Resort Fitness Center at the different Resort Fitness Centers as designated by the Company



**Addendum B-5**  
**United Food & Commercial Workers International Union (UFCW Local 1625)**

**SALES HOST/ESS**

★ **Data Maintenance Pay Premium**

It is our mutual agreement that a Sales Host/ess will receive premium pay of one dollar and twenty-five cents (\$1.25) per hour for performing Data Maintenance work. In order to receive Data Maintenance premium pay, the Sales Host/ess must be performing a Data Maintenance function for sixty (60) consecutive minutes or more:

Requisition merchandise (on an as needed basis only) through use of the designated Inventory System to ensure appropriate inventory levels.

★ **Data Maintenance Selection Criteria**

Data Maintenance opportunities will be posted and available for seven (7) days within the location. Any Sales Host/ess who is interested in being considered for an opportunity should indicate his/her interest by signing the bi-yearly posting. The following factors will be taken into consideration with respect to filling the position: seniority, dependability, skill and ability. Only the top senior Sales Hosts/esses will be considered based on Sales Hosts/esses interested in Data Maintenance who meet the following minimum qualifications:

1. Length of service
  - (a) Six (6) months seniority in the job classification of STCU Sales Host/ess
2. Dependability
  - (a) Supervisor's Record Card may have no more than five (5) attendance entries within the last six (6) months (not including early shift releases or authorized days off)
  - (b) No more than one (1) reprimand in the last six (6) months
  - (c) Skill and ability
3. Demonstrated skill and ability to perform the job
  - (a) Demonstrated proficiency in the designated Inventory System [business acumen test score of ninety percent (90%)]
  - (b) Demonstrated proficiency on the Point of Sale register system
  - (c) Demonstrated team player

Sales Hosts/esses not stasured as Data Maintenance but who perform Data Maintenance work will be subject to the same Data Maintenance selection criteria listed above. The Company reserves the right to limit participation.

The Company will post opportunities globally in all locations a minimum of one (1) time per year. The top senior Sales Hosts/esses who meet the criteria will attend an Inventory system training class and be required to take the Business Acumen test with a passing score of ninety percent (90%). This group of Sales Hosts/esses will constitute a pool of qualified Sales Hosts/esses to fill Data Maintenance openings as they arise. Transfer sheets will be filled out a minimum of one (1) time per year. A temporary Data Maintenance opening of less than thirty (30) days may be filled by property, by seniority, from the qualified pool. Sales Hosts/esses will be offered permanent openings by seniority. If a Sales Host/ess is offered a Data Maintenance position and chooses not to accept the position they will be removed from the pool until the next posting. The Sales Host/ess will be required to repost. Sales Hosts/esses new to the

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★ *This provision only applies to Regular Full Time employees*

Data Maintenance role will be placed on a one-hundred and twenty (120) day qualifying period. If the Company determines during the one-hundred and twenty (120) day qualifying period that the Sales Host's/ess' performance is not satisfactory or if the Sales Host/ess requests a return within the one-hundred and twenty (120) days, the Company will return the Sales Host/ess to his/her prior job classification and location.

If a Sales Host/ess requests a return and the Company is satisfied with their performance, he/she may remain in the Data Maintenance pool but will not be offered a role for six (6) months. If after placement into a Data Maintenance role for the second time the Company determines during the one-hundred and twenty (120) day qualifying period that the Sales Host's/ess' performance is not satisfactory or if the Sales Host/ess requests a return within the one-hundred and twenty (120) days, the Company will return the Sales Host/ess to his/her prior job classification and location.

### **Confectionery Premium**

Sales Hosts/esses will receive premium pay of fifty (\$.50) cents per hour payable in thirty (30) minute increments when performing confection production duties. Locations include, but are not limited to the following: Main Street Confectionery, Beverly Sunset Sweet Spells, Goofy's Candy Company, Disney's Candy Cauldron, Big Top Souvenirs and Werther's Storck. Sales Hosts/esses who preference the confection production line will receive training prior to the schedule bid going into effect. The implementation of Confection Production Premium beyond the locations listed above will be done only by mutual agreement of the Company and United Food & Commercial Workers Union, Local 1625.

### **Non-Automated Personalization Premium**

Sales Hosts/esses performing non-automated personalization tasks will receive a pay premium of fifty cents (\$.50) per hour payable in one (1)-hour increments provided that they meet the following criteria:

1. Must have passed a standardized (Calligraphy Alphabet) and ornament hand writing test, per side letter agreement dated June 29, 2010.
2. Sales Hosts/esses must perform the task for sixty (60) consecutive minutes.

Sales Hosts/esses currently performing non-automated personalization tasks at Disney's Days of Christmas and Ye Old Christmas Shoppe will receive the premium for all hours worked in one (1)-hour increments while performing these duties. All positions for non-automated personalization roles will be posted in each respective area. Anyone selected in the future to perform non-automated personalization work shall be selected in accordance with the criteria outlined above.

If a Sales Host/ess has a regularly assigned work schedule performing non-automated personalization for fifty percent (50%) or more of his/her time in a six (6) month period, he/she will be stasured at the premium rate. A Sales Host/ess stasured to this premium rate, at the Disney's Days of Christmas and Ye Old Christmas Shoppe will not be deployed outside of the location.

### **Information Desk/World of Disney Premium**

Sales Hosts/esses will receive premium pay of twenty-five (\$.25) cents per hour payable in one (1) hour increments when performing the role of Information Desk at the World of Disney.

### **Fork Lift Operator Premium**

Sales Hosts/esses will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.

## **Hotel Plaza Boulevard, Airport (OIA) and Orlando Premium Outlet Merchandise locations Premium**

Sales Hosts/esses working at Hotel Plaza Boulevard, Airport (OIA) and Orlando Premium Outlet Merchandise locations will receive premium pay of thirty cents (\$.30) per hour for all hours worked.

### **Labor/Management Committee Meetings**

The parties agree to establish Management/Shop Steward meetings to maintain open lines of communication. The meetings will be scheduled on an as needed basis, as mutually agreed upon, and will be attended by the Area Manager, the area Union Shop Stewards and open to Union Representatives of UFCW Local 1625 and Labor Relations. The Committee will be co-chaired by the President of UFCW Local 1625 or his/her designee and the Vice President of Labor Relations or his/her designee. Agenda items for the Committee meeting will be exchanged by the parties at least five (5) days prior to the meeting. These meetings are not intended to resolve any issues subject to collective bargaining or the grievance process. The meetings will be scheduled by Management at a time that does not interfere with the daily operation. Shop stewards attending the meeting during their scheduled shifts will be paid for the time attending the meeting.

### **Scheduling**

Bidding will occur at least twice per year, schedules will be posted seven (7) days in advance, and a UFCW Local 1625 Shop Steward and/or Business agent will be present for the bid.

### **Fort Wilderness**

Employees who work at Fort Wilderness that are stashed to Merchandise will receive ten (10) minutes travel time.

### **Pin Trading Lanyards**

Sales Hosts/esses working in an on-stage area will be required to wear a Company provided pin trading lanyard or accessory. Management will not require an on-stage Sales Host/ess to wear a pin trading lanyard if it will jeopardize the safety of the Sales Host/ess. A Sales Host/ess will not be required to wear a pin trading lanyard or accessory if the majority of his/her shift will be spent working in a backstage area.

### **Bibbidi Bobbidi Boutique**

A Bonafide Occupational Qualification is that only females will be considered for a role within the Boutique.

### **Basket Creation/Design Work**

Sales Hosts/esses will be paid at the applicable Floral Hosts/esses rate for all hours worked in consecutive increments of one (1) hour when duplicating existing basket template designs provided by the WDW Florist Department.

Sales Hosts/esses will be paid the applicable Floral Specialist rate for all hours worked in consecutive increments of one (1) hour when creating/designing new baskets or creating/designing new baskets for guests under the "Create Your Own Basket" offering.

The basket creating training program will be offered on a periodic basis to Sales Hosts/esses who express an interest in basket creation opportunities. Basket creation training opportunities will be posted in the respective locations. Sales Hosts/esses will be selected to participate in these training opportunities based on seniority within the location.

Sales Hosts/esses who complete the training will be required to pass a standardized test regarding their ability to meet basket creation/design quality and quantity standards. Sales Hosts/esses who pass this standardized test will be eligible for future basket creation/design work opportunities. The WDW Florist Department Management will be involved with the creation and implementation of this testing process.

## **CATERING**

### **Catering Payment Policy**

The established gratuity pay practice throughout all Catering locations across property for all tipped Catering employees shall be as follows: gratuities will be paid based on an established hourly rate (lump sum gratuities for all Catering events during the workweek divided by hours worked for the workweek).

A fifteen percent (15%) gratuity will be calculated on actual food and beverage price to the client. Gratuity will be added to the employee's base rate of pay for the classification being performed. "At Cost" events will be paid at the established "at cost" rates.

1. Gratuity Distribution – A fifteen percent (15%) gratuity shall be paid regardless of the classification of employees servicing a function.
  - (a) Food and Beverage Service (Gratuity is in addition to rate of pay for classification being performed.)
    1. Banquet Service Host/ess (T) (Servers) and Beverage Service Host/ess (T) (Bartenders) and Captains equally share thirteen and one-half percent (13½%).
    2. Food and Beverage Captain (T) (Captains) share an additional one-half percent (½%).
    3. Banquet Facilities Host/ess (Housemen) share one percent (1%).
    4. Ft. Wilderness, Pleasure Island, Water Parks, and Parks will be paid 50/50 high/low split.
    5. The standard pay rate for Banquet Facilities Host/ess (T) (Housepersons) is: eighty-five percent (85%) High Rate and fifteen percent (15%) Low Rate (Resorts and Parks).
    6. Gratuity Policy for Banquet Facilities Host/ess (T) Housemen:
      - (a) Food and Beverage Service (Gratuity is in addition to rate of pay for classification being performed)
        - Housemen share one percent (1%).
      - (b) Coffee Break Service (Gratuity is in addition to rate of pay for classification being performed)
        - Housemen share two percent (2%).
      - (c) At Cost Events
        - Housemen - seven dollars (\$7) per hour over his/her high rate for all hours associated with the event.
7. When Parks and/or Resorts are combined into regions, the weekly gratuity pool for the Banquet Facilities Host/esses (Housemen) shall be combined, provided all Housemen in the affected areas have a valid Florida Driver License. The Company in its sole discretion may change the consolidated regions at any time.

- ★ (b) A Bartender who picks up a server shift in a Park will be bumped to an available bar (that which is being worked by other than a staturesd Bartender) upon request.

- ★ (c) Coffee Break Service

Coffee Breaks – There will no longer be a distinction between Coffee Break Servers and Banquet Servers. There will be one job classification known as Banquet Server. “Coffee Breaks,” will have first priority at being scheduled for Coffee Break functions within their home location; however, they will also be scheduled non-Coffee Break functions in order to maximize their hours. Coffee Break functions are defined as continental breakfasts, boxed breakfasts, Intimate Weddings, Brides’ dressing room functions, all day beverage service functions, and refreshment breaks. Coffee Breaks will be bid by seniority, by location. In the event that alcoholic beverages are requested (bottled beer, etc); the Company acknowledges the need for the function to be staffed by a Responsible Vendor, with first priority given to staturesd Bartenders. The gratuity for Coffee Break functions will continue to be calculated separately.

1. Banquet Service Host/ess (T) (Servers) and Captains equally share twelve and one-half (12½%)
2. Food and Beverage Captain (T) (Captains) share an additional one-half percent (½%).
3. Banquet Facilities Host/ess (Housepersons) share two percent (2.0%)
2. Banquet Service Host/ess set tables, serve function, and bus after events.
3. Each catering operation and Park Event Operations will operate with one (1) gratuity pool for both food and beverage.
4. Gratuities will be distributed based on current agreed upon procedures at each catering location.
5. Regular Full Time 7(i) Catering employees will receive only straight-time hourly rate commensurate with their classification seniority plus their share of the applicable service charge for all hours worked in the banquet function.

**Gratuity Calculation for In-House Events**

1. Events identified by the Company as “Cast Serving Cast” will be paid at a fifteen percent (15%) gratuity calculated on the food and beverage retail price. Gratuity will be added to the employee’s base rate of pay.
2. Events identified by the Company as “At Cost” functions (for example Cast Service Celebrations) will be paid as follows:
  - (a) Thirty-five dollars (\$35) per hour for Servers and Bartenders, forty dollars (\$40) per hour for Captains for all set-up hours and all hours worked on actual day of event.
  - (b) Houseperson – seven dollars (\$7) per hour over his/her high rate for all hours associated with the event.

**Fees**

1. There will be no off-property fee for functions at Celebration office buildings.
2. When additional service fees charged to the clients are collected, they will be split fifty (50%) percent to the appropriate gratuity pool and fifty (50%) percent to the Company.

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★ *This provision only applies to Regular Full Time employees*

3. It is expressly understood that set-up fees for Intimate Weddings may be combined in the total package price charged to a client, however, when collected, will be split fifty (50%) percent to the appropriate gratuity pool and fifty (50%) percent to the Company. This provision shall not apply to Banquet Facilities Hosts/esses (Housemen).
4. All set-up fees, when charged and collected from the client, will be split 50/50 between the Company and the appropriate gratuity pool. This provision shall not apply to Banquet Facilities Hosts/esses (Housemen).
5. Off-property service fees are negotiable with the client. If collected they will be split 50/50 between the Company and the Server.
6. If bar sales do not meet a minimum of \$500.00, a \$100.00 service charge will be split 50/50.

### **Staffing Guidelines**

Management reserves the right to staff functions as deemed appropriate.

### **Miscellaneous Catering Agreements**

1. All Regular Full Time tipped Catering employees, excluding currently grandfathered employees and Banquet Facilities Host/ess will be stasured 7(i). A non 7(i) Catering employee may opt to turn 7(i), but will have no option to return to a non 7(i) status. The Company, when it becomes aware, will notify the Union in the case an employee is ineligible to be classified as 7(i).
2. Culinary stations will have a culinary employee to cook all items on stage. Carving will be considered a "Culinary Only" function.
3. Servers will not be required to move hot boxes or Queen Marys or tray up pre-plated food plates. However, as needed, assist other team members in these duties to ensure appropriate guest service.
4. Catering functions held outside the operating areas of the catering location will be handled by the staff in the specific location where the revenue is credited. Any deviation will be discussed in advance with the appropriate Affiliate Union(s).
5. Private Dining, where available, shall staff all functions held in Resort guest room suites.
6. Silverware, dishes, glassware, tablecloths, utensils, etc. will be available and readily accessible in a consistent area by location, where practicable for set-up by the Banquet Service Host/ess, and Beverage Host/ess, for all functions including outdoor events.
7. ★ All Regular Captain openings shall be posted as needed. Only non-probationary regular employees shall be eligible for Captain positions. The following guidelines apply in filling positions:
  - (1) Minimum of four (4) months relevant Disney experience
  - (2) Skills to be considered: performance, experience, technical skills, initiative, team work, dependability and communication skills
  - (3) In the event candidates are deemed to have equal qualifications, seniority shall be the determining factor.
8. ★ Employees new to the Captain role will be placed on a one hundred eighty (180) day qualifying period. If the Company determines during the one hundred eighty (180) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred eighty (180) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

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9. ★ Employees in the Captain role who in a rolling twelve (12) month period receive two (2) reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be returned to his/her prior job classification.
10. Relief Captain positions will be filled in accordance with the STCU guidelines for selection of Coordinator Designation (Non-Statused Coordinator Proficiency).
- 11.★ In the event that a catering function is canceled within twenty-four (24) hours of the scheduled function time, the Company will compensate any catering employee who is displaced by the cancellation and who is unable to be rescheduled for another function. The employee will be compensated the amount equal to the gratuity that would have been realized if the function had occurred. (This does not include functions that are cancelled due to fire, flood, hurricane, act of God, civil disturbances, picketing, or threat of harm.) Regular Full Time Servers will replace CT Servers working a location function.
12. Hourly gratuity rates for each location will be made available weekly to Catering employees, including Facilities Host/ess.
13. When it is determined that employees are required to extend beyond the end time of a function, it shall be done in the following manner: on a voluntary basis first; CT employees second; junior, Regular Full Time employees last.
14. Catering Employees who No-Call/No-Show for a scheduled shift, or call in for any reason except FMLA, are prohibited from working any subsequent shift(s) during the same workday.
15. Late/Call-In House Rules: Disciplined according to attendance matrix. (NOTE: If event has started, he/she is released from shift. The Manager will start to call replacements after thirty (30) minutes after call time.)
16. The Catering Labor Management Committee shall meet at times mutually agreed upon by both parties. The meetings will be scheduled by Management at a time that does not interfere with the daily operation. The Union agrees to provide the Company with advance notice of attendees and agenda topics. Tipped Cast Members will be paid at high rate.
17. **Management/Shop Steward Meetings**  
The parties agree to establish Management/Shop Steward meetings for Catering employees in all locations to maintain open lines of communication and to discuss and resolve issues including Safety.

### **Scheduling**

1. All Regular Full Time Banquet Captains', Catering Servers' and Bartenders' schedules will be posted by 8:00 a.m. on Wednesday, in their statused location and/or on the Cast Portal.
2. ★ Captain shifts will be scheduled in their home or statused location first. Captains will be scheduled for Captain's shifts using a consistent global rotation at all locations. Captains may be scheduled for Captain's shifts up to a maximum threshold of sixty-five (65) hours per week within their home location or fifty-five (55) hours per week when scheduled globally as a Captain. After all available Captain shifts have been scheduled globally, Captains who have not reached the maximum fifty-five (55) hours per workweek will be scheduled within the server rotation first in their home location and then global rotation.
3. ★ Regular Full Time Banquet Servers and Bartenders to include Shop Stewards, will be scheduled in their home or statused location first, using a consistent rotation process among all locations, until they reach a maximum fifty-five (55) hours per workweek, by job classification. This in no way guarantees fifty-five (55) hour workweek. Non 7(i) employees will be scheduled first in their home

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location, up to forty (40) hours and then globally if they have not reached forty (40) hours. This in no way guarantees a forty (40) hour workweek. Paid benefit days, i.e., vacation, sick days, etc. shall count toward the maximum threshold of hours. The rotation methodology for both local and global scheduling starts with the most senior Server, Bartender, or Captain respectively. The local and global rotation will continue as follows: the senior employee will go to the bottom of the rotation list and the next most senior employee will move up the rotation list.

4. ★ Any shifts remaining after employees are maximized in their home location will be placed in a global scheduling pool. Employees who have not reached fifty-five (55) hours will be scheduled shifts from the global pool until they are maximized. Shifts in the global scheduling pool will be arranged in descending order by hours. Two (2) or more shifts with identical lengths will be assigned in alphabetical order according to the name of the location where the shift exists.
5. ★ Banquet Servers, Bartenders, and Captains shall not be involuntarily scheduled less than six (6) hours time off between their last shift, and the first shift of the following day.
6. Banquet Servers, Bartenders and Captains shall be scheduled sixty (60) minutes “buffer time” between shifts when travel is required. When scheduled within the same location, there will be no buffer time.
7. EXTRA HOURS HOTLINE (EHH): After global scheduling is complete, available shifts will be released by 9:00 a.m. to the Extra Hours Hotline (EHH) for Regular Full Time Bartenders, Captains and Servers to pick up within their job classification only. After 10:00 am, Regular Full Time Bartenders, Captains and Servers may pick up in any of the aforementioned job classifications. Housemen and Regular Full Time Food & Beverage Dinner Show Servers who are “7(i)” and trained in the Catering location may pick up shifts at 11:00 a.m., provided it will not result in overtime or double time at any time during the payroll week. Catering CTs may pick up shifts beginning at noon each day.
8. NEW BUSINESS OPPORTUNITIES (NBOs) will be filled as follows:
  - (a) NBOs that do not occur on the next day will be made available on the EHH first to Catering Cast members stashed to the location where the NBO occurs until 9:00 a.m. the following morning. Thereafter EHH timelines outlined in Section 7 above will apply. The Union and the Company agree to address situations where an employee picks up an excessive amount of NBO shifts.
  - (b) NBOs that occur on the next day:
    1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for Regular Full Time employees. Locations will utilize a process to ensure this rotation is followed.
    2. If the shift is not filled through the local pop-up rotation, the location will pass the shift information to the Catering Labor Office, who will immediately post the shift to the Extra Hours Hotline (EHH). The regular time limits shall apply for all Regular Full Time Bartenders, Captains and Servers. Catering CTs will not be able to pick up shifts until 12:00 p.m.
  - (c) NBOs that occur on the same day:
    1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for Regular Full Time employees. Locations will utilize a process to ensure this rotation is followed.
    2. If the shifts remain unfilled, the location may fill the shift at their discretion.
9. ★ OPT OUTS: Catering employees may request to “opt out” of one (1) workday or up to three (3) shifts per week. Employees must communicate their opt-out request to the Catering Labor Office no later than forty-eight (48) hours prior to the beginning of the opt-out shift. All open shifts



resulting from opt-outs will be posted on the EHH by 9:00 a.m. on the following day. EHH timelines outlined above in Section 7 will apply.

10. ★ REQUESTED DAY OFF (RDO): Catering employees may request one (1) day off per week electronically. Requests must be submitted no later than noon on the Monday prior to the posting of the following week's schedule. The day off may be granted by job classification, consistent with local operational requirements of Captains, and global operational requirements for Servers and Bartenders. In the event all requests for a particular day cannot be approved due to operational requirements, global seniority of Servers by job classification for Servers and Bartenders and local seniority for Captains shall prevail.
11. ★ VACATION: Catering vacation bidding will be done globally in accordance with STCU Article 21, Sections 7 (a), (b), and (c). When an employee requests and is granted five (5) consecutive days as vacation, they may request up to two (2) days off on either or both ends (up to four (4) days) of their requested vacation time. Existing "block out" policies shall apply.
12. BLOCK OUT DATES: The Company will make every effort to give employees as much notice as reasonably possible in advance of "Block Out" dates. Catering employees may not use call in/sick free days on New Year's Eve (NYE).
13. ★ All Banquet Servers, Bartenders, and Captains will not be involuntarily scheduled less than 1560 hours on an annualized basis (Jan.1 – Dec. 31). Scheduled hours include vacation, sick time, A.D.O.'s, R.D.O.'s, and opt outs. Employees who have taken leaves of absence shall be prorated for the 1560 hours. All grievance settlements based on the Company's proven failure to schedule 1560 hours will be paid at the appropriate non-tipped rate of pay.
14. ★ Catering employees may "swap back" one (1) scheduled shift for one (1) longer shift that is posted on the portal, provided both shifts occur within their home location, and the longer shift does not conflict with the employee's remaining scheduled shifts for the day. Shifts "swapped back" will be immediately posted on the EHH.
15. ★ Deployed Catering Cast Members may be called back to their home location if a desirable shift becomes available.
16. Global Catering schedules will be made available to select Shop Stewards.
17. Prior to the Company opening any temporary or "overflow" dining operations, it will meet with UNITE HERE! Local 737 and UFCW Local 1625 to determine by mutual agreement with the Company which employees will staff the operations.
18. The Union and the Company agree to discuss and resolve unexpected results relative to scheduling for a period of six (6) months from the date of ratification of the agreement.

#### **MISCELLANEOUS HOUSEMEN AGREEMENTS**

1. ★ There will be a minimum of two (2) schedule bids per year for Housemen. The Company will reserve the right to conduct additional bids if deemed necessary.
2. ★ A UFCW Local 1625 Shop Steward or Business Agent will be present for the bid.
3. ★ Schedule bids will be posted at least seven (7) days prior to bidding. Any deviation will be discussed in advance with the Union.
4. ★ All Banquet Facilities Hosts/esses (Housemen) schedules will indicate a start and end time for each shift. Preferred shift time and days off combinations will be bid by seniority.
5. Work gloves and raingear will be made available at WDW Costuming

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6. Banquet Facilities Hosts/esses are required to perform any set-up and/or tear down tasks associated with any function. Responsibilities include, but are not limited to:
  - (a) Setting up and breaking down all department functions. Park Housemen will assist Banquet Servers in setting areas.
  - (b) Cleaning, servicing, and general maintenance of banquet equipment, function rooms, and related service area.
  - (c) Servicing/freshening all meeting rooms during breaks.
  - (d) Transporting catering equipment for functions.
  - (e) Assisting Coffee Break staff during refresh and breakdown, including clearing items such as coffee cups, plates, glasses, etc.
  - (f) Placement and removal of grills, ovens, and fryers for beach functions at the Resorts.  
 It is understood that when business needs dictate, all employees including Culinary, will assist in the placement and removal of the grills, ovens, and deep fryers.
7. The Company shall establish and follow safety guidelines with regard to the use of propane/space heaters for catering functions. The Company agrees to provide training for all Banquet Facilities Hosts/esses who use propane equipment in their role on an as needed basis.
8. Hourly rates for each location will be posted weekly and/or made available to employees, including Banquet Facilities Host/ess.
9. ★ Scheduled overtime will be distributed as equitably as practical to ensure that everyone has the opportunity to receive overtime. Mandatory overtime shifts by location will be distributed as follows:
  - (a) Determine the number of shifts needed
  - (b) Distributed by seniority to volunteers before assignment to non-volunteer senior employees
  - (c) Assign to junior employees first
10. ★ Scheduled overtime will not displace any Housemen from their regularly scheduled shift.

#### **11. Fork Lift Operator Premium**

Banquet Facilities Hosts/esses will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.

#### **12. Parks Event Operations**

Banquet Facilities Hosts/esses working in Parks Event Operations shall receive an additional one dollar (\$1.00) per hour premium added to his/her base rate of pay for all hours worked in the location.

### **FLORIST**

#### **Coordinators**

Individuals designated as Coordinators will be permitted to coordinate the workflow of employees in any job classification; however, Coordinators will not be permitted to coordinate the technical aspects of a higher job classification.

#### **Floral Host/ess**

Floral Hosts/esses will perform the following functions: processing/stocking, delivery, basket production, and set and strike team. With the exception of Data Maintenance, Floral Hosts/esses will be cross-trained in processing/stocking, delivery, basket production, and set and strike. Employees may be

assigned in any of these functions throughout the work week. This position will require a secondary interview/overview of all functions except Data Maintenance.

### ★ **Data Maintenance Pay Premium**

It is our mutual agreement that a Floral Host/ess will receive premium pay of one dollar and twenty-five cents (\$1.25) per hour for performing Data Maintenance work. In order to receive Data Maintenance premium pay, the Floral Host/ess must be performing a Data Maintenance function for sixty (60) consecutive minutes or more.

### **Open Floral and Gift Positions**

The number of positions may be increased or decreased based on business need. The following steps will be used to interview and select Employees for open Floral and Gift positions:

- Open positions will be posted in the location for seven (7) days. If no internal candidates post for the positions, the posting will be submitted to Casting and filled in accordance with Article 14, Section 1(a).
- Interested employees must meet the STCU Agreement transfer guidelines to be eligible for consideration and interview.
- An interview process, to include a skills-based demonstration, reviewed and agreed upon by the Union, WDW Floral Department Management, and Labor Relations, will be required of each employee who is interviewed.
- Management will then select the employee based on demonstrated skill and ability to perform the function. All other things being equal, the employee will be selected based on seniority.
- Any vacancies that occur in the future in this area shall be filled in accordance with the criteria outlined above.

### **Floral Design Special Events Service Team**

Employees performing the specialized job functions of the Floral Design Special Events Service Team will receive a premium rate of fifty cents (\$.50) per hour, in addition to their regular rate of pay, for actual hours worked.

### **Special Work Service Repair Premium**

WDW Florist & Gift Basket employees performing Embroidery machine repairs for sixty (60) consecutive minutes or more will be paid a premium of twenty-five (\$.25) cents per hour payable in one-hour increments. Repairs include, but are not limited to, replacement of lost/broken bolts, nuts and spacers, tightening any loose nuts, screws and bolts, oiling of machines, changing broken needles (embroidery machine), and adjusting tension, centering and timing (embroidery machine).

### **Fork Lift Operator Premium**

Florist Host/ess will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.

### **Management/Shop Steward Meetings**

The parties agree to establish Management/Shop Steward meetings for Floral employees to maintain open lines of communication and to discuss and resolve issues including Safety.

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