

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

EFFECTIVE OCTOBER 3, 2010
THROUGH MARCH 29, 2014

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1 **SERVICE TRADES COUNCIL UNION AGREEMENT**
2 **FOR FULL TIME EMPLOYEES**

3 Effective **October 3, 2010 to March 29, 2014**

4
5
6 **ARTICLE 1 - PREAMBLE**
7

8 THIS AGREEMENT entered into this 3rd day of October 2010, by and between Walt Disney Parks and
9 Resorts U.S., hereinafter called "COMPANY" and the SERVICE TRADES COUNCIL UNION, on behalf of
10 signatory International and Local Unions, whose names are subscribed hereto and who have, through its duly
11 authorized officers, executed this Agreement, hereinafter called "UNION".
12
13

14 **ARTICLE 2 - PURPOSE**
15

16 WHEREAS, the operation and service of the Company's Walt Disney World Resort requires a large
17 number of employees, and the orderly and uninterrupted operation of Walt Disney World Resort is of significant
18 interest to the economy of the State of Florida and of the mutual interest of the parties hereto, and it is the
19 purpose of this Agreement that all work shall proceed efficiently, without interruption, and with due consideration
20 for the protection of labor standards, wages and working conditions; and
21

22 WHEREAS, employees have the right to organize and bargain through representatives of their own
23 choice;
24

25 THEREFORE, the parties hereto have entered into this Agreement to recognize the Union to establish
26 fair wages, working conditions and benefits and to put into practice effective and binding methods for the
27 settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto, to the
28 end that the Company is assured complete continuity of operation and that Labor-Management peace is
29 maintained and employees are guaranteed Union rights and protection as provided by this Agreement.
30
31

32 **ARTICLE 3 - RECOGNITION**
33

34 The Company recognizes the Service Trades Council Union as the sole and exclusive collective
35 bargaining representative of all of the Company's Full Time employees who are in the classification of work
36 listed in Addendum A at Walt Disney World Resort in Bay Lake, Florida, but excluded are all other employees,
37 Security and supervisors as defined in the Labor Management Relations Act of 1947, as amended.
38
39

40 **ARTICLE 4 - SCOPE OF AGREEMENT**
41

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

43 This Agreement relates only to the Walt Disney World Resort comprising the Magic Kingdom Theme
44 Park; Disney's Polynesian Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa;
45 Disney's Caribbean Beach Resort; Disney's Beach Club Resort; Disney's Port Orleans Resort; Disney's Old Key
46 West Resort; Disney's Saratoga Springs Resort; Disney's Pop Century Resort; Disney's Art of Animation
47 Resort; Disney's Yacht Club Resort; Downtown Disney and Leased Retail Operations; Typhoon Lagoon;
48 Disney's Wilderness Lodge; Disney's All-Star Resorts; Disney's Boardwalk Resort; ESPN Wide World of Sports;
49 Disney's Coronado Springs Resort; Disney's Animal Kingdom; Disney's Animal Kingdom Lodge; Disney's
50 Blizzard Beach; Disney's Hollywood Studios; Textile Services; WDW Golf Operations; the Main Entrance
51 Complex; Fort Wilderness; Tri-Circle D Ranch; Mickey's Retreat recreation facilities; Bay Lake and Seven Seas
52 Lagoon; EPCOT; and roadways, employee entrances, parking lots, guest/employee transportation facilities,
53 vehicles and boats which directly service the above-referenced theme parks and resort properties.
54
55

1 Those employees of the Company in the classifications set forth in Addendum A come within the Scope
2 of this Agreement, excluding the following:
3

- 4 1. World Fellowship Program
- 5 2. Specialty students/employees in such disciplines as agriculture and oceanography
- 6 3. Concessionaires as defined in Article 6, Section 4, who operate with his/her own employees,
7 including concessionaires who terminate any existing or future staffing agreement with the
8 Company in order to operate with his/her own employees
- 9 4. WALT DISNEY WORLD College Program students
- 10 5. Project Future and Challenge Program High School students

11
12 **SECTION 2. AREAS EXCLUDED IN AGREEMENT**

13 This Agreement does not apply to or in any way affect Reedy Creek Improvement District,
14 Concessionaires (as defined in Section 4 of Article 6) who engage their own employees; Buena Vista
15 Construction Company; Buena Vista Distribution Co. Inc., or any other present or future division or subsidiary of
16 The Walt Disney Company except as specifically set forth in Section 1 of this Article
17

18 The Service Trades Council Union and its individual international and local Unions disclaim any interest
19 now, or in the future, in seeking to represent any employees including the Animal Keeper classifications of the
20 Company other than those in the classifications set forth in Addendum A, except as to the classification
21 described in Case No. 12 RC 4531, affirmed 215 NLRB No. 89.
22

23
24
25 **ARTICLE 5 - MANAGEMENT RIGHTS**
26

27 **SECTION 1. MANAGEMENT RIGHTS**

28 Except as expressly and clearly limited by the terms of this Agreement, the Company reserves and
29 retains exclusively all of its normal and inherent rights with respect to the Management of the business,
30 including but not limited to, its right to select and direct the number of employees assigned to any particular
31 classification of work; to subcontract work, to establish and change work schedules and assignments; to lay off,
32 terminate or otherwise release employees from duty for lack of work or other just cause; to make and enforce
33 rules for personal grooming, and the maintenance of discipline; to discontinue conduct of its business or
34 operations in whole or part; to institute technological changes, including but not limited to, work automation
35 processes and otherwise to take such measures as Management may determine to be necessary to the orderly,
36 efficient and economical operation of the business.
37

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

39 (a) The Company may discontinue business segments or sell/lease physical assets which include the
40 operations without notification to or bargaining with the Union regarding the decision to discontinue, sell or
41 lease. The parties agree and understand that the sale or lease of a physical asset may result in the continuance
42 of operations by the third party at the Walt Disney World Resort and that such continuance of operations
43 associated with the asset does not constitute subcontracting as defined in Article 29.
44

45 Should such discontinuation/sale/lease affect any positions covered by this Agreement, the Company
46 will provide the Union with at least sixty (60) days notice prior to the completion of the transaction and, upon
47 request, meet and negotiate in good faith with the Unions to the full extent required by law with regard to the
48 effect of the transaction on employees covered by this Agreement, including, but not limited to, severance
49 conditions, transfer within the unit, and/or the potential for continued employment with the purchaser. It is
50 understood, however, that agreement between the parties as a result of such negotiations is not a prerequisite
51 to the completion of the transaction at any time after the sixty (60) days have elapsed.
52
53
54

1 (b) Should the Company subsequently re-acquire and begin to operate a business segment previously
2 discontinued, sold, or leased pursuant to 2(a) above, such business segment shall automatically be included
3 within the Scope of the Agreement defined in Article 4, Section 1.
4
5

6 **ARTICLE 6 - WORK STOPPAGES AND LOCKOUTS**

7

8 **SECTION 1. NO STRIKE - NO LOCKOUT**

9 During the existence of this Agreement, there shall be no strikes, picketing, work stoppages or
10 disruptive activity by the Union or by an employee, and there shall be no lockout by the Company.
11

12 **SECTION 2. FAILURE TO CROSS PICKET LINE - VIOLATION OF AGREEMENT**

13 Failure of any employee covered by this Agreement to cross any picket line established at the Walt
14 Disney World Resort is a violation of this Agreement. In applying the provisions of this section, however, it is not
15 the intention of the Company to require employees to cross a picket line if, after a reasonable effort to gain entry
16 has been made, it is apparent that such entry will result in physical violence or injury to the employees.
17

18 **SECTION 3. UNION'S RESPONSIBILITY TO PREVENT WORK STOPPAGE, STRIKE OR** 19 **DISRUPTIVE ACTIVITY**

20 The Union shall not sanction, aid or abet, encourage or condone a work stoppage, strike or disruptive
21 activity at the Walt Disney World Resort and shall take all possible steps to prevent or to terminate any strike,
22 work stoppage or disruptive activity. No employee shall engage in activities that violate this Article. Any
23 employee who participates in or encourages any activities which interfere with the normal operation of Walt
24 Disney World Resort shall be subject to disciplinary action, including discharge. The Union shall not be liable for
25 acts of employees for which it has no responsibility. The failure of the Company to exercise this right in any
26 instance shall not be deemed a waiver of this right in any other instances, nor shall the Company's right to
27 discipline all employees for any other cause be in any way affected by this Section.
28

29 **SECTION 4. DISPUTES WITH CONCESSIONAIRES**

30 Disputes between the Union parties hereto and any concessionaire operating in Walt Disney World
31 Resort shall be so handled as not to interfere with the Company's business or the business of any
32 concessionaire not a party to such disputes. No picketing or concerted action against any one or more of the
33 concessionaires will be conducted at Walt Disney World Resort. "Concessionaire" as used herein, includes a
34 concessionaire and also a licensee, exhibitor, participant, sponsor, contractor, subcontractor or lessee. In the
35 event any other organization pickets at or near Walt Disney World Resort, the Unions signatory hereto agree
36 that such picket line so far as they and the employees they represent are concerned shall not affect the
37 operation of the Company or concessionaires who are not involved in the dispute.
38

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

40 Any party to this Agreement may institute the following procedure in lieu of or in addition to any other
41 action at law or equity, when a breach of this Article is alleged.
42

43 (a) The party invoking this procedure shall notify the permanent Arbitrator. In the event the permanent
44 Arbitrator is unavailable, he/she shall appoint his/her alternate. Notice to the Arbitrator shall be by the most
45 expeditious means available, with a notice by facsimile and/or e-mail to the Business Manager of the Union
46 alleged to be in violation of the Agreement, and a copy of the facsimile and/or e-mail to the Union Co-Chairman
47 of the Management-Union Committee.
48

49 (b) Upon receipt of said notice, the Arbitrator named above or his/her alternate shall set and hold a
50 hearing within twenty-four (24) hours.
51

52 (c) The Arbitrator shall notify the parties by facsimile and/or e-mail of the place and time he/she has
53 chosen for this hearing. Said hearing shall be completed in one session with appropriate recesses at the
54 Arbitrator's discretion. A failure of any party or parties to attend said hearing shall not delay the hearing of
55 evidence or issuance of an Award by the Arbitrator.
56
57

1 (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred
2 and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such
3 violation or to award damages, which issue is reserved for court proceedings, if any. The Award will be issued
4 in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any
5 party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay
6 compliance with, or enforcement of the Award. The Arbitrator may order cessation of the violation of this Article
7 and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon
8 request.

9
10 (e) Such Award may be enforced by any court of competent jurisdiction upon filing of this Agreement
11 and all other relevant documents referred to herein above, in the following manner:
12

13 Notice of the filing of such enforcement proceedings shall be given to the other party by
14 facsimile and/or e-mail.
15

16 In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section
17 5(d) of this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte.
18 Such Agreement does not waive any party's rights to participate in a hearing for a final Order of Enforcement.
19 The Court's Order or Orders enforcing the Arbitrator's Award shall be served on all parties by hand or by
20 delivery to their last known address or by registered mail.
21

22 (f) Any rights created by Statute or law governing arbitration proceeding inconsistent with the above
23 procedure, or which interfere with compliance thereof, are hereby waived by the parties to whom they accrue.
24

25 (g) The fees and expenses of the Arbitrator shall be divided equally between the moving party or
26 parties and the party or parties responded.
27

28 **ARTICLE 7 - NEW EMPLOYEE SELECTION**

29
30 **SECTION 1. NOTIFICATION**

31 The Company agrees to notify the appropriate affiliate Union of all WALT DISNEY WORLD Service
32 Trades unit needs for employees and will provide the Union with equal opportunity to provide applicants for such
33 jobs. When applicable, the Company will request referrals by specifying the type of qualifications and skills
34 required.
35

36 **SECTION 2. UNION REFERRALS**

37 The Union will refer employees on a non-discriminatory basis.
38

39 **SECTION 3. COMPANY RESPONSE TO REFERRALS**

40 The Company will respond to all Union referrals, as to hires or rejections, by completing and returning
41 referral cards.
42

43 **ARTICLE 8 – NON-DISCRIMINATION**

44
45 **SECTION 1. UNION ACTIVITIES**

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

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

49 The Company and the Union agree there shall be no discrimination against any employee or
50 prospective employee due to race, color, creed, sex, age, sexual orientation, national origin, religion, marital
51 status, disability or on any basis prohibited by federal or state legislation. The parties further agree to support
52 Affirmative Action efforts.
53

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

1 Department, Labor Relations Department, or Union Representative.

2
3 **SECTION 3. AMERICANS WITH DISABILITIES ACT**

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

11
12 **SECTION 4. LANGUAGE DISCLAIMER**

13 For purposes of this Agreement, references to employees in the masculine gender shall be deemed to
14 apply equally and without distinction or discrimination to the female gender.
15

16
17 **ARTICLE 9 - UNION ACTIVITY AND CHECK-OFF**

18
19 **SECTION 1. UNION SOLICITATION**

20 Solicitation for Union purposes by the Union shall not take place on working time, in working areas, in
21 public areas, nor in the tunnel complex (except in break areas contained there), but may be conducted in non-
22 working areas and on non-working time in parking areas, break areas, and lunch rooms.
23

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

25 Representatives of the signatory Unions, designated in writing to the Company by the Union, shall be
26 permitted to enter the non-public areas of the Walt Disney World Resort for the purpose of determining that this
27 Agreement is being complied with by the Company and for the presentation and handling of grievances. Such
28 representatives, who shall not be at any one time more than a total of sixty (60) in number for all Agreements
29 between the Company and the Union, unless mutually agreed otherwise, shall comply with the current access
30 regulation and security regulation of the Company, as furnished to each Union Representative by the Company,
31 and shall not interrupt the performance of employee work assignments.
32

33 **SECTION 3. UNION ACCESS PROCEDURES**

34 (a) Union Orientation. The Company agrees that it will allow a Union Representative access to new
35 regular Full Time bargaining unit employees at orientation for twenty (20) minutes to introduce their organization
36 and distribute Union literature. The Company will provide the Union with a room of adequate size to
37 accommodate the group, equipped with sufficient tables and chairs. The Company will reserve this room on a
38 priority basis for the Union's use. Storage space will also be provided for the Union. Any change in the
39 scheduling of Union Orientation will be discussed with the Union in advance. However, the time allotted for
40 Union access will not be at the end of an orientation day.
41

42 (b) Conversion to Full Time. The Union will be allowed access to those casual employees who convert
43 to regular Full Time status. The names and work locations of individuals or small groups who convert to regular
44 Full Time status will be made available to the Union on a monthly basis, upon conversion, to allow access
45 through the "one-on-one" procedure. When large numbers of employees are converted to regular Full Time
46 status and operating efficiency permits, the Union may conduct a group orientation meeting in lieu of the "one-
47 on-one" procedure. These meetings will be held in the respective operating areas.
48

49 (c) One-on-One Meetings. Authorized Business Agents will be granted access to non-members in their
50 respective work locations. Such access/contacts will be subject to the following guidelines and restrictions:

- 51 (1) The Union may mail, distribute or request supervision to distribute a solicitation letter to
52 non-members within a work department/location, provided a distribution list is furnished
53 to the Company, or in the alternative, provide the Company with the distribution list and
54 letters for distribution. If the Union notifies the Company the mail option is elected, the
55 Company will furnish the addresses of non-members. Supervision will neither
56 encourage nor discourage employees from electing to meet with the Union.

- 1 (2) The letter will not be disparaging to the Company and will clearly indicate that the
2 employee has the option to meet or not meet with the Union.
- 3 (3) The Company will schedule one-on-ones for employees who return a signed letter to
4 the Union indicating the desire to meet with the Union.
- 5 (4) Meetings will be conducted on Company time on a mutually convenient schedule. The
6 location of the meeting site will vary from area to area. Contact should be out of the
7 guest area, but reasonably accessible to the work location. Supervision and other
8 employees should remain away from the meeting area to afford as much privacy as
9 possible.
- 10 (5) Meetings should be kept to a reasonable limit (5-10 minutes), and Supervision shall be
11 responsible for monitoring this time.
- 12 (6) Contacts under this Section will be limited to one meeting per employee.

13
14 **SECTION 4. SHOP STEWARD OR ALTERNATE**

15 (a) The Union shall have the right to designate Shop Stewards in an amount mutually agreed upon by
16 the parties. The number of Shop Stewards may be changed by mutual agreement of the parties. The local
17 Union shall, in writing, notify the Labor Relations office of the Company as to the identity of the designated Shop
18 Steward. The Shop Steward shall have the right to receive, but not to promote, complaints or differences and to
19 discuss and assist in the adjustment of the same with the appropriate supervisor on Company property without
20 loss of pay during his/her regular working hours. The Company will not discriminate against the Shop Steward
21 in the proper performance of his/her Union duties provided that such duties do not unreasonably interfere with
22 his/her regular work or with the work of other employees and he/she shall not leave his/her work station without
23 first notifying his/her appropriate Supervisor as to his/her intent, the reason therefore, where he/she can be
24 reached and the estimated time he/she will be gone.

25 (b) Where the complaint or difference involves more than one (1) employee, it must be presented to
26 Management by the Shop Steward and one (1) employee for the employees involved unless presented outside
27 of regular working hours, or unless the Division Head involved gives permission for other additional employees
28 to attend such presentation.

29 (c) The Company agrees to notify the affiliated Union in the event a Shop Steward is transferred to a
30 different work area/location. Shop Stewards shall have super seniority for the purpose of layoff, recall, and
31 furlough only. In the event of the layoff or discharge of a Shop Steward, the Company will notify the Union
32 Office in advance of the termination. Failure of the Union to provide the Company with an up-to-date listing of
33 Stewards will relieve the Company's obligation of notification.

34 (d) A Shop Steward or Alternate will accompany representatives of Management whenever locker or
35 non-routine inspections are made.

36 (e) The Steward shall promote harmonious relations between the Company and employees. All new
37 employee trainer checklists will include a notation regarding the introduction/identification of the Shop Steward
38 for the new employee by the Trainer.

39 **SECTION 5. CHECK-OFF**

40 The Company agrees to withhold from the wages on each payroll week uniform weekly membership
41 dues, initiation fees and/or service charges for each employee who signs and submits an authorization card.
42 The Company shall forward such dues to the certified financial secretary or other properly designated official of
43 the Union on or before the third week following the last week in the month in which the dues are deducted. The
44 Company shall also forward an electronic check-off report which lists employee name, social security number,
45 stated origin/department/location, and the amount of the deduction.

46
47 The Union agrees to indemnify and save the Company harmless against any and all claims, suits or
48 other forms of liability arising out of the deduction of money for Union dues from employees' pay. The Union
49 assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the
50 certified financial secretary or other properly designated official of the Union.
51

1 So that all parties to this agreement may benefit from a more efficient and less costly dues billing and
2 remittance policy, the following shall apply:

3 The Company agrees to meet with those Unions capable of electronic dues processing in an attempt to
4 reach agreement over a mutually agreed format for the processing of dues billing and remittance and
5 the electronic transfer of funds.
6

7 **SECTION 6. MONTHLY REPORTS**

8 (a) The Company agrees to provide each affiliate with a monthly member/non-member list for their
9 portion of the bargaining unit. The list shall include each employee's full name, social security number, phone
10 number, rate of pay, address, and e-mail address, if available to the Company. The information will be provided
11 electronically in alphabetical order by origin, department and work location and shall indicate the employee's
12 Union or non-Union status.
13

14 (b) The Company agrees to provide each affiliate with a monthly seniority list for their portion of the
15 bargaining unit. The list shall include each employee's full name, social security number and date of hire. The
16 information will be provided electronically in order of seniority by origin, department and work location.

17 (c) The Company agrees to provide each affiliate with a monthly list of status changes, into and out of
18 the bargaining unit. The list shall include employees who convert from any status to: Casual Regular, Full Time,
19 Casual Temporary, Retirement, voluntary termination, or any other status change. The list shall also include
20 any employees who transfer from one bargaining unit into another. The information will be provided
21 electronically in alphabetical order by origin, department and work location and shall indicate the employee's
22 Union or non-Union status.
23

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

25 The Company agrees to deduct weekly voluntary contributions to the political action fund of each
26 affiliate Union from the paycheck of all employees covered by the STCU Agreement. Those employees must
27 notify the Company in writing of his/her desire to have such contributions deducted and the amounts designated
28 from his/her paycheck. The Company shall transmit to each such affiliate's fund on a monthly basis, in one
29 check, the total amount deducted along with an electronic report of the name of each employee on whose behalf
30 a deduction is made, the employee's social security number and the amount deducted from the employee's
31 paycheck.
32

33 The STCU and the affiliate Unions agree to indemnify and save the Company harmless against any and
34 all claims, suit or other forms of liability arising out of the deduction of money for voluntary political deductions
35 from employees' pay. Each affiliate Union assumes full responsibility for the disposition of the monies so
36 deducted once they have been turned over to the fund.
37
38

39 **ARTICLE 10 - HOURS OF WORK**

40
41 **SECTION 1. PAYROLL WEEK**

42 A payroll week is a period of seven (7) days starting at 12:00 a.m. (midnight) on each Sunday and
43 ending at 11:59 p.m. the following Saturday. The Payroll Week may be changed once during the term of the
44 Agreement, by the Company giving two (2) weeks' notice to the Union, so long as it starts on a Sunday or
45 Saturday with no more than an eight (8) hour change from midnight on Sunday.
46

47 **SECTION 2. WORK WEEK**

48 (a) The work week shall consist of twenty-five (25) to forty (40) hours in the seven (7) day period
49 starting at 12:00 a.m. (midnight) on each Sunday and ending at 11:59 p.m. on the following Saturday. This shall
50 constitute the regularly scheduled work week but is not a guaranteed work week.
51

52 (1) Five (5) Day Work Week. Employees scheduled on a five (5) day work week will not be
53 involuntarily scheduled less than thirty-two (32) hours per week during their five (5)
54 regularly scheduled work days.
55

56 (2) Four (4) Day Work Week. Employees scheduled on a four (4) day work week will not

1 be involuntarily scheduled less than eight (8) hours per day during their four (4)
2 regularly scheduled work days. Employees who regularly work a four (4) day work
3 week, will not be intermittently assigned to a five (5) day work week.
4

5 (b) The Company commits to maximize the straight-time hours worked by Full Time employees by
6 providing as many thirty-five (35) to forty (40) hour schedules as possible, consistent with efficient operations.
7

8 (c) On an annual basis, January 1 through December 31, seventy-five percent (75%) of all non-tipped
9 Full Time employees who are employed for this entire time period shall be guaranteed 1,800 paid hours. These
10 hours shall include straight-time, overtime, and benefit hours. Employees who have taken leaves of absence or
11 have been laid-off/furloughed shall be prorated for the 1,800 hour calculation.
12

13 **SECTION 3. PAYROLL DAY**

14 A payroll day is a period of twenty-four (24) hours starting at 12:00 a.m. (midnight) and ending at 11:59
15 p.m. on the same day. The Payroll Week may be changed once during the term of the Agreement, by the
16 Company giving two (2) weeks' notice to the Union, so long as there is no more than an eight (8) hour change
17 from midnight.
18

19 **SECTION 4. WORK DAY**

20 A regularly scheduled work day shall consist of a minimum of four (4) hours. This shall also apply to
21 mandatory meetings employees are required to attend.
22

23 **SECTION 5. WORK SCHEDULE**

24 The Company shall adhere to seniority in establishing work schedules in a department, location or
25 scheduling pool unless required to deviate for reasons of dependability, skills, abilities, and experience of
26 employees and/or for the orderly and uninterrupted operation of the Company. Any deviation from seniority in
27 these areas will be discussed with the Union. The determination of an employee's qualifications as used herein
28 shall be made by the Company. Any dispute arising under this Section shall be subject to the grievance
29 procedure. Any employee will be assigned any combination of two (2) consecutive days off within a seven (7)
30 day period. An employee will be notified in writing at least five (5) days in advance of any change in such
31 assignment, except in the case of an emergency or operational necessity. One example is shown below with
32 the third day (Tuesday) and the fourth (Wednesday) as days off.
33
34

EXAMPLE:

Payroll Day	1	2	3	4	5	6	7
Work Day	S	M	T	W	Th	F	S
Assigned Days Off	W	W	OFF	OFF	W	W	W

35 (a) Schedule Bids - A minimum of two (2) schedule picks/bids per year will be conducted. A designated
36 Shop Steward from the affected Affiliate will be present during the schedule bid process. The schedule bid will
37 be posted a minimum of seven (7) days prior to the bid selection.
38
39

40 **SECTION 6. LUNCH PERIOD**

41 A minimum time of one-half (1/2) hour to a maximum of one (1) hour unpaid and uninterrupted lunch
42 period as near as practicable to the mid-point of the regularly scheduled shift will be assigned to each employee.
43 An additional one-half (1/2) hour unpaid and uninterrupted lunch period will be guaranteed to an employee who
44 works at least six (6) consecutive hours beyond the end of his/her regularly scheduled shift.
45

46 **SECTION 7. REST PERIOD**

47 Each employee will be allowed an uninterrupted fifteen (15) minute rest period for each four (4) hours of
48 work. Employees who work ten (10) or more hours will receive an additional uninterrupted fifteen (15) minute
49 rest period. The Company may schedule the rest period in accordance with its needs. Rest periods will be
50 provided as nearly as possible to the middle of each half of an eight (8) hour shift or near the middle of short
51 four (4) or six (6) hour shifts unless otherwise agreed to by the parties. An additional uninterrupted fifteen (15)
52 minute rest period will be guaranteed to an employee who works at least four (4) consecutive hours beyond the

1 end of his/her regularly scheduled shifts. When the Company fails to provide a break(s), the employee will
2 receive an additional uninterrupted fifteen (15) minutes pay at the appropriate rate for each missed break, or be
3 released from shift fifteen (15) minutes early for each missed break.

4
5 **SECTION 8. DRESS AND TRAVEL TIME**

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

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

17
18 **SECTION 9. CAST DEPLOYMENT SYSTEM**

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

25
26
27 **ARTICLE 11 - OVERTIME**

28
29 **SECTION 1. MANAGEMENT RESPONSIBILITY**

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

32 **SECTION 2. DISTRIBUTION OF OVERTIME WORK**

33 All overtime work, including special event overtime, shall normally be distributed to employees who work
34 in the job classifications in the areas which normally engage in the work, under the following guidelines:
35

36 (a) Distributed as equitably as reasonably practical;

37 (b) Distributed first to qualified, available employees in the work area and then to qualified, available
38 employees regularly assigned to the work area before distribution outside the work area.

39
40 **SECTION 3. INVOLUNTARY OVERTIME**

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

45
46 **SECTION 4. TIME AND ONE-HALF**

47 (a) Five (5) Day Work Week

- 48
49 (1) Employees who work on either the first or second of their two (2) scheduled days off will
50 be paid at the rate of time and one-half (1½) their regular straight-time rate, provided
51 such employees have worked five (5) work days in the work week if work is available to
52 them. For purposes of this provision, early releases (ER's), Jury Duty and Company
53 initiated authorized days off (ADO's) shall constitute a day worked. Additionally, if an
54 employee reports to work late for his/her scheduled shift, or has a release of shift
55 (ROS), the portion of the scheduled hours not worked must be worked prior to the
56 overtime rate commencing on either the first or second of their two (2) scheduled days
57 off for purposes of this provision.

1
2 (2) Employees Who Work Over Eight (8) Consecutive Hours. The Company shall pay time
3 and one-half (1½) for all consecutive hours worked in excess of eight (8) hours.
4

5 (b) Four (4) Day Work Week
6

7 (1) Employees who work on either the first, second, or third of their three (3) scheduled
8 days off will be paid at the rate of time and one-half (1½) their regular straight-time rate,
9 provided such employees have worked four (4) work days in the work week if work is
10 available to them. For purposes of this provision, early releases (ER's), Jury Duty and
11 Company initiated and authorized days off (ADO's) shall constitute a day worked.
12 Additionally, if an employee reports to work late for his/her scheduled shift, or has a
13 release of shift (ROS), the portion of the scheduled hours not worked must be worked
14 prior to the overtime rate commencing on either the first, second, or third of their three
15 (3) scheduled days off for purposes of this provision.
16

17 (2) Employees Who Work Over Ten (10) Consecutive Hours. The Company shall pay time
18 and one-half (1½) their regular straight-time rate for all consecutive hours worked in
19 excess of ten (10) hours.
20

21 (c) Over Forty (40) Hours in Payroll Week. Employees shall be paid one and one-half (1½) times their
22 regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one payroll
23 week.
24

25 **SECTION 5. DOUBLE TIME**

26 (a) The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative
27 hour when an employee is scheduled or required to work more than fourteen (14) consecutive hours. When an
28 employee voluntarily pursues a shift, which results in working more than fourteen (14) consecutive hours, this
29 double time provision does not apply and the employee will be paid time and one-half.
30

31 (b) Consistent with the provisions of Section 4 (a) and (b) above, employees who are required to work
32 seven (7) consecutive days in the work week, will be paid at the rate of double time their regular straight-time
33 rate for the seventh (7th) day. When an employee voluntarily pursues an additional shift on a seventh (7th)
34 consecutive day, this double time provision does not apply and the employee will be paid time and one-half.
35

36 **SECTION 6. TURNABOUT PAY**

37 (a) Employees returning from a straight-time shift with less than eight (8) hours time off from the end of
38 the previous shift will be paid overtime commencing with the ninth (9th) cumulative hour.
39

40 (b) An employee will return at the applicable overtime rate when returning from an overtime shift with
41 less than eight (8) hours time off from the end of the previous shift.
42

43 (c) The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative
44 hour when an employee has worked more than fourteen (14) consecutive hours. When an employee voluntarily
45 pursues both the shift prior to and following the less than eight (8) hour turnabout period, this double time
46 provision does not apply and the employee will be paid time and one-half.
47

48 (d) If an employee is released from work with less than eight (8) hours until the beginning of the next
49 shift, but remains on call, a sleeping room will be provided and the non-work period will be paid at the applicable
50 rate.
51

52 (e) When there are two (2) hours or less between two (2) shifts, the time between shifts will be treated
53 as continuous time and will be paid at the applicable rate, except when an employee pursues an additional shift
54 outside of his/her own department on his/her own volition. The aforementioned exception will not be applicable
55 for special events and private parties.
56

57 (f) Hours worked during an employee's regularly scheduled shift, regardless of the rate of pay received,
58 shall be used for the computation of overtime for hours worked in excess of forty (40) in a payroll week as

1 provided in Article 11, Section 4 (c).

2 (g) If an employee is released from work with eight (8) or more hours until the beginning of the next
3 shift, the provisions of this section will not apply.
4
5

6 **ARTICLE 12 - JOB CLASSIFICATIONS AND WAGE RATES**

7

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

9 The job classifications and rates of pay which shall prevail during the term of this Agreement are set
10 forth and contained in Addendum A attached hereto and considered in all respects to be a part of this
11 Agreement.
12

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

14 If the Company hereafter establishes any new or substantially changed job classifications or work
15 operation, prior to the implementation of any new or substantially changed job classification or work operation,
16 the Company will discuss such action with the Union. The new job classification and wage rate for such new job
17 classification will be established by the Company. If the Union does not agree with the rate for the job
18 classification, the Union shall submit a written grievance at the Third (3rd) Step of the Grievance Procedure
19 within fourteen (14) calendar days after installation of the new rate. In the event any higher rate is agreed upon
20 through the Grievance Procedure or arbitration, it shall be effective retroactively as of the date the job
21 classification was installed.
22

23 **SECTION 3. NIGHT SHIFT DIFFERENTIAL**

24 If an employee is scheduled to commence work at or after 10:00 p.m. and on or before 4:00 a.m., or
25 more than fifty percent (50%) of his/her work shift is between midnight and 6:00 a.m., he/she will be paid a
26 differential of sixty cents (\$.60) per hour in addition to his/her straight time rate for his/her scheduled work day.
27

28 **SECTION 4. REPORT PAY**

29 (a) Employees who report for work and who were not given prior notice not to report for work, and who
30 are not put to work, will be given two (2) hours pay.
31

32 (b) Employees who report for work and are put to work will be paid their full shift if they are sent home
33 before the end of their regular shift.
34

35 (c) No report pay will be due an employee if work is not available for him, due to conditions beyond the
36 control of the Company, such as fire, flood, hurricane, or other Act of God, civil disturbances, picketing and
37 threats of harm.
38

39 (d) The provisions of this Article apply to all scheduled shifts, including overtime.
40

41 **SECTION 5. PAY FOR DAY WHEN INJURED**

42 In the event an employee incurs a serious occupational illness or injury and Health Services excuses
43 the employee from further work on that day, he/she shall be paid the unworked balance of his/her scheduled
44 straight-time or overtime shift. Pay for the unworked balance of his/her shift due to an occupational injury shall
45 be considered as time worked for purposes of computing overtime.
46

47 **SECTION 6. PAYDAY**

48 Employees shall be paid weekly and their pay will not be delayed more than six (6) days from the end of
49 each payroll week, providing, however, that if a payday falls on an employee's regularly scheduled day off or a
50 paid holiday, he/she shall receive his/her paycheck on his/her next regularly scheduled work day. An employee
51 shall receive vacation pay on his/her last day of work prior to the commencement of his/her vacation.
52

53 In order to reduce the potential for payroll errors, the Union agrees to affirmatively encourage
54 employees to properly use the time clock system. When a pay shortage occurs, the Company will, upon an
55 employee's timely request, in accordance with the procedure adopted by the Company, issue a check for the
56 pay which is due as quickly as possible, but no later than the next pay day following the request.
57

1
2 The Labor-Management Scheduling Meeting shall convene upon the request of the Union at a mutually
3 agreed upon date and time.
4

5 **SECTION 7. COORDINATORS**

6 (a) Coordinators may be designated by the Company in any of the classifications set forth in Addendum
7 A and will be paid a one dollar (\$1.00) per hour premium for all actual hours worked as a Coordinator. Effective
8 October 2, 2011, the premium will increase to one dollar and twenty-five cents (\$1.25) per hour for all actual
9 hours worked as a Coordinator. Effective September 30, 2012, the premium will increase to one dollar and fifty
10 cents (\$1.50) per hour for all actual hours worked as a Coordinator. Coordinators statused by the Company in
11 any of the classifications set forth in Addendum A will be paid a one dollar (\$1.00) per hour premium. Effective
12 October 2, 2011, the premium will increase to one dollar and twenty-five cents (\$1.25) per hour. Effective
13 September 30, 2012, the premium will increase to one dollar and fifty cents (\$1.50) per hour. Coordinators are
14 responsible for providing leadership and direction to employees in the group, operation or function and may
15 perform the same duties as other employees. Duties shall include, but are not limited to, promoting teamwork
16 and assisting the location team in meeting quality and quantity standards. Coordinators have no authority to
17 make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.
18

19 (b) All Regular Coordinator openings shall be posted as needed. Only non-probationary regular
20 employees shall be eligible for Coordinator positions. The following guidelines apply in filling positions:
21

- 22 (1) Minimum of four (4) months relevant Disney experience
- 23 (2) Skills to be considered: performance, experience, technical skills, initiative, team work,
24 dependability and communication skills
- 25 (3) In the event candidates are deemed to have equal qualifications, seniority shall be the
26 determining factor.
27

28 (c) Employees new to the Coordinator role will be placed on a one hundred eighty (180) day qualifying
29 period. If the Company determines during the one hundred eighty (180) day qualifying period that the
30 employee's performance is not satisfactory or if the employee requests a return within the one hundred eighty
31 (180) days, the Company will return the employee to his/her prior job classification and location and the
32 employee shall be immediately eligible to transfer again.
33

34 (d) If a Full Time employee is regularly assigned a work schedule that requires him/her to work for more
35 than sixty percent (60%) of his/her time as a Coordinator for a period of more than one hundred eighty (180)
36 consecutive days, the position will be posted and filled in accordance with Article 12, Section 7(b).
37

38 (e) Employees in the Coordinator role who in a rolling twelve (12) month period receive two (2)
39 reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be returned to his/her
40 prior job classification. If the employee's prior job classification was a Coordinator, he/she will be returned to the
41 job classification held prior to the Coordinator role.
42

43 **SECTION 8. TRAINERS**

44 Trainers may be designated by the Company in any of the classifications set forth in Addendum A.
45 Trainers will be paid a one dollar (\$1.00) per hour premium for all actual training hours.
46

47 **SECTION 9. COORDINATORS OF TRAINING**

48 (a) Coordinators of Training will be statused to a new job classification as set forth in Addendum A.
49 Coordinators of Training (CoT) are responsible for providing training and direction to new or transferring
50 employees in a single or multi-line of business group, operation or function and may perform the same duties as
51 other employees. Duties shall include, but are not limited to, updating OJT manuals/training materials, training,
52 coordinating training across different job classifications, conducting property tours, assisting in assessment of
53 training needs, training employees to serve as Trainers and conducting training follow ups. Coordinators of
54 Training have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or
55 disciplinary action.
56

57 (b) All Full Time openings shall be submitted to the Company's Casting Office. Employees interested in

1 a transfer shall apply at Casting and submit an advanced Personnel Inventory and résumé. Full Time openings
2 will be filled in accordance with Article 14, Section 1, except that postings will be done as needed, and Casting
3 will consider the top fifteen (15) senior employees. The following factors will be taken into consideration with
4 respect to filling Full Time Coordinator of Training positions: seniority, skills, ability, and dependability.
5 Employees interested in the openings must meet the following minimum qualifications:

- 6
7 (1) Length of Service:
 - 8 a) Six (6) months STCU seniority.
- 9
10 (2) Essential qualifications as determined through record card notations, advanced
11 Personnel Inventory and résumé, and a computer competency assessment.
- 12
13 (3) Dependability:
 - 14 a) Employee's record card may have no more than four (4) attendance entries within
15 the last six (6) months (not including early shift releases or authorized days off).
 - 16 b) No more than one (1) reprimand within the last six (6) months.
- 17
18 (4) Skill and Abilities:
 - 19 a) Demonstrated skills and abilities necessary to perform the specific job, including
20 teamwork and communication skills as determined through a personal interview.

21
22 (c) Employees new to the CoT role will be placed on a one hundred twenty (120) day qualifying period.
23 If the Company determines during the one hundred twenty (120) day qualifying period that the employee's
24 performance is not satisfactory or if the employee requests a return within the one hundred twenty (120) days,
25 the Company will return the employee to his/her prior job classification and location and the employee shall be
26 immediately eligible to transfer again.

27
28 (d) Employees in the CoT role who receive two (2) reprimands for any disciplinary reason, with the
29 exception of Attendance and/or Clock In/Out policy violations, in a rolling twelve (12) month period will be
30 returned to his/her prior job classification. If the employee's prior job classification was a CoT, he/she will be
31 returned to the job classification held prior to the CoT role.

32 33 **SECTION 10. CONVERSION TO CASUAL REGULAR**

34 Employees who convert from Full Time to Casual Regular will continue to receive the Full Time pay
35 rate.

36 37 38 **ARTICLE 13 - SENIORITY AND WORK STATUS**

39 40 **SECTION 1. DEFINITION OF SENIORITY**

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

43 44 **SECTION 2. PRINCIPLES OF SENIORITY**

45 (a) The principles of seniority shall be observed on layoffs, recalls, days off, establishing work
46 schedules by department, location or scheduling pool, vacation selection, promotion and transfers as defined in
47 specific Articles of the Agreement.

48
49 (b) The principles of seniority shall be observed in establishing days off and work schedules by
50 department, location or scheduling pool regardless of scheduling methodology, where consistent with operating
51 needs as set forth in Article 10, Section 5.

52
53 (c) The parties recognize the importance of optimum scheduling of employees in a fashion that honors
54 the principles of seniority, considers the needs of employees, and meets the business needs of the Company.
55 The parties also recognize that stability in scheduling methods is important to the employees. Should the
56 Company decide to implement a new scheduling method, or Bucket Bids, the Company will meet, discuss, and
57 agree on the new scheduling method with the respective Union. The Company will take appropriate steps to

1 educate employees, Managers, and Union Shop Stewards regarding any new scheduling methodology.
2

3 **SECTION 3. DISPUTE ON SENIORITY SUBJECT TO GRIEVANCE PROCEDURE** Any dispute
4 on the application of the seniority principle shall be subject to the Grievance Procedure.
5

6 **SECTION 4. TERMINATION OF SENIORITY**

7 Seniority and/or the employment relationship shall terminate when an employee:
8

- 9 (a) Resigns from a Full Time position or converts to Part Time status.
10 (b) Is discharged for just cause.
11 (c) Is absent for three (3) consecutive unexcused work days.
12 (d) Is laid off for a continuous period of twelve (12) months or more.
13 (e) Fails to report at the end of a leave of absence.
14

15 **SECTION 5. WORK STATUS AND UTILIZATION OF FULL TIME AND CASUAL EMPLOYEES**

16 (a) Full Time Employees Full Time tipped and non-tipped employees assigned to an established job on
17 a regular Full Time basis customarily will work thirty (30) hours per week or more on an ongoing basis. For the
18 purpose of calculation, hours worked shall include paid benefit time. All approved leaves of absence (including,
19 but not limited to medical, disability, Workers' Compensation and Union business leaves) shall be excluded from
20 the calculation. The Company agrees to notify employees who are trending below the minimum number of
21 hours.
22

- 23 (1) The following will be the administrative process for monitoring continued eligibility of Full Time
24 employees for Disney Full Time benefits.
25
26 a. Full Time employees will be evaluated two (2) times per year according to the Company's
27 fiscal month-end calendar.
28
29 i. Early January, for fiscal period July through December.
30
31 ii. Early July, for fiscal period January through June.
32

33 The dates below correspond to the evaluation periods:
34
35
36

Year	July - December	January - June
1	7/04/10 – 1/01/11	1/02/11 – 7/02/11
2	7/3/11 – 12/31/11	1/01/12 – 6/30/12
3	7/01/12 – 12/29/12	12/30/12 – 6/29/13
4	6/30/13 – 12/28/13	12/29/13 – 6/28/14

- 37
38
39 b. Full Time employees must average thirty (30) hours per week for each evaluation period
40 utilizing both hours worked and hours paid, e.g., vacation, sick pay, holiday, etc. Authorized
41 leaves as defined above will not be counted against the thirty (30) hours per week average.
42
43 c. Full Time employees not meeting an average of thirty (30) hours per week excluding leaves
44 of absence as defined above during an evaluation period will be placed on Full Time hours
45 probation.
46
47 d. Full Time employees on Full Time hours probation must have thirty (30) hours or more per
48 week as defined above for nine (9) of the next thirteen (13) weeks in the following fiscal
49 quarter.
50
51

- 1 i. January through June qualifying period → July through September Full Time hours
2 probation.
3
4 ii. July through December qualifying period → January through March Full Time hours
5 probation.
6
7 e. Full Time employees who fail to qualify during the Full Time hours probationary period will
8 be converted to a Casual Regular status and lose their Full Time status and benefit's
9 eligibility.
10
11 f. Employees who are hired or converted from a Casual status to a Full Time status during an
12 evaluation period will be exempt from that evaluation period.
13

- 14 (2) Probationary Employee. All new regular Full Time employees shall be considered probationary
15 employees for a period of ninety (90) calendar days. Where a newly hired employee is
16 transferred into a new job classification or to a new location within the first ninety (90) days, the
17 employee shall serve an additional ninety (90) day probationary period in the new job/location.
18 The Company reserves the right to terminate their employment for any reason until they have
19 completed any such probationary period. However, probationary employees shall be entitled to
20 utilize the Grievance Procedure to grieve any matter which could be grieved by any other
21 employee except termination within the probationary period.
22
23 (3) Any Full Time or Casual Regular employee who has completed the ninety (90) calendar day
24 probationary period and subsequently converts status (Full Time to Casual Regular or Casual
25 Regular to Full Time) will not have to complete another probationary period but will receive a
26 new bargaining unit seniority date as of the date of the conversion. An employee's disciplinary
27 record shall not be affected by the change in status.
28

29 (b) Casual Employees
30

- 31 (1) Employees will be considered casual if they customarily work less than twenty-five (25) hours
32 per week on an ongoing basis, or who customarily work twenty-five (25) hours per week or
33 more but less than seven (7) months per year.
34
35 (2) During the life of this Agreement, total casual employee utilization shall not exceed thirty-five
36 percent (35%) of the total hours paid by Full Time and Casual employees in all job
37 classifications in any calendar year.
38

39 (c) The parties acknowledge that Section 5(b) is the sole restriction on the Company's ability to
40 schedule and work casual employees.
41

42 (d) Conversion from Casual to Full Time. The Company will give consideration to Union petitions for
43 conversion from Casual to Full Time status.
44

45 **SECTION 6. TRANSFER OUTSIDE OF BARGAINING UNIT**

46 (a) Any employee promoted or transferred to any Full Time position outside of the bargaining unit, but
47 within the Walt Disney World Resort, shall retain and accumulate seniority for a period not to exceed twelve (12)
48 months from the date of accepting such position.
49

50 (b) Any employee who transfers to a position or accompanies a spouse to Disneyland Paris, Tokyo
51 Disneyland or Hong Kong Disneyland shall retain and accumulate seniority for a period not to exceed twenty-
52 four (24) months.
53

54 **SECTION 7. TRANSFER INTO TIPPED CLASSIFICATION**

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

1 **SECTION 8. IMMIGRATION**

2 (a) No employee employed continuously since November 6, 1986 or before shall be required to
3 document immigration status.

4
5 (b) No employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits
6 due to any changes in the employee's name or Social Security number, provided that the new Social Security
7 number is valid and the employee is authorized to work in the United States and he/she has not previously
8 falsified his/her employment application or I-9 documentation.

9
10 (c) In the event that an employee is not authorized to work in the United States following the
11 probationary period, and his/her employment is terminated for this reason, the Company agrees to immediately
12 reinstate the employee to his/her former job classification without loss of prior seniority (seniority, vacation or
13 other benefits do not continue to accrue during the period of absence) upon the employee providing proper work
14 authorization within one hundred eighty (180) days from date of termination.

15
16 **SECTION 9. VISA STATUS CULTURAL REPS**

17 Those employees of the Company in classifications set forth in Addendum A who are authorized to work in the
18 United States as a result of an appropriate visa or other limited work authorization shall be generally covered
19 under the terms of this Agreement, although the parties agree that the Company shall not be required by any
20 provision of this Agreement to permit any such employee to engage in duties inconsistent with visa or
21 international work restrictions. The parties further agree that in order to preserve the culturally authentic theming
22 at various properties, the Company shall not be required to make available for general transfer the culturally
23 authentic jobs performed by such international employees. Separation of employment of employees with
24 international status, based on the loss or expiration of the appropriate and required work authorizations, shall
25 not be subject to the grievance procedure. However, disciplinary action (including discharge) which is not
26 subject to the grievance procedure shall not set a precedent for discipline of non-international employees. An
27 investigatory suspension (Article 18, Section 5) shall precede any contemplated discharge for just cause for
28 such employee, and the affiliate with jurisdiction shall be immediately notified of any such suspension.

29
30
31
32 **ARTICLE 14 - TRANSFERS**

33
34 **SECTION 1. TRANSFER PROCEDURES**

35 (a) Casting

- 36
37 (1) All Full Time vacancies shall be submitted to the Company's Casting Office. Employees
38 interested in a transfer shall fill out the appropriate paperwork and may need to complete a
39 personal interview at the Casting Office. An employee interested in a transfer may identify two
40 (2) areas of interest for transfer.
- 41 (2) Upon receiving notice of a Full Time vacancy, the Casting Office shall identify the top senior
42 employee who has completed the appropriate paperwork and has identified the area of the
43 vacancy as one of their two (2) preferences.
- 44 (3) The Full Time vacancy will then be filled in accordance with Sections 2 or 3 as prescribed
45 below.
- 46 (4) Employees who have not updated their phone number with the Company's system of record will
47 be bypassed after attempting to contact them.
- 48 (5) Employees shall not be eligible for voluntary transfer until after six (6) months of Full Time
49 employment with the Company within the bargaining unit, excluding any probationary period
50 recasting. Thereafter, employees shall be eligible for transfer based on the criteria listed below.

1
2 **SECTION 2. TRANSFERS TO THE SAME JOB CLASSIFICATION AND/OR DIFFERENT JOB**
3 **CLASSIFICATIONS**

4 (a) The Company agrees that in granting transfers to different locations and/or different job
5 classifications, seniority shall prevail when candidates possess the following qualifications:

- 6
7 (1) Length of Service:
8 a) Six (6) months employment
9 b) Minimum of six (6) months in work location
10
11 (2) Dependability:
12 a) Employee's Record Card may have no more than five (5) attendance entries within
13 the last six (6) months (not including early shift releases or authorized days off)
14
15 b) No more than one (1) reprimand in last six (6) months
16
17 (3) Skills and Ability:
18 a) Demonstrated skill and ability necessary to perform the specific job
19

20 (b) Employees transferring to a different job classification shall be placed upon a forty-five (45) day
21 qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's
22 performance is not satisfactory or if the employee requests a return within the forty-five (45) days, the Company
23 will return the employee to his/her prior job classification and location and the employee shall be immediately
24 eligible to transfer again.

25
26 **SECTION 3. TRANSFERS TO NEW PROPERTY/ATTRACTION OPENINGS**

27 (a) The parties agree that in granting transfers to different locations and/or different job classifications in
28 the opening of a new resort property or attraction, the following guidelines shall apply:

- 29
30 (1) Minimum of six (6) months employment;
31
32 (2) Employee's Record Card may have no more than four (4) attendance entries within the
33 last six (6) months (not including early shift releases or authorized days off); no more
34 than one (1) reprimand within the last six (6) months;
35 (3) Essential qualifications and skills as determined through record card notations and a
36 personal interview;
37 (4) All of the above being equal, seniority shall prevail.
38

39 (b) Employees transferring to a different job classification shall be placed upon a thirty (30) day
40 qualifying period. If the Company determines during the thirty (30) day qualifying period that the employee's
41 performance is not satisfactory, the Company will return the employee to his/her prior job classification and
42 location.

43
44 **SECTION 4. GRIEVANCE PROCEDURE**

45 Any dispute regarding the administration of these provisions shall be subject to the grievance procedure.
46

47
48 **ARTICLE 15 - LAYOFFS, RECALLS, AND FURLOUGH**

49
50 **SECTION 1. LAYOFF ACCORDING TO SENIORITY IN JOB CLASSIFICATION**

51 Whenever it becomes necessary to reduce the working force in a given job classification, the
52 employee(s) permanently assigned to that job classification with the least Service Trades Council bargaining
53 unit seniority will be laid off, providing the remaining employees possess the necessary skills, qualifications, and
54 abilities to perform available work as determined by the Company, except as provided in Section 8, and Article
55 9, Section 4(c).

1
2 **SECTION 2. NOTICE OF LAYOFF/FURLOUGH**

3 Whenever possible, one (1) week's advance notice of layoff/furlough will be given to an employee. If the
4 Company fails to provide one (1) week's notice, the Company will be responsible for one (1) week of lost time or
5 missed portion thereof. The Company will furnish electronically to the Union notice of new hires and layoffs.
6

7 **SECTION 3. LAID-OFF EMPLOYEES RETAIN SENIORITY FOR 12 MONTHS**

8 Employees on layoff for twelve (12) months or less and who are recalled will maintain their seniority date
9 and continuous service date for purposes of Company benefits.
10

11 **SECTION 4. RECALLS IN ACCORDANCE WITH SENIORITY IN JOB**
12 **CLASSIFICATION**

13 Employees who have been laid off as a result of the curtailment of operations shall be recalled in
14 accordance with their seniority in their permanent job classification, provided the employees possess the
15 necessary skills, qualifications, and abilities to perform the available work as determined by the Company.
16

17 **SECTION 5. RECALL PROCEDURE**

18 Laid off employees shall be notified of recall by telephone five (5) workdays prior to the required start
19 date. If the employee is not contacted by telephone, the Company will send a certified letter to the employee's
20 address of record notifying him/her of recall and the required start date, which shall not be less than ten (10)
21 workdays from the date the letter is mailed. A copy of any such letter shall be mailed to the Union.
22

23 **SECTION 6. CORRECT ADDRESS AND TELEPHONE NUMBER**

24 Failure of an employee to have a current address and telephone number on record in the appropriate
25 HR Department will relieve the Company of its responsibility of notification to the employee under any Article of
26 this Agreement.
27

28 **SECTION 7. FAILURE TO REPORT FROM LAYOFF/FURLOUGH**

29 An employee who fails to report for work as scheduled on recall from layoff/furlough shall be considered
30 to have voluntarily terminated his/her employment unless such employee has notified the Company of personal
31 illness or a death in the immediate family, prior to the date he/she was scheduled to report for work.
32

33 **SECTION 8. THIRTY-DAY (30) FURLOUGH FOR NON-TIPPED EMPLOYEES**

34 A department/location shall furlough non-tipped employees by classification based upon their relative
35 bargaining unit seniority within the affected department/location provided the employee is recalled thirty (30)
36 days or less from the furlough date. Prior to furloughing employees, the Company will offer Full Time
37 employees available work hours in other areas. Furloughed employees shall:
38

- 39 (a) receive and acknowledge written notification of their recall date at time of furlough;
40 (b) receive credit toward scheduled increases;
41 (c) be eligible to utilize earned vacation and/or sick leave;
42 (d) retain their Main Entrance Pass and ID card;
43 (e) retain Medical Insurance; and,
44 (f) be offered any hours being worked by casual employees in the affected department/location.

45 A department/location may furlough employees for up to thirty (30) days as a result of the reduction of
46 available work hours when a portion of an affected department/location staff continues to work. Furloughs may
47 not be utilized in situations such as closures for rehab.
48
49
50

51 **ARTICLE 16 - INTERCHANGEABILITY OF WORK ASSIGNMENT**

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

- 53 (a) The Company may assign, reassign, or transfer an employee to any work location during the
54

1 workday or workweek within all of the areas included in this Agreement, as outlined in Article 4 (SCOPE OF
2 AGREEMENT).

3
4 (b) In the administration of this Article, involuntary work shall be required of the junior, available,
5 qualified, on-shift employee.

6
7 (c) Where the Company establishes a scheduling pool for regular ongoing movement between
8 locations, the existing property transfer guidelines shall apply to transfers to such pool.

9
10 **SECTION 2. INTERCHANGEABILITY IN DIFFERENT JOB CLASSIFICATIONS**

11 (a) Scheduled

- 12
13 (1) The Company may create scheduled shifts or pools which require movement from one
14 job classification to a different classification. Such movement may be from one location
15 to another.
- 16 (2) When establishing such a scheduled shift, the shift will be posted at the affected
17 location(s) and the senior most qualified person bidding shall be awarded the shift. The
18 Company shall endeavor to create forty (40) hour shifts; however, such shifts shall not
19 be less than thirty-eight (38) hours per week.
- 20 (3) If not scheduled in accordance with (a)(2) above, the Company may assign the shift to
21 the junior employee stasured in the affected locations.
- 22 (4) Any scheduled overtime in the affected locations shall be offered first to employees
23 stasured in the affected locations, then to employees regularly working in the affected
24 locations prior to other employees working these shifts.
- 25 (5) The Company will provide all required training for employees working these schedules.
- 26 (6) Costume changes and travel time between locations will be considered time worked.
- 27 (7) The above shall also apply to new job classifications which encompass a combination
28 of duties from different job classifications. Scheduling within pools established for this
29 purpose shall be as provided for under Article 13. Transfers to such new classifications
30 shall be as described under Article 14.

31
32 (b) Unscheduled

- 33
34 (1) The Company may assign, reassign, or transfer an employee to a different job
35 classification in the same or different work location during the workday or workweek
36 within all of the areas included in this Agreement, as outlined in Article 4 (SCOPE OF
37 AGREEMENT).
- 38
39 (2) An employee shall not be required to work against his/her desire in the new job
40 classification for a period of time exceeding ten (10) workdays in a calendar year. If
41 operational need requires additional time, the work will be assigned to the most junior
42 employee.

43
44 **SECTION 3. RATE OF PAY**

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

50
51 **SECTION 4. TIPPED EMPLOYEES**

52 Tipped employees will not be required to work in a non-tipped job classification.
53
54

1
2 **SECTION 5. ASSIGNMENT, REASSIGNMENT OR TRANSFER OF SHOP STEWARDS**

3 In the administration of this Article, the Company will not involuntarily assign, reassign or transfer Shop
4 Stewards.
5
6

7 **ARTICLE 17 - LEAVES OF ABSENCE**
8

9 **SECTION 1. TEMPORARY LEAVE OF ABSENCE**

10 An employee's request for a leave of absence not to exceed thirty (30) days will be granted for good
11 cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing.
12 No leave of absence will be extended beyond thirty (30) days except for compelling reasons. In the event that a
13 non-medical leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject
14 to COBRA.
15

16 **SECTION 2. LEAVE FOR UNION BUSINESS**

17 A Union affiliate's request for a Union leave of absence without pay for an employee represented by that
18 affiliate will be granted. An employee who is granted Union leave shall retain and accumulate bargaining unit
19 seniority. Unions requesting leave for Union business must send the request, in writing, to the Labor Relations
20 Executive or their designee and must give a minimum of two (2) weeks' notice prior to the beginning of such
21 leave. An employee on Union leave who subsequently returns to work for the Company will be reinstated with
22 accumulated bargaining unit seniority. An employee on leave for Union business will be eligible for continuation
23 of health care coverage subject to COBRA and will retain his/her ID card and Maingate or Silver Pass. Such
24 employee will not receive any discretionary privileges (i.e., complimentary admission tickets, service awards,
25 etc.) while on leave. No more than two (2) employees shall be granted Union leave from any division. No more
26 than a total of thirty (30) employees shall be granted Union leave at any point.
27

28 **SECTION 3. NON-OCCUPATIONAL MEDICAL LEAVE**

29 (a) An employee requesting a non-occupational medical leave of absence must provide a written
30 statement from his/her personal physician documenting the reason for the leave and the beginning date and
31 estimated duration of the medical leave. Failure to comply with this provision may jeopardize the employee's
32 eligibility for a medical leave of absence.
33

34 (b) An employee who is granted a medical leave of absence shall retain and accumulate seniority
35 during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits, or
36 be required to accept such benefits in the case of FMLA leave as defined below:
37

- 38 (1) An employee taking FML will have any earned sick leave available automatically
39 applied.
- 40 (2) An employee taking FML for the care of other must apply any unused personal holidays
41 or accrued unused vacation in excess of eighty (80) hours to FML leave. An employee
42 taking FML for care of other with eighty (80) hours or less of earned unused vacation
43 will automatically be paid available vacation pay unless the employee requests non-
44 payment.
- 45 (3) Employees who are on a non-occupational medical leave of absence will receive credit
46 toward scheduled increases.
47
48

49 (c) An employee who returns from a medical leave of absence within sixty (60) days or less or returns
50 from a FMLA qualifying leave, or other such period as required by that law, will be placed in his/her prior job,
51 location, and schedule. If the employee has been on leave for more than sixty (60) days, the Company will
52 make every reasonable effort to place said employee in the employee's prior job and location except as
53 otherwise required by the FMLA.
54

55 (d) In the event that an employee is required, by the Company, to visit Health Services upon returning
56 to work from a medical leave, he/she will be compensated for the time.

1
2
3 (e) An employee who fails to return from a medical leave of absence, or who fails to seek a release to
4 return to work from a medical leave of absence will be considered to have voluntarily terminated.
5
6

7 **SECTION 4. LEAVE FOR COMPENSABLE INJURY**

8 Any employee on medical leave as a result of an on-the-job compensable injury shall retain and
9 accumulate seniority during such leave. Upon being released for return to work, if the employee has been off
10 sixty (60) days or less or for FMLA qualifying leave, such other period as required by that law, he/she will be
11 placed in his/her prior job, location and schedule. If the employee has been off for more than sixty (60) days,
12 the Company will make every effort to place said employee in the employee's prior job and location except as
13 otherwise required by the FMLA. Employees who are on an occupational leave of absence will receive credit
14 toward scheduled increases.
15

16 **SECTION 5. MEDICAL LEAVES EXCEEDING ONE YEAR**

17 Those employees whose accumulated time on occupational or non-occupational medical leave of
18 absence totaling one (1) year will have their employment with the Company terminated. The one (1) year period
19 is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:
20

21 (a) If an employee returns from medical leave and works less than twenty-six (26) consecutive working
22 weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one
23 (1) year cut-off described above.

24 (b) If an employee returns from medical leave and works for a minimum of twenty-six (26) consecutive
25 working weeks, the employee will begin a new one (1) year period.

26 (c) If an employee returns to work and subsequently returns to medical leave due to an unrelated
27 medical condition, the employee will begin a new one (1) year period.
28

29 **SECTION 6. FAMILY AND MEDICAL LEAVE ACT OF 1993**

30 The Company and the Union acknowledge that the provisions of the Family and Medical Leave Act of
31 1993 apply to the employees working under this Agreement. Thus, nothing in this Agreement shall be
32 construed as being inconsistent with the requirements of the Act. In this regard, the Company and the Union
33 commit to meet to resolve potential conflicts between the Family and Medical Leave Act of 1993 and the
34 Agreement.
35

36 **SECTION 7. ADMINISTRATIVE LEAVE**

37 The Company agrees to consider, on a case by case basis and in its sole discretion, allowing
38 employees to continue working or placing employees on unpaid administrative leave for up to one (1) year
39 pending the outcome of civil or criminal charges. However, the Company reserves the right to take disciplinary
40 action, up to and including termination, based on the nature of the allegations and/or information available to the
41 Company regarding the circumstances. Disciplinary action taken by the Company shall be subject to the
42 grievance procedure with the exception of probationary period terminations. If an employee on unpaid
43 administrative leave is exonerated or acquitted (meaning that the employee was not adjudicated guilty or did not
44 enter a plea of no contest, plea of guilty, or a pre-trial diversion program or any other similar resolution), he/she
45 will be returned to work and reimbursed for all lost wages and benefits. An employee on administrative leave
46 will continue to accrue seniority.
47
48

49 **ARTICLE 18 - DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE**

50 **SECTION 1. STANDARD OF CONDUCT**

51 High standards of conduct are necessary to preserve the Company's public image and to ensure a safe,
52 harmonious, and productive working atmosphere. The Company shall administer the sections of this Article with
53 due consideration for the employee. Such consideration shall include length of service, work record, and
54 seriousness of violation. The Company will make every effort to ensure the consistent and timely application of
55

1 the disciplinary section of this Agreement. Upon request of the employee, Management will provide a copy of
2 the employee's record card within a reasonable amount of time. At the time that it is printed, the record card
3 may not contain all recent entries. Any questions concerning the record card should be addressed to the
4 employee's immediate Manager.

5 **SECTION 2. UNION REPRESENTATION**

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

9
10 **SECTION 3. NOTICE OF INVESTIGATION**

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

16
17 **SECTION 4. LANGUAGE ASSISTANCE**

18
19 In any formal questioning by the Company that could lead to disciplinary action, at the request of the
20 employee, language assistance shall be provided by a bargaining unit employee (who may or may not be a
21 Shop Steward), another non-supervisory employee, or a third party provider. Any delay in interviewing or
22 effectuating discipline as a result of the need for such language assistance shall not affect the timeliness of any
23 grievance or discipline.

24
25 **SECTION 5. INVESTIGATORY SUSPENSIONS**

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

- 29
30 (1) No discipline and a return to work with full back-pay;
31 (2) A reprimand in accordance with Section 5(a) below and a return to work with full back-
32 pay;
33 (3) Disciplinary suspension in accordance with Section **5 (c)** below; or
34 (4) Termination in accordance with Section **7** below.

35
36 (b) In circumstances where an investigatory suspension extends beyond two (2) weeks, an employee
37 shall be paid on a weekly basis until such time that the suspension is concluded and an employment decision is
38 administered by the Company.

39
40 (c) Those employees in tipped classifications, excluding Banquets and Dinner Shows, shall be paid at
41 the appropriate non-tipped rate of pay as referenced in Addendum A for all lost time due to an investigatory
42 suspension.

43
44 **SECTION 6. DISCIPLINE**

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

47
48 (a) Reprimands

49 Reprimands will be issued in writing on a specific subject or subjects and will be signed by the
50 Supervisor who will present it and discuss it with the employee. Reprimands will be presented and discussed
51 within fifteen (15) calendar days after the occurrence, or within fifteen (15) days after the immediate supervisor
52 has had a reasonable opportunity to become aware of and complete an investigation of the occurrence,
53 whichever is later, unless prevented by the absence of the employee or extenuating circumstances beyond the
54 control of the Company. These time limits shall not apply to discipline based on attendance, clocking or
55 discipline as a result of a Company Equal Employment Opportunity and Harassment Policy investigation. An
56 employee will sign the reprimand, not in admission of the offense, but in acknowledgment that a copy of the

1 reprimand has been received by the employee. The Company shall make copies of written reprimands
2 available to the Union. Reprimands, other than absenteeism/tardiness and clock-in/clock-out, shall be recorded
3 and effective on the date the incident occurred.

4
5 (b) Disciplinary Point System

- 6
7 (1) Reprimands may count as one (1) or two (2) disciplinary points, such determination
8 shall be based upon a fact-specific evaluation of the disciplinary incident.
- 9 (2) Any combination of five (5) disciplinary points within the preceding twelve (12) months
10 shall result in the employee's termination.
- 11 (3) The twelve (12) month period referenced in (b) (2) is defined as a continuous work
12 period specifically excluding any leaves of absence.
- 13 (4) It is specifically understood by the parties that the disciplinary point system is not
14 restricted to same or similar offenses but may include different offenses on a cumulative
15 basis.
- 16 (5) Absenteeism/Tardiness discipline and Clock In/Out discipline are specifically excluded
17 from the disciplinary point system defined in this section. Refer to Sections 8 and 9.

18 (c) An employee may be suspended without pay for a period of up to two (2) weeks in lieu of
19 termination. The parties recognize, however, that the use of a suspension is not a mandatory component of the
20 disciplinary progression.

21
22 (d) The Company will electronically provide a list of all employees discharged and the reasons for
23 such discharge to the appropriate affiliate Unions on a monthly basis.

24
25 **SECTION 7. DISCHARGE**

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

27
28 (a) Insulting, arguing, being discourteous, or using profane language in the presence of a guest;

29
30 (b) Fighting at the Walt Disney World Resort, regardless of who provokes it, may result in automatic
31 termination for both parties involved;

32
33 (c) Falsification of records, such as medical forms, time cards, or employment applications;

34
35 (d) Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs, or
36 hallucinatory agents during working hours or reporting for work under such conditions;

37
38 (e) Conviction, plea of guilty, plea of no contest, or acceptance of pre-trial diversion, or other similar
39 resolution to a felony or serious misdemeanor, such as but not limited to child abuse, lewd and lascivious
40 behavior, or sale/distribution of controlled substances;

41
42 (f) Violation of operating rules and procedures which may result in damage to Company property or in
43 bodily injury to fellow employees or guests;

44
45 (g) Gambling, sleeping while on duty, or willful insubordination;

46
47 (h) Dishonesty or misconduct that is detrimental to the Company;¹

48
49 (i) Continued violation of the Company appearance guidelines;

¹ 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.

1
2 (j) Failure to return from a leave or vacation;
3

4 (k) Excessive tardiness or absenteeism;
5

6 (l) Discrimination/harassment;
7

8
9 (m) Possession of dangerous or unauthorized materials such as explosives, firearms, or other similar
10 items on Company property.
11

12 An employee will be notified of the reason for the discharge.
13

14 **SECTION 8. ABSENTEEISM AND TARDINESS STANDARD**

15 Absences:

16 Beginning with 3 in any 30 days = reprimand

17 Beginning with 6 in any 90 days = reprimand

18 Beginning with 9 in any 180 days = reprimand

19 Beginning with 12 in any 365 days = reprimand
20

21 Tardiness:

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

24 (a) Procedures:

25
26 (1) The following items shall not be counted as absences:

27 a) Work incurred injuries and subsequent related absences. Employees must provide
28 supporting medical authorization which satisfies the Company in this respect;

29 b) Medical leaves;

30 c) Release of shift for medical reasons;

31 d) Scheduled personal leaves where the Company agrees in advance to the leave;

32 e) Subsequent consecutive call-ins for the same illness or injury will not count as an
33 additional occurrence;

34 f) The first six (6) call-in/call sick notations for employees who meet the following
35 criteria:

36 (1) The employee has one (1) or more years of seniority;

37 (2) The employee must not have received attendance discipline in the prior
38 twelve (12) months.
39

40 (b) All call-sick and call-sick free day instances will be automatically paid if earned sick leave is
41 available unless the employee requests non-payment when calling in sick.
42

43 (c) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-four
44 (24) month period. Any twelve (12) month period free from discipline will result in beginning again at first step of
45 progressive discipline. The Company agrees to provide to employees information regarding the FMLA with any
46 attendance reprimand issued.
47

48 (d) All references to time periods in this Article refer to continuous work periods specifically excluding
49 any leaves of absence.
50

51 (e) With reasonable notice, regular Full Time employees may request the use of six (6) days sick leave
52 per calendar year as personal leave days. Requests will be granted consistent with operational requirements.

1
2 **SECTION 9. CLOCK IN/CLOCK OUT STANDARD**

3 Failure to Either Clock in or Clock Out:

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

8
9 Tracking:

- 10 Failure to clock in for the start of shift = ½ point
11 Failure to clock out for the end of shift = ½ point
12 Clocking in more than 15 minutes before the start of the shift = ½ point
13 Clocking out more than 15 minutes after the end of the shift = ½ point

14
15 Procedures:

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

18
19 It is the responsibility of the employee to inform Management of a lost or stolen ID card before the end
20 of his/her shift.

- 21
22 (a) Failure to clock as a result of a lost, stolen, or damaged ID card is considered one (1) point.
23 (During the time it takes the employee to replace a lost, stolen, or damaged ID card [maximum
24 seven (7) days], the clock infractions will not be counted toward this point matrix system for
25 disciplinary purposes.)
- 26 (b) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-
27 four (24) month period. Any twelve (12) month period free from discipline will result in beginning
28 again at the first step of progressive discipline.
- 29 (c) All references to time periods in this standard refer to continuous work periods specifically,
30 excluding any leaves of absence.
- 31 (d) The Company reserves the right to discipline outside this matrix when an employee habitually
32 loses possession of or damages his/her ID card.
- 33 (e) Falsification of hours worked and/or the use of your ID card by anyone other than yourself may
34 result in disciplinary action, not excluding termination.

35
36
37 **ARTICLE 19 - GRIEVANCE PROCEDURE**

38
39 **SECTION 1. GRIEVANCES SETTLED ACCORDING TO PROCEDURE**

40 The parties to this Agreement agree that any grievance arising out of the interpretation or application of
41 the terms of this Agreement, with the exception of terminations, discipline based on the Company's policies of
42 Equal Employment Opportunity and Harassment² and policy grievances which will be expedited to Step 3, shall
43 be settled promptly in accordance with the following procedure:

44
45 **SECTION 2. DEFINITIONS**

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

49
50 (b) Time Limits: The parties recognize that it is important that grievances be processed and resolved
51 as rapidly as possible; therefore, the number of days indicated at each step of the grievance procedure should

² The Union may request a meeting with a representative of Employee Relations prior to the 3rd step grievance meeting or as part of the 3rd or 4th step grievance meeting to facilitate timely processing of the grievance.

1 be considered as a maximum, and every effort should be made to expedite the process. All termination
2 grievances will be given priority for processing. The time limits specified may be extended by mutual agreement
3 as evidenced by a waiver in writing signed by an authorized representative of the Company and the Union;
4 otherwise, the grievance shall be regarded as withdrawn.
5
6

7 (c) Recording Devices: The parties agree that no recording devices of any kind shall be permitted to be
8 utilized during Step 1, 2, 3, or 4 of the grievance procedure.
9

10 (d) Back-pay Awards: The parties agree that any Joint Standing Committee or Arbitrator award of back
11 pay shall be lessened by unemployment compensation or any other compensation received by the grievant
12 during the period of termination prior to reinstatement.
13

14 (1) Back-pay awards for those employees in tipped classifications, with the exception of
15 Banquets and Dinner Shows, will be paid at the appropriate non-tipped rate of pay as
16 referenced in Addendum A.
17

18 (e) Information Requests: The Company will make every reasonable effort to provide any requested,
19 relevant information regarding grievances to the Union within seventy-two (72) hours. In circumstances where
20 the Company is unable to provide information within seventy-two (72) hours, the Union will be provided with an
21 estimate of the time of provision.
22

23 **SECTION 3. GRIEVANCE PROCEDURE**

24 **Step 1.** Any employee, believing that he/she has suffered a grievance, shall discuss the matter with
25 his/her immediate Guest Service Manager. The employee may choose whether to discuss the matter with
26 his/her Guest Service Manager with or without the assistance of his/her Union representative.
27

28 In order to be deemed timely, a grievance must be discussed by the employee with his/her immediate
29 Guest Service Manager within fourteen (14) calendar days after its occurrence, or within fourteen (14) calendar
30 days after the employee has had a reasonable opportunity to become aware of the occurrence, whichever is
31 later. The employee must indicate that his/her discussion with the Guest Service Manager is a grievance.
32 Failure to observe the aforementioned time limitation shall be deemed as a waiver and the grievance will be
33 regarded as abandoned.

34 The immediate Guest Service Manager shall give an oral reply within three (3) calendar days after
35 submission of the grievance. If the immediate Guest Service Manager fails to give an oral reply within the time
36 limits provided, the grievance may be appealed to the next Step of the grievance procedure.
37

38 **Step 2.** If the grievance shall not have been adjusted under Step 1, then within seven (7) calendar days
39 after the reply given under Step 1, or after the date under which a reply should have been given under Step 1,
40 the grievance shall be reduced to writing upon the accepted Grievance Form which shall set forth the relevant
41 information concerning the grievance, including a short description of the alleged grievance, the date on which
42 the grievance occurred, and an identification of the section of the Agreement alleged to have been violated and
43 shall be submitted to the employee's Area Manager, who shall immediately forward copies to Labor Relations.
44 The Area Manager or his/her designated representative and the Union representative or his/her designated
45 representative shall meet within seven (7) calendar days after invocation of Step 2 in an attempt to settle the
46 grievance. It shall be incumbent upon the Union Representative to request such meeting. The Area Manager
47 or his/her designated representative shall provide the employee and the Union representative with a written
48 reply within five (5) calendar days after the parties have met. If the Area Manager fails to give a written reply
49 within the time limits provided, the grievance may be appealed to the next Step of the grievance procedure.
50

51 **Step 3.** If the grievance shall not have been adjusted under Step 2, then within seven (7) calendar days
52 from the date of the Area Manager's written decision or a date when the decision should have been submitted
53 by the Area Manager, the grievance shall be presented in writing to the Labor Relations office. A grievance
54 meeting with the General Manager/Director or his/her designee, Labor Relations Representative, and the
55 employee's Union Business Representative or his/her designee shall be held within twenty-one (21) calendar
56 days of the grievance being recorded, in an attempt to resolve the grievance. The General Manager/Director or
57 his/her designee shall provide the Union Business Representative or his/her designee with a written reply within

1 five (5) calendar days after the parties have met. If the General Manager/Director or his/her designee fails to
2 give a written reply within the time limit provided, the grievance may be appealed to the next Step of the
3 grievance procedure.
4

5 **Step 4.** If the grievance shall have been submitted but not adjusted under Step 3, either party may
6 within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted
7 to a Joint Standing Committee, which shall meet within fourteen (14) calendar days of the appeal, unless
8 extended by mutual agreement of the Company and the Union.
9

10 The Joint Standing Committee shall consist of one (1) representative of the Company and one (1)
11 representative of the affiliated Union(s).
12

13 The Joint Standing Committee shall meet at least twice per month to investigate, review, and if
14 necessary, conduct a hearing of all outstanding grievances referred to it. Decisions of the Joint Standing
15 Committee shall be final and binding upon all parties at interest. The Joint Standing Committee shall provide a
16 written determination of all cases reviewed within three (3) calendar days after it has met. If the Joint Standing
17 Committee is unable to resolve a grievance before it, the grievance may be appealed to the next Step of the
18 grievance procedure.
19

20 The parties agree that upon notification of the Labor Relations Executive or their designee and the
21 President of the Service Trades Council Union, Step 4 of the grievance procedure may be waived and
22 grievances addressing institutional issues, affecting either the Company or the Council, may be expedited to
23 Step 5.
24

25 **Step 5.** If the grievance shall have been submitted but not adjusted under Step 4, either party may
26 within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted
27 to an Arbitrator selected from a panel of seven (7) Arbitrators furnished by the Federal Mediation and
28 Conciliation Service. The moving party shall be responsible for requesting the list from the Federal Mediation
29 and Conciliation Service within seven (7) days of the request for Arbitration. At this point, the parties have a
30 maximum of fourteen (14) calendar days from the date the list is received, to strike the panel or mutually agree
31 to an Arbitrator. The Rules for the Federal Mediation and Conciliation Service shall govern the selection of an
32 Arbitrator and the conduct of the arbitration hearing. Unless agreed upon in writing by both parties, the
33 Arbitration hearing must be scheduled to occur within thirty (30) days from selection of the Arbitrator. The
34 Arbitrator shall not have the authority to alter, amend, change, modify, add to or subtract from or reform any
35 provision, Article or language of this Agreement. The Decision of the Arbitrator shall be final and binding on all
36 parties with no further appeal, except for reasons of setting aside an Arbitrator's Award, as set forth in applicable
37 Federal and Florida Statutes. Any joint expense incidental to or arising out of the arbitration shall be borne
38 equally by the Company and the appropriate Union. Only one grievance shall be before a specific Arbitrator at
39 one time.
40

41 **SECTION 4. GRIEVANCE SETTLEMENTS**

42 A grievance having been settled at any step of the grievance procedure will be affected no more than
43 seven (7) calendar days after the date of the settlement agreement.
44
45
46

47 **ARTICLE 20 - HOLIDAYS**

48 **SECTION 1. HOLIDAYS OBSERVED**

49 There will be seven (7) core holidays and three (3) personal floating holidays.
50
51

52 (a) The core holidays are:

- 53 (1) New Years Day
- 54 (2) Martin Luther King, Jr. Day
- 55 (3) Memorial Day
- 56 (4) Independence Day
- 57 (5) Labor Day

- (6) Thanksgiving Day
- (7) Christmas Day

(b) The three (3) personal holidays may be used on dates mutually agreed to by Management and the employee.

SECTION 2. ELIGIBILITY

(a) All regular Full Time employees are eligible for holiday pay after working thirty (30) calendar days of continuous service, provided they work their scheduled shifts prior to and immediately following such holiday.

(b) If the employee's failure to work his/her regularly scheduled shift immediately before or following the holiday was due to personal illness, injury, death in the immediate family or an approved FMLA absence and the employee satisfied the Company in this respect, he/she shall be eligible to receive holiday pay.

(c) Employees on an authorized leave of absence of six (6) days or longer are not eligible for holiday pay.

SECTION 3. PERSONAL FLOATING HOLIDAYS

Effective January 1 of each year of this Agreement, all employees with one (1) or more years of continuous service will be credited with three (3) personal floating holidays. Employees with less than one (1) year of service, and employees who are hired or converted from a casual status to a Full Time status after January 1, will be credited with one (1) personal floating holiday on each of the following posting dates: March 1, June 1, and September 1. An employee must be stasured as a Full Time employee on the posting date to receive the personal floating holiday.

Personal floating holidays shall require two (2) weeks advance notice for scheduling and shall be granted consistent with operational requirements. In the event all requests for a particular day cannot be approved due to operational requirements, seniority shall prevail in granting the holiday.

Personal floating holidays will be scheduled and taken within the following provisions:

- (a) Must be taken within the calendar year;
- (b) May not be carried over from year-to-year, or paid off at time of termination;
- (c) Do not affect the use of sick leave days for personal time off;
- (d) Will be considered as time worked for the computation of overtime;
- (e) Will not be paid in addition to other hours worked; and,
- (f) May only be taken in one (1) full shift increment.

SECTION 4. HOLIDAY PAY WHEN NOT WORKED

Each employee (except as provided in Article 13 - Seniority) will receive eight (8) hours pay at the employee's regular straight time rate for each such holiday not worked. Core holiday pay when not worked shall not count toward the employer's required minimum number of hours scheduled per week as per Article 10, Section 2.

SECTION 5. HOLIDAY PAY WHEN WORKED

Each regular Full Time employee who works on a recognized holiday, and who works his/her scheduled shifts prior to and immediately following the holiday worked, shall receive eight (8) hours holiday pay plus his/her straight time rate for all hours worked in his/her scheduled shift.

SECTION 6. DOUBLE TIME PAY FOR HOURS OVER EIGHT WORKED ON HOLIDAY

Double time the employee's regular rate shall be paid for hours worked in excess of eight (8) hours on a paid holiday.

SECTION 7. HOLIDAY PAY CONSIDERED TIME WORKED FOR COMPUTING OVERTIME

1 Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime,
2 unless the holiday falls on one of the employee's two regularly scheduled days off or when a holiday falls during
3 a vacation period.

4 Pay for a holiday not worked shall not be used in computing overtime under the 5th, 6th, and 7th day
5 provision contained in Article 11, Section 4.
6

7 **SECTION 8. HOLIDAY PAY FOR HOLIDAY DURING VACATION**

8 Should a holiday fall during the period of an employee's vacation, the employee shall be granted an
9 extra day's pay.

10 **SECTION 9. DAY HOLIDAY IS OBSERVED**

11 Recognized holidays shall be observed on the date designated for observance by the Federal
12 Government, except in the case of Christmas, which shall be observed on December 25th.
13

14 **SECTION 10. NO HOLIDAY PAY FOR EMPLOYEE SCHEDULED TO WORK HOLIDAY AND WHO
15 DOES NOT WORK**

16 An employee who is regularly scheduled to work on a recognized holiday and who does not work shall
17 not receive holiday pay, except in the case of an employee who is given an authorized day off (ADO) by
18 supervision.
19

20 **SECTION 11. HOLIDAY PAY ON DAY OFF WHEN WORKED**

21 If a holiday worked falls on one of the employee's regular days off, he/she shall receive eight (8) hours
22 straight-time holiday pay, plus the rate he/she would receive for working on his/her day off.
23

24 **SECTION 12. HOLIDAY STARTS AT 12:00 A.M. (Midnight) ON HOLIDAY**

25 For the purpose of computing pay for work on a holiday, the twenty-four (24) hour holiday period shall
26 commence at 12:00 a.m. (midnight) on the holiday and terminate at 11:59 p.m. on the same day.
27

28 **SECTION 13. PAY RATE FOR THE HOLIDAYS**

29 Those employees in tipped classifications will have holiday benefits paid at the appropriate non-tipped
30 rate of pay as referenced in Addendum A.
31

32 **SECTION 14. HOLIDAY REQUEST AND APPROVAL**

33 By job classification within a scheduling group, in descending seniority order, and at the request of the
34 employee, Full Time employees will be offered the opportunity to take a paid benefit day (to include a personal
35 leave day, personal holiday or vacation day) off on New Year's Day, Thanksgiving Day, and Christmas Day to
36 the extent that another qualified employee is available to work the shift. The number of employees permitted to
37 exercise this option will be limited by Management based on the needs of the operation. As it pertains to this
38 section only, pay for a core holiday or paid benefit day not worked shall not be considered time worked for
39 purposes of computing overtime.
40

41 **ARTICLE 21 - VACATION**

42 **SECTION 1. ELIGIBILITY, REGULAR FULL TIME EMPLOYEES**

43 All regular Full Time employees shall accrue vacation based on the number of hours worked (straight
44 time and overtime hours exclusive of the overtime premium) up to a maximum of 1800 hours, from date of hire
45 to the end of the calendar year in which hired, and for each succeeding calendar year thereafter, based upon
46 the conditions set forth in this Article. Paid vacation will be credited as hours worked for accrual towards
47 vacation allowance.
48

49 **SECTION 2. VACATION EARNED IN THE FIRST CALENDAR YEAR**

50 Vacation earned in the first (1st) calendar year of service may not be used until nine (9) months of
51 continuous service have elapsed from date of hire.
52

53 **SECTION 3. VACATION HOURS ACCRUED**

54 Vacation hours accrued shall become available to be taken by the employee during the calendar year in
55 which they are accrued, per the accrual of vacation time formula listed below in increments of forty (40) hours.
56
57

1
2
3
4
5
6 **SECTION 4. VACATION ACCRUAL FORMULA**
7

8 (a) **One (1) week vacation accrual formula:**
9

Calendar year hours worked	Paid vacation hours earned
1800	40
1440	32
1080	24
720	16
360	8

17
18 (b) Employees begin to accrue two (2) weeks of vacation on January 1st of the calendar year in which
19 the second (2nd) anniversary of continuous service will occur:
20
21

EXAMPLE:

Year of Hire	2008	2009	2010
Eligible to accrue 2 weeks on January 1 of the year	2010	2011	2012

22 (c) **Two (2) week vacation formula:**
23

Calendar year hours worked	Paid vacation hours earned
1800	80
1620	72
1440	64
1260	56
1080	48
900	40
720	32
540	24
360	16
180	8

36
37 (d) Employees begin to accrue three (3) weeks of vacation on January 1st of the calendar year in which
38 the fifth (5th) anniversary of continuous service occurs:
39

Calendar year hours worked	Paid vacation hours earned
1800	120
1680	112
1560	104
1440	96
1320	88
1200	80
1080	72
960	64
840	56
720	48
600	40
480	32

1	360	24
2	240	16
3	120	8

(e) Employees begin to accrue four (4) weeks of vacation on January 1st of the calendar year in which the seventeenth (17th) anniversary of continuous service occurs:

	Calendar year hours worked	Paid vacation hours earned
11	1800	160
12	1710	152
13	1620	144
14	1530	136
15	1440	128
16	1350	120
17	1260	112
18	1170	104
19	1080	96
20	990	88
21	900	80
22	810	72
23	720	64
24	630	56
25	540	48
26	450	40
27	360	32
28	270	24
29	180	16
30	90	8

SECTION 5. VACATION ACCRUAL

Employees shall not accumulate more than two (2) times their current annual vacation hours. For example, if an employee is currently accruing 80 hours of vacation, he/she may accumulate a maximum of 160 hours of vacation; if currently accruing 120 hours of vacation, he/she may accumulate a maximum of 240 hours of vacation; and if currently accruing 160 hours of vacation, he/she may accumulate a maximum of 320 hours of vacation.

When the vacation cap is reached (two (2) times their current annual vacation hours), an employee will cease to accrue any additional vacation time until vacation hours are taken. An employee will again begin to accrue vacation only after he/she is below his/her cap. Vacation accrual is not retroactive to the date on which the accrual ceased.

SECTION 6. PAYMENT FOR ACCRUED VACATION

Upon the request of an eligible employee, the Company shall provide payment of up to one-half (1/2) of an employee's total accrued available vacation to a maximum of eighty (80) hours on an annual basis (by calendar year). Amounts paid are subject to all required withholdings. Payment should normally be issued within two (2) weeks of the request being received by Payroll.

SECTION 7. VACATION SCHEDULING

(a) Due to the nature of the Company's operations and requirement for specified skills, vacations will be scheduled by the Company. Where a time period has previously been blocked out and circumstances change such that the time period becomes available, employees requesting vacation for that time period will be considered on a seniority basis. Consideration will be given to requested time by the employee whenever possible. The employees with greater length of service will be given preference in the event of a conflict of

1 dates affecting two (2) or more employees.
2

3 (b) Pre-approved vacation requests will be considered by seniority for each job classification within the
4 scheduling group. The availability of particular time frames will be determined by Management based on the
5 needs of the business. The pre-approved vacation request and approval process will be administered at a
6 minimum of once per year by seniority. The vacation selection process will be conducted in person unless the
7 employee chooses to submit their request by proxy. There will be a Shop Steward present for the bid. The
8 following schedule will be applied:
9

Deadline	Time Frame	Schedule Posted
November 30, 2010	January 9, 2011 - January 7, 2012	December 15, 2010
November 30, 2011	January 7, 2012 – January 5, 2013	December 15, 2011
November 30, 2012	January 6, 2013 - January 4, 2014	December 15, 2012

10
11 (c) Following the **annual** vacation bid, additional requests for available dates will be on a first come first
12 serve basis.
13

14 **SECTION 8. PAY RATE FOR VACATIONS**

15 Vacations will be paid at the straight-time rate but not less than the wage rate established under the Fair
16 Labor Standards Act in effect at the time the vacation is taken. All non-tipped employees with five (5) or more
17 years of service shall receive a \$1.00 per hour premium, in addition to their straight-time rate, for all vacation
18 hours paid and all tipped employees with five (5) or more years of service shall receive a \$1.00 per hour
19 premium in addition to their appropriate non-tipped rate of pay as referenced in Addendum A for all vacation
20 hours paid. Those employees in tipped classifications who have less than five (5) years of service will have
21 vacation benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.
22

23 **SECTION 9. PAY FOR UNUSED VACATION HOURS AT TERMINATION OF EMPLOYMENT**

24 (a) All regular Full Time employees who have been continuously on the payroll for nine (9) months or
25 longer and who voluntarily terminate their employment, shall receive payment for all unused vacation hours
26 earned based on the number of hours worked in accordance with the foregoing applicable formula.
27

28 (b) The employee will not lose his/her pro rata vacation allowance in the case of termination except if
29 terminated for drunkenness, dishonesty or illegal use or possession of controlled substances. Voluntary
30 terminations will be paid all earned but unused vacation, and pro rata vacation hours accrued for use in the
31 following year.
32

33 **SECTION 10. CANCELLATION OF PRE-APPROVED VACATION**

34 When it is operationally necessary to cancel a vacation which has been pre-approved by Management,
35 the employee will be reimbursed for all documented unavoidable loss incurred as a direct result of the
36 cancellation.
37

38 **ARTICLE 22 - JURY DUTY AND BEREAVEMENT LEAVE PAY**

39 **SECTION 1. JURY DUTY PAY FOR REGULAR FULL TIME EMPLOYEES**

40 All regular Full Time employees are eligible for jury duty pay.
41

42 (a) The Company will pay an employee for his/her regularly scheduled shift, while serving on jury duty,
43 provided such time shall not exceed eight (8) hours in any day or forty (40) hours in any payroll week.
44 Employees shall not be eligible to receive more than twenty (20) days of jury duty pay in any calendar year.
45 Deductions of jury duty fees will not be made unless service on the jury exceeds one (1) week.
46
47

1
2 (b) The Company reserves the right to petition the court to excuse any eligible employee from jury
3 service when such employee's services are needed by the Company because qualified replacements are not
4 available or the employee's absence would result in a hardship on the Company.
5

6 (c) Those employees in tipped classifications will have jury duty benefits paid at the appropriate non-
7 tipped rate of pay as referenced in Addendum A.
8

9 **(d) Jury Duty will be considered time worked for the purpose of computing overtime.**

10 **SECTION 2. BEREAVEMENT LEAVE PAY**

11 (a) Employees bereaved by the death of a member of their immediate family are granted time off with
12 pay for time necessary to travel to and from the funeral location and attendance at the funeral. The deceased
13 must have been a member of the immediate family household, such as spouse, qualified same sex domestic
14 partner, child (step or natural), mother, father, brother, sister, mother-in-law, father-in-law, grandparent **or**
15 **grandchild**. If a closer than normal relationship existed between the employee and a person other than those
16 named, consideration will be given toward payment of the bereavement benefit.
17
18

19 (b) Bereavement leave shall be paid up to a maximum of five (5) days. Payment will be based on the
20 employee's current rate. The relationship of the deceased and the location of the funeral must be noted on the
21 request for bereavement pay status.
22

23 (c) An employee will be entitled to receive up to three (3) days of pay for actual time lost to attend in-
24 state funerals and up to five (5) days of pay for actual time lost to attend out-of-state funerals. Additional unpaid
25 time may be granted where appropriate.
26

27 (d) An employee who is on an authorized leave of absence is not eligible for this benefit, except in the
28 case of an employee who is on a leave of absence to care for a person covered above, that employee will be
29 eligible for bereavement pay in the event of the death of that person.
30

31 (e) Those employees in tipped classifications will have bereavement leave benefits paid at the
32 appropriate non-tipped rate of pay as referenced in Addendum A.
33

34 (f) Unpaid time off, in accordance with (c) above, **may** be granted **based on business needs** for time
35 necessary to travel to and from the funeral location and attendance at the funeral of **non-immediate family**
36 **members**.
37
38

39 **ARTICLE 23 - PENSION AND WELFARE**

40 **SECTION 1. PENSION**

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

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2 Employees will be notified on an annual basis of any delinquency in their pension contribution.
3

4 (b) Retiree Health Benefits
5

6 The Walt Disney World Co. and Associated Companies' Retirement Plan ("Retirement Plan") provides
7 for health benefits for certain retired employees. Any employee with an original hire date after October 29,
8 1994, will not be eligible for Retiree Health Benefits. Any employee with a rehire date after October 29, 1994,
9 also will not be eligible for Retiree Health Benefits, except in very limited circumstances provided below.

10
11 Any employee hired prior to October 30, 1994, will be eligible for Retiree Health Benefits commencing at
12 age 65, if he/she meets the Service Criterion and retires on or after age 55. The Service Criterion is twenty (20)
13 credited years of service and 30,000 credited hours of service earned under the Retirement Plan (or under the
14 Disney Salaried Retirement Plan, The Disneyland and Associated Companies' Retirement Plan, or The Walt
15 Disney Productions and Associated Companies' Retirement Plan). In order to be eligible for Retiree Health
16 Benefits, an employee must also be at least age 55 and actually employed by the Company at the time he/she
17 terminates his/her employment with eligibility for either early or normal retirement under the Plan. The age 55
18 requirement will not apply to an employee whose termination of employment occurs on account of death or who
19 terminated employment on account of a disability, which entitles him/her to disability benefits under the Social
20 Security Act. The Retiree Health Benefits provided will be those provided on the same basis as current active
21 employees. Retiree Health Benefits will also be provided to the retiree's or deceased employee's eligible
22 dependents in accordance with the health plan's rules.
23

24 An employee who is at least age 60 prior to October 30, 1994, and completes the Service Criterion
25 thereafter, will receive his/her Retiree Health Benefits commencing at the later age of 62 or at the time he/she
26 elects to take either early or normal retirement under the Retirement Plan. An employee who met the Service
27 Criterion prior to October 30, 1994, will also receive his/her Retiree Health Benefits commencing at the later age
28 of 62 or at the time he/she elects to take either early or normal retirement under the Retirement Plan, provided
29 that such an eligible employee who is under age 60 on October 30, 1994, must terminate employment with the
30 Company before February 28, 1995. Any employee covered by this paragraph who is rehired on or after

1 February 28, 1995, and prior to his/her 55th birthday, will not be entitled to Retiree Health Benefits pursuant to
2 the provisions of this paragraph. Eligibility, if any, for the Retiree Health Benefits will be dependent upon
3 fulfilling the requirements of the second paragraph of the Section, subject to the rehire provisions of the
4 following paragraph. Any employee covered by this paragraph who is rehired on or after his/her 55th birthday
5 will remain entitled to Retiree Health Benefits, under the provisions of this paragraph upon his/her subsequent
6 retirement.

7 In general, any employee who terminates employment with the Company and is rehired on or after
8 October 30, 1994, will not be eligible for Retiree Health Benefits upon subsequent retirement. However, a rehire
9 date which occurs on or after October 30, 1994, will be ignored for purposes of the preceding rule, if the
10 employee satisfies the requirements of Subsection (1) below and the requirements of either Subsection (2) or
11 Subsection (3) below.

12 (a) The employee has completed the Service Criterion prior to his/her rehire date; and,

13 (b) The employee has reached his/her 55th birthday prior to or coincidental with his/her rehire date; or,

14 (c) The employee fulfilled all of the following conditions:

- 15 (1) The employee has only one rehire date which occurs on or after October 30, 1994, and
16 prior to his/her 55th birthday.
17 (2) The employee's period of termination of employment immediately prior to the rehire
18 date is less than 366 days.
19 (3) The employee's period of re-employment following his/her rehire date is at least 365
20 consecutive days during which he/she is credited with at least 750 Hours of Service
21 under the Retirement Plan.
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29 For purposes of the above rehire rules, an employee shall not be deemed to have a termination of
30 employment and shall not be deemed to have a rehire date that occurs on or after October 30, 1994, if the
31 employee's termination of employment is on account of a disability defined in the Retirement Plan and the
32 employee returns to employment upon recovery from the disability, or if the employee is laid-off and recalled
33 within twelve (12) months of the layoff. In such cases and for the purposes of this Section, such employee shall
34 be treated as if there was no interruption in the continuity of employment. However, a layoff in excess of twelve
35 (12) months is deemed a termination of employment as of the first day of layoff.
36

37 **SECTION 2. 401(k) PLAN CONTRIBUTIONS**

38 The Company will make available payroll deduction for voluntary participation in the Florida Multi-
39 Employer 401(k) plan.
40

41 **SECTION 3. GROUP INSURANCE**

42 (a) During the term of this Agreement, the Company will provide Group Insurance coverage and
43 Signature Plan coverage to all eligible employees, on the same basis as provided to non-bargaining unit
44 employees (including salaried employees) at the Company. It is understood that all employees in this unit who
45 participate in any Company sponsored plan(s) do so on the same basis as non-bargaining unit employees
46 (including salaried employees) generally and that, therefore, future changes in such plans which are applicable
47 to non-bargaining unit employees (including salaried employees) generally shall apply equally and automatically
48 to employees covered under this Agreement. By way of example, but not limitation, changes in such plan(s)
49 may include termination in accordance with the plan terms, substitution of, or merger with, another plan or part
50 thereof, improvements and modifications in the plan(s), creation of new plan(s), adjustment in contributions,
51 etc...; all subject to the condition that where the changes apply equally to non-bargaining unit employees
52 (including salaried employees) generally, the Company will not be obligated to bargain with the Union.
53 Entitlement to pension and group insurance benefits shall be determined exclusively by the plan terms and not
54 by arbitration under this Agreement.
55

56 (b) Effective 1/1/11 and all subsequent years, employee contribution rates for all group medical plans and
57 tiers will be the same as or less than the contribution rates set by the Company for salaried employees.
58

- Effective 1/1/11 annual employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2010 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$7.00 per week	\$5.00 per week	\$8.00 per week

- Effective 1/1/12 annual employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2011 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$8.00 per week	\$5.00 per week	\$9.00 per week

- Effective 1/1/13 annual employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2012 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$9.00 per week	\$5.00 per week	\$10.00 per week

- Effective 1/1/14 annual employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2013 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$9.00 per week	\$5.00 per week	\$11.00 per week

(c) Eligible employees shall be defined as employees whose employment status is Full Time. Eligible employee's coverage shall become effective the first day of the month following completion of ninety (90) days continuous service.

SECTION 4. SICK LEAVE

(a) Regular Full Time employees shall receive sick leave based on the number of hours (straight time and overtime hours exclusive of the overtime premium) up to a maximum of 1800 hours worked from the date of hire to the end of the calendar year in which hired and for each succeeding calendar year thereafter. Sick leave earned in the first calendar year of service may not be used until nine (9) months of continuous service have elapsed from the date of hire and in no event prior to the beginning of the calendar year following the year in which employed. With reasonable notice, regular Full Time employees may request the use of six (6) days sick leave per calendar year as personal leave days. Requests will be granted consistent with operational requirements.

(b) The following formula shall apply for the accumulation of paid sick leave hours each calendar year:

<u>Calendar year hours worked</u>	<u>Earned sick leave hours</u>
1800	48
1500	40
1200	32
900	24
600	16
300	8

The maximum amount of sick leave that may be earned in one (1) calendar year is forty-eight (48) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of an automatic payout at the end of the calendar year. Accrued available sick leave in excess of ninety-six (96) hours will be paid upon the request of an eligible employee. Requests for payment will be accepted on an annual basis (by calendar year). Amounts paid are subject to all required withholdings. At the beginning of each calendar year, after an employee has completed

1 the eligibility requirement, sick leave shall be made available for his/her use during that calendar year based on
2 the above-noted hour formula in the prior calendar year. Sick leave shall be paid at the rate of pay in effect at
3 the time sick leave is requested by the employee. In order to be paid sick leave, the employee must file a
4 request for payment on the appropriate form and submit the form to his/her supervisor. This must be done
5 within three (3) days after the employee returns to work. In the event that three (3) or more consecutive
6 scheduled shifts of sick leave are applied for, the Company may request a written statement from a physician
7 certifying as to the nature and length of employee's illness. However, the Company may require proof of illness
8 in any case if desired and an employee not furnishing such proof will not be entitled to sick leave pay.
9 Employees will not be entitled to sick leave during vacation or on days on which they are not scheduled to work.
10 In the event the employee incurs a non-occupational illness while at work and is released from the completion of
11 his/her scheduled shift by the Medical Department, the employee may apply for sick leave covering the
12 unworked balance of that shift in amounts of one (1) hour. An employee who reports for work after the start of
13 his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period
14 between the start of his/her scheduled shift and the time the employee actually started to work.

15
16 (c) Employees who voluntarily terminate and who do not fall in the categories of drunkenness,
17 dishonesty, or illegal use or possession of controlled substances will be paid 100% of earned sick leave and
18 one-half of accrued sick leave. Terminations for the three categories listed above will be paid 50% of all earned
19 and none of the accrued.

20
21 (d) Those employees in tipped classifications will have sick leave benefits paid at the appropriate non-
22 tipped rate of pay as referenced in Addendum A.

23 24 25 **ARTICLE 24 - COSTUMES, UNIFORMS, AND PERSONAL APPEARANCE**

26 27 **SECTION 1. COSTUMES AND WORK UNIFORMS**

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

31 32 **SECTION 2. SAFETY AND SANITARY CLOTHING AND EQUIPMENT**

33 Where the Company, for safety purposes, requires the use of protective clothing, shoes, or other safety
34 devices, other than hair nets and headbands, they will be furnished without cost to the employees. The Union
35 agrees to require regular Full Time employees in those classifications listed in Addendum A to use the devices
36 furnished.

37 38 **SECTION 3. LAUNDRY AND CLEANING OF CLOTHING PAID BY COMPANY**

39 The cost of cleaning or laundering the clothing furnished under this Article shall be paid by the
40 Company. Such clothing and other equipment will at all times remain the property of the Company and the
41 employee who is issued any of these items will be fully responsible for seeing that they are properly cared for.

42 43 **SECTION 4. PENALTY FOR LOST CLOTHING OR MISUSE OF CLOTHING AND LOST LOCKER 44 KEYS**

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

51 52 **SECTION 5. PERSONAL APPEARANCE RULES SET FORTH IN WRITING**

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

57 58 **SECTION 6. FURNISHED CLOTHING NOT TO BE WORN OFF WALT DISNEY WORLD**

1 **PREMISES**

2 Company-furnished clothing is not to be worn off Walt Disney World Resort premises outside of
3 employee's working hours without permission.
4

5 **SECTION 7. UNION INSIGNIA**

6 Employees will be permitted to wear a single pin, mutually agreed upon by the Company and Union,
7 supporting the Service Trades Council Union in non-public areas of the Walt Disney World Resort provided that
8 the pin is no larger than a quarter in size. Employees must remove the pin for scheduled tours in such areas.
9

10 **ARTICLE 25 - SAFETY AND HEALTH**

11 **SECTION 1. COMPANY RESPONSIBILITY**

12 The Company will continue to make reasonable provisions for the safety and health of its employees
13 during the hours of their employment. The Company agrees that it will furnish and maintain sanitary toilet
14 facilities, washrooms, lockers and changing quarters for all employees covered by this Agreement.
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18 **SECTION 2. EMPLOYEE RESPONSIBILITY**

19 All employees shall obey the Company's safety and health rules.
20
21

22 **SECTION 3. COMPANY - UNION COOPERATION**

23 (a) The Company and the Union shall cooperate to further the goal of maintaining safe and sanitary
24 working conditions. The Company may hold safety meetings with required attendance by every employee
25 covered by this Agreement, on work time, as a means of improving safety and educating employees in safe
26 practices. A Union Representative may attend such meetings.
27

28 (b) The Company and the Union recognize the importance of a safe and violence free work
29 environment. In this regard, both parties agree to work cooperatively to prevent and address potential work
30 place violence issues.
31

32 **SECTION 4. EXAMINATIONS**

33 (a) The Company and the Union acknowledge that the provisions of the Americans with Disabilities Act,
34 as well as parallel state legislation, apply to employees working under this Agreement. In this regard, the
35 Company and the Union commit to meet to resolve potential conflicts between the Americans with Disabilities
36 Act and the Agreement.
37

38 (b) Applicants for employment with the Company may be required to undertake a post-offer,
39 conditional-employment medical examination. Examinations will be conducted by a licensed physician
40 designated and paid for by the Company.
41

42 (c) Employees may be required by the Company to submit to a medical or psychological examination at
43 the Company's expense in the following situations:
44

45 (1) When the Company needs to determine whether an employee is able to perform the
46 essential functions of a position with or without accommodation and/or whether the employee
47 can perform the essential functions of a position, with or without reasonable accommodation,
48 without directly threatening his/her health or safety or that of others;
49

50 (2) When the Company concludes that it must determine whether reasonable accommodation
51 is required or where an employee has requested accommodation, including the nature and
52 extent of such accommodation;
53

54 (3) When the Company concludes it must acquire medical advice to determine whether a local,
55 state, or federal health or safety standard can be satisfied;
56

57 (4) When the Company is obligated by law to assess, monitor and/or maintain a record of an

1 employee's health status.
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4 (d) Pursuant to Section 2 above, the Company reserves the right to require an employee to undergo an
5 examination by a licensed physician or certified health care provider designated by the Company at the
6 Company's request. If the employee disagrees with the medical opinion of the Company-designated physician
7 or certified health care provider, the employee may select, at his/her expense, a physician or appropriate
8 certified health care provider to conduct the Company-required medical or psychological examination. The
9 results of that examination must be submitted to the Company-designated physician for concurrence. In the
10 event the two (2) physicians cannot agree, the Company and the employee shall select a third physician from a
11 panel of three (3) physicians supplied by the Company. The cost of the third physician will be paid by the
12 Company.
13

14 (e) Employees whom the Company determines are not able to perform the essential functions of a
15 position, with or without reasonable accommodation, or who pose a direct threat that cannot be reasonably
16 accommodated will be considered for reassignment to vacant positions for which they meet the minimum
17 qualifications. The Company shall not be required to create "light duty" positions for permanently disabled
18 employees. In those instances where reassignment or other reasonable accommodation is not available, the
19 employee may be terminated or placed on an appropriate leave of absence.
20

21 (f) Employees enrolled in the Limited Work Program shall continue to be covered by the provisions of
22 this Agreement.
23

24 (g) An employee's rights to disability, workers' compensation, or other benefits which are administered
25 independently of this Agreement shall be determined exclusively by the plan terms and laws governing those
26 benefits and not by arbitration under this Agreement.
27

28 **SECTION 5. UNION/MANAGEMENT SAFETY COMMITTEE**

29 A joint safety committee comprised of hourly and Management representatives will be formed in each
30 resort property and each theme park division. The number of representatives may vary by area but will consist
31 of at least four (4) representatives. The Union and the Company will each select fifty percent (50%) of the
32 committee. The Company selections shall include at least one (1) Management representative. All hourly
33 representatives shall be selected from a sign-up list posted in the affected work areas. The Company and the
34 Union shall each designate a Co-chair for the committee. Upon formation, each committee will establish
35 individual committee procedures and meeting schedules.
36

37 The role of the committee will be the following:

38 (a) Evaluation of health and safety issues through means such as, but not limited to, examination of
39 records, inspections, and employee interviews;

40 (b) To identify additional or improved health and safety training needs;

41 (c) To meet with and make recommendations to the G.M./Director with operational responsibility for the
42 area in question regarding (a) and (b) above.
43

44 The Company will provide four (4) hours of paid training per year for each committee representative and an
45 additional eight (8) hours for the Union Co-chair. Such training will be mutually agreed upon by the Company
46 and the Union.
47

48 **SECTION 6. IMMINENT DANGER**

49 No employee shall be compelled to perform work or operate equipment that poses an imminent danger
50 to life or serious physical harm to himself/herself.
51
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53 **ARTICLE 26 - WORK BY SUPERVISORS**

54 It is recognized that the duties of a supervisor are, as the designation implies, largely of a supervisory
55

1 nature. Accordingly, supervisors shall not perform work such as that performed by the employees as herein
2 defined, except:

- 3
- 4 (a) For emergency purposes.
- 5 (b) In the instruction and training of employees or supervisors.
- 6 (c) Work of an experimental nature.
- 7 (d) Testing materials and production.
- 8 (e) Start-up and closing-down of operations.
- 9 (f) To protect Company property and/or to ensure the safety of guests and/or employees.
- 10 (g) To provide uninterrupted services in order to ensure a positive guest and/or employee experience.

11 Work by supervisors as described by the provisions of this Article is not intended as a means by which the
12 Company may eliminate any bargaining unit position(s) or shift(s). In the event the Union believes that the
13 provisions of this Article have been violated, the Union may request an immediate meeting to resolve the matter
14 with the appropriate representative of Management and the Labor Relations **Executive or their designee**. All
15 grievances arising over an alleged violation shall be subject to the provision of Article 19 – Grievance
16 Procedure.

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21 **ARTICLE 27 - EMERGENCY WORK AND RUNNING REPAIRS**
22 **BY EMPLOYEES**

23
24 **SECTION 1. EMERGENCY WORK**

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

27
28 **SECTION 2. RUNNING REPAIRS**

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

34
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36 **ARTICLE 28 - BULLETIN BOARDS**

37
38 The Company shall provide bulletin boards in all areas which are frequented by employees for the
39 posting of official Union notices and a list thereof. The minimum size of the bulletin board will be 2' high by 3'
40 wide for single bulletin boards and 3' high by 4' wide for double boards. The board shall be covered with glass
41 and under lock and free of obstructions. A master key shall remain in the possession of a Department Head
42 with copies provided to each affiliate Union of the Service Trades Council. These boards shall be used for the
43 display of the following notices: Union meetings, Union appointments, Union elections and official Union social
44 affairs and any Company-issued information. The Union agrees not to post material of a derogatory nature
45 regarding the Company or its personnel. It is agreed that no Union matter of any kind shall be posted in and
46 about the premises of Walt Disney World Resort except on said Boards. It is agreed by the Union and
47 Management that it is the responsibility of each employee to be knowledgeable of notices posted. All such
48 Union notices shall bear a posting and a removal date.

49
50
51 **ARTICLE 29 - SUBCONTRACTING**

52
53 During the term of this Agreement, the Company agrees that it will not subcontract work for the purpose
54 of evading its obligations under this Agreement. However, it is understood and agreed that the Company shall
55 have the right to subcontract in the following instances and will give notice of such subcontracting to the Union

1 when possible:
2

3 (a) Where some work is required to be sublet to maintain a legitimate manufacturer's warranty; or

4 (b) Where the subcontracting of work will not result in the termination or layoff, or the failure to recall
5 from layoff, any regular Full Time employee qualified and classified to do the work; or

6 (c) Where the employees of the Company lack the skills or qualifications or the Company does not
7 possess the requisite equipment for carrying out the work; or where

8
9 (d) Because of size, complexity or time of completion, it is impractical or uneconomical to do the work
10 with Company equipment and personnel.

11 12 **ARTICLE 30 - INTERPRETATION**

13 The parties hereto may interpret, alter or amend this Agreement by mutual action in writing, and no
14 individual employee shall have cause to complain therefore, it being understood that any interpretation or
15 arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether
16 such action be prospective or retroactive.
17
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20 **ARTICLE 31 - SEVERABILITY**

21 It is not the intent of either party hereto to violate any laws or any rulings or regulations of any
22 governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties
23 hereto agree that in the event any provisions of this Agreement is held or constituted to be void as being in
24 contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall
25 remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining
26 portion of this Agreement.
27
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30 **ARTICLE 32 – ALCOHOL and DRUG ABUSE POLICY**

31 For purposes of this Agreement, the terms "drug" or "drug tests" shall include both drugs and alcohol, as
32 appropriate. The Employer and the Union recognize that many areas of the Employer's operations involve
33 hazardous work with the potential for personal injury or property damage and that all areas involve directly or
34 indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the
35 protection and benefit of the general public, its customers and its employees. As part of its effort to achieve that
36 goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled
37 substances and/or alcohol as follows:
38
39

40 **SECTION 1.** The Company recognizes that employees have a right to privacy and that any adverse
41 action taken against any employee for off-duty conduct shall take into account the employee's right to privacy
42 and the impact of the employee's conduct on his/her job performance, the Company's reputation, or the public's
43 perception of the Company's contract performance. Any disciplinary action for such drug-related conduct will be
44 subject to the grievance procedure. With respect to any alleged off-duty related conduct, the arbitrator will be
45 specifically instructed to balance the employee's right to privacy in his/her off-duty time with other legitimate job-
46 related concerns in weighing the contractual propriety of disciplinary action.
47

48 **SECTION 2.** Bargaining unit employees will be subject to drug and alcohol testing under the following
49 circumstances:
50

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

1 For purposes of this Agreement, the terms "employee" or "bargaining unit employee"
2 includes not only persons employed in positions covered by the Service Trades Council
3 Union, collective bargaining agreement, but also persons being recalled into such positions.

4 (b) As part of a post-accident investigation in cases where:

- 5 1. The individual(s) subject to testing is directly linked to the accident.
- 6 2. The accident resulted in death, injury requiring medical treatment other than basic
7 first aid, or property damage estimated to exceed \$4,500.00.

8
9 Testing associated with an accident will take place as soon as possible, under the
10 circumstances.

11 (c) A government agency duly concerned with Walt Disney World Co. (e.g., Department of
12 Transportation, etc.) advises the Company that employees in specified classifications will
13 be required to undergo job certification physical examinations, including drug tests as a
14 condition of future employment. In such instances, the Union shall be given immediate
15 notice of any such requirement or proposed requirement. Such testing shall be conducted
16 in accordance with the government regulations and the procedures established by this
17 Agreement and shall not commence until the Union and the Company have had a
18 reasonable opportunity to discuss the impact of the government directive.

19 (d) Random testing as part of follow-up to rehabilitation and only for a reasonable period of
20 time after rehabilitation supervised by the Company's Employee Assistance Program,
21 or any successor thereto, not to exceed one year.

22
23 (e) A random drug/alcohol testing program may be implemented for certain positions within this
24 Agreement. If such a decision is made the Company will meet and agree with the affected
25 individual Union affiliate regarding the positions subject to random drug/alcohol testing, the date
26 of implementation and the logistics of the program. Employees transferring into any such position
27 will be subject to drug testing prior to transfer. Such positions that are deemed to be subject to a
28 random drug/alcohol testing pool will include testing of the same substances and at the same
29 levels described in Section 9 below.

30
31 (f) Employees transferring into positions for which the Company requires pre-employment testing will be
32 subject to such testing prior to transfer.

33
34 **SECTION 3.** An employee will not be tested under Section 2(a) above unless his/her actions and/or
35 conduct or other related circumstances provide an objective reasonable basis to believe that the employee may
36 have ingested drugs or alcohol and/or is suffering from impairment that will in some way adversely affect his/her
37 alertness, coordination, reaction, response, safety, or the safety of others, while on duty or on Company
38 property. Where possible, this shall be discussed with the Union Shop Steward. Such observation will be
39 confirmed by another member of supervision wherever possible and will be documented. Employees will not be
40 subject to such testing without the express consent of a senior member of Management different from the
41 observation supervisor, and prior notification to and consent of Labor Relations.

42
43 **SECTION 4.** Any employee directed for testing shall be advised of his/her right to the presence of a
44 Shop Steward before any pre-test meetings with Management. Provided a Shop Steward has been requested
45 and is available, no specimen will be collected until the Shop Steward can discuss the matter with Management.
46 The Union agrees that the procedures described in Sections 3 and 4 shall not operate in a manner that will
47 impede timely collection of a biological specimen. Refusal to provide a biological specimen will result in
48 immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

49
50 **SECTION 5.** Any employee who tests negative to any drug test under this Agreement (other than
51 follow-up testing to rehabilitation) shall be compensated for all lost time, at the appropriate wage rate. Time lost
52 under such circumstances shall be treated as time worked for purposes of premium eligibility.

53
54 **SECTION 6.** Specimen collection for a drug test will be accomplished in a manner compatible with
55 employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case,

1 the Company will not observe specimen production, but the Union agrees that specimen production may be
2 closely monitored in those cases where the Company has a specific objective reason to believe that the
3 employee may attempt to contaminate a test specimen. Any evidence of any form of tampering, altering, or
4 diluting of a specimen will result in discharge.
5

6 **SECTION 7.** Test specimens shall be sent only to laboratory facilities certified by an appropriate federal
7 or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a
8 forensically acceptable chain of custody. It will be the burden of the Company to establish, in any case arising
9 from a positive test result, that the appropriate chain of custody has been maintained.
10

11 If a dispute should arise over the selection of drug test laboratories, such dispute shall be resolved by
12 arbitration. The laboratory(s) selected must, upon request, identify the drugs tested for, the methods used, the
13 manufacturers of the test, the analytical limits and levels used, the methods of reporting results and the chain of
14 custody procedures used to produce forensically acceptable test results. To be qualified under this section, the
15 laboratory must participate in a program of "blind proficiency" testing where they analyze samples sent by an
16 independent party.
17

18 **SECTION 8.** The drug test will be performed utilizing urinalysis to screen for the following substances:
19

20 Amphetamines	20 Marijuana	20 Phencyclidine
21 Cocaine	21 Opiates	

22
23 The initial test shall use an immunoassay that meets the requirements of the Food and Drug
24 Administration for Commercial Distribution. All specimens identified as positive in the initial test will be
25 confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically
26 acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical
27 Review Officer prior to release to the Company. The Medical Review Officer, upon written request from the
28 employee, will report test results to the Union Business Agent. The Union agrees that Florida Hospital Centra
29 Care is an acceptable Medical Review Officer but reserves the right to withhold approval of Florida Hospital
30 Centra Care with adequate notice in the event that Florida Hospital Centra Care status should change in the
31 future.
32

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

37 In the event that the Company elects to utilize tests other than the EMIT screen or the GC/MS
38 Confirmation, the Company will give the Union written notice of the test methodology used and the threshold
39 levels employed. Positive thresholds for any other test methodologies will be reviewed with the Union before
40 they are applied. Any dispute over the acceptability of such alternative test methodologies or the positive test
41 threshold to be applied shall be resolved by arbitration. It will be the burden of the Company to establish the
42 acceptability of the test and the reasonableness of the threshold.
43

44 **SECTION 10.** The laboratory shall preserve a sufficient aliquot specimen as to permit independent
45 confirmatory testing by the employee and follow-up re-analysis at the request of the Union or the employer. Any
46 re-analysis performed will be done on the original sample provided. The Medical Review Officer shall endeavor
47 to notify the employer and the employee of positive test results within five (5) working days after receipt of the
48 specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of
49 positive test result. Additionally or as an alternative, the employee may have the sample tested at a certified
50 laboratory of his/her choice. Should this test result be negative, the test results will be considered negative.
51

52 **SECTION 11.** Initial tests and re-analysis requested by the Company will be paid by the Company;
53 costs of re-analysis for reconciliation will be split between the employee and the Company. In the event the
54 initial test is proven to be a false positive the employee shall be reimbursed for cost of test procedures paid for
55 by the employee.
56

57 **SECTION 12.** The drug test laboratory and the specimen collection facility must establish and maintain
58 a forensically acceptable chain of custody. It will be the burden of the Company to establish, in any case arising

1 from a positive test result, that the appropriate chain of custody has been maintained.
2

3 **SECTION 13.** Where employees are required under this policy to submit blood samples for alcohol
4 testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will
5 use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of
6 professional care and scientifically accepted standards and procedures in the collection and testing of blood
7 samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this
8 policy if a test reveals the presence of alcohol at a level of .08% or more by weight, it shall be presumed that
9 the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight,
10 but less than .08%, the results of the test will be considered along with all other relevant information (e.g.
11 employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy.
12 If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is
13 not under the influence of alcohol in violation of this policy. The presumption regarding the presence of alcohol
14 of less than .05% by weight is rebuttable based on consideration of all other relevant information (e.g.,
15 employee conduct, speech, performance, etc.). The Company bears the burden of proof in rebutting such
16 presumption. In the event an employee objects to alcohol testing by blood sample, the Company will test the
17 employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.
18

19 The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and
20 which is operated by a certified technician, shall be conclusive proof of the accuracy of the results.
21

22 Furthermore, the Company reserves the right to abandon blood samples in favor of the alcohol breath
23 analyzer referenced above.
24

25 **SECTION 14.** Any employee who has a confirmed positive test will be required to participate in the
26 Employee Assistance Program (EAP). Failure to seek and receive EAP assistance or failure to abide by the
27 terms and conditions or prescribed treatment will be grounds for discharge. If an employee is subject to
28 disciplinary action under existing practices, the use of substances shall not be a defense to circumvent existing
29 practices or to avoid disciplinary action. Participation in the EAP shall be taken into account in considering
30 appropriate disciplinary action. No employee shall be discharged as a result of a positive drug or alcohol test
31 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
32 which will be covered by Company-provided health insurance to the extent required by the plan terms. In
33 instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation through the
34 EAP for substances on the same basis as it is granted for other medical conditions.
35

36 **SECTION 15.** Test results shall be communicated by the Medical Review Officer, or the designated
37 Company representative. The Company shall be responsible for maintaining confidentiality of test records and
38 test results will be communicated to job site Management strictly on a "need to know" basis. Employee drug
39 test records shall not be released outside the Walt Disney World Co. medical department unless required by
40 administrative action initiated by the employee or the Union. The employee shall be entitled to written
41 notification of positive drug test results. Copies of such reports will be provided to the Union when authorized in
42 writing by the affected employee.
43

44 **SECTION 16.** Except in the case of a positive random test after referral to the EAP which shall be
45 conclusive proof of just cause for termination, when and if it becomes necessary to impose discipline for drug-
46 related conduct or job performance, discipline will be judged by the contractual just cause standard and will be
47 subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds written consent
48 as to particular documents personal to him, the Company agrees to provide the Union, in advance, with
49 whatever documentation or information the Union reasonably requires to process the grievance and/or
50 arbitration. By establishing this policy, neither the Company nor the Union waives any legal rights. The parties
51 agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating
52 to drug testing.
53

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

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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 33 - TERM OF AGREEMENT

SECTION 1. TERM

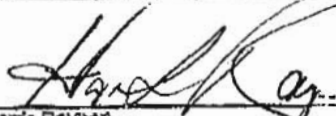
This Agreement and any further amendment or supplement hereto shall be in full force and effect from October 3, 2010 through March 29, 2014, and from year to year thereafter, subject to the right of either party to terminate the same at the anniversary of March 29 following March 29, 2014 upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination.

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 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.

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

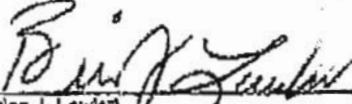
FOR THE SERVICE TRADES COUNCIL UNION:



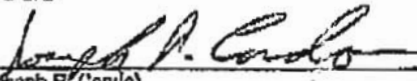
(Harry Raynor)
Service Trades Council Union President
Local 737



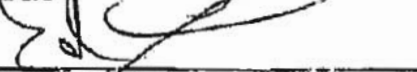
(Donna-Lynne Dalton)
Service Trades Council Union Secretary-Treasurer
International Brotherhood of Teamsters, Local 385



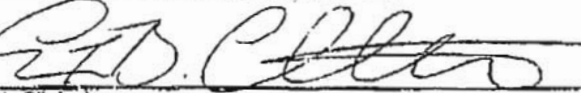
(Brian J. Lewin)
Service Trades Council Union Vice President
International Alliance of Theatrical Stage Employees, Local 631
AFL-CIO



(Joseph P. Condo)
Service Trades Council Union Vice President
Transportation Communications International Union, Local 1808
AFL-CIO



(Edward K. Chambers)
Service Trades Council Union Vice President
United Food & Commercial Workers, Local 1825



(Eric Clinton)
Service Trades Council Union Vice President
UNITE HERE! Local 382

77

FOR THE AFFILIATED SERVICE TRADES COUNCIL UNIONS:

Local 737

Cher Wells – President
Shelley Patton – Vice President
Rebecca Smith McCartney – Recording Secretary
Tracy Pevehouse – Business Agent
Arcine Rasberry – Florida District Director

International Brotherhood of Teamsters, Local 385

Mike Stapleton – President
Donna-Lynne Dalton – Recording Secretary/Business Agent
Walt Howard – Business Agent
Shawn Britton – Steward
Zizzy Caceres-Agostini – Steward
Andrew Carroll – Steward
Jeff Clayton – Steward
Tom DiSpirito – Steward
Donnita Coleman-DuBell – Steward
John Dodson – Steward
Nancy Garrett – Steward
Robert Harris – Steward
William Horne – Steward
Linda Jones – Steward
Michelle Langton – Steward
Melanie Mason-Sherrod – Steward
Betty Price – Steward
Justin Wade – Steward

UNITE HERE! Local 362, AFL-CIO

Eric Clinton – President
Jeremy Yassen – Lead Organizer
Isaac V. Cropp III – Artist, Disney's Hollywood Studios
Kim Hanley – Custodial, Disney's Animal Kingdom
Travis Joyner – Attraction, Disney's Animal Kingdom
Jim Mykins – Custodial, Downtown Disney

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

Brian J. Lawlor – International VP
Ben Adams – International Representative
Mike LaNinfa – Business Agent

United Food & Commercial Workers, Local 1625

Ed Chambers – President
Juleeann Jerkovich – Secretary-Treasurer

Transportation Communications International Union Local 1908, AFL-CIO

Joe Condo – International VP
Randall S. Sluder – International Field Representative
Gary Lamboy – International Field Representative
Ben Ramirez – International Field Representative

UNITE HERE! Local 737

Wendi Walsh – Trustee

FOR THE COMPANY:

(J. Robbin Almand)
Director
Walt Disney World Labor Relations

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

J. Robbin Almand

Bill Pace

Bill Thompson

Cheryl Noel

Christie Sutherland

Dan Cockerell

David Hunter

Jayne Kornick

JC Goldman

Jim Vendur

Joe Cooper

Leslie Miller

Keith Bradford

Kevin Myers

Maribeth Bisienere

Mark Larson

Michael Deutsch

Phil Holmes

Rilous Carter

Samuel Lau

Sue Davis

Sylvie Constantin

Tim Sypko

Torrey Bielick

Zonia K. Wynns

Addendum A

Non-Tipped Classifications

Job Title	Eff 4/3/2011 ⁶		Eff 4/1/2012 ⁶		Eff 3/31/2013 ⁶	
	Min	Max	Min	Max	Min	Max
ACADEMY ARTIST	\$8.65	\$13.87	\$8.80	\$14.19	\$9.00	\$14.55
ATTRACTION H/H	\$7.80	\$12.83	\$7.95	\$13.23	\$8.15	\$13.57
ATTRACTION H/H KSR ¹	\$8.80	\$13.83	\$8.95	\$14.23	\$9.15	\$14.57
BANQUET FACILITY HIGH RATE OVERRIDE	\$8.70	\$13.95	\$8.85	\$14.27	\$9.05	\$14.63
BOUTIQUE HOSTESS	\$8.95	\$13.34	\$9.15	\$13.65	\$9.40	\$14.00
BUS DRIVER	\$10.70	\$16.15	\$10.90	\$16.59	\$11.15	\$17.11
CHARACTER ATTENDANT	\$7.85	\$12.95	\$8.00	\$13.25	\$8.20	\$13.59
CHARACTER CAPTAIN	\$10.50	\$15.25	\$10.70	\$15.60	\$10.95	\$15.99
CHARACTER PERFORMER	\$9.15	\$13.65	\$9.35	\$13.96	\$9.60	\$14.31
CHEF ASSISTANT	\$11.90	\$16.81	\$12.15	\$17.19	\$12.45	\$17.62
CHEF ASSISTANT BANQUETS ¹	\$12.40	\$17.31	\$12.65	\$17.69	\$12.95	\$18.12
CHEF ASSISTANT PASTRY/BAKERY	\$11.90	\$16.81	\$12.15	\$17.19	\$12.45	\$17.62
CHEF ASSISTANT SIGNATURE RESTAURANT ¹	\$12.40	\$17.31	\$12.65	\$17.69	\$12.95	\$18.12
CHILDREN ACTIVITIES H/H	\$7.80	\$13.21	\$7.95	\$13.51	\$8.15	\$13.85
CONSTRUCTION SEWING SPECIALIST 1	\$8.80	\$14.07	\$9.00	\$14.39	\$9.25	\$14.75
CONSTRUCTION SEWING SPECIALIST 2	\$8.65	\$13.87	\$8.80	\$14.19	\$9.00	\$14.55
CONSTRUCTION SEWING SPECIALIST 3	\$8.20	\$13.34	\$8.35	\$13.65	\$8.55	\$14.00
CONSTRUCTION SUPPORT SPECIALIST	\$9.55	\$15.00	\$9.75	\$15.34	\$10.00	\$15.73
CONVENTION GUIDE	\$8.05	\$12.83	\$8.20	\$13.12	\$8.40	\$13.45
COOK 1	\$10.95	\$15.51	\$11.15	\$15.86	\$11.45	\$16.26
COOK 1 PASTRY/BAKERY	\$10.95	\$15.51	\$11.15	\$15.86	\$11.45	\$16.26
COOK 2	\$8.95	\$13.87	\$9.15	\$14.19	\$9.40	\$14.55
COOK 2 PASTRY/BAKERY	\$8.95	\$13.87	\$9.15	\$14.19	\$9.40	\$14.55
COSMETOLOGIST	\$10.90	\$16.69	\$11.10	\$17.07	\$11.40	\$17.50
COSTUME ASSISTANT 1	\$8.80	\$14.07	\$9.00	\$14.39	\$9.25	\$14.75
COSTUME ASSISTANT 2	\$8.65	\$13.87	\$8.80	\$14.19	\$9.00	\$14.55
COSTUME ASSISTANT 3	\$8.20	\$13.34	\$8.35	\$13.65	\$8.55	\$14.00
COSTUME CAM SPECIALIST 1	\$14.90	\$21.61	\$15.20	\$22.10	\$15.60	\$22.66
COSTUME CAM SPECIALIST 2	\$12.00	\$17.96	\$12.25	\$18.37	\$12.55	\$18.83
COSTUME H/H	\$7.55	\$12.83	\$7.70	\$13.12	\$7.90	\$13.45
COSTUME SPECIALIST	\$7.80	\$13.21	\$7.95	\$13.51	\$8.15	\$13.85
COSTUME SPECIALIST SR	\$8.00	\$13.46	\$8.15	\$13.77	\$8.35	\$14.12
COSTUMING FIRST HAND 1	\$14.90	\$21.61	\$15.20	\$22.10	\$15.60	\$22.66
COSTUMING FIRST HAND 2	\$12.00	\$17.96	\$12.25	\$18.37	\$12.55	\$18.83
COT 1 CHEF ASSISTANT	\$13.20	\$18.53	\$13.45	\$18.95	\$13.80	\$19.43
COT 2 BUS DRIVER	\$12.10	\$17.37	\$12.35	\$17.77	\$12.65	\$18.22
COT 3 LIFEGUARD/MONORAIL/WATERCRAFT	\$10.85	\$16.05	\$11.05	\$16.42	\$11.35	\$16.84
COT 4	\$10.40	\$15.57	\$10.60	\$15.93	\$10.85	\$16.33
CUSTODIAL CAMPGROUND H/H ¹	\$8.35	\$13.38	\$8.60	\$13.77	\$8.80	\$14.10
CUSTODIAL H/H	\$7.80	\$12.83	\$7.95	\$13.12	\$8.15	\$13.45
CUSTODIAL H/H TCU	\$7.80	\$12.83	\$7.95	\$13.12	\$8.15	\$13.45
CUSTODIAL UTILITY H/H TCU ¹	\$8.10	\$13.13	\$8.35	\$13.52	\$8.55	\$13.85
CUSTODIAL UTILITY H/H ¹	\$8.10	\$13.13	\$8.35	\$13.52	\$8.55	\$13.85
CUSTODIAL WATER TANK/TRASH TRUCK ¹	\$10.10	\$15.29	\$10.30	\$15.64	\$10.55	\$16.04
DATA MAINTENANCE ¹	\$8.80	\$14.08	\$8.95	\$14.37	\$9.15	\$14.70
DATA MAINTENANCE FLORAL ¹	\$8.85	\$14.20	\$9.00	\$14.50	\$9.20	\$14.84

Addendum A

Non-Tipped Classifications

Job Title	Eff 4/3/2011 ⁶		Eff 4/1/2012 ⁶		Eff 3/31/2013 ⁶	
	Min	Max	Min	Max	Min	Max
ENTERTAINMENT TECH 1	\$14.10	\$20.60	\$14.40	\$21.07	\$14.75	\$21.60
ENTERTAINMENT TECH 2	\$12.35	\$18.65	\$12.60	\$19.07	\$12.90	\$19.55
ENTERTAINMENT TECH 3	\$11.00	\$17.05	\$11.20	\$17.44	\$11.50	\$17.88
ENTERTAINMENT TECH 4	\$9.70	\$15.34	\$9.90	\$15.69	\$10.15	\$16.09
ENTERTAINMENT TECH RIGGER ¹	\$17.10	\$23.60	\$17.40	\$24.07	\$17.75	\$24.60
ENVIRONMENTAL RECYCLING H/H ¹	\$9.30	\$14.33	\$9.45	\$14.62	\$9.65	\$14.95
FISHING GUIDE H/H	\$7.80	\$12.83	\$7.95	\$13.12	\$8.15	\$13.45
FLORAL DESIGNER 1	\$9.85	\$15.34	\$10.05	\$15.69	\$10.30	\$16.09
FLORAL DESIGNER 2	\$8.30	\$13.46	\$8.45	\$13.77	\$8.65	\$14.12
FLORAL H/H	\$7.60	\$12.95	\$7.75	\$13.25	\$7.95	\$13.59
FLORAL SALES H/H	\$8.00	\$13.38	\$8.15	\$13.69	\$8.35	\$14.04
FOOD & BEV H/H	\$8.05	\$12.83	\$8.20	\$13.12	\$8.40	\$13.45
FOOD & BEV STEWARD	\$7.80	\$12.83	\$8.00	\$13.17	\$8.20	\$13.50
FOOD HANDLER	\$8.70	\$13.91	\$8.85	\$14.23	\$9.05	\$14.59
FOOD SERVICE QSR H/H	\$8.05	\$13.34	\$8.20	\$13.65	\$8.40	\$14.00
FRIENDSHIP/SASSAGOULA H/H 1	\$7.55	\$12.83	\$8.10	\$13.53	\$8.50	\$14.08
FRIENDSHIP/SASSAGOULA H/H 2 ²	\$8.65	\$13.87	\$9.25	\$14.60	\$9.70	\$15.17
GARMENT CUTTER 1	\$9.55	\$15.00	\$9.75	\$15.34	\$10.00	\$15.73
GARMENT CUTTER 2	\$8.65	\$13.87	\$8.80	\$14.19	\$9.00	\$14.55
HAIR & MAKEUP ASSOCIATE	\$9.85	\$15.34	\$10.05	\$15.69	\$10.30	\$16.09
HAT SPECIALIST 1	\$9.10	\$14.46	\$9.30	\$14.79	\$9.55	\$15.16
HAT SPECIALIST 2	\$8.65	\$13.87	\$8.80	\$14.19	\$9.00	\$14.55
INNOVENTIONS PRESENTER H/H ¹	\$8.80	\$13.83	\$8.95	\$14.23	\$9.15	\$14.57
LAUNDRY ADVANCED ASSISTANT	\$8.10	\$13.21	\$8.25	\$13.51	\$8.45	\$13.85
LAUNDRY ASSISTANT	\$7.60	\$12.95	\$7.75	\$13.25	\$7.95	\$13.59
LAUNDRY DRY CLEAN/VALET SPECIALIST	\$9.85	\$15.34	\$10.05	\$15.69	\$10.30	\$16.09
LAUNDRY DRY CLEAN/VALET/SPOTTER SPECIAL	\$11.40	\$17.33	\$11.65	\$17.72	\$11.95	\$18.17
LAUNDRY HELPER	\$7.55	\$12.83	\$7.70	\$13.12	\$7.90	\$13.45
LAUNDRY PRESSER	\$8.30	\$13.46	\$8.45	\$13.77	\$8.65	\$14.12
LAUNDRY SPECIALIST	\$8.30	\$13.46	\$8.45	\$13.77	\$8.65	\$14.12
LAUNDRY SPECIALIST SR	\$8.65	\$13.87	\$8.80	\$14.19	\$9.00	\$14.55
LAUNDRY SYSTEMS OPERATOR	\$9.30	\$14.71	\$9.50	\$15.05	\$9.75	\$15.43
LAUNDRY SYSTEMS OPERATOR SR	\$9.85	\$15.34	\$10.05	\$15.69	\$10.30	\$16.09
LAUNDRY VALET SPECIALIST	\$8.65	\$13.87	\$8.80	\$14.19	\$9.00	\$14.55
LIFEGUARD ADVANCED RESCUE PATROL	\$9.70	\$14.40	\$9.90	\$14.73	\$10.15	\$15.10
LIFEGUARD DEEP WATER	\$9.30	\$14.17	\$9.50	\$14.49	\$9.75	\$14.86
LIFEGUARD SHALLOW WATER	\$8.30	\$13.46	\$8.45	\$13.77	\$8.65	\$14.12
MILLINER	\$10.90	\$16.69	\$11.10	\$17.07	\$11.40	\$17.50
MONORAIL CENTRAL CONTROLLER	\$11.05	\$17.60	\$11.70	\$18.41	\$12.20	\$19.08
MONORAIL H/H 1	\$8.00	\$13.46	\$8.55	\$14.18	\$8.95	\$14.74
MONORAIL H/H 2 ²	\$8.35	\$13.87	\$8.95	\$14.60	\$9.40	\$15.17
MONORAIL H/H 3 ³	\$8.75	\$14.24	\$9.35	\$14.97	\$9.80	\$15.55
MONORAIL H/H 4 ⁴	\$8.90	\$14.46	\$9.50	\$15.20	\$9.95	\$15.79
OPS SEWING SPECIALIST 1	\$8.65	\$13.87	\$8.80	\$14.19	\$9.00	\$14.55
OPS SEWING SPECIALIST 2	\$8.30	\$13.46	\$8.45	\$13.77	\$8.65	\$14.12
OPS SEWING SPECIALIST 3	\$7.80	\$13.21	\$7.95	\$13.51	\$8.15	\$13.85
PARKING H/H	\$7.55	\$12.83	\$7.70	\$13.12	\$7.90	\$13.45

Addendum A

Non-Tipped Classifications

Job Title	Eff 4/3/2011 ⁶		Eff 4/1/2012 ⁶		Eff 3/31/2013 ⁶	
	Min	Max	Min	Max	Min	Max
PARTY FACILITATOR H/H	\$7.80	\$13.21	\$7.95	\$13.51	\$8.15	\$13.85
PIRATE H/H	\$8.95	\$13.34	\$9.15	\$13.65	\$9.40	\$14.00
POOL ATTENDANT	\$8.00	\$13.46	\$8.15	\$13.77	\$8.35	\$14.12
RANCH HAND	\$8.90	\$14.12	\$9.10	\$14.44	\$9.35	\$14.81
RANCH HAND HELPER	\$7.90	\$13.34	\$8.05	\$13.65	\$8.25	\$14.00
RANCH HAND SR	\$10.35	\$15.34	\$10.55	\$15.69	\$10.80	\$16.09
RECREATION H/H	\$7.80	\$12.83	\$7.95	\$13.12	\$8.15	\$13.45
RESORT BELL SERVICES DISPATCHER	\$8.35	\$12.83	\$8.50	\$13.12	\$8.70	\$13.45
RESORT CONCIERGE H/H	\$9.40	\$13.97	\$9.60	\$14.29	\$9.85	\$14.65
RESORT FRONT DESK ADVISOR ¹	\$9.90	\$14.46	\$10.35	\$15.02	\$10.85	\$15.62
RESORT GUEST SERVICE H/H	\$8.90	\$13.46	\$9.10	\$13.77	\$9.35	\$14.12
RESORT HOSPITALITY H/H	\$7.55	\$12.83	\$7.70	\$13.12	\$7.90	\$13.45
RESORT HOUSEKEEPING H/H	\$8.35	\$13.18	\$8.50	\$13.48	\$8.70	\$13.82
RESORT HOUSEKEEPING INSPECTOR ¹	\$9.35	\$14.18	\$9.50	\$14.48	\$9.70	\$14.82
RESORT HOUSEPERSON	\$8.05	\$13.18	\$8.20	\$13.48	\$8.40	\$13.82
RESORT THEMED DOORMAN	\$7.55	\$12.83	\$7.70	\$13.12	\$7.90	\$13.45
SALES H/H	\$7.55	\$12.83	\$7.70	\$13.12	\$7.90	\$13.45
SALES H/H PERSONALIZATION ¹	\$8.05	\$13.33	\$8.20	\$13.62	\$8.40	\$13.95
SLIDE OPERATOR	\$7.80	\$12.83	\$7.95	\$13.23	\$8.15	\$13.57
VACATION GREETER	\$7.55	\$12.83	\$7.70	\$13.12	\$7.90	\$13.45
VACATION PLANNER	\$8.50	\$13.65	\$8.65	\$13.96	\$8.85	\$14.31
VACATION PLANNER FULFILLMENT ¹	\$9.00	\$14.15	\$9.15	\$14.46	\$9.35	\$14.81
WATERCRAFT H/H 1	\$8.35	\$13.87	\$8.95	\$14.60	\$9.40	\$15.17
WATERCRAFT H/H 2 ²	\$8.95	\$14.24	\$9.55	\$14.97	\$10.00	\$15.55
WATERCRAFT H/H 3 ⁵	\$9.30	\$14.71	\$9.90	\$15.45	\$10.35	\$16.05

¹ Premium pay is included

² After one year of transportation experience

³ After two years of transportation experience

⁴ After five years of transportation experience

⁵ After five years WDW Boat experience

⁶ Cast Members who are stasuted to a FT 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 stasuted classification

The Company may continue the hiring referral program incentives, existing wage penetration programs or offer relocation assistance to meet hiring needs.

Addendum A

Tipped Classifications

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

Job Classification	Effective 12/26/2010	Effective 1/1/2012	Effective 12/30/2012	Effective 12/29/2013
Banquet Facility H/H (T)	\$5.85	\$6.00	\$6.15	\$6.30
Banquet Service H/H (T) 7(i)	\$4.49	\$4.64	\$4.79	\$4.94
Banquet Service H/H (T)	\$4.49	\$4.64	\$4.79	\$4.94
Beverage Captain (T) 7(i)	\$6.05	\$6.20	\$6.35	\$6.50
Beverage Captain (T)	\$6.05	\$6.20	\$6.35	\$6.50
Beverage Cart H/H (T) 7(i)	\$4.49	\$4.64	\$4.79	\$4.94
Beverage Cart H/H (T)	\$4.49	\$4.64	\$4.79	\$4.94
Beverage H/H (T)	\$6.35	\$6.50	\$6.65	\$6.80
Beverage H/H Banquets (T) 7(i)	\$5.70	\$5.85	\$6.00	\$6.15
Beverage H/H Banquets (T)	\$5.70	\$5.85	\$6.00	\$6.15
Food & Bev Assistant (T)	\$5.70	\$5.85	\$6.00	\$6.15
Food & Bev Captain (T) 7(i)	\$5.15	\$5.30	\$5.45	\$5.60
Food & Bev Captain (T)	\$5.15	\$5.30	\$5.45	\$5.60
Food & Bev Dinner Show Server (T) 7(i)	\$4.49	\$4.64	\$4.79	\$4.94
Food & Bev Dinner Show Server (T)	\$4.49	\$4.64	\$4.79	\$4.94
Food & Bev Service H/H (T)	\$4.49	\$4.64	\$4.79	\$4.94
Resort Bell Services H/H (T)	\$4.65	\$4.80	\$4.95	\$5.10
Special Service H/H (T)	\$4.85	\$5.00	\$5.15	\$5.30

Tipped employees hired on or after 10/30/1988 or employees hired before 10/30/1988 who did not remain in a tipped classification

Job Classification	Effective 12/26/2010	Effective 1/1/2012	Effective 12/30/2012	Effective 12/29/2013
Banquet Facility H/H (T)	\$5.49	\$5.64	\$5.79	\$5.94
Banquet Service H/H (T) 7(i)	\$4.49	\$4.64	\$4.79	\$4.94
Banquet Service H/H (T)	\$4.49	\$4.64	\$4.79	\$4.94
Beverage Assistant (T)	\$5.00	\$5.15	\$5.30	\$5.45
Beverage Captain (T) 7(i)	\$5.35	\$5.50	\$5.65	\$5.80
Beverage Captain (T)	\$5.35	\$5.50	\$5.65	\$5.80
Beverage Cart H/H (T) 7(i)	\$4.49	\$4.64	\$4.79	\$4.94
Beverage Cart H/H (T)	\$4.49	\$4.64	\$4.79	\$4.94
Beverage H/H (T)	\$5.65	\$5.80	\$5.95	\$6.10
Beverage H/H Banquets (T) 7(i)	\$5.00	\$5.15	\$5.30	\$5.45
Beverage H/H Banquets (T)	\$5.00	\$5.15	\$5.30	\$5.45
Food & Bev Assistant (T)	\$5.70	\$5.85	\$6.00	\$6.15
Food & Bev Captain (T) 7(i)	\$4.49	\$4.64	\$4.79	\$4.94
Food & Bev Captain (T)	\$4.49	\$4.64	\$4.79	\$4.94
Food & Bev Dinner Show Server (T) 7(i)	\$4.49	\$4.64	\$4.79	\$4.94
Food & Bev Dinner Show Server (T)	\$4.49	\$4.64	\$4.79	\$4.94
Food & Bev Service H/H (T)	\$4.49	\$4.64	\$4.79	\$4.94
Resort Bell Services H/H (T)	\$4.49	\$4.64	\$4.79	\$4.94
Special Service H/H (T)	\$4.49	\$4.64	\$4.79	\$4.94

Rates indicate a \$0.15 increase, but may be greater if increase to minimum wage exceeds this amount

Non-tipped rates for Cast Members in Tipped classifications:

Vacation, Sick, Holiday, Bereavement, Jury Duty	Food & Beverage Steward rate of pay
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 the hiring referral program incentives, existing wage penetration programs or offer relocation assistance to meet hiring needs.

WAGES [Addendum "A"]:

• **Non-Tipped Employees For Employees Within the Range - Common Date Annual Increase**

<u>Effective 10/2/2010</u>	<u>Effective 4/3/2011</u>	<u>Effective 4/1/2012</u>	<u>Effective 3/31/2013</u>
Lump Sum Increase: \$550* or \$650**	Minimum of 3.00% or Minimum of \$0.25	Minimum of 3.00% or Minimum of \$0.25	Minimum of 3.00% or Minimum of \$0.25

* Stated STCU Full Time non-tipped employees as of the date of ratification, hired on or before 10/2/2010, with a wage rate of \$8.51 or more as of October 2, 2010

** Stated STCU Full Time non-tipped employees as of the date of ratification, hired on or before 10/2/2010, with a wage rate of \$8.50 or less as of October 2, 2010

• **Non-Tipped Employees For Employees at the Max of the Range - Common Date Annual Increase**

<u>Effective 10/2/2010</u>	<u>Effective 4/3/2011</u>	<u>Effective 4/1/2012</u>	<u>Effective 3/31/2013</u>
Lump Sum Increase: \$550*	2.00% or Minimum of \$0.25	2.25% or Minimum of \$0.25	2.50% or Minimum of \$0.25

* Stated STCU full-time non-tipped employees as of the date of ratification, hired on or before 10/2/2010.

• **Tipped Employees**

○ <u>Effective 12/26/10</u> \$0.15*	<u>Effective 1/1/2012</u> \$0.15*	<u>Effective 12/30/2012</u> \$0.15*	<u>Effective 12/29/2013</u> \$0.15*
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*May be greater if increase to minimum wage exceeds this amount

• **Premiums**

- As discussed or agreed upon in Side Letter discussions and at Main Table, inclusive of Coordinators

• **Minimum Rate**

○ <u>Effective 10/2/2010</u> No Change	<u>Effective 4/3/2011</u> 1.50%	<u>Effective 4/1/2012</u> 2.00%	<u>Effective 3/31/2013</u> 2.50%
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- The Company may continue the hiring referral program incentives, existing wage penetration programs or offer relocation assistance to meet hiring needs.
- If the minimum rate is increased above the wage rate of any current Cast Member in the same classification, the current Cast Member's rate would be automatically adjusted to at least the new minimum rate

• **Ratification Bonus**

If a majority of the STCU Council recommends ratification and the agreement is ratified, all stated STCU Full Time employees as of the date of the ratification vote will receive a \$100 ratification bonus

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/Hostess (i.e., DRC, Guest Services, Concierge, or Seating Host/Hostess) 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-Do, 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

- 1 by the Company to handle and deliver merchandise items to the guest as part of the Guest's
2 dining experience. Gratuities will not be paid on autograph books, pens and disposable
3 cameras.
- 4 2. Should the Company decide to reinstate package plans with automatic gratuity included, the
5 parties agree the terms of the addendum expiring on April, 28, 2007 will remain in effect.
- 6 3. An automatic gratuity of eighteen percent (18%) will be added for supplemental food and
7 beverage purchased at prepaid venues (i.e., Spirit of Aloha, Hoop-Dee-Do, Cinderella's
8 Royal Table, Princess Tea, Special Pre-paid events such as New Year's Eve at California
9 Grill.
- 10 4. A guaranteed two percent (2%) service charge will be added on the retail value of the meal
11 for all Disney Dining Plan guests for parties of less than six (6), effective October 3, 2010 to
12 October 1, 2011.
- 13 5. A guaranteed one percent (1%) service charge will be added on the retail value of the meal
14 for all Disney Dining Plan guests for parties of less than six (6), effective October 2, 2011 up
15 to one hundred eighty (180) days prior to the end of the STCU 2010 Contract.
- 16 6. Effective one hundred eighty (180) days prior to the end of the STCU 2010 Contract and from
17 that date forward, there will be no guaranteed (0%) service charge added on the retail value
18 of the meal for all Disney Dining Plans.
- 19 7. The Company agrees to negotiate with the Union, the application of the automatic gratuity for
20 any future pre-paid venues, for the life of this agreement.
- 21 8. An automatic eighteen percent (18%) will be added for food and beverage purchased from
22 the Golf Carts, Pizza Delivery and Private Dining.
- 23 9. It is the Company's understanding that when a business requires their guests to pay a Pre-
24 determined charge, which is given to employees of the business, the charges are considered
25 a service charge. Furthermore, service charges are not considered a tip, but rather, are
26 wages paid by the employer. Consequently, the tax code requires the Company to withhold
27 taxes on all service charges.
- 28 10. It is the responsibility of all service persons to report one-hundred percent (100%) of their tips
29 and gratuities for income tax purposes. The Company will continue to report eight percent
30 (8%) of the location's gross sales to the government and will withhold tax on the tips and
31 gratuities declared by the employee to the Company. The Company reserves the right to
32 amend and/or alter this position to conform to state and federal laws.
- 33 11. Under Wage and Hour laws, the Company is required to report tips and service charges in
34 overtime situations.
- 35 12. An eighteen percent (18%) service charge will be added for Company sponsored Cast
36 discounts, e.g. Cast Serving Cast, Cast discounted meals, and Cast Celebration discounted
37 meals. The service charge will be based on the total Food and Beverage charges before any
38 discounts have been applied. This provision does not apply to **Tables in Wonderland** and
39 Disney Vacation Club.
- 40 13. An automatic gratuity of eighteen percent (18%) will be added for all guests using Tables in
41 Wonderland, based on the retail value of the Food and Beverage.

42
43 **Transfers for Food and Beverage Tipped Employees**
44

- 45 1. A Food and Beverage tipped employee interested in transferring to a new location must:
46
47 (a) Have six (6) months of previous employment in a Food and Beverage tipped
48 classification.
49
50 (b) Fill out a Food and Beverage tipped transfer form at ReCasting once a year. The
51 employee may indicate on this form a maximum of five (5) restaurants where he/she may

- 1 wish to transfer.
2
3 2. In order to be considered for an open Full Time Server position, the employee must be on the
4 Casting skill code list at the time the requisition is opened. The employee selected for the
5 position will be notified by Casting and automatically transferred to the open position. The
6 position will be filled by eligible Cast in the following order:
7
8 • Full Time Food and Beverage Service H/H (T), by seniority.
9 • Casual Regular Food and Beverage Service H/H (T), statused to the restaurant with
10 the opening, by seniority.
11 • All Full Time Food and Beverage Assistants (T), statused to the restaurant with the
12 opening, by seniority.
13 • All other Full Time (UNITE HERE Local 737), tipped employees, by seniority.
14 • All other Casual-Regular (UNITE HERE Local 737), tipped employees, by seniority.
15 • All Full Time non-tipped Food and Beverage employees.
16 • All other Full Time Service Trades Council Union (STCU) employees.
17 • All other Casual Regular STCU employees.
18 • All Non-STCU employees.
19 3. Should an employee decline a position, they will be required to wait six (6) months before
20 being eligible to post for another transfer.
21 4. Employees transferring to Victoria and Albert's will be required to participate in an interview
22 with location Management prior to transferring. The final hiring decision remains within
23 Management's discretion.
24 5. Food and Beverage Tipped employees who transfer to the same classification shall be
25 placed on a twenty-eight (28) day qualifying period. If the Company determines during the
26 twenty-eight (28) day qualifying period that the employee's performance is not satisfactory, or
27 if the employee requests a return within the twenty-eight (28) days, the Company will return
28 the employee to his/her prior location. For new property openings the twenty-eight (28)
29 qualifying period will begin on the day the restaurant opens to Guests.
30

Table Service

- 31
32
33 1. Split shifts may be added to the location's schedule bid at Management's discretion after
34 advance notification and discussion with the Union. Turnabout pay as outlined in Article 11,
35 Section 6 (a) and will be waived.
36 2. The Company agrees to maintain the current station sizes for existing restaurants and Dinner
37 Shows, for the life of this agreement.
38 3. The company agrees to maintain Bussers at 1900 Park Fare, Chef Mickey's and 'Ohana's for
39 the term of the 2010 Collective Bargaining Agreement.
40 4. With the exception of Signature Restaurants, Servers will be required to present a tip card
41 with the Guest's check. In Signature Restaurants, presentation of the tip card will be at the
42 discretion of the Server.
43

Dinner Shows

- 44
45
46 1. There will be a minimum of one (1) stocker scheduled per shift at the Luau.
47 2. The Company agrees not to increase the amount of time spent performing non-tipped duties
48 during the life of this agreement.
49 3. All Full Time 7(i) dinner show employees are allowed to be cross-utilized between existing
50 dinner shows before CT employees statused to the dinner show or any non-statused dinner

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

8
9 **Dinner Show Rotation**

10
11 The following process shall be followed with regard to the rotation of Food and Beverage Service
12 H/H at the Spirit of Aloha and Hoop-Dee-Doo Review Dinner Shows:

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

38
39 **Private Dining**

- 40
41 1. Private Dining, when available, will staff all functions in guest room suites.
- 42
43 2. The Company agrees to maintain Private Dining Bussers for the life of this agreement.
- 44
45 3. A three dollar (\$3.00) fee will be paid for delivery of Private Dining amenities.
- 46
47 4. Private Dining Servers will be paid full gratuity on guest walkouts or if an order is cancelled
48 after the Server has left the Private Dining area, based on the expectation that the Server is
providing timely and efficient service.

1
2 Miscellaneous Tipped Food and Beverage
3

- 4 1. It is agreed that the provisions of Article 10, Section (2) [guaranteed hours] and Article 11,
5 Section 4, (time and one-half), Section 5 (double time) and Section 6 (turnabout pay) of the
6 collective bargaining agreement with STCU may be individually waived by all tipped Full Time
7 and Casual Regular Cast Members, with the exception of Cast Members who qualify for 7(l)
8 exemption.
9
10 2. Any side duties performed by tipped employees beyond sixty (60) minutes per shift, will be
11 paid at the appropriate non-tipped rate of pay.
12
13 3. A Table Service Server acting as a trainer will be paid a fifty (\$.50) cents per hour trainer's
14 premium pay, plus 1.5 times his/her hourly tipped rate of pay, plus tips, for all hours worked
15 as a trainer.
16
17 4. Bartenders acting as a trainer will be paid an fifty (\$.50) cents per hour trainer's premium
18 pay, plus 1.5 times his/her hourly tipped rate of pay, plus tips, for all hours worked as a
19 trainer.
20
21 5. For the life of this agreement, charge tips will be paid out at the end of the shift.
22
23 6. All Food and Beverage (T) employees will be eligible to purchase additional long-term
24 disability benefits based on a premium calculated in excess of their stasured rate.
25
26 7. Prior to the Company opening any temporary or "overflow" dining operations, it will meet with
27 UNITE HERE Local 737 and UFCW Local 1625 to determine by mutual agreement with the
28 Company which employees will staff the operations.

25 Culinary and Stewarding (Heart of the House)
26

- 27 1. It is understood that the responsibility for the placement and removal of grills, ovens, and
28 fryers for beach functions at the resorts is outlined in Addendum B-5. It is also understood
29 that when business needs dictate, all employees including Culinary, will assist in the
30 placement and removal of the grills, ovens and fryers. The Company agrees to provide
31 training for all employees performing such functions.
32
33 2. The Company will pay for the initial commercial driver's license for all Food and Beverage
34 employees required to have one.
35
36 3. All available Full Time Culinary and Stewarding employees within the location will be offered
37 all hours of work prior to scheduling any non-Culinary or non-Stewarding labor.
38
39 4. Culinary stations will have a culinary employee to cook all items on stage. Banquet Service
40 H/H will reheat items on stage when deemed necessary by location Management for show
41 quality. Carving will be considered a "Culinary Only" function.
42
43 5. If work is available on a Banquet Culinary and/or Stewarding employee's regularly scheduled
44 AM/PM shift, the employee will be offered work based on their seniority in the respective
45 Resort/Theme Park during slow periods prior to being cross-deployed to other locations, such
46 cross deployment shall be on the basis of seniority with senior cast being offered the first
47 opportunity prior to forcing junior cast members, and will also be on the regularly scheduled
48 AM/PM shift where applicable.
49
50 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:

★ *This provision only applies to Full Time employees*

1 An employee/applicant will be considered for the wage penetration rate based on the
 2 following criteria:
 3

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

4
 5 (b) The following wage penetration concept may be applied to the following Food and
 6 Beverage job classifications only:

7 Cook 1
 8 Chef Assistant
 9

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

- 10
 11 7. Chef Assistants will receive the Trainer’s Premium Pay for all actual training hours when
 12 conducting location orientation to new hires and/or newly transferred employees.
 13 8. A new classification will be created for Chef Assistants, who are stasured to Signature
 14 restaurants and Banquets. Employees stasured to these roles will receive an additional fifty
 15 cents (\$.50) increase to their stasured rate.
 16 9. Transfers for Culinary Employees
 17 (a) All Chef Assistants interested in a transfer to a different location must go through an
 18 overview in the new location prior to the offer being made.
 19 (b) Culinary employees who transfer to Victoria and Albert’s will be required to participate in
 20 an interview with location management. The final hiring decision remains within
 21 management’s discretion.
 22 (c) Stewarding employees and Culinary employees transferring to a different Steward,
 23 Culinary or like Culinary job classification shall be placed on a twenty eight (28) day
 24 qualifying period. If the Company determines during the qualifying period that the
 25 employee’s performance is not satisfactory, or if the employee requests a return within
 26 the qualifying period, the Company will return the employee to his/her prior job
 27 classification and location. For new property openings, qualifying period will begin on the
 28 day the restaurant opens to Guests.

29 **Food and Beverage Host/Hostess (QSR) non-tipped**
 30

- 31 1. ★ Food and Beverage H/H (QSR) at Disney’s All Star Resort, and in locations as determined by
 32 the Company, may be eligible to participate in a \$1,000 annual retention bonus program,
 33 which may be paid in quarterly installments. The Company will provide advance notification to
 34 the Union prior to implementation.
 35 ★ *This provision only applies to Full Time employees*
 36 2. QSR locations will utilize Express banking, at Management’s discretion.

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

9
10

Food and Beverage Cash Handling Discipline Matrix

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

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- Upon receipt of the 2nd reprimand for a cash handling violation, mandatory retraining in cash handling is required.
- Upon receipt of the 3rd reprimand for a cash handling violation, discuss option to move/transfer to a non-cash handling position and the possibility of termination.
- A cash non-procedural variance of seventy five dollars (\$75.00) or more will result in a two (2) point reprimand.

18
19

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

20
21

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

22
23

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.

24
25

Locations with electronic systems

26

Total Sales Over/Short Entry Allowance

Total Sales	One (1) Entry	Two (2) Entries	Three (3) Entries
\$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+

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32

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

3 Total Sales Over/Short Entry Allowance

Total Sales	One (1) Entry	Two (2) Entries	Three (3) Entries
\$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+

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7 **HOUSEKEEPING**

- 8
9 1. The Company agrees to ensure that lunch/rest periods are granted and that Housekeepers
10 are compensated appropriately. The Housekeeper should notify his/her leader a minimum of
11 two (2) hours prior to the end of his/her shift if he/she will not be able to complete his/her
12 assigned duties without working through the lunch or rest period. The leader will determine
13 whether to supply assistance or to compensate for the time.
- 14 2. The Company agrees to reduce a Housekeeper's section size by one (1) room when his/her
15 total number of check-outs are within three (3) rooms of his/her fixed section size at all non-
16 DVC Resorts excluding the Grand Floridian, Boardwalk, Contemporary, Polynesian, Yacht
17 and Beach and all Suites Sections. For the Grand Floridian, Boardwalk, Contemporary,
18 Polynesian, Yacht and Beach and all Suites Sections, a Housekeeper's section size will be
19 reduced by one (1) non-suite room when his/her total number of check-outs are within four
20 (4) rooms of his/her fixed section size.
- 21 3. The Company may require the Housekeepers to set up "special touches" in Resort guest
22 rooms within their daily sections. Special touches include, but are not limited to, the
23 arranging of plush characters, small towel folds, toys, and toothbrush holders.
- 24 4. The Company and the Union agree to implement a New Hire Housekeeping Training
25 Process.
- 26 5. The Company may utilize Housekeepers to place and/or provide appropriate cleaning and
27 general up-keep for all guest room amenities and collateral as well as guest requested items.
- 28 6. Based on Cast Member restrictions and management needs, the Company agrees to provide
29 modified work to Housekeepers during their normal work hours when possible.

30
31 **Point System**

32
33 The Company agrees to section assignments (except in cases of low occupancy/vacant rooms).
34 The guaranteed section size for each property is as follows:

35
36

Disney's All-Star Resorts	18
Disney's Animal Kingdom Lodge	16
Disney's Boardwalk Inn	16
Disney's Caribbean Beach Resort	17
Disney's Contemporary Resort	16

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1	Disney's Coronado Springs	17
2	Disney's Fort Wilderness Resort	10
3	Disney's Grand Floridian Beach Resort	14
4	Disney's Polynesian Resort	16
5	Disney's Port Orleans Resort (Riverside & French Quarters)	17*
6	Disney's Wilderness Lodge	16
7	Disney's Yacht and Beach Club Resort	16
8	Disney's Pop Century Resort	18
9	Disney Vacation Club Resorts	420 points

10
11 **16 rooms when there are trundle beds*

12
13 Housekeeping section cleaning responsibilities include:

- 14
15 • Cleaning all aspects of the interior of a guest room/unit and all aspects of the balcony
16 or patio
- 17 • Cleaning and maintaining some aspects of the front entrance area including doors,
18 windows and frames

19
20
21 The Company agrees that these responsibilities do NOT include:

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

30
31
32 **Incentive Room Payment**

- 33
34 1. All Non DVC Rooms will have the ability to offer Housekeepers the option to flex their
35 room section assignments up by one standard room (1) on a daily basis for a six (6)
36 month period and be compensated for the additional rooms. If at any time during the six
37 (6) month period the Company determines the employee's performance is not
38 satisfactory or the employee requests to opt out of the Flex Program the Company will
39 return the employee to their contractual section size. The employee shall be able to re-
40 enroll in the Flex Program after thirty (30) days

41 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

- 42
43 2. The pay rate for completion of incentive rooms is as follows:

44 Single Room Rate: Service - \$9.00 Check-Out - \$13.00
45 Multi-Room Rate: Service - \$16.00 Check-Out - \$22.00

- 46 3. Room incentive pay for cleaning DVC guest rooms (which includes "trash & towel")

1 services) and providing “trash & towel” service only.
2
3

	Service	Check-Out	Trash & Towel Service ONLY
Studio	\$9.00	\$13.00	\$4.00
1-Bedroom	\$16.00	\$22.00	\$4.00
2-Bedroom	\$25.00	\$35.00	\$8.00

4
5
6 **Forty five (45) Minute Policy**

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

25
26 **Transfers**

27
28 Housekeepers transferring to a different resort in a Housekeeper role shall be placed upon a
29 twenty-one (21) day qualifying period. If the Company determines during the twenty-one (21) day
30 qualifying period that the employee’s performance is not satisfactory, or if the employee requests
31 a return to their previous Housekeeper position within the twenty-one (21) days, the Company will
32 return the employee to his/her prior Housekeeper location. The position will not be backfilled
33 during this time period. Employees returning to their previous location are not guaranteed their
34 same section, section size or days off, and will only be able to exercise this option one (1) time
35 per year.

36
37 **Deployment**

38
39 New Housekeepers will not be eligible to deploy until after five (5) months.
40

41 **Housekeeping Inspectors**

42
43 Housekeeping Inspectors will be paid one-dollar (\$1.00) above the applicable housekeeping rate
44 for all hours worked in this role.

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

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BUS OPERATIONS (Drivers, Coordinators and COT)

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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 \$500 - \$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. 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.

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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.

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

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

15

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

19

20 **Scheduling**

21

- 22 1. Minimum of two (2) bids per year. Company has the option to have three (3) bids per
23 year provided notification is given to the Union.
- 24 2. Two (2) Shop Stewards will be present during bidding.
- 25 3. Bid shift trading will be permitted thirty (30) days after bids are in effect with appropriate
26 notification to Management.
- 27 4. Full Time employees who transfer into Bus Operations must wait three (3) years prior to
28 exercising their seniority for schedule bids or pool schedules.
- 29 5. There will be a minimum of ten (10) hours off between shifts.
- 30 6. Scheduling for Walt Disney World Co. Bus Drivers will be done in the following manner:
 - 31 (a) Seventy percent (70%) of employees will receive Bid Lines (Percentage of
32 employees is based on actual headcount at time of schedule bid).
 - 33 1. Twenty-five percent (25%) will not vary more than one-half (1/2) hour between
34 start time and one-half (1/2) hour between end times.
 - 35 2. Twenty-five percent (25%) will not vary more than two (2) hours between start
36 times and two (2) hours between end times.
 - 37 3. Twenty percent (20%) will not vary more that three (3) hours between start
38 times and five (5) hours between end times.
 - 39 (b) Thirty percent (30%) of Employees will be in the pool.
 - 40
 - 41 (c) "Bid Lines" will be as follows:
 - 42 1. Days Off
 - 43 • Based on seniority and availability at time of bid, employees will be
44 locked into days off at time of schedule bid with the exception of
45 mandatory overti
 - 46 2. Workweek
 - 47 • Based on seniority and availability at time of bid, employees will choose
48 a four (4) or five (5) day workweek

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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. Coordinator Positions
 - Coordinators will bid a specific coordinator 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.

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).

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3 **Vehicle Maintenance**

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

6
7
8 **Bus Operations Management/Shop Steward Meetings**

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

18
19 **TEXTILE SERVICES OPERATIONS**

20
21 **Scheduling**

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

33
34 **Food & Beverage Delivery Premium**

35
36 Linen Handlers who work the Food and Beverage routes shall receive a \$1.00 premium.

37
38 **Tugger Equipment Premium**

39
40 Textile Service employees, with the exception of Laundry Advanced Assistants, shall receive a
41 \$.75 premium for hours worked operating the Tugger **equipment at the Laundry production**
42 **facility only.**

43 Fork Lift Premium

44
45 Textile Services employees shall receive a thirty cent (\$.30) premium for hours worked operating
46 the fork lift at the Laundry production facilities only.

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3 **Textile Services – Management/Shop Steward Meetings**
4

- 5 1. Management/Shop Steward meetings will be scheduled on a monthly basis to maintain
6 open lines of communication and to discuss and resolve issues. The meetings will be
7 attended by the Area Manager/Supervisor or designee and a maximum of ten (10) Shop
8 Stewards
- 9 2. The meeting will be scheduled by Management at a time that does not interfere with the
10 daily operation. Shop Stewards attending the meeting during their scheduled shifts will
11 be paid for the time. Shop Stewards who choose to attend the meeting prior to or after
12 their scheduled shifts or on a scheduled day off will not be paid.
13

14
15 **RANCH OPERATIONS**
16

- 17 1. Full Time employees who transfer or are hired into Ranch Operations must wait three (3)
18 years to exercise their seniority for schedule bids.
19
- 20 2. Employees may bid into a higher classification role if a position is available when it is their
21 time to bid provided they have been trained and approved by Management to perform
22 that role prior to the bid.
23
- 24 3. Employees performing a role in a higher classification will be stasured to that
25 classification after six (6) months of continuous work within the higher classification,
26 providing they have been trained and approved in at least fifty percent (50%) of the roles
27 that define the higher classification.
28
- 29 4. Employees not approved in fifty percent (50%) of the roles within a classification will be
30 lowered to the appropriate classification for their skill level after six (6) months.
31
- 32 5. The Company will post open positions at the Ranch two (2) weeks prior to Casting
33 making a hiring decision. The Employees at the Ranch must go through the Casting skill
34 code process.
35
- 36 6. The Company agrees that a member of Management or his/her designee will accompany
37 the Employee when transporting animals off property. When traveling within the State of
38 Florida on Company business, but not hauling animals, Management may choose not to
39 accompany the employee. In such a circumstance the Company will provide appropriate
40 communication (e.g. cell phone).
41
- 42 7. The Company will continue to utilize an Overtime sign up sheet and will offer the most
43 senior qualified employee and move down the seniority list. Scheduling for unplanned
44 events (i.e. pop-ups) will be based on staff availability at the time of receipt of the
45 function.
46
- 47 8. Parades, special events and filmings may be assigned based on the requests of our
48 clients. Selections will be based on skills and abilities, appearance, and seniority. The
49 final selection will be determined by Management.
50
- 51 9. Employees who work at Fort Wilderness that are stasured to the Ranch and drive dump
52 trucks, horse trailers and shavings trucks will receive ten (10) minutes travel time
53

54 **Driver Premium**
55

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

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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.

Adjustment to Rate Range

Company agrees to increase the rate structure of Ranch Hand by twenty-five cents (\$.25) (new minimum: \$8.75 and new maximum: \$13.84), the effective date to coincide with the effective dates of Addendum A of the STCU Agreement main table negotiations. This is exclusive of any increase that may be negotiated at the main table.

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.

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Addendum B-3 UNITE HERE! Local 362

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

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Labor/Management Committees

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

32 Labor Management for Guest Arrival Process will address issues in the following disciplines:

- 33 Park Greeter
- 34 Auto Plaza
- 35 Ticketing
- 36 Water Parks
- 37 EWWS
- 38 DTD Admissions and Parking

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Employee Rights

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

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Bidding Process

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

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

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

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Internal Transfers

65 H/H transferring to a different work location in a H/H role shall be placed upon a fifteen (15)
66 working day qualifying period. If the Company determines during the twenty-one (21) day
67 qualifying period that the employee's performance is not satisfactory, or if the employee requests
68 a return to his/her previous position within the fifteen (15) working days, the Company will return
69 the employee to his/her prior location. Employees returning to his/her previous line bid location
70 will not be able to exercise his/her scheduling seniority until the next schedule bid. Employees
71 returning to his/her previous location, upon his/her request, will be able to exercise this option one
72 (1) time per year.

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Exercising Preference on Transfer

Employees who submit "preference sheets" to determine their weekly schedules and transfer into

1 a work location in between schedule bids, will be allowed to submit “preference sheets” to
2 exercise his/her seniority for time of day, hours per week, and location. This provision does not
3 apply to days off.
4

5 **ATTRACTIONS** (includes Attractions, Auto Plaza, Slide Operations and Ticketing):
6

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

10 Any employee who is out of an Attraction for six (6) months or more shall go through the
11 appropriate re-certification process upon his/her return. It will be at Management’s discretion to
12 determine if additional training is needed.
13

14 Riverboat employees working in the Steam position (boiler only) will receive a thirty cents (\$.30)
15 premium for actual hours worked specifically for working the Steam position.
16

17 Steam Train employees working in the Fireman and Engineer positions only will receive a thirty
18 cents (\$.30) premium for actual hours worked. Employees trained as a Steam Train Engineer
19 who work in the crossing position, will receive a thirty (\$.30) cents premium for actual hours
20 worked.
21

22 The base rate for employees stasured to Kilimanjaro Safaris will be one-dollar (\$1.00) over the
23 comparable Attractions Host rate. Employees not stasured to Kilimanjaro Safaris will receive a
24 one-dollar (\$1.00) premium for hours worked at that attraction.
25

26 **Innoventions Transfer Process**
27

28 Future World West Host/ess may apply for Presenter positions for a period of one (1) week prior
29 to the opening being released to Casting. Selection(s) will be made in accordance with STCU
30 Article 14.
31

32 **Cirque du Soleil (Dark Days)**
33

34 The following provisions are subject to Company business need, as well as Management’s
35 discretion:
36

- 37 1. WDW Hosts/Hostess, stasured to Cirque du Soleil, shall be allowed to request
38 vacation/EB hours for all weeks of the calendar year, with the exception of any time
39 blocked out by Management per Article 21, Section 7 of the Service Trades Council
40 Union Bargaining Agreement. During periods designated as “dark days,” the employee
41 may opt to request the use of appropriate leave (vacation, personal holidays, and
42 personal sick days).
- 43 2. Authorized Days Off (ADOs) may be granted, at Management’s discretion, based on
44 business needs.
- 45 3. If there is work available within the Company during Cirque du Soleil “dark days,” a WDW
46 Host/ Hostess stasured to Cirque du Soleil may be deployed to work in another location
47 during this time period, per Article 16 of the Service Trades Council Union Bargaining
48 Agreement.

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52

1 **Incident/Accident Policy**

2
3 The parties recognize the Company's obligation to provide a safe means of transportation to its
4 employees and/or guests and agree that all accidents or occurrences must be investigated and
5 disciplined on an individual basis. In those cases where the employee demonstrated negligence,
6 disregard for safety procedures, or other unacceptable behaviors, the Company may require
7 immediate transfer or termination.

8
9 In those cases which do not require such action, the Company will utilize the following accident
10 policy:

- 11
12 1. An incident is defined as contact made while operating any motorized Company vehicle,
13 including pargos, resulting in total damages between \$1 - \$1,000. An incident will result
14 in a one (1) point reprimand.
- 15 2. An accident is defined as contact with an object that results in total damages in excess of
16 \$1,000. An accident will result in a two (2) point reprimand.
- 17 3. In no case do the above two (2) provisions apply if injuries are involved. These
18 situations will be reviewed on a case-by-case basis and may be elevated.
- 19 4. Four (4) points within a rolling twenty-four (24) month period will result in the employee's
20 permanent removal from a driving position. The twenty-four (24) month period is defined
21 as a continuous work period specifically excluding any leave of absence.
- 22 5. An accident involving damage in excess of \$10,000 may result in termination or
23 permanent involuntary transfer to a non-driving role.
- 24 6. All damage estimates will be assessed by WDW Engineering Services.

25
26 **AUTO PLAZA TICKET SELLERS**

27
28 **New Hire Training Period**

29
30 No discipline for Cash Handling or **Operating Guidelines** errors will be issued during an Auto
31 Plaza WDW H/H first thirty (30) work days.

32
33 **Cash Handling and Operating Guidelines Error Discipline**

34
35 Cash Handling discipline and Operating Guidelines/errors discipline will **be combined and** issued
36 separately from the Full Time STCU Agreement disciplinary point system.

- 37
38 1. General: In no event will Auto Plaza WDW H/H receive discipline for both Cash Handling
39 and Operating Guidelines errors for the same violation.

40
41 The Company reserves the right to discipline outside this Guideline when just cause exists.

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

OVER AND SHORT MATRIX	
½ MARK	\$10.01 to the price of one automobile ticket (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

2

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

4 Operating Guideline Errors

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

6

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

9

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

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

20

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

23

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

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

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

31

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

36

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

39

1 Over & Short variances of \$200.00 or more will result in a two (2) point cash handling reprimand.
 2
 3 Employees will be informed in all instances when they are issued marks even when the marks do
 4 not result in discipline.

5
 6 **TICKETING**

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

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

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

19
 20 A. Training Period

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

23
 24 B. Cash Handling and Operating Guidelines Discipline

25
 26 Cash Handling discipline and Operating Guidelines/errors discipline will be combined and issued
 27 separately from the Full Time STCU Agreement disciplinary point system.

28
 29 (1) General: Discipline issued for cash handling or Operating Guidelines errors will not
 30 be covered under the general five (5) point disciplinary system. In no event will
 31 Ticket Sellers receive discipline for both cash handling and Operating Guidelines
 32 errors for the same mistake.

33
 34 (2) Cash Handling: An overage or shortage in cash and/or tickets that is the result of
 35 an errant transaction or a Operating Guidelines error that results in a financial loss
 36 to the company shall be subject to the guideline below.

37

OVER AND SHORT MATRIX	
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

38

1 *Ticket refers to a 1-day base ticket for DisneyQuest or Water Parks. A ticket for ESPN's Wide
2 World of Sports refers to a 1-day base ticket or category B Braves (Upper Level
3 Reserved/Bleacher Level Reserved) ticket. A ticket for Cirque du Soleil refers to a category two
4 (2) as its base ticket.

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

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

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

14 **Operating Guideline Errors**

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

- 16
- 17 1. Failure to log out of a Walt Disney Company Ticketing system.
- 18 2. Working out of an incorrect or unauthorized fund.
- 19

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

- 22 1. Leaving tender of greater than ten dollars (\$10.00) in value unattended and/or
23 unlocked (in those areas where the Company provides secure drawers or work
24 areas).
- 25
- 26 2. Lost keys or failure to return keys to the key system
- 27
- 28 3. Providing another person access to and/or use of an Employee's confidential
29 sign-in code to a Walt Disney Company system.
- 30 4. Carrying any of the following: cash, coin, traveler's checks, Disney dollars, Gift
31 Cards with value unescorted.
- 32
- 33 5. Issuing compensation, comp tickets, or performing any transaction other than a
34 straight sale for a family member, relative or friend. All transactions, other than
35 straight ticket sales must be approved and performed by a GSM who is not a
36 family member, relative or friend of the Guest.
- 37

38 Upon reaching the second (2nd) reprimand, retraining will be offered. At the employee's request,
39 an employee shall be placed in a non-cash handling position after receiving a third reprimand for
40 cash handling. Should the employee decide to remain in a cash handling position and reach the
41 fifth (5th) point, the employee will be involuntary terminated.

42

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

45

46

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

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3 **CUSTODIAL**
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6 **Utility Premium Pay** - Custodial Host/Hostess will receive thirty (\$.30) cents per hour premium
7 pay for all hours worked when operating the following equipment or performing the following
8 tasks. Effective October 2, 2011, Custodial Host/Hostess will receive forty (\$.40) cents per hour
9 premium pay for all hours worked when operating the following equipment or performing the
10 following tasks:
11

- 12
- 13 1. Hot and cold water Pressure Washer - Operators will receive the premium pay when utilizing
14 a kerosene, electrical or gasoline fuel operated hot and cold water pressure washer.
- 15 2. (a) Sweeper Truck
16 (b) Ride on Sweeper/Scrubber/Pressure Washer
- 17 3. Truck and/or Trailer Mounted Extractor
- 18 4. Forklift
- 19 5. Highreach
- 20 6. Confined space work which requires special training and equipment
- 21 7. Operates gas-powered soaper
- 22 8. Genie Lift*
- 23 9. Scissor Lift*
- 24 10. Small Carpet Extractor
- 25 11. Window Washer- Window washing is a utility function defined as cleaning windows at
26 various heights, utilizing typical professional window washing tools which may include, but
27 not limited to squeegee, scrub wand and brush. Spray bottle cleaning of glass or mirror
28 surfaces is not considered window washing utility work.
- 29 12. Hosing
- 30 13. Litter Hawk
- 31 14. Floor Refurbishment – For Wood, Terrazzo and Marble floor refurbishment only (restore to
32 raw material and build back-up only). Not to include screening process, machine scrubbing
33 or topping off.
- 34 15. Sand Pro
- 35
- 36 16. Boats for Water Cleanup
- 37
- 38 17. Rappelling Crew – For all locations requiring rappelling as defined as, certification through
39 Reedy Creek, must descend or ascend on a rope with harness and figure eight harness and
40 jumar. Also to include spotter (must have same training). Employees working in the capacity
41 of rappelling will receive an additional fifty (\$.50) cents per hour premium for actual hours
42 worked.

43 If an employee has a (regularly) permanently assigned work schedule which requires using the
44 equipment listed above for fifty percent (50%) or more of his/her time on a quarterly basis, he/she
45 will be stasured at the utility premium rate. The premium pay will be paid in one (1)-hour
46 increments when performing these tasks.

47 *Whenever a Custodial Host/Hostess is operating a Genie Lift or Scissor Lift, the Company will
48 make available a trained Custodial Host/Hostess in the immediate area. The additional Custodial
49 Host/Hostess may perform other Custodial functions in the immediate area.

1
2 **Custodial Coordinators**
3

4 Eligible Custodial Coordinators will receive the premium pay in the following situations:
5

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

10
11 **Third (3rd) Shift Differential Pay for Custodial H/Hs**
12

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

16
17 **Custodial Miscellaneous**
18

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

21
22 When Custodial overtime is available within a scheduling pool it shall be offered in the following
23 order: Custodial H/Hs within a scheduling pool first; Custodial H/Hs outside a scheduling pool, but
24 in the same profit center, second; employees from different job classifications third.

25
26 Custodial H/Hs working on the third shift (formally known as graveyard) shall exercise their
27 scheduling seniority through line schedule picks. These picks shall be held at least twice per year
28 and a UNITE HERE! Local 362 Shop Steward will be present.

29
30 Custodial H/Hs who begin working night shift differential hours and are required thereafter to
31 attend mandatory classes will be paid at the third shift differential rate for all hours in attendance
32 at the class.

33
34 The Company will pay for the initial cost of a Type A, B, or C driver's license and endorsements
35 for Custodial H/Hs who are required to obtain one to perform their job functions. Custodial H/Hs
36 will be responsible for any costs associated with the renewal of these types of licenses.

37
38 All Custodial job assignments (details) will be distributed as equitably as reasonably practical.
39

40 **Internal Transfers**
41

42 Priority will be given to the local area when transferring between utility premium position and non-
43 utility premium position.
44

45 **Implementation of Standards for Driver's License Violations**
46

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

1
2 **Vehicle Incident/Accident Policy**
3

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

- 10
11 1. An accident is defined as contact made with a Company vehicle that results in damage to
12 property or person and driver (employee) was at fault.
13
14 2. Two (2) accidents within a rolling twenty-four (24) month period will result in the removal from
15 any role in which driving may be required.
16
17 3. Any dispute on application of this shall be subject to the grievance procedure.
18
19 4. It is the responsibility of all employees to report any accident immediately to a manager.
20 Failure to report any incident or accident may result in termination.
21
22

23 **VACATION PLANNERS**
24
25

26 A. **Transfers and New Hires**

- 27 1. Vacation Planning management reserves the right to select a pre-qualified talent pool
28 from the Casting skill code list. Qualifications for that pool will be developed by the LMC.
29 Full Time and Part Time new hires and transfers will be selected based on seniority
30 within this pre-qualified pool. Vacation Planning management will notify the Union thirty
31 (30) days in advance of implementation.
32
33 2. **New Hires**
34 New hires to Vacation Planning are subject to a one hundred twenty (120) calendar day
35 probationary period. If the Company deems an employee's performance is unsatisfactory
36 and/or the employee no longer desires the Vacation Planner role after 91 days, the
37 employee will be recast to another role outside of Vacation Planning.
38
39 3. **Transfers to Vacation Planning**
40 There will be a one hundred twenty (120) calendar day qualifying period beginning the
41 effective date of transfer. During this specified time period, if the Company deems an
42 employee's performance is unsatisfactory and/or the employee no longer desires the
43 Vacation Planner role, the employee will returned to his/her prior job classification and
44 location and the employee shall be immediately eligible to transfer again.
45
46

47 B. **Over and Short Cash Handling**

48 Cash Handling discipline and Operating Guideline discipline will be issued in two (2) separate
49 systems.
50

- 51 1. **Over/Short:** An overage or shortage that is the result of an errant transaction and that
52 results in a financial loss to the Company or Guest shall be subject to the matrix below:
53
54

OVER AND SHORT MATRIX	
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

1

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

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

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

8

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

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

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

16

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

20

21 2. Business Rules:

22

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

27

28 Business Rule errors are defined as:

29 (a) A transactional error that does not result in a financial loss to the Company or a
 30 Guest. Under this situation, Vacation Planners will receive documented retraining.

31 (b) A transactional error that does result in financial loss to the Company or a Guest.
 32 Under this situation, Vacation Planners will be subject to discipline based on the Over
 33 and Short Cash Handling Matrix as established in Section B-1 of this Addendum.

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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.

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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 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 from their homeroom leader 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.

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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.

1 **Addendum B-4**
2 **Transportation Communications International Union (TCU) Local 1908**

3
4 **WATERCRAFT**

5
6 Time served at EPCOT Boats and Sassagoula Boats will count as time served in Transportation
7 when calculating rate ranges.

8
9 **Scheduling**

10
11 Scheduling for all Full Time Seven Seas, and Bay Lake Watercraft Operations work groups,
12 including but not limited to, Grand One and Magical Fireworks Voyages, will be done in the
13 following manner:

- 14
15 1. The Company agrees to bid at least two (2) times per year and reserves the right to
16 conduct additional bids as needed. The Company will provide advanced notice to the
17 Union of any additional bids.
- 18 2. A Shop Steward will be present during bidding.
- 19 3. A Shop Steward may request review of hours worked on a quarterly basis.
- 20 4. Coordinators, Wash Crews, Light Show and Grand One will bid once a year all at the
21 same time. The Company reserves the right to conduct additional bids as needed.
- 22 5. If an employee elects to drop a bid line, they cannot bid on an open line for the duration of
23 the bid.
- 24 6. Employees who transfer (excluding those from EPCOT Friendship,
25 Sassagoula/Rivercruise Boat Operations, Monorail Operations, and Seven Seas and Bay
26 Lake Lake Patrol Operations) into Seven Seas and Bay Lake Watercraft Operations or
27 Monorail Operations must wait two (2) years prior to exercising their seniority for
28 schedule bid purposes or pool.
- 29 7. Watercraft employees can request at any time 5th, 6th, and 7th day overtime or double
30 time shifts, before others are involuntarily required to perform overtime.
- 31 8. Employees working a paid shift of seven (7) or less hours will not be required to take an
32 involuntary lunch.
- 33 9. Night Shift Differential (Magic Kingdom Only)
34 If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m.
35 and are not otherwise eligible for the night shift differential, as defined in Article 12,
36 Section 3, he/she will be paid a differential of **seventy-cents (\$.70)** per hour in addition to
37 their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window

38 **Watercraft - Miscellaneous**

39
40 Re-Certification - Employees who transfer out of Watercraft and/or have not operated a
41 Watercraft vessel for a period of six (6) months or more must be re-certified on the vessel(s) prior
42 to operating the vessel(s). This applies to cross-utilization situations and employees returning to
43 the area.

44
45 Full Time employees stasured to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations,
46 Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake Lake
47 Patrol will be given priority to transfer to openings within these five (5) operations.
48

1
2 **Transportation Host/Hostess Premium**
3

4 Employees stasured to Monorails and Watercraft will receive thirty cents (\$.30) per hour premium
5 pay when using a gas powered pressure washer, or when operating Genie Lift or Scissor Lift in
6 one (1)-hour increments.
7

8 **Incident/Accident Standard**
9

10 The parties recognize the Company's obligation to provide a safe means of transportation to its
11 guests and agree that all accident occurrences must be investigated and disciplined on an
12 individual basis. In those cases where the employee has demonstrated negligence, disregard for
13 safety procedures, or other unacceptable behaviors, the Company may issue discipline, require
14 immediate transfer to another classification, or termination, or a combination of these.
15

16 In those cases which do not require such action, the Company will utilize the following
17 incident/accident standard:
18

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

5 **Violation of Clearance Procedures (VOCP)**
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7 The parties recognize the Company's obligation to provide a safe means of transportation to its
8 guests and agree that all violations of clearance procedures must be investigated and disciplined
9 on an individual basis. In those cases where the employee has demonstrated negligence,
10 disregard for safety procedures, or other unacceptable behaviors, the Company may issue
11 discipline, require immediate transfer to another classification, or terminate.
12

13 In those cases which do not require such action, the Company will utilize the following violation of
14 clearance procedure policy:
15

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

31
32 All Monorail Operations department records will be adapted to the above policy prospectively.
33

34 **Monorail Central Controller**
35

- 36 1. The Company will determine the qualifications for employees who are stasured to the
37 Monorail Central Controller classification.
- 38
39 2. The Company reserves the right to unilaterally select, from within the Monorail
40 classifications, individuals to be utilized in the Monorail Central Controller Classification.
41 Openings for stasured positions will be posted.
- 42
43 3. The Company reserves the right to remove any stasured Monorail Central Controller who
44 is not performing to acceptable standards. If the removal occurs within a one hundred
45 twenty (120) day qualifying period, there will be no recourse to the grievance procedure.
46

47 **Monorail - Miscellaneous**
48

49 Re-certification – Employees who transfer out of Monorail and/or have not operated a train for a
50 period of six (6) months or more must be re-certified on the train(s) prior to operating the train(s).
51 This applies to cross-utilization situations and employees returning to the area. Management
52 reserves the right to change the frequency of re-certification based on changing business
53 conditions.
54

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

1 operations.

2 **Monorail - Scheduling**

3
4 Scheduling for all Full Time Monorail employees will be done in the following manner:

- 5
6 1. The Company agrees to bid at least two (2) times per year, and reserves the right to
7 conduct additional bids as needed. The Company will provide advanced notice to the
8 Union of any additional bids.
- 9 2. A Shop Steward will be present during bidding.
- 10 3. A Shop Steward may request review of hours worked on a quarterly basis.
- 11 4. If an employee elects to drop a bid line, they cannot bid on an open line for the duration of
12 the bid.
- 13 5. Employees who transfer (excluding those from EPCOT Friendship,
14 Sassagoula/Rivercurise Boat Operations, Watercraft Operations and Seven Seas and
15 Bay Lake Lake Patrol Operations) into Seven Seas and Bay Lake Watercraft Operations
16 or Monorail Operations must wait two (2) years prior to exercising their seniority for
17 schedule bid purposes or pool.
- 18 6. Monorail employees can request at any time 5th, 6th, and 7th day overtime or double time
19 shifts, before others are involuntarily required to perform overtime.
- 20 7. Employees working a paid shift of seven (7) or less hours will not be required to take an
21 involuntary lunch.
- 22 8. Night Shift Differential (Magic Kingdom Only)

23 If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and
24 are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3,
25 he/she will be paid a differential of seventy-cents (\$.70) per hour in addition to their straight
26 time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window.

27
28 **Houseperson Host/Hostess Premium**

- 29
- 30 • Houseperson Host/Hostess will receive the thirty cents (\$.30) per hour premium pay for all
31 hours worked when operating the specified equipment or performing the specified tasks as
32 outlined in "Custodial H/H Utility Premium Pay" in UNITE HERE! Local 362 section of
33 Addendum "B-3." Effective October 2, 2011, this premium will increase to forty cents (\$.40)
34 per hour.
 - 35 • Interchangeability to include "junior qualified Houseperson" when utilizing a Houseperson
36 as a Housekeeper.
 - 37 • Job assignments in linen will be assigned on a separate schedule to those who currently
38 do the role. Future openings and call-ins/sicks will be filled with the most junior qualified
39 Houseperson.
 - 40 • The Company will adjust the workload based on occupancy, and distribute the work
41 equitably.

42
43 **Custodial**

44
45 The Company and Unions agree that all terms and conditions negotiated in the 2010 UNITE
46 HERE! Local 362 Custodial addendum will also apply to TCU Local 1908 Custodial Cast
47 Members.

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BELL SERVICES

Gratuities

Bell Services Tipped Gratuity Matrix

L U G G A G E	Description	Rate Effective Date (October 3, 2010)	Rate Effective Date (October 2, 2011)
Conventions	luggage to/from room	\$5.15	\$5.25
In & Out	loading/unloading	\$1.25	\$1.25
Disney Cruise Line (DCL)	luggage to/from room	\$5.15	\$5.25
In & Out	loading/unloading (when asked)	\$1.25	\$1.25
Disney's Magical Express (DME)	luggage to/from room	\$5.15	\$5.25
In	loading/unloading (when asked)	\$1.25	\$1.25
Resort Special Activities (RSA)	luggage to/from room	\$5.15	\$5.25
	loading/unloading (when asked)	\$1.25	\$1.25
No Guest Contact (NGC) Room Changes	luggage to/from room	\$5.15	\$5.25

C O M P A N Y N O T I C E S

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

R O O M D E L I V E R Y

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

V A L E T

Valet GTD Grat		N/A	N/A
Banquet Functions		N/A	N/A

7
8

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. \$1.00 (see Gratuities Grid) for all deliveries at the door, under the door, or just inside the
2 room.
- 3 2. \$2.00 (see Gratuities Grid) for items requiring set-up. Set-up will be defined as specific
4 placement within the room (e.g., on the nightstand), or positioning certain items in relation to
5 one another.
- 6 3. \$1.00 (see Gratuities Grid) per item for items moved from one location to another (i.e., boxes,
7 crates, etc.).
- 8 Rates and guarantees cited will be considered minimums. (Moved to under the grid)

9

10 **Communication**

11

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

30

31 **Training**

32

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

35

36 **Scheduling**

37

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

39

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

46

47

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

1 excluding statures third shift Bellmen. Daily staffing will continue to be accomplished utilizing a
2 traditional master schedule in accordance with operational requirements.
3

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

9 When creating the pool of shifts for employees to select from, Management will include all
10 shifts that are anticipated to be needed on a regular basis until the next schedule bid.
11

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

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

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

- 24 • Fifty percent (50%) of all lines excluding third shift will be cherry pick. If an uneven
25 number of people result, Management will round off to the next whole number, e.g.,
26 6.2 = 7
- 27 • Up to twenty-five percent (25%) of all lines excluding third shift will be p.m. floats. If
28 an uneven number of people result, Management will round off to the next whole
29 number, e.g., 6.2 = 7
- 30 • All remaining lines excluding third shift will be floats consisting of a.m. and/or p.m.
31 shifts.
- 32 • Twenty-five percent (25%) of the p.m. floats and twenty-five percent (25%) of the
33 floater lines will have days off assigned
- 34 • In the event that an a.m./p.m. float Cast Member floats into a p.m. line, who ever has
35 the greater seniority will have the preference on the more desired shift
- 36 • The floater schedule will cover vacation relief

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

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

- 50
51 (a) Management will make every reasonable attempt to contact affected employees for a

- 1 schedule change within forty-eight (48) hours. This will allow affected employees to
2 select a new shift from available shifts prior to the weekly schedule posting. If, for any
3 reason, employees cannot be contacted within forty-eight (48) hours, Management will
4 assign a schedule as close to the bid line as possible and continue the schedule
5 posting.
- 6 (b) If schedule changes are necessary after a posted schedule, then Management has the
7 right to make schedule changes as required to manage the operation without
8 references to the pre-posting process.
- 9 (c) Schedule bids will take place under the following circumstances:
- 10 1. At least once a year or more often, if Management deems necessary.
- 11 2. Forty-five (45) days after a new employee transfers into the department, with the
12 bid being implemented thirty (30) days after that date.
- 13 5. If Full Time lines are added to the schedule in-between bids, and have been available for forty-
14 five (45) days or longer.
- 15
- 16 When Full Time lines are added to the schedule either by converting casual shifts or by
17 business necessity, they will be filled through the transfer procedure and not by first
18 converting affected Casual employees to Full Time. If there are no Full Time candidates from
19 ReCasting (including T-2 third-shift personnel), Management may then fill the position
20 through casual conversion or the new hire process.
- 21 6. Full Time/Part Time Mix
- 22 The Company agrees to preserve seventy percent (70%) of the total hours paid in Bell
23 Services Tipped to Full Time employees; the premium segment of resorts will not drop below
24 seventy percent (70%). In the event the monthly average falls below seventy percent (70%)
25 the Company will open Full Time positions to bring Full Time hours with-in compliance. The
26 penalty for the Company's failure to not adhere to the above set guidelines by adding Full
27 Time lines within forty-five (45) days after failing to maintain a seventy percent (70%) average
28 of Full Time monthly hours will be as follows, in the order stated:
- 29 (a) First, to the adversely affected Full Time Bell Service employee, by seniority, who was
30 scheduled less than forty (40) hours per week during the time of the violation. Payment of
31 the appropriate Hospitality Host/Hostess rate for affected hours missed from the time the
32 grievance is filed with Labor Relations until the transfer process has been initiated. If
33 none,
- 34 (b) Then to the Full Time Bell Service employee(s) who was adversely affected. Payment of
35 twenty dollars (\$20.00) per day for each day from the time the grievance is filed with
36 Labor Relations until the transfer process has been initiated.
- 37 (c) On the interpretation of this section, a Review Board will be established, consisting of up
38 to two (2) representatives designated by the Union, and up to two (2) representatives
39 designated by the Company. Decisions and disagreements of the Review Board are
40 subject to review and approval by the International Vice-President, Transportation
41 Communications International Union, and the Vice President, Labor Relations and
42 Casting.
- 43
- 44 7. Scheduled third-shift (Graveyard) T-2 employees will be paid the appropriate Hospitality
45 Host/Hostess rate between the hours of 11:00 p.m. and 7:00 a.m. In addition, any employee
46 covering a third shift line due to call sick, etc., will be paid the appropriate Hospitality
47 Host/Hostess rate between the hours of 11:00 p.m. and 7:00 a.m. This does not apply to
48 employees whose shifts overlap into this time period for any reason.
- 49
- 50 Employees covered under the one (1) year rule (Article 13, Section 7) will be subject to
51 bargaining unit seniority to bid shifts after employees with one (1) or more years in the Bell
52 Service classification have made their selections. Seniority of those employees transferring from

1 a non-tipped area who have transferred into a T-2 position will be by seniority date based on the
2 date of transfer, until able to exercise Company seniority in the schedule bid process. The new
3 hire seniority date will be honored after the transfer's seniority has been considered.

4 5 **Shop Stewards**

6
7 T-2 Shop Stewards will be paid at their appropriate Hospitality Host/Hostess rate for the actual
8 time (rounded to the nearest tenth) when they are taken out of rotation at Management's request.
9 The Shop Steward Card will be kept in rotation, and, if front missed, Bellman becomes first
10 person up.

11 12 **Transfer Procedures**

- 13
14 1. If a Bell Services position exists on any shift at a Resort location, Management will fill that
15 position by first offering the shift to existing members of the T-2 Bell Services department of
16 that Resort, excluding the third-shift position.
- 17 2. The third shift Bellman will be stasured as a T-2 Bellman and will establish T-2 seniority.
- 18 3. The remaining position will be filled by any T-2 Bellman employee who has expressed
19 interest in the transfer by utilizing a bell services transfer roster maintained in the ReCasting
20 office. The ReCasting office will pre-qualify suitable applicants based upon work record and
21 attendance. Management will contact the ReCasting office and interview the candidates for
22 selection based upon Article 14 of the Collective Bargaining Agreement concerning transfers.
- 23 4. The third shift Bellman will be considered for transfer along with those Bellman utilizing the
24 transfer procedures. The selection process will be based upon the criteria in paragraph 3.
- 25 5. If no Bell Services employees apply for the position, then the Resort may fill the position from
26 any existing job classification or from outside the Company.
- 27 6. An employee, who accepts a transfer, must remain in that location and position for a
28 minimum of six (6) months.
- 29 7. When new Resorts open, the new property transfer procedures (Article 14, Section 3) will
30 supersede the regular transfer procedures.

31 32 **Bell Services - Miscellaneous**

- 33
34 1. With prior approval from Management, Bellman will be paid the standard guaranteed gratuity
35 rate for no guest contact room changes.

36 37 **Parking Accident Policy**

- 38
39 1. Upon first occurrence - two (2) point reprimand
- 40 2. Upon second occurrence - two (2) point reprimand
- 41 3. Two (2) accidents within a twenty-four (24) month period will result in the employee's
42 mandatory transfer to a non-driving area. The employee will transfer with two (2) accidents on
43 his/her record card, but only with the actual disciplinary points assessed within the preceding
44 twelve (12) month period.

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

50
51 Subsequently, if an employee is involved in an accident, the employee will be permanently
52 prohibited from driving any guest vehicle or Company vehicle.

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

6
7 Management will give employees with invalid licenses, sufficient time to get reinstatement of their
8 license where appropriate. If the employee is not able to reinstate their license, Management will
9 make reasonable efforts, when available, to offer jobs at locations where employees will not have
10 to drive and may retain their tip status, when possible. Employee will be notified of this policy.

11 **Dispatch**

- 12
13
14 1. Employees who are trained for a DME Assistant role will meet with their leader upon
15 completion of that training and will be asked to commit to being available to perform that role
16 for a duration of six (6) months. If the employee declines, they will be returned to their
17 previous role and will not be eligible for additional training as a DME Assistant for six (6)
18 months.
- 19 2. DME Assistants will be designated by the Company and will receive an additional seventy
20 five cents (\$0.75) per hour premium. Employees who fill in as a DME Assistant will be paid an
21 additional seventy five cents (\$0.75) per hour for all hours worked in this capacity.

22 **Labor/Management Committee**

23 The Company and the Union recognize the mutual benefit of joint meetings of representatives of
24 both parties. Therefore, the Labor/Management Committee is established to discuss and make
25 recommendations in areas of mutual concern that have been referred to the Committee. The
26 Committee will be co-chaired by the President Transportation Communications International
27 Union (TCU), Local 1908 or his/her designee, the Vice President of Labor Relations or his/her
28 designee, and a Disney line of business executive or his/her designee.
29 The meeting will be scheduled at a time that does not interfere with the daily operation. Agenda
30 items for the Committee meeting will be exchanged by the parties at least five (5) days prior to
31 the meeting. However, it is understood and agreed that the Committee will not have the authority
32 to receive or resolve grievances or engage in collective bargaining. A maximum of five (5) Union
33 Shop Stewards designated by the Union will attend the meeting. A Shop Steward designated by
34 the Union to attend the Committee meeting during his/her scheduled shift will be paid for the time
35 attending the meeting.

36 37 **FRONT OFFICE (FRONT DESK/CONCIERGE/FSA)**

- 38
39 1. Transfers from a different job classification and new hires into the Resorts Guest Service
40 Host/Hostess position must go through an interview process at ReCasting.
- 41 2. Employees who transfer into any Front Office role will be placed on a ninety (90) day
42 qualifying period. If the Company determines during the ninety (90) days that the employee's
43 performance is not satisfactory, or if the employee requests a return during the **ninety (90)**
44 days, the Company will return the employee to his/her prior job classification and location and
45 the employee shall be immediately eligible to transfer again.
- 46 3. Employees will receive thirty (30) minutes to bank out if they have a physical bank. This time
47 will include all banks. Bank drops will occur on Company time and are to be included in the
48 thirty (30) minutes. In the event of a bank-out issue, it is the responsibility of the employee to
49 notify Management in order for overtime to be authorized.
- 50 4. The Company may require Front Desk Cashiers who walk through Guest areas to drop
51 deposits to be escorted by another employee or Management.

1 5. Front Desk Service Advisors (FSA) will be designated by the Company and selected from
2 within the Front Office operation with a minimum of four (4) months of Front Office
3 experience. FSAs will receive an additional one dollar (\$1.00) per hour premium. Effective
4 October 2, 2011, the premium will increase to one dollar and twenty-five cents (\$1.25) per
5 hour for all actual hours worked as an FSA. Effective September 30, 2012 the premium will
6 increase to one dollar and fifty cents (\$1.50) per hour for all actual hours worked as an FSA.

7 Employees who fill in as an FSA will be paid an additional one-dollar (\$1.00) per hour for all
8 hours worked in this capacity. Effective October 2, 2011, the premium will increase to one
9 dollar and twenty-five cents (\$1.25) per hour. Effective September 30, 2012 the premium will
10 increase to one dollar and fifty cents (\$1.50) per hour. FSAs must maintain minimum
11 qualifications in order to retain their status as an FSA. FSAs failing to maintain minimum
12 qualifications may be removed from the role.

13 6. Employees who are trained for an advanced job function (for example: Room Assignment
14 etc.) will meet with their leader upon completion of that training and will be asked to commit to
15 being available to perform that job function for a duration of six (6) months. If the employee
16 declines, they will be returned to their cashier role and will not be eligible for additional
17 training in advanced job functions for six (6) months.

18 7. Any Front Office Cast Member may be selected to perform the job functions of Operations
19 Support, Room Assignment, Front Desk Group Assistant, and Curbside Arrival Greeter based
20 on skills, abilities, dependability, and experience. All things equal, seniority will prevail.

21 8. All Front Office Cast Members will be paid at the Front Desk H/H rate with an additional fifty
22 cent (\$.50) premium when performing the job function of Operations Support (excluding
23 Cashier Operations Support), Room Assignment, and Front Desk Group Assistant. {This
24 premium will increase to sixty cents (\$.60) effective 10/2/2011 and to seventy five cents
25 (\$.75) effective 9/30/2012.}

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

29 **Cash Handling Discipline**

30
31 1. All procedural problems will result in a one (1) point reprimand, except in cases involving a
32 monetary loss to the Company over two hundred and fifty dollars (\$250.00).

33 2. If the employee is over or short from ten dollars (\$10.00) two hundred and fifty dollars
34 (\$250.00), or item(s) of equivalent value (i.e., tickets), it will result in a one (1) point
35 reprimand.

36 3. If the employee is over or short in excess of two hundred and fifty dollars (\$250.00), or
37 item(s) of equivalent value (i.e., tickets), it will result in a two (2) point reprimand.

38 4. Upon receiving three (3) cash handling disciplinary points, but less than five (5) disciplinary
39 points, the employee will be offered a non-cash handling position. Additionally, if the
40 employee declines the transfer in written form, the Company is under no obligation to make
41 any further offers to the employee. On the date the employee accepts an offer of non-cash
42 handling position, no further disciplinary points for cash handling will be used as an active
43 component of his/her record card. This will be applied only to incidents occurring after the
44 employee has accepted the offer to transfer and not the original date of occurrence. The
45 Company reserves the right to discipline outside this matrix for dishonesty.

46 5. If, after receiving progressive discipline for cash handling, an employee requests assistance
47 in verifying his/her bank and/or receipts, the shift supervisor will be available to assist.

48 6. Disciplinary points will remain on the employee's record card for twelve (12) months from the
49 date of occurrence.

- 1 7. Termination upon receiving five (5) points in accordance with Article 18, Section 6.
2 8. The Company will not issue both job performance discipline and cash handling reprimands
3 for the same set of circumstances.
4 9. No discipline will be issued for Cash Handling errors during the first twenty-one (21) days
5 (including training) as a Front Desk employee. The Company reserves the right to discipline
6 when just cause exists.

7

8 **RECREATION**

9 Employees who work at Fort Wilderness that are stasured to Recreation positions and work at
10 Fort Wilderness Meadows pool area, Meadows **bike** barn area, and Camp Fire remote locations
11 within the campground will receive ten (10) minutes travel time.
12

13 At Fort Wilderness Resort, Recreation H/H will receive a \$0.50 per hour premium for all hours
14 worked performing the functions of Archery and/or Segway Instruction.
15

16 **ADVANCED RESCUE PATROL**

17

18 Employees new to the Advanced Rescue Patrol will be placed on a one-hundred and twenty
19 (120) day qualifying period. If the Company determines during the one-hundred and twenty (120)
20 day qualifying period that the employee's performance is not satisfactory or if the employee
21 requests a return within the one hundred and twenty (120) days, the Company will return the
22 employee to his/her prior job classification and location. The employee shall be immediately
23 eligible to transfer again.
24

25 Employees in the Advanced Rescue Patrol role who receive two (2) reprimands for poor job
26 performance directly related to their duties as an Advanced Rescue Patrol in a twelve (12) month
27 period will be returned to his/her prior job classification.
28

29 The Watercraft Incident/Accident Standard as reflected in the TCU Side Letter will apply to the
30 Advance Rescue Patrol.
31

32 Full Time employees stasured to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations,
33 Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake-Lake
34 Patrol will be given priority to transfer to openings within these five (5) operations.
35

1 **Fishing Guides**

2

3

4

5

6

7

All 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 Full Time and Part Time Fishing Guides.

1
2 **Addendum B-5**
3 **United Food & Commercial Workers International Union (UFCW Local 1625)**

4
5 **SALES HOST/HOSTESS**

6
7 **Data Maintenance Pay Premium**

8
9 It is our mutual agreement that a Sales Host/Hostess will receive premium pay of one dollar and
10 twenty-five cents (\$1.25) per hour for performing Data Maintenance work. In order to receive
11 Data Maintenance premium pay, the Sales Host/Hostess must be performing a Data
12 Maintenance function for sixty (60) consecutive minutes or more:

13
14 Requisition merchandise (on an as needed basis only) through use of **the** designated Inventory
15 System to ensure appropriate inventory levels.

16
17 **Data Maintenance Selection Criteria**

18
19 Data Maintenance opportunities will be posted and available for seven (7) days within the
20 location. Any Sales Host/Hostess who is interested in being considered for an opportunity should
21 indicate his/her interest by signing the bi-yearly posting. The following factors will be taken into
22 consideration with respect to filling the position: seniority, dependability, skill and ability. Only the
23 top senior Sales Hosts/Hostesses will be considered based on Sales Hosts/Hostesses interested
24 in Data Maintenance who meet the following minimum qualifications:

- 25
26 1. Length of service
27 (a) Six (6) months seniority in the job classification of STCU Sales Host/Hostess
- 28 2. Dependability
29 (a) Supervisor's Record Card may have no more than five (5) attendance entries within the
30 last six (6) months (not including early shift releases or authorized days off)
31 (b) No more than one (1) reprimand in the last six (6) months
32 (c) Skill and ability
- 33 3. Demonstrated skill and ability to perform the job
34 (a) Demonstrated proficiency in the designated Inventory System [business acumen test
35 score of ninety percent (90%)]
36 (b) Demonstrated proficiency on the Point of Sale register system
37 (c) Demonstrated team player

38
39 Sales Hosts/Hostesses not stasured as Data Maintenance but who perform Data Maintenance
40 work will be subject to the same Data Maintenance selection criteria listed above. The Company
41 reserves the right to limit participation.

42
43 The Company will post opportunities globally in all locations a minimum of one (1) time per year.
44 The top senior Sales Hosts/Hostesses who meet the criteria will attend an Inventory system
45 training class and be required to take the Business Acumen test with a passing score of ninety
46 percent (90%). This group of Sales Hosts/Hostesses will constitute a pool of qualified Sales
47 Hosts/Hostesses to fill Data Maintenance openings as they arise. Transfer sheets will be filled
48 out a minimum of one (1) time per year. A temporary Data Maintenance opening of less than
49 thirty (30) days may be filled by property, by seniority, from the qualified pool. Sales
50 Hosts/Hostesses will be offered permanent openings by seniority. If a Sales Host/Hostess is
51 offered a Data Maintenance position and chooses not to accept the position they will be removed
52 from the pool until the next posting. The Sales Host/Hostess will be required to repost.

53
54 Sales Hosts/Hostesses new to the Data Maintenance role will be placed on a one-hundred and
55 twenty (120) day qualifying period. If the Company determines during the one-hundred and

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

11 **Confectionery Premium**

12
13
14 Sales Hosts/Hostesses will receive premium pay of fifty (\$.50) cents per hour payable in thirty
15 (30) minute increments when performing confection production duties. Locations include, but are
16 not limited to the following: Main Street Confectionery, Beverly Sunset Sweet Spells, Goofy's
17 Candy Company, Disney's Candy Cauldron, and Werther's Storck. Sales Hosts/Hostesses who
18 preference the confection production line will receive training prior to the schedule bid going into
19 effect. The implementation of Confection Production Premium beyond the locations listed above
20 will be done only by mutual agreement of the Company and United Food & Commercial Workers
21 Union, Local 1625.

22 **Non-Automated Personalization Premium**

23
24
25 Sales Hosts/Hostesses performing non-automated personalization tasks will receive a pay
26 premium of fifty cents (\$.50) per hour payable in one (1)-hour increments provided that they meet
27 the following criteria

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

31
32
33 Sales Hosts/Hostesses currently performing non-automated personalization tasks at Disney's
34 Days of Christmas and Ye Old Christmas Shoppe will receive the premium for all hours worked in
35 one (1)-hour increments while performing these duties. All positions for non-automated
36 personalization roles will be posted in each respective area. Anyone selected in the future to
37 perform non-automated personalization work shall be selected in accordance with the criteria
38 outlined above.

39
40 If a Sales Host/Hostess has a regularly assigned work schedule performing non-automated
41 personalization for fifty percent (50%) or more of his/her time in a six (6) month period, he/she will
42 be statued at the premium rate. A Sales Host/Hostess statued to this premium rate, at the
43 Disney's Days of Christmas and Ye Old Christmas Shoppe will not be deployed outside of the
44 location.

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

46
47
48 Sales Hosts/Hostesses will receive premium pay of twenty-five (\$.25) cents per hour payable in
49 one (1) hour increments when performing the role of Information Desk at the World of Disney.

50 **Fork Lift Operator Premium**

51
52
53
54 Sales Hosts/Hostesses will receive thirty (\$.30) cents per hour premium pay for all hours worked
55 in increments of one (1) hour when operating a fork lift.

1 **Hotel Plaza Boulevard/Gaylord Palms Premium**

2
3 Sales Hosts/Hostesses working at Hotel Plaza Boulevard and Gaylord Palms Merchandise
4 locations will receive premium pay of thirty cents (\$.30) per hour for all hours worked performing
5 Guest Service duties. Guest Service duties include, but are not limited to, ticket sales, ticket
6 refunds, ticket upgrades, ATS transactions, vouchers, dining reservations, and providing WDW
7 Resort information.

8
9 **Labor/Management Committee Meetings**

10
11 The parties agree to establish Management/Shop Steward meetings to maintain open lines of
12 communication. The meetings will be scheduled on an as needed basis, as mutually agreed
13 upon, and will be attended by the Area Manager, the area Union Shop Stewards and open to
14 Union Representatives of UFCW Local 1625 and Labor Relations. The Committee will be co-
15 chaired by the President of UFCW Local 1625 or his/her designee and the Vice President of
16 Labor Relations or his/her designee. Agenda items for the Committee meeting will be exchanged
17 by the parties at least five (5) days prior to the meeting. These meetings are not intended to
18 resolve any issues subject to collective bargaining or the grievance process. The meetings will
19 be scheduled by Management at a time that does not interfere with the daily operation. Shop
20 stewards attending the meeting during their scheduled shifts will be paid for the time attending the
21 meeting.

22
23 **Scheduling**

24
25 Bidding will occur at least twice per year, schedules will be posted seven (7) days in advance,
26 and a UFCW Local 1625 Shop Steward and/or Business agent will be present for the bid.

27
28 **Fort Wilderness**

29
30 Employees who work at Fort Wilderness that are stasured to Merchandise will receive ten (10)
31 minutes travel time.

32
33 **Pin Trading Lanyards**

34
35 Sales Host/Hostesses working in an on-stage area will be required to wear a Company provided
36 pin trading lanyard or accessory. Management will not require an on-stage Sales Host/Hostess to
37 wear a pin trading lanyard if it will jeopardize the safety of the Sales Host/Hostess. A Sales
38 Host/Hostess will not be required to wear a pin trading lanyard or accessory if the majority of
39 his/her shift will be spent working in a backstage area.

40
41 **Bibbidi Bobbidi Boutique**

42
43 A Bonafide Occupational Qualification is that only females will be considered for a role within the
44 Boutique.

45
46 **Basket Creation/Design Work**

47
48 Sales Hosts/Hostesses will be paid at the applicable Floral Host/Hostess rate for all hours worked
49 in consecutive increments of one (1) hour when duplicating existing basket template designs
50 provided by the WDW Florist Department.

51
52 Sales Hosts/Hostesses will be paid the applicable Floral Specialist rate for all hours worked in
53 consecutive increments of one (1) hour when creating/designing new baskets or
54 creating/designing new baskets for guests under the "Create Your Own Basket" offering.

55
56 The basket creating training program will be offered on a periodic basis to Sales Hosts/Hostesses

1 who express an interest in basket creation opportunities. Basket creation training opportunities
2 will be posted in the respective locations. Sales Hosts/Hostesses will be selected to participate in
3 these training opportunities based on seniority within the location.

4
5 Sales Hosts/Hostesses who complete the training will be required to pass a standardized test
6 regarding their ability to meet basket creation/design quality and quantity standards. Sales
7 Hosts/Hostesses who pass this standardized test will be eligible for future basket creation/design
8 work opportunities. The WDW Florist Department Management will be involved with the creation
9 and implementation of this testing process.

10 11 12 **CATERING**

13 14 **Catering Payment Policy**

15
16 The established gratuity pay practice throughout all Catering locations across property for all
17 tipped Catering employees shall be as follows: gratuities will be paid based on an established
18 hourly rate (lump sum gratuities for all Catering events during the workweek divided by hours
19 worked for the workweek).

20
21 A fifteen percent (15%) gratuity will be calculated on actual food and beverage price to the client.
22 Gratuity will be added to the employee's base rate of pay for the classification being performed.
23 "At Cost" events will be paid at the established "at cost" rates.

- 24
25 1. Gratuity Distribution – A fifteen percent (15%) gratuity shall be paid regardless of the
26 classification of employees servicing a function.
27
28 (a) Food and Beverage Service (Gratuity is in addition to rate of pay for classification being
29 performed.)
30
31 1. Banquet Service H/H (T) (Servers) and Beverage Service H/H (T) (Bartenders) and
32 Captains equally share thirteen and one-half percent (13½%).
33
34 2. Food and Beverage Captain (T) (Captains) share an additional one-half
35 percent (½%).
36
37 3. Banquet Facilities H/H (Housemen) share one percent (1%).
38
39 4. Ft. Wilderness, Pleasure Island, Water Parks, and Parks will be paid 50/50
40 high/low split.
41
42 5. The standard pay rate for Banquet Facilities H/H (T) (Housepersons) is:
43 eighty-five percent (85%) High Rate and fifteen percent (15%) Low Rate (Resorts
44 and Parks).
45
46 6. Gratuity Policy for Banquet Facilities H/H (T) Housemen:
47 (a) Food and Beverage Service (Gratuity is in addition to rate of pay for classification
48 being performed)
49 - Housemen share one percent (1%).
50 (b) Coffee Break Service (Gratuity is in addition to rate of pay for classification being
51 performed)
52 - Housemen share two percent (2%).
53 (c) At Cost Events
54 - 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/Hostesses (Housemen) shall be combined, provided all
Housemen in the affected areas have a valid Florida Driver License. The Company

1 in its sole discretion may change the consolidated regions at any time.

2
3 (b) A Bartender who picks up a server shift in a Park will be bumped to an available bar (that
4 which is being worked by other than a staturesd Bartender) upon request.

5 (c) Coffee Break Service

6
7 Coffee Breaks – There will no longer be a distinction between Coffee Break Servers and
8 Banquet Servers. There will be one job classification known as Banquet Server. “Coffee
9 Breaks,” will have first priority at being scheduled for Coffee Break functions within their
10 home location; however, they will also be scheduled non-Coffee Break functions in order
11 to maximize their hours. Coffee Break functions are defined as continental breakfasts,
12 boxed breakfasts, Intimate Weddings, Brides’ dressing room functions, all day beverage
13 service functions, and refreshment breaks. Coffee Breaks will be bid by seniority, by
14 location. In the event that alcoholic beverages are requested (bottled beer, etc); the
15 Company acknowledges the need for the function to be staffed by a Responsible Vendor,
16 with first priority given to staturesd Bartenders. The gratuity for Coffee Break functions will
17 continue to be calculated separately.

18 1. Banquet Service H/H (T) (Servers) and Captains equally share twelve and one-half
19 (12½%)

20 2. Food and Beverage Captain (T) (Captains) share an additional one-half
21 percent (½%).

22 3. Banquet Facilities H/H (Housepersons) share two percent (2.0%)

23 2. Banquet Service H/H set tables, serve function, and bus after events.

24 3.. Each catering operation and Park Event Operations will operate with one (1) gratuity pool for
25 both food and beverage.

26 4. Gratuities will be distributed based on current agreed upon procedures at each catering
27 location.

28 5. Full Time **7(i)** Catering employees will receive only straight-time hourly rate commensurate
29 with their classification seniority plus their share of the applicable service charge for all hours
30 worked in the banquet function.

31 **Gratuity Calculation for In-House Events**

32
33 1. Events identified by the Company as Cast area celebrations will be paid at a flat rate of
34 twenty-five dollars (\$25) per hour for Servers and Bartenders; thirty dollars (\$30) per hour for
35 Captains; and seven dollars (\$7) per hour for Housemen over his/her high rate for all hours
36 associated with the event. Local management will participate in the service of Cast area
37 celebrations. Catering employees will supplement the service.

38 2. Events identified by the Company as “Cast Serving Cast” will be paid at a fifteen percent
39 (15%) gratuity calculated on the food and beverage retail price. Gratuity will be added to the
40 employee’s base rate of pay.

41 3. Events identified by the Company as “At Cost” functions (for example Partners in Excellence
42 Awards, Ten and Fifteen Year Service Awards, **and** Twenty Year and above Service Awards
43 will be paid as follows:

44 (a) Thirty-five dollars (\$35) per hour for Servers and Bartenders, forty dollars (\$40) per hour
45 for Captains for all set-up hours and all hours worked on actual day of event.

46 (b) Houseperson – seven dollars (\$7) per hour over his/her high rate for all hours associated
47 with the event.

48 **Fees**

49
50 1. There will be no off-property fee for functions at Celebration office buildings.

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

13

14 **Staffing Guidelines**

15

16 Management reserves the right to staff functions as deemed appropriate.

17

18 **Miscellaneous Catering Agreements**

19

- 20 1. All Full Time tipped Catering employees, excluding currently grandfathered employees and
21 Banquet Facilities H/H will be statused 7(i). A non 7(i) Catering employee may opt to turn
22 7(i), but will have no option to return to a non 7(i) status. The Company, when it becomes
23 aware, will notify the Union in the case an employee is ineligible to be classified as 7(i).
- 24 2. Culinary stations will have a culinary employee to cook all items on stage. Banquet Service
25 H/H will reheat items on stage when deemed necessary by location Management for show
26 quality. Carving will be considered a "Culinary Only" function.
- 27 3. Servers will not be required to move hot boxes or Queen Marys or tray up pre-plated food
28 plates. However, as needed, assist other team members in these duties to ensure
29 appropriate guest service.
- 30 4. Catering functions held outside the operating areas of the catering location will be handled by
31 the staff in the specific location where the revenue is credited. Any deviation will be
32 discussed in advance with the appropriate Affiliate Union(s).
- 33 5. Private Dining, where available, shall staff all functions held in Resort guest room suites.
- 34 6. Silverware, dishes, glassware, tablecloths, utensils, etc. will be available and readily
35 accessible in a consistent area by location, where practicable for set-up by the Banquet
36 Service H/H, and Beverage H/H,-for all functions including outdoor events.
- 37
- 38 7. All Regular Captain openings shall be posted as needed. Only non-probationary regular
39 employees shall be eligible for Captain positions. The following guidelines apply in filling
40 positions:
41
 - 42 (1) Minimum of four (4) months relevant Disney experience
 - 43 (2) Skills to be considered: performance, experience, technical skills, initiative, team
44 work, dependability and communication skills
 - 45 (3) In the event candidates are deemed to have equal qualifications, seniority shall
46 be the determining factor.
- 47
- 48 8. Employees new to the Captain role will be placed on a one hundred eighty (180) day
49 qualifying period. If the Company determines during the one hundred eighty (180) day
50 qualifying period that the employee's performance is not satisfactory or if the employee
51 requests a return within the one hundred eighty (180) days, the Company will return the

1 employee to his/her prior job classification and location and the employee shall be
2 immediately eligible to transfer again.

- 3
- 4 9. Employees in the Captain role who in a rolling twelve (12) month period receive two (2)
5 reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be
6 returned to his/her prior job classification.
- 7
- 8 10. Relief Captain positions will be filled in accordance with the STCU guidelines for selection of
9 Relief Coordinators.
- 10 11. In the event that a catering function is canceled within twenty-four (24) hours of the
11 scheduled function time, the Company will compensate any catering employee who is
12 displaced by the cancellation and who is unable to be rescheduled for another function. The
13 employee will be compensated the amount equal to the gratuity that would have been
14 realized if the function had occurred. (This does not include functions that are cancelled due
15 to fire, flood, hurricane, act of God, civil disturbances, picketing, or threat of harm.) Full Time
16 Servers will replace CT Servers working a location function.
- 17 12. Hourly gratuity rates for each location will be made available weekly to Catering employees,
18 including Facilities H/H.
- 19 13. When it is determined that employees are required to extend beyond the end time of a
20 function, it shall be done in the following manner: on a voluntary basis first; CT employees
21 second; junior, Full Time employees last.
- 22 14. Catering Employees who No-Call/No-Show for a scheduled shift, or call in for any reason
23 except FMLA, are prohibited from working any subsequent shift(s) during the same workday.
- 24 15. Late/Call-In House Rules: Disciplined according to attendance matrix. (NOTE: If event has
25 started, he/she is released from shift. The Manager will start to call replacements after thirty
26 (30) minutes after call time.)
- 27 16. The Catering Labor Management Committee shall meet at times mutually agreed upon by
28 both parties. The meetings will be scheduled by Management at a time that does not
29 interfere with the daily operation. The Union agrees to provide the Company with advance
30 notice of attendees and agenda topics. Tipped Cast Members will be paid at high rate.
- 31 17. Management/Shop Steward Meetings
- 32
- 33 The parties agree to establish Management/Shop Steward meetings for Catering employees
34 in all locations to maintain open lines of communication and to discuss and resolve issues
35 including Safety.

36

37 **Scheduling**

38

- 39 1. All Full Time Banquet Captains', Catering Servers' and Bartenders' schedules will be posted
40 by 8:00 a.m. on Wednesday, in their stasured location and/or on the Cast Portal.
- 41
- 42 2. Captain shifts will be scheduled in their home or stasured location first. Captains will be
43 scheduled for Captain's shifts using a consistent global rotation at all locations. Captains may
44 be scheduled for Captain's shifts up to a maximum threshold of sixty-five (65) hours per week
45 within their home location or fifty-five (55) hours per week when scheduled globally as a
46 Captain. After all available Captain shifts have been scheduled globally, Captains who have
47 not reached the maximum fifty- five (55) hours per workweek will be scheduled within the
48 server rotation first in their home location and then global rotation.
- 49
- 50 3. Full Time Banquet Servers **and** Bartenders to include Shop Stewards, will be scheduled in
51 their home or stasured location first, using a consistent rotation process among all locations,
52 until they reach a maximum fifty-five (55) hours per workweek, by job classification. This in
53 no way guarantees fifty-five (55) hour workweek. Non 7(i) employees will be scheduled first

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

8 4. Any shifts remaining after employees are maximized in their home location will be placed in a
 9 global scheduling pool. Employees who have not reached fifty-five (55) hours will be
 10 scheduled shifts from the global pool until they are maximized. Shifts in the global scheduling
 11 pool will be arranged in descending order by hours. Two (2) or more shifts with identical
 12 lengths will be assigned in alphabetical order according to the name of the location where the
 13 shift exists.

14 5. Banquet Servers, Bartenders, and Captains shall not be involuntarily scheduled less than six
 15 (6) hours time off between their last shift, and the first shift of the following day.

16 6. Banquet Servers, Bartenders and Captains shall be scheduled sixty (60) minutes “buffer
 17 time” between shifts when travel is required. When scheduled within the same location, there
 18 will be no buffer time.

19 7. EXTRA HOURS HOTLINE (EHH): After global scheduling is complete, all available shifts
 20 with the exception of Captain shifts, will be released by 9:00 a.m. to the Extra Hours Hotline
 21 (EHH) for Full Time Bartenders, and Servers, (EHH) will not be available until Wednesday at
 22 12:00 p.m. Housemen and Full Time Food & Beverage Dinner Show Servers who are “7(i)”
 23 and trained in the Catering location may pick up shifts at 11:00 a.m., provided it will not result
 24 in overtime or double time at any time during the payroll week. Catering CTs may pick up
 25 shifts beginning at noon each day.
 26

EHH Unfilled global shifts	
9:00 a.m.	FT Server to Server
	FT Bartender to Bartender
	FT Banquet Captain to Server
10:00 a.m.	FT Server to Bartender
	FT Bartender to Server
	FT Captain to Server or Bartender

27

28 8. NEW BUSINESS OPPORTUNITIES (NBOs) will be filled as follows:

29 (a) NBOs that do not occur on the next day will be made available on the EHH first to
 30 Catering Cast members statused to the location where the NBO occurs until 9:00 a.m.
 31 the following morning. Thereafter EHH timelines outlined in Section 7 above will apply.
 32 The Union and the Company agree to address situations where an employee picks up an
 33 excessive amount of NBO shifts.

34 (b) NBOs that occur on the next day:
 35 1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing
 36 the existing local pop-up rotation for Full Time employees. Locations will utilize a
 37 process to ensure this rotation is followed.
 38 2. If the shift is not filled through the local pop-up rotation, the location will pass the shift
 39 information to the Catering Labor Office, who will immediately post the shift to the
 40 Extra Hours Hotline (EHH). The regular time limits shall apply for all Full Time
 41 Catering employees. Catering CTs will not be able to pick up shifts until 12:00 p.m.

42 (c) NBOs that occur on the same day:
 43 1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing
 44 the existing local pop-up rotation for Full Time employees. Locations will utilize a

- 1 process to ensure this rotation is followed.
- 2 2. If the shifts remain unfilled, the location may fill the shift at their discretion.
- 3 9. OPT OUTS: Catering employees may request to “opt out” of one (1) workday or up to three
4 (3) shifts per week. Employees must communicate their opt-out request to the Catering
5 Labor Office no later than forty-eight (48) hours prior to the beginning of the opt-out shift. All
6 open shifts resulting from opt-outs will be posted on the EHH by 9:00 a.m. on the following
7 day. EHH timelines outlined above in Section 7 will apply.
- 8 10. REQUESTED DAY OFF (RDO): Catering employees may request one (1) day off per week
9 electronically. Requests must be submitted no later than noon on the Monday prior to the
10 posting of the following week’s schedule. The day off may be granted by job classification,
11 consistent with local operational requirements of Captains, and global operational
12 requirements for Servers and Bartenders. In the event all requests for a particular day
13 cannot be approved due to operational requirements, global seniority of Servers by job
14 classification for Servers and Bartenders and local seniority for Captains shall prevail.
- 15 11. VACATION: Catering vacation bidding will be done globally in accordance with STCU Article
16 21, Sections 7 (a), (b), and (c). When an employee requests and is granted five (5)
17 consecutive days as vacation, they may request up to two (2) days off on either or both ends
18 (up to four (4) days) of their requested vacation time. Existing “block out” policies shall apply.
- 19 12. BLOCK OUT DATES: The Company will make every effort to give employees as much
20 notice as reasonably possible in advance of “Block Out” dates. Catering employees may not
21 use call in/sick free days on New Year’s Eve (NYE).
- 22 13. All Banquet Servers, Bartenders, and Captains will not be involuntarily scheduled less than
23 1560 hours on an annualized basis (Jan.1 – Dec. 31). Scheduled hours include vacation,
24 sick time, A.D.O.’s, R.D.O.’s, and opt outs. Employees who have taken leaves of absence
25 shall be prorated for the 1560 hours. All grievance settlements based on the Company’s
26 proven failure to schedule 1560 hours will be paid at the appropriate non-tipped rate of pay.
- 27 14. Catering employees may “swap back” one (1) scheduled shift for one (1) longer shift that is
28 posted on the portal, provided both shifts occur within their home location, and the longer
29 shift does not conflict with the employee’s remaining scheduled shifts for the day. Shifts
30 “swapped back” will be immediately posted on the EHH.
- 31 15. Deployed Catering Cast Members may be called back to their home location if a desirable
32 shift becomes available.
- 33 16. Global Catering schedules will be made available to select Shop Stewards.
- 34 17. Prior to the Company opening any temporary or “overflow” dining operations, it will meet with
35 UNITE HERE! Local 737 and UFCW Local 1625 to determine by mutual agreement with the
36 Company which employees will staff the operations.
- 37 18. The Union and the Company agree to discuss and resolve unexpected results relative to
38 scheduling for a period of six (6) months from the date of ratification of the agreement.

39
40 MISCELLANEOUS HOUSEMEN AGREEMENTS

- 41
- 42 1. Rank order priority shall be established for recognizing preferences by seniority for preferred
43 shift time and preferred day off combinations. All Banquet Facilities Host/Hostesses
44 (Housemen) schedules will indicate a start and end time for each shift.
- 45 2. There will be a minimum of two (2) schedule bids per year for Housemen. The Company will
46 reserve the right to conduct additional bids if deemed necessary.
- 47 3. A UFCW Local 1625 Shop Steward or Business Agent will be present for the bid.
- 48 4. Schedule bids will be posted at least seven (7) days prior to bidding. Any deviation will be
49 discussed in advance with the Union.

- 1 5. All Banquet Facilities Host/Hostesses (Housemen) schedules will indicate a start and end
2 time for each shift.
- 3 6. Work gloves and raingear will be made available at WDW Costuming.
- 4 7. Banquet Facilities Host/Hostesses are required to perform any set-up and/or tear down tasks
5 associated with any function. Responsibilities include, but are not limited to:
- 6 (a) Setting up and breaking down all department functions. Park Housemen will assist
7 Banquet Servers in setting areas.
- 8 (b) Cleaning, servicing, and general maintenance of banquet equipment, function rooms, and
9 related service area.
- 10 (c) Servicing/freshening all meeting rooms during breaks.
- 11 (d) Transporting catering equipment for functions.
- 12 (e) Assisting Coffee Break staff during refresh and breakdown, including clearing items such
13 as coffee cups, plates, glasses, etc.
- 14 (f) Placement and removal of grills, ovens, and fryers for beach functions at the Resorts.
15 It is understood that when business needs dictate, all employees including Culinary, will
16 assist in the placement and removal of the grills, ovens, and deep fryers.
- 17 8. The Company shall establish and follow safety guidelines with regard to the use of
18 propane/space heaters for catering functions. The Company agrees to provide training for all
19 Banquet Facilities Host/Hostesses who use propane equipment in their role on an as needed
20 basis.
- 21 9. Hourly rates for each location will be posted weekly and/or made available to employees,
22 including Banquet Facilities H/H.
- 23 10. Scheduled overtime will be distributed as equitably as practical to ensure that everyone has
24 the opportunity to receive overtime. Mandatory overtime shifts by location will be distributed
25 as follows:
- 26 (a) Determine the number of shifts needed
- 27 (b) Distributed by seniority to volunteers before assignment to non-volunteer senior employees
- 28 (c) Assign to junior employees first
- 29
- 30 11. Scheduled overtime will not displace any Housemen from their regularly scheduled shift.
- 31
- 32 12. **Fork Lift Operator Premium**
- 33
- 34 Banquet Facilities Host/Hostesses will receive thirty (\$.30) cents per hour premium pay for all
35 hours worked in increments of one (1) hour when operating a fork lift.
- 36
- 37 13. **Parks Event Operations**
- 38
- 39 Banquet Facilities Host/Hostesses working in Parks Event Operations shall receive an
40 additional one dollar (\$1.00) per hour premium added to his/her base rate of pay for all hours
41 worked in the location.

42 **FLORIST**

43 **Coordinators**

44
45
46
47 Individuals designated as Coordinators will be permitted to coordinate the workflow of employees
48 in any job classification; however, Coordinators will not be permitted to coordinate the technical
49 aspects of a higher job classification.

1
2 **Floral Host/Hostess**
3

4 Floral Hosts/Hostesses will perform the following functions: processing/stocking, delivery, basket
5 production, and set and strike team. With the exception of Data Maintenance, Floral
6 Hosts/Hostesses will be cross-trained in processing/stocking, delivery, basket production, and set
7 and strike. Employees may be assigned in any of these functions throughout the work week. This
8 position will require a secondary interview/overview of all functions except Data Maintenance.
9

10 **Data Maintenance Pay Premium**
11

12 It is our mutual agreement that a Floral Host/Hostess will receive premium pay of one dollar and
13 twenty-five cents (\$1.25) per hour for performing Data Maintenance work. In order to receive
14 Data Maintenance premium pay, the Floral Host/Hostess must be performing a Data
15 Maintenance function for sixty (60) consecutive minutes or more.
16

17 **Floral Sales Host/Hostess**
18

19 Floral Sales Hosts/Hostesses will perform phone sale operations. The number of positions may
20 be increased or decreased based on business need. The following steps will be used to interview
21 and select Employees for these positions:
22

- 23 • Open positions will be posted in the location for seven (7) days. If no internal candidates
24 post for the positions, the posting will be submitted to Casting and filled in accordance
25 with Article 14, Section 1(a).
- 26 • Interested employees must meet the STCU Agreement transfer guidelines to be eligible
27 for consideration and interview.
- 28 • An interview process, to include a skills-based demonstration, reviewed and agreed upon
29 by the Union, WDW Floral Department Management, and Labor Relations, will be
30 required of each employee who is interviewed.
- 31 • Management will then select the employee based on demonstrated skill and ability to
32 perform the function. All other things being equal, the employee will be selected based on
33 seniority.
- 34 • Employees who perform this role more than fifty percent (50%) of their regularly assigned
35 work schedule will be stasured as a Floral Sales Host/Hostess. Employees who do not
36 perform these duties more than fifty percent (50%) of their regularly assigned work
37 schedule will remain stasured as a Floral Host/Hostess and be paid up to the Floral Sales
38 Host/Hostess rate only for actual hours worked when performing these duties for sixty
39 (60) consecutive minutes or more.
- 40 • Any vacancies that occur in the future in this area shall be filled in accordance with the
41 criteria outlined above.
42

43 **Floral Design Special Events Service Team**
44

45 Employees performing the specialized job functions of the Floral Design Special Events Service
46 Team will receive a premium rate of fifty cents (\$.50) per hour, in addition to their regular rate of
47 pay, for actual hours worked.
48

49 **Special Work Service Repair Premium**
50

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

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11

Fork Lift Operator Premium

Florist Host/Hostesses 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.



WALT DISNEY Parks and Resorts U.S.

September 8, 2010

Harris Raynor
Council President, Service Trades Council Union
4405 Mall Blvd.
Suite 600
Union City, Georgia 30291

RE: Letter of Understanding Regarding Grievance Procedure

Dear Harris:

This document reflects the understanding reached between the Company and the Union during the 2010 Service Trades Council Union negotiations. In that regard, the Company and the Union agree to pilot the use of non-binding mediation in attempt to resolve grievances prior to an arbitration hearing. The following outlines the parties' agreement as to the mediation process:

- Upon either party submitting a grievance to arbitration, the parties shall request the Federal Mediation and Conciliation Service to appoint a mediator.
- Selection of the Arbitrator and scheduling of the hearing will continue during the mediation process.
- The parties agree that mediation may be waived by either party for any grievances.
- The parties agree that neither the Company nor Union will be represented by a third party during the mediation process.
- The parties agree that the information gained through the mediation process will be confidential and not subject to use in subsequent proceedings.

This Letter of Understanding expires at the end of the term of the 2010 Collective Bargaining Agreement.

If the Union agrees to this agreement, please signify by signing below.

Sincerely,

J. Robbin Almand
Director WDW Labor Relations

Harris L. Raynor
President
Service Trades Council Union

Date _____

cc: International Alliance of Theatrical Stage Employees Local 631
International Brotherhood of Teamsters Local 385
Transportation and Communications International Union local 1908
UNITE HERE! Local 362
United Food and Commercial Workers, Local 1625
Workers United Local 737



WALT DISNEY Parks and Resorts U.S.

September 8, 2010

Harris Raynor
Council President, Service Trades Council Union
4405 Mall Blvd.
Suite 600
Union City, Georgia 30291

RE: Letter of Intent regarding Payroll Week

Dear Harris,

Pursuant to conversations during the STCU Main Table Negotiations, this correspondence documents the Company's intent regarding potential future changes to the Payroll Week.

Should the Company decide to change the Payroll Week, all pay rules, pay practices, payroll calculations, pay frequency and pay day, will remain unchanged and will be administered in accordance with the current Collective Bargaining Agreement. Additionally, if a Cast Members shift is impacted by the transition to a new Payroll Week, their pay will be made whole for the transition week.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robbin Almand".

Robbin Almand
Director, Labor Relations
WDW, Parks & Resorts US

cc: International Alliance of Theatrical Stage Employees Local 631
International Brotherhood of Teamsters Local 385
Transportation and Communications International Union local 1908
UNITE HERE! Local 362
United Food and Commercial Workers, Local 1625
Workers United Local 737



WALT DISNEY Parks and Resorts U.S.

September 15, 2010

Harris Raynor
Council President, Service Trades Council Union
4405 Mall Blvd.
Suite 600
Union City, Georgia 30291

Re: Letter of Understanding (LOU) - Regarding Access of Union Representatives

Dear Harris:

This document reflects the agreement reached between the Company and the Union to renew the April 4, 2007 Letter of Understanding regarding access of Union Representatives. In that regard, the Company and the Union agree that:

- Any dispute arising from suspension or revocation of a Union Business Agent's access privileges, not resolved within seven (7) calendar days, shall be subject to the grievance procedure (Article 19).
- Either the Union or the Company may bypass Steps 1-4 of the grievance procedure and move directly to Arbitration (Step 5).
- This Letter of Understanding will expire at the end of the 2010 collective bargaining agreement.

Should this reflect your understanding of our agreement, please signify by signing below.

Thank you,

J. Robbin Almand
Director, WDW Labor Relations

Harris Raynor
President
Service Trades Council Union

Date: 9/15/10

cc: International Alliance of Theatrical Stage Employees Local 631
International Brotherhood of Teamsters Local 385
Transportation and Communications International Union local 1908
UNITE HERE! Local 362
United Food and Commercial Workers, Local 1625
Workers United Local 737



WALT DISNEY Parks and Resorts U.S.

September 15, 2010

Harris Raynor
Council President, Service Trades Council Union
4405 Mall Blvd.
Suite 600
Union, City, Georgia 30291

RE: **Renewal of March 14, 2007 Letter of Understanding
Lost, Stolen or Damaged Identification (ID) Cards**

Dear Harris,

The parties agree to renew the March 14, 2007 Letter of Understanding between the Company and the Service Trades Council Union regarding lost, stolen or damaged Identification Cards. In that regard, the Company and the Union agree:

- If a Cast Member's ID card is lost, stolen or damaged, the replacement costs will be reduced to \$15.00 dollars, with the understanding that future costs could go up or down depending on any price changes associated with processing a replacement card.
- If a police report is presented that reflects the Cast Member's ID card was stolen there will not be any costs for a replacement ID card and there will not be any notations placed on the Cast Member's record card. However, the Cast Member will have to adhere to the time lines established under Article 18, Section 8, of the Service Trades Council Union Agreement.

This agreement will remain in effect throughout the term of the 2010 Collective Bargaining Agreement.

If the Union agrees to this renewal, please signify by signing below.

Sincerely,

J. Robbin Almand
Director WDW Labor Relations

Harris L. Raynor
President
Service Trades Council

Date

9/15/10

cc: International Alliance of Theatrical Stage Employees Local 631
International Brotherhood of Teamsters Local 385
Transportation and Communications International Union local 1908
UNITE HERE! Local 362
United Food and Commercial Workers, Local 1625
Workers United Local 737



WALT DISNEY Parks and Resorts U.S.

October 1, 2010

Harris Raynor
Council President, Service Trades Council Union
4405 Mail Blvd.
Suite 600
Union City, Georgia 30291

Letter of Intent: Random Alcohol and Drug Testing

Dear Harris,

Pursuant to our discussions during the 2010 Service Trades Council Union Negotiations, this letter documents the Company's intent regarding random alcohol and drug testing.

During the term of the 2010 Service Trades Council Union Agreement, the Company does not intend to pursue random alcohol and drug testing for positions other than those listed below.

<u>Roles</u>	<u>*Job Classifications (as listed in Addendum "A")</u>
Parade Float Drivers – All Parks	Character Performers Character Attendants Character Captains
Parking Lot Tram Drivers – All Parks	WDW Parking Host/Hostess
Backlot Tour Drivers – Disney's Hollywood Studios	Attractions Host/Hostess
Kilimanjaro Safari Ride Drivers – Disney's Animal Kingdom	WDW Attractions Host/Hostess Kilimanjaro Safari Ride
Main Street Vehicles – Magic Kingdom	Attractions Host/Hostess
Riverboat Pilots – Magic Kingdom	Attractions Host/Hostess
Tom Sawyer Island Raft Pilots – Magic Kingdom	Attractions Host/Hostess
Train Engineers – Magic Kingdom & Animal Kingdom	Attractions Host/Hostess
Child Activity Center Host/Hostess	Children's Activities Host/Hostess
Fireworks and Pirate Cruise Boat Pilots	Children's Activities Host/Hostess Recreation Host/Hostess
Fishing Boat Pilots	Fishing Guide
Lake Patrol	Lifeguard Advanced Rescue Patrol
Lifeguards	Lifeguard Shallow & Deep Water
Monorail Pilots	Monorail H/H 1, 2, 3, 4 Central Controller
Watercraft Pilots – Transportation/Friendship/Sassagoula Boats	Watercraft H/H 1, 2, 3 Friendship/ Sassagoula Host/Hostess 1, 2
Entertainment Technicians – All Parks Temporary Employee Referrals (TERPs)	Entertainment Tech 1, 2, 3, 4 Entertainment Tech Rigger Stage Hand 1, 2

* Classifications subject to testing include Coordinator and Coordinator of Training positions for these roles.



Harris Raynor
October 1, 2010
Letter of Intent Random Alcohol and Drug Testing
Page 2 of 2

Should the Company and a Union affiliate agree to implementation of random alcohol and drug testing for any of the above positions, the Company will meet and agree with all of the affiliates of the Union as to any logistics of the program which impact more than one affiliate and which are not already addressed in Article 32 of the Service Trades Council Union Agreement.

In accordance with Article 32, Section 2(f), upon implementation of pre-employment testing for the above positions, employees transferring into these positions will be subject to such testing prior to transfer. As clarified and agreed to during negotiations, for those positions which only require testing for specific roles, the testing will be required prior to transfer when the Cast Member will be immediately trained in a role subject to pre-employment testing. If a Cast Member's immediate training upon transfer is not in a role subject to pre-employment testing the testing will not be required until the Cast Member subsequently volunteers to be trained in a role which requires pre-employment testing. At that time, the Cast Member will be subject to pre-employment testing prior to training.

Additionally, if the Company implements pre-employment testing for positions other than those listed above, employees transferring into such positions will not be subject to pre-employment testing prior to transfer without agreement from the Union.

This letter of intent expires at the end of the term of the 2010 Service Trades Council Union Bargaining Agreement.

Sincerely,

A handwritten signature in black ink that reads "J. Robbin Almand". The signature is written in a cursive, flowing style.

J. Robbin Almand
Director WDW Labor Relations
Labor Relations



WALT DISNEY Parks and Resorts U.S.

September 2, 2010

Harris Raynor
Council President, Service Trades Council Union
4405 Mall Blvd.
Suite 600
Union, City, Georgia 30291

RE: Letter of Understanding / Split Days Off
Reference Article 10 - Hours of Work; Section 5 - Work Schedule

Dear Harris:

The Company proposes to renew the April 9, 2007 Letter of Understanding between the Company and the Service Trades Council Union regarding Split Days Off. In that regard, the Company and the Union agree to the following manner by which split day off requests will be addressed:

- On a case-by case basis, an employee's request for two (2) non-consecutive days off may be granted by the Company until the next schedule pick/bid, with the approval of the appropriate affiliate.

This Letter of Understanding expires at the end of the term of the 2010 Collective Bargaining Agreement.

If the Union agrees to this renewal, please signify by signing below.

Sincerely,

J. Robbia Almand
Director WDW Labor Relations

Harris L. Raynor
President
Service Trades Council Union

Date

9/2/10

cc: International Alliance of Theatrical Stage Employees Local 631
International Brotherhood of Teamsters Local 385
Transportation and Communications International Union local 1908
UNITE HERE! Local 362
United Food and Commercial Workers, Local 1625
Workers United Local 737



WALT DISNEY Parks and Resorts U.S.

September 2, 2010

Harris Raynor
Council President, Service Trades Council Union
4405 Mall Blvd.
Suite 600
Union, City, Georgia 30291

RE: **Re: Letter of Understanding re: Subcontracting**

Dear Harris:

The Company agrees to renew the May 4, 2007 Letter of Understanding between the Company and the Service Trades Council Union regarding Subcontracting. In that regard, the Company and the Union agree to the following manner by which the Company intends to address the issue of subcontracting work:

- The Company reserves its management right to subcontract work as defined in Article 29 – Subcontracting.
- When the Company deems it necessary and appropriate to subcontract work, the Company will provide reasonable notification to the affected Affiliate. This notification will afford the Affiliate the ability to request and engage in meaningful and timely effects bargaining with the Company.
- When business circumstances permit, the Company may seek Union input on alternative suggestions or names of vendors for consideration by the Company. The Company reserves its right to decline a suggestion or reject a vendor recommended by the Union. The parties agree that all meetings and all information discussed therein shall remain confidential between the Company and the respective Union affiliate.
- Pursuant to Article 4 – Scope of Agreement, should the Company subsequently perform work previously subcontracted and covered under the scope of the agreement, the work will automatically be covered by the Agreement, except if the work has significantly changed or the scope of the work materially modified. Should a dispute arise between the parties, resulting in arbitration, the Company will bear the burden of proof.

This Letter of Understanding expires at the end of the term of the 2010 Collective Bargaining Agreement.

If the Union agrees to this renewal, please signify by signing below.

Sincerely,

J. Robbin Almand
Director WDW Labor Relations

Harris L. Raynor
President
Service Trades Council Union

Date 9/7/10

- cc: International Alliance of Theatrical Stage Employees Local 631
International Brotherhood of Teamsters Local 385
Transportation and Communications International Union local 1908
UNITE HERE! Local 362
United Food and Commercial Workers, Local 1625
Workers United Local 737

P.O. Box 10000, Lake Buena Vista, FL 32830-9600



WALT DISNEY Parks and Resorts U.S.

September 7, 2010

Harris Raynor
Council President, Service Trades Council Union
4405 Mall Blvd.
Suite 600
Union City, Georgia 30291

RE: Letter of Understanding / Equal Employment Opportunity and Harassment Policy investigation Pay
Reference Article 18 – DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE; Section 4 –
Disciplinary/Investigatory Suspensions; (c) investigatory suspension extends beyond two (2) weeks.

Dear Harris:

As a follow-up to our discussion during the 2010 Service Trades Council (STCU) collective bargaining negotiations, this document serves as a Letter of Understanding regarding the manner by which the Company intends to address the issue of pay for Employment Opportunity and Harassment Policy investigations:

- When an employee is suspended as a result of a Company Equal Employment Opportunity and Harassment Policy investigation, he/she shall be paid on a weekly basis starting with the first day of suspension, until such time that the suspension is concluded and an employment decision is administered by the Company

This Letter of Understanding expires at the end of the term of the 2010 Collective Bargaining Agreement.

If the Union agrees to the above, please signify by signing below.

Sincerely,

[Handwritten signature of J. Robbin Almand]

J. Robbin Almand
Director WDW Labor Relations

[Handwritten signature of Harris L. Raynor]

Harris L. Raynor
President
Service Trades Council Union

Date 9/7/10

- cc: International Alliance of Theatrical Stage Employees Local 631
International Brotherhood of Teamsters Local 385
Transportation and Communications International Union local 1908
UNITE HERE! Local 362
United Food and Commercial Workers, Local 1625
Workers United Local 737