

Memorandum of Agreement

Between

UNITE HERE Local 737 ("Union")

And

Palmas Services (San Angel Inn & Springs Food Service) ("Employer")

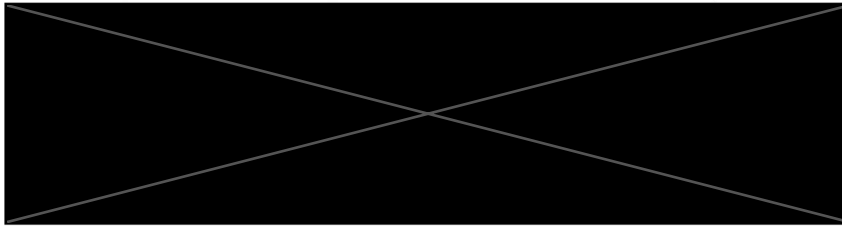
For Renewal Full-Time and Part-Time Contracts

1. Duration: The new Full-Time and Part-Time contracts will expire on March 31, 2028.

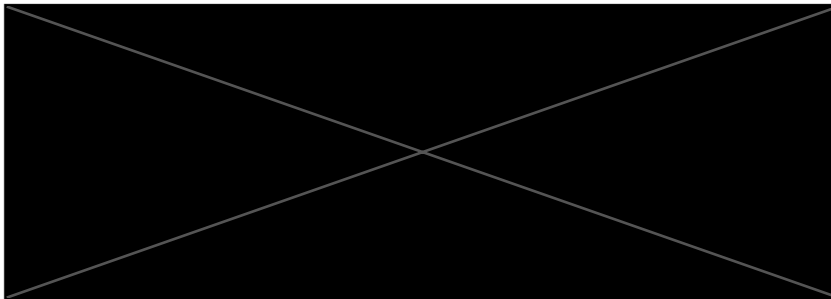
2. Wage Increases

a. Wage Adjustments for Individual Employees Retroactive to October 1, 2023:

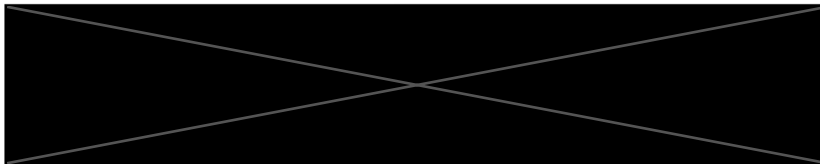
- Chef Assistants at or above the Max rate: Additional \$1.00 per hour raise following the \$1.00 raise granted in the first pay period of October 2023.



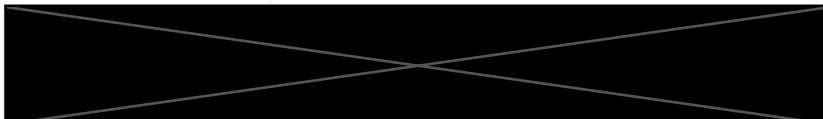
- Chef Assistants below the Max rate hired before ratification: Increase to \$23.00 per hour.

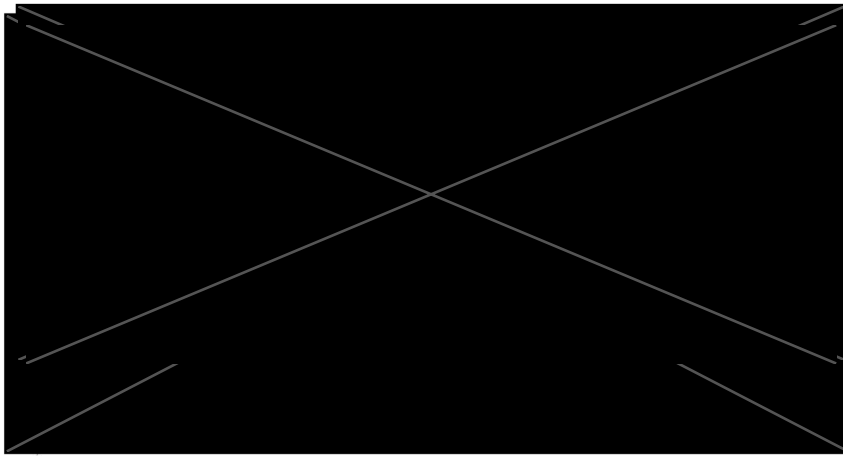


- Cook 1s at or above the Max rate: Additional \$1.00 per hour raise following the \$1.00 raise granted in the first pay period of October 2023.

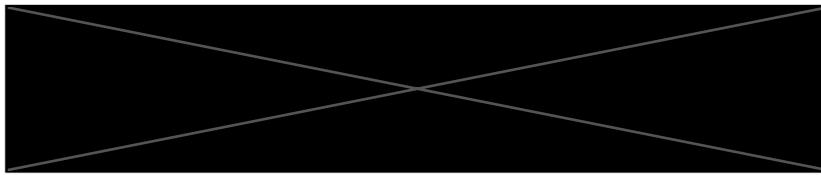


- Cook 1s below the Max rate hired before ratification: Increase to \$20.75 per hour.

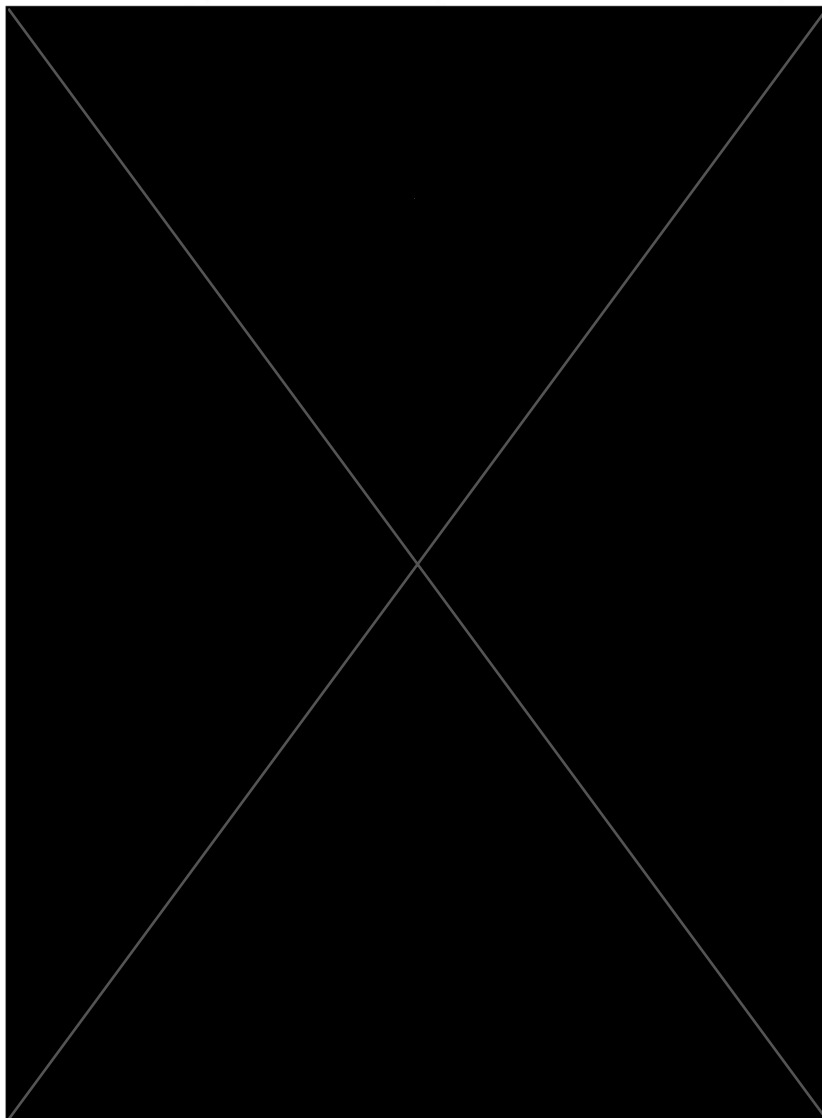


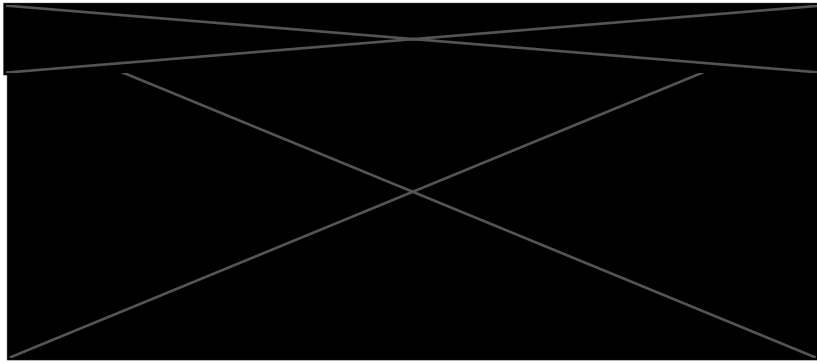


- Cook 2s at or above the Max rate: Additional \$1.00 per hour raise following the \$1.00 raise granted in the first pay period of October 2023.



- Cook 2s below the Max rate hired before ratification: Increase to \$20.00 per hour.

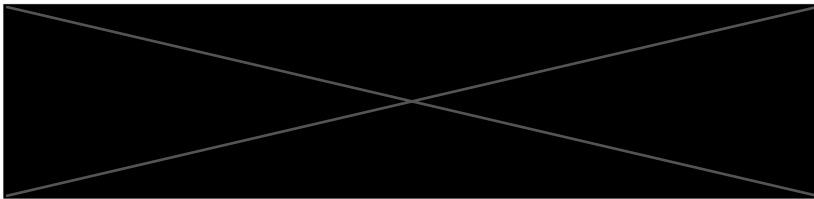




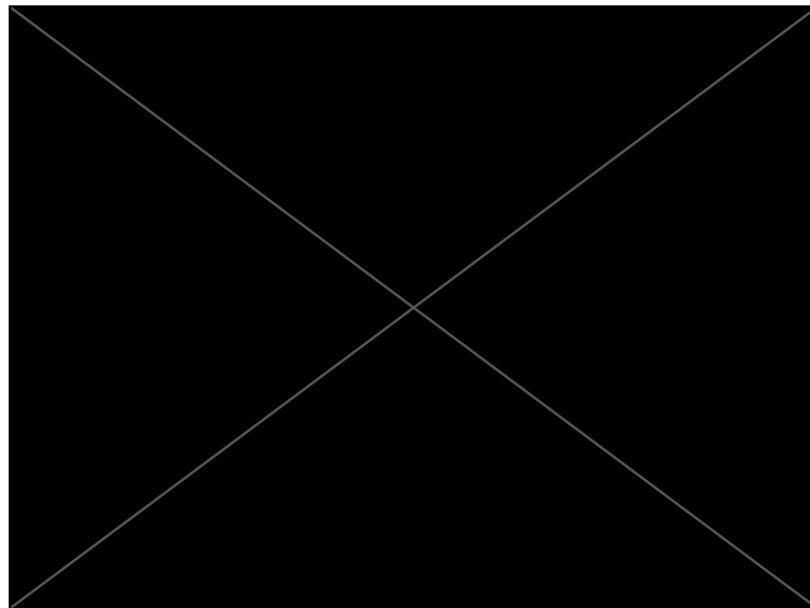
- Food Handlers below the Max rate hired before January 1, 2023: Increase to \$17.75 per hour.



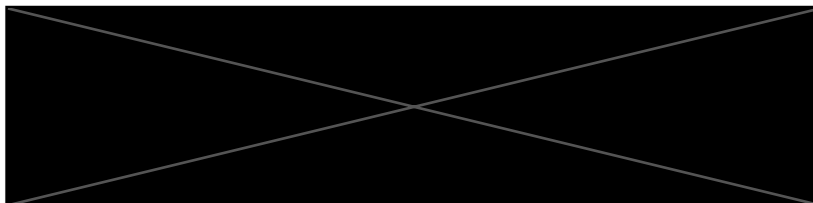
- Food Service Host/Hostess employees below the Max rate hired in 2003-2008: Increase to \$17.75 per hour:



- Food Service Host/Hostess employees below the Max rate hired in 2009-2022: Increase to \$16.75 per hour:



- Food/Beverage Stewards below the Max rate hired before January 1, 2023: Increase to \$17.00 per hour.



- Beverage Assistants below the Max rate hired before January 1, 2023: Increase to \$18.30 per hour.

Note: The lists of names above are not exhaustive. If other employees match the categories listed above, they will also receive the appropriate wage adjustment.

b. Annual across-the-board raises.

	October 1, 2023			October 1, 2024			October 1, 2025			October 1, 2026			October 1, 2027		
	Raise	Min	Max	Raise	Min	Max	Raise	Min	Max	Raise	Min	Max	Raise	Min	Max
Chef Assistant	2.00	20.70	25.87	1.00	21.70	26.87	1.00	22.70	27.87	1.50	24.20	29.37	1.50	25.70	30.87
Chef Assistant Pastry/Bakery	2.00	20.70	25.87	1.00	21.70	26.87	1.00	22.70	27.87	1.50	24.20	29.37	1.50	25.70	30.87
Cook 1	2.00	19.70	24.51	1.00	20.70	25.51	1.00	21.70	26.51	1.50	23.20	28.01	1.50	24.70	29.51
Cook 1 Pastry/Bakery	2.00	19.70	24.51	1.00	20.70	25.51	1.00	21.70	26.51	1.50	23.20	28.01	1.50	24.70	29.51
Cook 2	2.00	18.15	22.80	1.00	19.15	23.80	1.00	20.15	24.80	1.50	21.65	26.30	1.50	23.15	27.80
Cook 2 Pastry/Bakery	2.00	18.15	22.80	1.00	19.15	23.80	1.00	20.15	24.80	1.50	21.65	26.30	1.50	23.15	27.80
Food Handler	1.00	16.30	21.84	1.00	17.30	22.84	1.00	18.30	23.84	1.50	19.80	25.34	1.50	21.30	26.84
Food Service H/H (QSR)	1.00	16.00	21.25	1.00	17.00	22.25	1.00	18.00	23.25	1.50	19.50	24.75	1.50	21.00	26.25
Food/Beverage Steward	1.00	16.00	20.25	1.00	17.00	21.25	1.00	18.00	22.25	1.50	19.50	23.75	1.50	21.00	25.25

*Raises apply to Minimum, Maximum, Within the Range, and Above the Range

- c. The Employer will have the right to hire new non-tipped employees above the minimum rate in effect for the job classification. The maximum amount allowed over the minimum rate is as follows:

Chef Assistant	\$3.00
Cook 1	\$2.00
Cook 1 Pastry/Bakery	\$2.00
Cook 2	\$2.00
Cook 2 Pastry/Bakery	\$2.00
Food Handler	\$2.00
Steward	\$2.00
Food Service H/H	\$1.00

d. Tipped wages:

9/30/23	\$8.98
9/30/24	\$9.98
9/30/25	\$10.98
9/30/26	\$11.98
9/30/27	State of Florida Tipped Minimum Wage

3. Paid Parental Leave

The Employer will provide 8 weeks of paid leave (at 40 hours per week) for all Full-Time employees with a minimum of one year of service and 1250 hours worked in the preceding twelve months, upon the birth or adoption of a child. Pay will be at the employee's regular straight-time hourly rate or PTO rate (for tipped employees). Paid parental leave will run concurrent with Family Medical Leave Act (FMLA) and cannot exceed FMLA availability.

4. Temp and Student Worker Schedules Transparency

Add to Section 9.5: "Schedule slots for temp and student workers will be included in the schedule bid and may be selected by full-time and part-time employees."

5. 401(k) Plan Enhancements

Current Plan:

Eligibility: Age 21+ and 1 year of employment

Vesting: 5-year vesting schedule for employer match (20% per year)

Match: 25% of salary deferral up to 6% of comp.

New Plan:

Eligibility: Age 18+ and 1 year of employment.

Vesting: Immediate after 1 year of employment.

Match: 100% of salary deferral up to 3% of comp, 50% on next 2% of comp.

6. Vacation Selection

Add to Section 20.7: "Employees will not be required to bid for full weeks. They may bid for individual days. Employees will not be required to begin vacation on a Sunday."

7. Revise Section 17.7(c)(6):

6. The first ten (10) call-in or sick notations for employees who meet the following criteria:

(a) The employee has one (1) or more years of seniority; employees hired after April 1, 2015 must have two (2) or more years of seniority;

(b) Employees must be paid for the day if they have paid sick time available.

(c) The employee must not have received attendance discipline in the prior twenty-four (24) months.

The company reserves the right to ask for a doctor's note after 3 consecutive sick calls.

8. Probationary Employees: Modify the first sentence of Section 12.5(b) as follows: "All new regular full-time employees shall be considered probationary employees for a period of ninety (90) calendar days which may be extended by thirty (30) days with notice from the Company to the Union."

9. Tipped Employees

Replace the existing Letter of Understanding re San Angel Inn Servers' Schedules with a new Addendum B regarding Full-Time and Part-Time Tipped employees that states the following:

- a. *Renewed from 2018-2023 Letter of Understanding:* It is the Company's intention that servers in San Angel Inn will normally be scheduled to work complete meal service periods and will not normally be scheduled to start or end a shift in the middle of a meal service period. Should the Company foresee an operational situation which requires servers to be scheduled in the middle of a meal service period, the Company will notify and meet with the Union with as much advance notice as possible. The least senior person(s) scheduled on that day will be scheduled for such a middle shift.
- b. Guest checks will include suggested tip amounts of 18%, 20% and 22%.
- c. San Angel Inn will adopt the practice from all other locations allowing tipped employees to trade and give away shifts regardless of number of days off. For clarity, full-time employees may give away shifts even if it results in a third day off. Additionally, part-time employees may pick up shifts regardless of total hours worked in a week.
- d. When a full-time tipped position is open, it will be filled first by a part-time tipped employee from the same location and then by a full-time tipped employee from another location.
- e. If the Company comps a meal (for a guest, a manager, or any other reason), the Company will pay the server a gratuity of 18% of the full menu price value of the meal.
- f. The parties agree to the following principles:
 - (1) Schedules will prioritize full-time employees. All anticipated schedules for the upcoming bid period will be included in a full-time schedule bid. Schedules not chosen by full-time employees will be assigned to part-time employees based on their seniority and availability.
 - (2) When a location is overstaffed and management needs to cut an employee, the manager will follow the following order:
 - Offer to full-time employees by seniority.
 - Offer to part-time employees by seniority.
 - Force visa employees.
 - Force part-time employees by reverse seniority.
 - Force full-time employees by reverse seniority.
- g. Include the following items from the 2019 Memorandum of Understanding regarding tipped issues:
 1. An eighteen (18%) percent service charge will be included on all checks of parties of six (6) or more.
 2. 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.

3. 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 number of 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 different servers, receives separate checks are paid by separate individuals, the automatic service charge shall not apply.
5. Time allotted for side duties will not increase above existing times in current locations with current concepts.
6. In situations where guests refuse to comply with our policy, it will be the responsibility of the service person to locate a manager prior to the guest leaving the restaurant so that management can speak with the guest. If the service person fails to involve a manager in the situation prior to the guest 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. It is agreed that the provisions of Article 10, section 10.4, section 10.5 and section 10.6 of the CBA may be individually waived by all tipped employees.
8. The Company will add the station rotations to servers' schedule. Will continue in Epcot locations where currently in practice.
9. Company will post an early release (ER) list in each location by seniority and grant ERs by seniority.
10. Open available stations in each location following the start of service will be granted by seniority unless the senior server already has guests in his/her own station.
11. When a server has concerns about party assignments/guest count, the server will bring the issue to management's attention, management will address the concern as soon as business allows. Servers will not discuss the issue with Cast Member(s) staffing the podium.

Agreed to on November 9, 2023.

For the Union:

For the Company:

[Handwritten signatures for the Union and Company follow]

Alejandra Rayo.
Rada G.
Erique Rosar
Luz Rodriguez
Pedro Romero
Hector
Lorena
Key
Nelson A. Rodriguez
Deyi Bapueir
Alba D. Gonzalez