

Palmas Services (San Angel Inn and  
Springs Food Services)  
(the “Company”)

and

UNITE HERE Local 737  
(the “Union”)

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## **ARTICLE 1 – PREAMBLE**

THIS AGREEMENT is entered into and effective this April 20,2012, by and between Palmas Services (San Angel Inn and Springs Food Services) called “Company” and UNITE HERE Local 737, hereinafter called “Union”.

## **ARTICLE 2 – PURPOSE**

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



### **ARTICLE 3 – RECOGNITION**

The Company recognizes the Union as the sole and exclusive collective bargaining representative of the regular, full-time employees within the bargaining unit (See Appendix “A”) of the Company at the “Mexican” attraction located in the Mexican Pavilion in the World Showcase, EPCOT Center (“San Angel Inn”), and/or Disney’s Coronado Springs Resort (“Coronado Springs”), at Walt Disney World Co.’s “Vacation Kingdom Complex” in Bay Lake, Florida.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Except as expressly and clearly limited by the terms of this Agreement, the Company reserves and retains exclusively all of its normal and inherent rights with respect to the management of the business, including, but not limited to, its right to select and direct the number of employees assigned to any particular classification of work, which shall include “authentic” personnel, *i.e.*, foreign nationals working under a temporary permit or pursuant to a “J” or a “Q” visa in all classifications of work and in all areas covered by this labor contract; to subcontract work, to establish and change work schedules and assignments; to lay off, terminate or otherwise release employees from duty for lack of work or other just cause; to make and enforce rules for personal grooming and the maintenance of discipline; to discontinue conduct of its business or operations in whole or part; to institute technological changes and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the business.

## **ARTICLE 5 – WORK STOPPAGES AND LOCKOUTS**

### ***SECTION 5.1. No Strike-No Lockout***

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

### ***SECTION 5.2. Failure to Cross Picket Line Violation of Agreement***

Failure of any employee covered by this Agreement to cross any picket line established at Walt Disney World Company's Vacation Kingdom Complex is a violation of this Agreement.

### ***SECTION 5.3. Union's Responsibility to Prevent Work Stoppage, Strike or Disruptive Activity***

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

### ***SECTION 5.4. Disputes with Concessionaires***

Disputes between the Union and any other Participant or concessionaire operating in Walt Disney World or in the World Showcase, EPCOT Center or at Disney's Coronado Springs Resort, shall be so handled as not to interfere with the Company's business or the business of any concessionaire not a party to such disputes. No picketing or concerted action against any one or

more of the concessionaires will be conducted at the Company's facility or any of its entrances or exits. "Concessionaire," as used herein, includes a concessionaire and also a licensee, exhibitor, participant, sponsor, contractor, subcontractor or lessee. In the event any other organization pickets at or near Walt Disney World, or the World Showcase, EPCOT Center or at Disney's Coronado Springs Resort, the Union agrees that such picket line so far as it and the employees it represents are concerned shall not affect the operation of the Company.

***SECTION 5.5. Expedited Arbitration for Article 5***

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

(a) The party invoking this procedure shall notify the Walt Disney World/Service Trades Council Union Arbitrator, whom the parties agree shall be the permanent Arbitrator under this proceeding. In the event the permanent Arbitrator is unavailable, he/she shall appoint his/her alternate. Notice to the Arbitrator shall be by the most expeditious means available, with a notice by any form of electronic communication to the Business Manager of the Union.

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

(c) The Arbitrator shall notify the parties by any form of electronic communication of the place and time he/she has chosen for this hearing. Said hearing shall be completed in one session with appropriate recesses at the Arbitrator's discretion. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for

court proceedings, if any. The Award will be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such Award may be enforced by any court of competent jurisdiction upon filing of this Agreement and all other relevant documents referred to hereinabove, in the following manner: Electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award issued under Section 5.5(d) of this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte. Such Agreement does not waive any party's right to participate in a hearing for a final Order of Enforcement. The Court's Order or Orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

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

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

## **ARTICLE 6 – NEW EMPLOYEE SELECTION**

### ***SECTION 6.1.***

The Company agrees to notify the Union of all needs for employees covered by this Agreement and will give the Union an equal opportunity to provide applicants for such jobs. However, the Union recognizes that pursuant to the Company's "World Showcase Agreement" with Walt Disney World Co., it must staff and employ authentic national personnel for certain positions and for selected purposes.

### ***SECTION 6.2.***

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

## **ARTICLE 7 – NONDISCRIMINATION**

### ***SECTION 7.1.***

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

### ***SECTION 7.2.***

The Company and the Union agree there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, sexual orientation, age, national origin, religion, marital status, or disability as prohibited in federal and state legislation.

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

### ***SECTION 8.1. Union Solicitation***

Solicitation for Union purposes by the Union shall not take place on working time, in working areas or in public areas, but may be conducted in non-working areas and on non-working time in parking areas, break areas and lunchrooms.

### ***SECTION 8.2. Access of Union Representatives to Premises***

Representatives of the Union, designated in writing to the Company by the Union, shall be permitted to enter the non-public areas of the Company for the purpose of determining that this Agreement is being complied with by the Company and for the presentation and handling of grievances. Such representatives, who shall not be more than a total of three (3) in number at any one time, unless mutually agreed otherwise, shall comply with the access regulation and security regulation of Walt Disney World Company, as furnished to each union representative by Walt Disney World Company, and shall not interrupt the performance of employee work assignments.

The Company will coordinate with a Union Representative to arrange an opportunity to make an introductory presentation to newly hired regular full time bargaining unit employees bi-annually on unpaid time.

### ***SECTION 8.3. Shop Steward or Alternate***

(a) The Union shall have the right to designate Shop Stewards in a number mutually agreed upon by the parties and with no disciplinary reprimands. The number of Shop Stewards may be changed by mutual agreement of the parties. The Union shall, in writing, notify the Company as to the identity of the designated Shop Steward. The Shop Steward shall have the right to receive, but not to promote, complaints or differences and to discuss and assist in the adjustment of the same with the appropriate supervisor on Company property without loss of pay



during his/her regular working hours. The Company will not discriminate against the Shop Steward in the proper performance of his/her Union duties provided that such duties do not unreasonably interfere with his/her regular work or with the work of other employees and he/she shall not leave his/her work station without first notifying his/her appropriate Supervisor as to his/her intent, the reason therefore, where he/she can be reached and the estimated time he/she will be gone.

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

(c) The Company agrees to notify the employee at the time and the Union on a weekly basis of all discharges and the reason for such action. Such notification will be provided in writing.

(d) A Shop Steward or Alternate will accompany representatives of management whenever locker inspection(s) are made.

(e) The Steward shall promote harmonious relations between the Company and employees. The supervisor shall introduce all new employees to the appropriate Steward. All new employees shall be introduced to their Shop Steward and this introduction shall be documented in the employee's personnel records.

#### ***SECTION 8.4. Check-Off***

(a) Check off. The Company agrees to withhold from the biweekly payroll wages for membership dues and initiation fees for each employee who signs and submits an authorization card. The Company shall forward such dues to the certified financial secretary or other properly designated

official of the Union on or before the third (3rd) week following the last week in the month in which the dues are deducted. The Company shall also forward an electronic check-off report, in Excel format, which lists employee name, social security number and the amount of the deduction. The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for union dues from employees' pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified financial secretary or other properly designated official of the Union.

- (b) The company agrees to provide the Union with a monthly member/non-member list. The list shall include each employee's full name, social security number, phone number, rate of pay, address, date of hire, job title, department (location within the company, if applicable), Full-Time or Part-Time status, and email address, if available to the company. The information will be provided electronically, in Excel format, and shall indicate employee's Union or non Union status. In addition, the company agrees to provide the Union with information regarding new hires and terminations on each monthly bargaining unit list. The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the provision to the Union of the above monthly member / non-member list and security of all the contents contained in the member / non- member list.

(c) UNITE HERE TIP Campaign Committee. The Company shall provide for payroll deduction for all employees who voluntarily authorize such a deduction as a contribution to the UNITE HERE TIP Campaign Committee, or any successor thereto. All payroll deductions to the UNITE HERE TIP Campaign Committee shall be based on written authorization cards signed by the employee.

The Company shall make the deduction for the UNITE HERE TIP Campaign Committee for each payroll period or other designated work period worked by the employee who has authorized the deduction. The Employer shall promptly transmit the amounts deducted from employees' paychecks for the UNITE HERE TIP Campaign Committee, in a separate transmittal from dues, to Workers United for Political Power, 275 7th Ave., 7th Floor, NY, NY, 10001, accompanied by a CD or other computer-readable list of the names, addresses, and last four digits of social security numbers of all employees for whom a UNITE HERE deduction was made together with the date and amount of that deduction.

## ARTICLE 9 – HOURS OF WORK

### ***SECTION 9.1. Work Week***

A “work week” for full time employees shall consist of thirty (30) to forty (40) hours in a period of seven (7) days starting at 12:00 a.m. on each Sunday and ending at 12:00 a.m. on the same day in the following week. This shall constitute the regularly scheduled workweek but is not a guaranteed workweek.

#### (a) Hours Guarantee for Culinary Employees

Notwithstanding any other provisions of this Agreement, the Company shall guarantee a weekly average of thirty-two (32) hours paid to each employee in the Culinary department. The weekly average shall be calculated on a quarterly basis as follows:

<u>Quarter</u>	<u>Bi-Weekly Pay Periods</u>	<u>Quarterly Total Hours Paid</u>
1	1 through 7	448
2	8 through 13	384
3	14 through 20	448
4	21 through 26	384

Under no circumstances will the Company not schedule or pay a culinary employee less than twenty-six (26) hours per week. Any work day missed by a culinary employee because of a leave of absence (Personal, Medical, FMLA, Workers’ Compensation, Short Term Disability, Long Term Disability, or Union) a call out (paid or unpaid) or paid holiday will count towards the quarterly guaranteed hours for the actual work hours missed. For example, if an employee is scheduled to work 7 hours on a given day and calls out sick, the Company will be required to pay the employee only 441 hours for a quarter with seven (7) pay periods. Any week of work missed because of a layoff in accordance with this Collective Bargaining Agreement shall count as 32

hours towards the quarterly guarantee. Any portion of a week missed due to layoff shall be pro-rated. The Company and Union shall meet quarterly to review compliance with this provision.

### ***SECTION 9.2. Payroll Period***

The payroll period will be bi-weekly. The company will make paychecks available to employees from the start of operations to the close of operation on Friday, Saturday and Sunday.

### ***SECTION 9.3. Payroll Day***

A payroll day is a period of twenty-four (24) hours starting at 12:00 a.m. and ending at 12:00 a.m. the following day.

### ***SECTION 9.4. Work Day***

A regularly scheduled workday shall consist of a minimum of four (4) or more hours. This shall also apply to mandatory meetings employees are required to attend by the Company.. However, hours spent in training or instruction required by a governmental entity or regulatory agency for work-related licensing or certificates of general applicability, and which may be provided by the Company, are not recorded or counted as “work” hours for any purpose under this Agreement and are not compensable. Company will schedule classes as closely to the beginning/end of shift as possible and employees may attend classes at either location (San Angel Inn or Springs Food Service). In the event that an employee is unable to attend a scheduled class for any reason, the employee will have thirty (30) days to obtain the applicable certification at his/her expense. Failure to comply within the thirty (30) days will result in the suspension of the employee until certification is obtained and provided to the Company.

### ***SECTION 9.5. Work Schedule***

Unless required to deviate for reasons of compliance with the Company’s “World Showcase Agreement” (*i.e.*, authenticity of employees), dependability, skills, abilities and

experience of employees, and/or for the orderly and uninterrupted operation of the Company, the Company shall adhere to seniority in establishing work schedules in a department or location. Any deviation from seniority in these areas will be discussed with the Union. The determination of an employee's qualifications as used herein shall be made by the Company. Any dispute arising under this Section shall be subject to the grievance procedure. The Company cannot guarantee the number of hours to be worked weekly for any employee. (Refer to 9.1a) The company will determine number of employees needed and hours to be worked based on business needs and operation hours. An employee will be assigned any combination of two (2) consecutive days off within a seven (7) day period. Except in the case of an emergency or operational necessity, an employee will be notified in writing at least five (5) days in advance of any change in such assignment. (One example is shown below with the third day (Tuesday) and the fourth day (Wednesday) as days off.)

**Example:**

Payroll day	1	2	3	4	5	6	7
Workday	S	M	T	W	T	F	S
Assigned days off	W	W	Off	Off	W	W	W

***SECTION 9.6. Lunch Period***

Consistent with operational and attraction requirements for San Angel Inn and Coronado Springs under the "World Showcase Agreement," and unless otherwise agreed between the parties, a minimum of a one-half hour unpaid lunch period as near as practicable to the mid-point of the regular eight (8) hour shift will be assigned to each employee.

***SECTION 9.7. Rest Period***

Each employee will be allowed a fifteen (15) minute rest period for each four (4) hours of work as operational needs allow. Employees who work ten (10) or more hours will receive an

additional fifteen (15) minute rest period as operational needs allow. The Company may schedule the rest period in accordance with its needs. Rest periods will be provided as nearly as possible to the middle of each half of an eight (8) hour shift or near the middle of short four (4) or six (6) hour shifts, unless otherwise agreed to by the parties. Due to the nature of operations of the dining room and the interest of the servers, rest periods for servers will not be provided or paid. However, the seating staff will continue to get rest periods, consistent with the provisions in this Section.

***SECTION 9.8. Culinary and Stewarding Scheduling***

Except when and where required for “authenticity,” or when necessary to provide uninterrupted operations for the guests’ experience, all available full-time Culinary and Stewarding employees within the location will be offered all hours of work prior to scheduling any non-Culinary or non-Stewarding labor.

## **ARTICLE 10 – OVERTIME**

### ***SECTION 10.1. Management Responsibility***

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

### ***SECTION 10.2. Division of Overtime Work***

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

- (a) Offered and distributed as equitably as reasonably practical; and,
- (b) Offered and distributed first to the most senior qualified and readily available employee(s) in the work area and then to other qualified and readily available employees regularly assigned to the work area before distribution outside the work area. Overtime work exceeding four (4) hours will be offered and distributed to those most senior qualified employees within their work area. Overtime work of less than four (4) hours will be offered and distributed first to the most senior qualified, readily available employee in the work area and then to any other qualified, readily available employee in the work area before distribution outside the work area.



### ***SECTION 10.3. Involuntary Overtime***

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

### ***SECTION 10.4. Time and One-Half***

(a) *Five Day Work Week-* Employees who work on either the first or second of their two (2) scheduled days off will be paid one and one-half (1½) times their regular straight-time hourly rate, provided such employees have worked five (5) work days in the work week if work is available to them. If an employee reports to work late for his/her scheduled shift, or has a release of shift (ROS), the portion of the scheduled hours not worked must be worked prior to the overtime rate commencing on either the first or second of their two (2) scheduled days off for purposes of this provision.

(b) *Four Day Work Week-* Employees who work on either the first, second, or third of their three (3) scheduled days off will be paid one and one-half (1½) times their regular straight-time hourly rate, provided such employees have worked four (4) work days in the work week if work is available to them. If an employee reports to work late for his/her scheduled shift, or has a release of shift (ROS), the portion of the scheduled hours not worked must be worked prior to the overtime rate commencing on either the first, second or third of their three (3) scheduled days off for purposes of this provision.

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

#### ***SECTION 10.5. Double Time***

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

#### ***SECTION 10.6. Turn About Pay***

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

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

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

(d) Hours worked during an employee's regularly scheduled shift, regardless of the rate of pay received, shall be used for the computation of overtime for hours worked in excess of forty (40) hours in a payroll week as provided in Article 10, Section 10.4(c).

(e) If an employee is released from work with eight (8) or more hours until the beginning of the next shift, the provisions of this Section will not apply.

***SECTION 10.7. No Pyramiding of Premium Rates***

Where two or more premium rates apply to the same hour of work, the higher will be paid, and there will be no pyramiding of any premium rates.

## **ARTICLE 11 – JOB CLASSIFICATIONS AND WAGE RATES**

### ***SECTION 11.1. Schedule of Wage Rates***

The rates of pay for the covered job classifications, which shall prevail, are set forth and contained in Appendix “A” attached hereto and considered in all respects to be a part of this Agreement.

### ***SECTION 11.2. Rates for New Jobs***

It is the Company’s right to establish any new job classification. If the Company hereafter substantially changes job classifications or work operation, the Company will inform such action to the Union. The Company recognizes the Union’s right to request effects bargaining over such a change. The new job classification and wage rate for such new job classification will be established by the Company. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the third (3rd) step of the Grievance Procedure within five (5) calendar days after installation of the new rate. In the event any higher rate is agreed upon through the Grievance Procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed

### ***SECTION 11.3. Night Shift Premium***

If an employee is scheduled to commence work at or after 10:00 p.m. and before 4:00 a.m., he/she will be paid a premium of \$.60 per hour in addition to his/her straight-time rate for his/her scheduled workday.

### ***SECTION 11.4. Report Pay***

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

(b) Employees who report for work and are put to work will be paid their a minimum of four (4) hours if they are sent home before the end of their regular shift. However, if an

employee voluntarily accepts an offer for early release, the employee will only be paid for hours actually worked.

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

(d) The provisions of this Article apply to all scheduled shifts, including overtime, with the exception of shift extensions which will be paid at actual hours worked.

#### ***SECTION 11.5. Pay for Day When Injured***

In the event an employee incurs a serious occupational illness or injury and medical personnel excuse the employee from further work on that day, he/she shall be paid the unworked balance of his/her scheduled shift . Pay for the unworked balance of his/her shift due to an occupational injury shall be considered as “time worked” for purposes of computing overtime and for pension contribution.

#### ***SECTION 11.6. Payday***

Employees shall be paid bi-weekly and their pay will not be delayed more than six (6) days from the end of each payroll period, providing, however, that if a payday falls on an employee’s regularly scheduled day off or a paid holiday, he/she shall receive his/her paycheck on his/her next regularly scheduled workday. An employee shall receive vacation pay in the last regularly scheduled pay check prior to the commencement of his/her vacation.

In order to reduce the potential for payroll errors, the union agrees to affirmatively encourage employees to properly use the time clock system. When a pay shortage occurs, the Company will, upon an employee’s timely request, and consistent with the procedure used by the Company as may be modified from time to time, issue a check for the pay shortage that is due no

later than the next pay day if the shortage is less than \$50. If the shortage is \$50 or more, it will be given the next business day.

***SECTION 11.7. Coordinators***

(a) Coordinators may be designated by the Company in any of the classifications set forth in Addendum “A” and will be paid a one dollar (\$1.00) per hour premium for all actual hours worked as a Coordinator. Effective October 1, 2013, the premium will increase to one dollar and twenty-five cents (\$1.25) for all actual hours worked as a Coordinator. Effective October 1, 2014, the premium will increase to one dollar and fifty cents (\$1.50). Coordinators are responsible for providing leadership and direction to employees in the group, operation or function and may perform the same duties as the other employees. Duties shall include, but are not limited to, promoting teamwork and assisting the location team in meeting quality and quantity standards. Coordinators have no authority to make managerial decisions such as hiring, terminations, transfers, promotions or disciplinary action.

(b) All regular Coordinator openings shall be posted as needed. Only non probationary regular employees shall be eligible for Coordinator positions. The following guidelines apply when filling positions

1. Minimum 6 months in present position.;
2. Skills to be considered: performance, experience, technical skills, initiative, teamwork, dependability and communication skills.
3. In the event that candidates are deemed to have equal qualifications seniority shall be the determining factor.

c) Employees new to the Coordinator role will be placed on a one hundred eighty (180) day qualifying period. If the company determines during the one hundred eighty (180) days in

the qualifying period that the employee's performance is not satisfactory or if the employee requests a return to within the one hundred eighty (180) days, the Company will return the employee to his/her prior job classification and location, and the Employee shall be immediately eligible to transfer again.

d) If a full time employee is regularly assigned to a work schedule that requires him/her to work for more than 60% of his/her time as a coordinator for a period of more than one hundred and eighty consecutive days, the position will be posted and filled in accordance with this article 11.

e) Employees in the coordinator role who in a rolling twelve (12) month period receive two (2) reprimands in accordance with Article 17 or any three reprimands will be returned to his/her prior job classification. If the employee's prior job classification was a Coordinator, he/she will be returned to the job classification held prior to the Coordinator role.

f) Any employee shall not be eligible for transfer to a Coordinator role if he/she has any reprimand in the prior six (6) months.

### ***SECTION 11.8. Trainers***

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

## **ARTICLE 12 – SENIORITY AND WORK STATUS**

### ***SECTION 12.1. Definition of Seniority***

Seniority is defined as the period of full-time continuous service with the Company since the last day of hire. In the event of a conflict of seniority between two or more employees with the same hire date, the employee with the lowest last four social security number digits will be considered to have seniority.

### ***SECTION 12.2. Principles of Seniority***

The principles of seniority shall be observed on layoffs, recalls, days off, establishing work schedules by department or location, vacation selection, promotion and transfers, unless otherwise provided herein, and, further, provided the employee possesses the necessary skills, qualifications and ability to perform the available work without additional training as determined by the Company.

### ***SECTION 12.3. Dispute on Seniority Subject To Grievance Procedure***

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

### ***SECTION 12.4. Termination of Seniority***

Seniority and the employee relationship shall terminate when an employee:

1. Resigns.
2. Discharged for just cause.
3. Absent for three (3) consecutive unexcused workdays.
4. Laid off for a continuous period of twelve (12) months or more.
5. Fails to report at the end of a leave of absence.



***SECTION 12.5. Work Status and Utilization of Full-Time and Casual Employees***

(a) *Full-time employees.* Full-time employees are assigned to an established job on a regular full-time basis and customarily work thirty (30) hours per week or more on an ongoing basis.

(b) *Probationary Employees.* All new regular full-time employees shall be considered probationary employees for a period of ninety (90) calendar days. The Company reserves the right to terminate their employment for any reason until they have completed any such probationary period. However, probationary employees shall be entitled to utilize the Grievance Procedure to grieve any matter that could be grieved by any other employee, except termination within the probationary period. Any employee who has completed the ninety (90) calendar day probationary period and subsequently converts status (Full time to Part time or Part time to Full time) in the same job classification will not have to complete another probationary period but will receive a new bargaining unit seniority date as of the date of the conversion. An employee's disciplinary record shall not be affected by the change in status.

(c) *Casual Employees.*

(1) Employees will be considered casual if they customarily work less than thirty (30) hours per week on an ongoing basis, or if they customarily work thirty (30) hours per week or more but less than seven (7) months per year.

(2) During the life of this Agreement, and unless required for "authenticity" reasons, total casual employee utilization shall not exceed thirty-percent (30%) of the total hours worked by full-time and casual employees in all job classifications in any calendar year.

(d) The parties acknowledge that Section 12.5(c) is the sole restriction on the Company's ability to schedule and work casual employees.

(e) *Conversion from Casual to Full-Time.* The Company will give consideration to Union petitions for conversion from casual to full-time status, as long there is an open position and a casual employee is the most qualified based on skills, performance and experience. The Company shall notify the Union on a quarterly basis the employees whose status have changed from part-time to full-time employee status.

***SECTION 12.6. Transfer Outside of Bargaining Unit***

Any employee promoted or transferred to any full-time position outside of the bargaining unit, but within the Vacation Kingdom Complex, shall retain and accumulate seniority for a period not to exceed twelve (12) months from the date of accepting such position.

***SECTION 12.7. Transfer Into Tipped Classification***

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

***SECTION 12.8. Compliance with Governmental Employment Requirements***

(a) **Government Regulations.** Should an employee fail to obtain or to maintain and continue to satisfy legal requirements or governmental regulations for employment, e.g., public certifications, etc., the employee will be placed on a personal leave without pay for a sixty (60) day period. This leave period is to allow the employee the opportunity to obtain and provide to the Company proof of such necessary authorization, permit, qualification, certification and/or other documentation as may be required by law, governmental entities or regulatory agencies for the employee to be employed and/or to perform in his/her job classification. Failure to provide acceptable evidence of compliance with all applicable laws, regulations, and/or other

governmental employment requirements in sixty (60) days will result in termination of employment.

- (b) **Immigration Status.** In the event that an employee is not authorized to work in the United States following the probationary period and his/her employment is terminated for this reason, the Company agrees to immediately reinstate the employee to his/her job classification without loss of prior seniority (seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within sixty (60) days from the date of termination.

## **ARTICLE 13 – VACANCIES AND TRANSFERS**

### ***SECTION 13.1. Vacancy and Transfer Procedures***

The Company agrees that new positions or vacancies in the bargaining unit will be posted for a period of seven (7) days, unless operational needs require a shorter period. To be eligible for consideration, a proper application or request by an employee must be received by the Company within this period. In selecting the candidate for a vacancy or in granting transfers to different locations and/or different job classifications, seniority shall prevail when candidates possess the following qualifications:

(a) *Length of Service:*

1. Six (6) months employment
2. Minimum of six (6) months in work location.

(b) *Dependability:* No reprimands in the last three (3) months.

(c) *Skill and Ability:* Demonstrated skill and ability necessary to perform the specific job.

***SECTION 13.2. New Position or Transfer to Different Job Classifications***

Employees selected for a vacancy or approved for transfer to a different job classification shall be placed on a qualifying period for up to forty five (45) calendar days. If the Company determines during the forty five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within forty five (45) calendar days, the Company will return the employee to his prior job classification and location, if available.

***SECTION 13.3. Transfers to Different Locations***

Employees who transfer within the same job classification but to a different location shall be placed on a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return to the prior location within the forty-five (45) days, the Company shall return the employee to the next available opening in the same job classification in a different location, if available..

## **ARTICLE 14 – LAYOFFS AND RECALLS**

### ***SECTION 14.1. Layoff According to Seniority in Job Classification***

Whenever it becomes necessary to reduce the working force in a given job classification, the employee(s) permanently assigned to that job classification with the least company-wide seniority will be laid off providing the remaining employees possess the necessary skills, qualifications and abilities to perform available work as determined by the Company.

### ***SECTION 14.2. Notice of Layoff***

Whenever possible, one week's advance notice of layoff will be given to an employee. It is further mutually agreed that no penalty shall accrue to the Company in the event the Company fails to provide said one-week's advance notice. The Company will furnish to the Union written notice of new hires and layoffs.

### ***SECTION 14.3. Laid-Off Employees Retain Seniority for 12 Months***

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

### ***SECTION 14.4. Recalls in Accordance With Seniority in Job Classification***

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

### ***SECTION 14.5. Recall Procedure***

Laid-off employees shall be notified of recall by telephone five (5) workdays prior to the required start date. If the employee is not contacted by telephone, the Company will send a certified letter to the employee's address of record notifying him/her of recall and the required

start date, which shall not be less than ten (10) workdays from the date the letter is mailed. A copy of any such letter shall be mailed to the Union.

***SECTION 14.6. Correct Address and Telephone Number***

Failure of an employee to have a current address and telephone number on record in the Human Resources Department will relieve the Company of its responsibility of notification to the employee under any Article of this Agreement.

***SECTION 14.7. Failure to Report From Layoff***

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

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

### ***SECTION 15.1. Interchangeability***

(a) The Company can temporarily assign, reassign, or transfer an employee to any work location or to another job classification during the workday or work week, within all of the areas included in this Agreement.

(b) In the administration of this article, involuntary work shall be required of the most qualified, available, on-shift employee.

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

### ***SECTION 15.2. Assignment to Two or More Different Job Classifications***

The Company may assign an employee to work at two (2) or more different job classifications during a workday, either temporarily or permanently, for any period of time. Whenever an employee is assigned or transferred to perform two (2) or more job classifications during the day, the employee will receive his/her permanent rate or the rate for the job to which he/she was transferred, whichever is higher, for all time worked in the higher classification when the cumulative amount of time is sixty (60) minutes or more. However, tipped employees will not be required to involuntarily work in a non-tipped job classification.

### ***SECTION 15.3. Assignment to New Job Classification***

An employee assigned to a job classification other than the job classification that is his/her permanent status shall have the right to request not to be assigned to such job

classification. Such employee shall not be required to work against his/her desire in the new classification for a period of time exceeding ten (10) workdays.

***SECTION 15.4. Assignment, Reassignment or Transfer of Shop Stewards***

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



## **ARTICLE 16 – LEAVE OF ABSENCE**

### ***SECTION 16.1. Temporary Leave of Absence***

An employee's request for a leave of absence, not to exceed thirty (30) days, may be granted for good cause, if the employee's services can reasonably be spared. All leaves of absence must be requested and approved in writing.

### ***SECTION 16.2. Leave for Union Business***

An employee accepting a full-time position with the Union shall be entitled to an unpaid leave of absence for a period not to exceed one (1) year from the date of accepting such position, during which time he/she shall retain and accumulate seniority. In the event that a union business leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA. The Union may petition the Company on an individual basis for a yearly extension of this leave of absence.

### ***SECTION 16.3. Family and Medical Leave***

The Company offers family and medical leave pursuant to the provisions of the Family and Medical Leave Act of 1993. The Company and the Union acknowledge and agree that the terms and provisions of this Collective Bargaining Agreement must conform to and will be administered consistent with the requirements of the FMLA. An employee is eligible for unpaid family and medical leave as set forth below:

(a) *Eligible Employees.* Employees who have been employed for at least 12 months and have worked at least 1,250 hours during the preceding 12-month period are eligible for unpaid family or medical leave. If a leave is requested for an employee's own serious health condition, the employee must first use all of his or her accrued vacation leave, sick leave, personal leave, or short term disability leave. If leave is requested for any other reason listed

below, an employee must first use all of his or her accrued paid vacation or personal leave. The remainder of the leave period will then consist of unpaid leave.

(b) *Leave Period.* An eligible employee is entitled to take up to a maximum of 12 weeks of family or medical leave in any 12-month period. The 12-month period shall be a rolling 12-month period measured backward from the date the leave is used. Entitlement to leave for the birth or placement of a child for adoption or foster care will expire 12 months from the date of birth or placement.

(c) *Reasons for Leave.* An employee who meets with the applicable eligibility requirements will be granted a total of up to 12 weeks of unpaid leave for the following reasons:

1. The birth of the employee's child and in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. The care for a spouse, child, or parent who has a serious health condition;
- or
4. A serious health condition that renders the employee incapable of performing the functions of his or her job.

If a husband and wife both work for the Company, the aggregate leave taken by both employees is limited to a total of 12 weeks if the leave is taken for the birth or placement of a child or to care for a parent with a serious health condition. However, if the leave is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness, then each employee is eligible for 12 weeks of leave.

(d) *Application for Leave.* An employee requesting family or medical leave must complete the "Application for Family or Medical Leave" form (the employee can obtain the form

from the administrative assistant in the employee's local administration office) and immediately return it to the administrative assistant from whom the employee obtained the form. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

(e) *Notice of Leave.* All employees of the Company who request FMLA leave when the need is "foreseeable" are required to give 30 days notice prior to the commencement of leave. When the need for leave is not foreseeable, the employees must provide notice as soon as practicable but normally within two business days. Notice may be given by a spouse, family member or other representative if the employee is unable to do so personally.

(f) *Intermittent or Reduced Leave.* Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the Company agrees. In the case of serious health conditions, leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees are expected to make a reasonable effort to schedule intermittent leave so as not to disrupt the operations of the Company. The Company may require an eligible employee on intermittent or reduced leave to transfer temporarily to an available alternative position for which the eligible employee is qualified if the position has equivalent pay and benefits and better accommodates the recurring periods of leave than the eligible employee's regular position.

(g) *Medical Certification of Leave.* The application for leave based on the "serious health condition" of the employee or the employee's spouse, child, or parent must be accompanied by a "Health Care Certification" completed by the health care provider (the employee can obtain the form from the administrative assistant in the employee's local administration office). The certification must state the date on which the serious health condition

commenced, probable duration of the condition, and the appropriate medical facts regarding the condition. If an employee is requesting leave to care for a spouse, child, or parent with a serious health condition, the medical certification must state an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the medical certification must state that the employee cannot perform the functions of his or her job. The Company will require medical certification to be submitted prior to or when an employee's leave begins or within fifteen (15) calendar days after the leave starting date. In addition, the Company may require subsequent re-certifications on a reasonable basis.

(h) *Notification of Leave Assignments.* After receiving notice from the employee regarding the need to take family or medical leave, the Company will provide the employee with an "Employer Response to FMLA Request."

(i) *Benefits Coverage During Leave.* During a family or medical leave, the employee will be retained on the Company's health plan under the same conditions that applied before the leave began. To continue health coverage, the employee must continue to make any contribution that he or she made for group insurance during the leave. Failure of the employee to pay his or her share of the health insurance premium may result in the loss of coverage.

An employee who is granted FMLA leave shall retain and accumulate seniority during such leave. An eligible employee will not accrue any right, benefit or position of employment other than that which they would have been entitled to had a leave not been taken and such leave will not result in the loss of any benefit accrued prior to the date on which the leave began.

If an employee fails to return to work after the expiration of the leave, the employee may be required to reimburse the Company for payment of health insurance premiums during the family or medical leave. Reimbursement will not be required if the employee does not return to

work because of a serious health condition or other circumstances beyond the employee's control.

(j) *Restoration to Employment.* An employee who completes a family or medical leave will be returned to the same position held when the leave began, if available, or to a position equivalent in pay, benefits, and other terms and conditions of the employment. The Company cannot guarantee that an employee will be returned to his or her same former job.

(k) *Return from Leave.* The Company will require an employee taking a family or medical leave to report every thirty (30) days on his or her status and intent to return to work upon completion of the leave. Employees returning from a medical leave are required to provide certification from a health care provider indicating that the employee is able to resume work with no limitations. Employees who do not return to work upon the expiration of a family or medical leave will be treated as having voluntarily terminated their employment. An employee who requests an extension of family or medical leave must submit his or her request for an extension in writing that includes the reason for the requested extension.

#### ***SECTION 16.4. Other Non-Occupational Medical Leave***

(a) Employees not covered by the FMLA may be granted non-occupational medical leave, at the discretion of the Employer.

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

(c) An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned

sick leave and vacation benefits. Employees who are on leave of absence for more than thirty (30) days will not receive credit toward scheduled step increases.

(d) An employee who returns from medical leave of absence within sixty (60) days or less will be placed in his/her prior job, location, and schedule. If the employee has been on leave for more than sixty (60) days, the Company will make every reasonable effort to place said employee in the employee's prior job and location.

(e) An employee who fails to return from medical leave of absence, or to seek a release to return to work from the medical leave of absence, will be considered to have voluntarily terminated.

#### ***SECTION 16.5. Leave for Compensable Injury***

Any employee on medical leave as a result of an on-the-job compensable injury shall retain and accumulate seniority during such leave. Upon being released for return to work, if the employee has been off sixty (60) days or less or for FMLA qualifying leave, such other period as required by that law, he/she will be placed in his/her prior job, location and schedule. If the employee has been off for more than sixty (60) days, the Company will make every effort to place said employee in the employee's prior job and location.

#### ***SECTION 16.6. Medical Leaves Exceeding One Year***

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

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

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

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

***SECTION 16.7. Employee Medical Information (Confidential)***

(a) An employee who has a medical condition which requires medication of any type, or which may affect his/her ability to perform required duties, must provide a written statement from his/her personal physician documenting the reason for the medication/condition, estimated duration and any work restrictions. Any medical information or disclosure will be filed and maintained in the employee's confidential medical records. Failure to provide such information on a timely basis may result in the employee's termination.

(b) Pregnant employees must provide a written statement from their personal physician documenting any medication which is reasonably expected to affect her ability to work, work restrictions, and a designated date beyond which it is not satisfactory for her to continue working. A pregnant employee who is regularly in view of the public in a themed show area may continue employment as long as medically approved and her physical appearance in the designated costume for her particular work location does not detract from the image of the costume's original theme design. The Company will find an appropriate non-theme show job (out of costume) for an employee who is displaced due to costuming restrictions. Pregnant employees not in the view of the public in a non-theme show area may continue their employment as long as medically approved.

***SECTION 16.8. Administrative Leave***

At the request of the Union, the Company agrees to consider, on a case by case basis and in its sole discretion, allowing employees to continue working or placing employees on unpaid

administrative leave for up to one (1) year pending the outcome of civil or criminal charges. However, the Company reserves the right to take disciplinary action, up to and including termination, based on the nature of the allegations and/or information available to the Company regarding the circumstances. Disciplinary action taken by the Company shall be subject to the grievance procedure with the exception of probationary period terminations.



## **ARTICLE 17 – DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE**

### ***SECTION 17.1. Standard of Conduct***

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

### ***SECTION 17.2. Union Representative***

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

### ***SECTION 17.3. Notice of Investigation***

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

### ***SECTION 17.4. Disciplinary/Investigatory Suspensions***

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

- (a) No discipline and a return to work with full back pay and applicable pension contributions; or
- (b) A reprimand in accordance with Section 17.5(a) below and a return to work with no back pay and applicable pension contributions; or
- (c) Disciplinary suspension in accordance with Section 17.5(b) below; or
- (d) Termination in accordance with Section 17.6 below.

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

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

#### ***SECTION 17.5. Discipline***

**Discipline must be for just cause.** In administering discipline, the Company will make its determination based on the factors in Section 17.1.

(a) *Reprimands.* Reprimands will be issued, in writing, on a specific subject or subjects and will be signed by the Supervisor who will present it and discuss it with the employee. Reprimands will be presented and discussed within fifteen (15) calendar days after the occurrence, or within fifteen (15) days after the immediate supervisor has had a reasonable opportunity to become aware of and complete an investigation of the occurrence, whichever is later, unless prevented by the absence of the employee or extenuating circumstances beyond the control of the Company. These time limits shall not apply to discipline as a result of an HR Compliance investigation. An employee will sign the reprimand, not in admission of the

offense, but in acknowledgment that a copy of the reprimand has been received by the employee. The Company shall make copies of written reprimands available to the Union.

(b) *Disciplinary System.*

1. Reprimands may count as one (1) or two (2) disciplinary points. Such determination shall be based upon a fact-specific evaluation of the disciplinary incident.
2. Any combination of four (4) reprimands within the preceding twelve (12) months shall result in the employee's termination.
3. The twelve (12) months period shall be a rolling 12 months period measured backward from the date of the first reprimand.
4. It is specifically understood by the parties that the disciplinary point system is not restricted to same or similar offenses but may include different offenses on a cumulative basis.

***SECTION 17.6. Discharge***

An employee may be discharged for just cause and will be advised of the reason(s) for discharge, which may include, but is not limited to, the following:

- (a) Insulting, arguing, being discourteous, or using profane language in the presence of a guest.
- (b) Fighting, regardless of who provokes it, may result in automatic termination for both parties involved.
- (c) Falsification of records, such as medical forms, time cards, employment applications.

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

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

(f) Violation of operating rules and procedures that may or may not result in physical and/or financial damage to Company property or in bodily injury to fellow employees or guests.

(g) Gambling, sleeping while on duty, willful insubordination and theft.

(h) Dishonesty or misconduct that is detrimental to the Company.<sup>1</sup>

(i) Continued violation of the Company appearance guidelines.

(j) Failure to return from a leave or vacation.

(k) Excessive tardiness or absenteeism.

(l) Discrimination/harassment.

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

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

***SECTION 17.7. Absenteeism and Tardiness Standard:***

In 2012 negotiations, the Union and the Company discussed the unique nature of the Company's business and the distinct operational needs that differ from the surrounding Walt Disney World operations. Based on those discussions, the parties agreed to the following:

- (a) *Absences:* Employees must call to notify the Company of their absence on the dedicated call-in line at least one (1) hour prior to the shift start time. If an employee calls absent less than one (1) hour before the scheduled start time, he/she will receive one-half (1/2) of an attendance point in addition to the list below:

1. Beginning with 3 in any 30 days = reprimand
2. Beginning with 6 in any 90 days = reprimand
3. Beginning with 9 in any 180 days = reprimand
4. Beginning with 12 in any 365 days = reprimand
5. No Call/No Show = reprimand. A No Call/No Show is defined as an absence without calling except in case of a bona fide emergency. The Company will accept calls from employees' family members if the employee is unable to call.

When an employee calls absent one (1) hour or more before the scheduled start time, the Company will make every possible effort to call in a bargaining unit replacement by seniority (first giving preference to those employees who would not incur overtime).

- (b) *Tardiness:*

A tardiness of more than one (1) hour will count as one absence. A tardiness of one (1) hour or less will count as one-half (1/2) an absence. A tardiness of five (5) minutes or less shall fall within the grace period and shall not count as tardiness.

(c) *Procedures:*

The following items shall not be counted as absences:

1. Work incurred injuries;
  2. Medical Leaves;
  3. Release of shift for medical reasons;
  4. Scheduled personal leaves where the Company agrees in advance to the leave;
  5. Subsequent consecutive call-ins for the same illness or injury will not count as an additional occurrence;
  6. The first six (6) call-in or call sick notations for employees who meet the following criteria:
    - (a) The employee has one (1) or more years of seniority;
    - (b) The employee must have earned sick leave available. All call-sick free day instances will be automatically paid if earned sick leave is available.
    - (c) The employee must not have received attendance discipline in the prior twelve (12) months.
- (d) The disciplinary progression shall be four (4) reprimands prior to termination within a twenty-four (24) month period. Any twelve (12) month period free from discipline will result in beginning again at the first step of progressive discipline.
- (e) All references to time period in this Article refer to continuous work periods specifically, excluding any leaves of absence.
- (f) 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.

***SECTION 17.8. Clock in/Clock out Standard***

***(a) Failure to Either Clock in or Clock Out:***

1. Beginning with 3 points in any 30 days = reprimand
2. Beginning with 6 points in any 90 days = reprimand
3. Beginning with 9 points in any 180 days = reprimand
4. Beginning with 12 points in any 365 days = reprimand

***(b) Tracking:***

1. Failure to clock in for the start of shift = 1/2 point
2. Failure to clock out for the end of shift = 1/2 point
3. Failure to clock in and out for same shift = 1 point
4. Failure to clock out for the start of lunch period = 1/2 point
5. Failure to clock in for the end of lunch period = 1/2 point

***(c) Procedures:***

Employees must utilize the time recording clock to which they are assigned unless otherwise directed by management. It is the responsibility of the employee to inform management of a lost or stolen ID card before the end of his or her shift.

1. Failure to clock in as a result of a lost, stolen, or damaged ID card is considered 1/2 point. (During the time it takes the employee to replace a lost, stolen, or damaged ID card [maximum seven (7) days], the clock infractions will not be counted toward this point matrix system for disciplinary purposes.)
2. The disciplinary progression shall be three (3) reprimands prior to termination. Any twelve (12) month period free from discipline will result in beginning again at the first step of progressive discipline.

3. All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.
4. The Company reserves the right to discipline outside this matrix when an employee habitually loses possession of or damages his/her ID card.
5. Falsification of hours worked and/or the use of an ID card by anyone other than the person issued the ID card may result in disciplinary action, not excluding termination.



## **ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURE**

### ***SECTION 18.1. Grievance Settled According to Procedure***

The parties to this Agreement agree that any grievance arising out of the interpretation or application of the terms of this Agreement, with the exception of terminations and policy grievances which will be expedited to Step 3, shall be settled promptly in accordance with the following procedures:

### ***SECTION 18.2. Definitions***

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

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

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

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

(e) *Information Requests:* The Company will make every reasonable effort to provide any requested, relevant information regarding grievances to the Union within seventy-

two (72) hours. In circumstances where the Company is unable to provide information within seventy-two (72) hours, the Union will be provided with an estimate of the time of provision.

***SECTION 18.3. Grievance Procedure.***

***Step 1***

Any employee, believing that he/she has suffered a grievance, shall discuss the matter with his/her immediate supervisor. The employee may choose whether to discuss the matter with his/her supervisor with or without the assistance of his/her Union Representative.

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

The immediate supervisor shall give an oral reply within seven (7) calendar days after submission of the grievance. If the immediate supervisor fails to give an oral reply within the time limits provided, the grievance may be appealed to the next Step of the grievance procedure.

***Step 2***

If the grievance shall not have been adjusted under Step 1, then within seven (7) calendar days after the reply given under Step 1, or after the date under which a reply should have been given under Step 1, the grievance shall be reduced to writing upon the accepted Grievance Form. The written grievance shall set forth the relevant information concerning the dispute, including a short description of the alleged grievance, the date on which the grievance occurred, and an identification of the Section of the Agreement alleged to have been violated. The grievance shall be submitted to the employee's Manager, who shall immediately forward copies to the

designated Company Representative. The Company Representative and the Union Representative shall meet within seven (7) calendar days after invocation of Step 2 in an attempt to settle the grievance. It shall be incumbent upon the Business Representative to request such meeting. The Company Representative shall provide the employee and the Union Representative with a written reply within seven (7) calendar days after the parties have met. If the designated Company Representative fails to give a written reply within the time limits provided, the grievance may be appealed to the next Step of the grievance procedure.

### Step 3

If the grievance shall not have been adjusted under Step 2, then within seven (7) calendar days from the date of the supervisor's written decision or a date when the decision should have been submitted by the supervisor, the grievance shall be presented in writing to the General Manager. The General Manager and the employee's Union Business Representative shall meet within seven (7) calendar days in an attempt to resolve the grievance. The General Manager shall provide the Employee and the Union Business Representative with a written reply within seven (7) calendar days after the parties have met. If the General Manager fails to give a written reply within the time limit provided, the grievance may be appealed to arbitration.

In conducting the second and third Step meetings, the presence of the Shop Steward and/or the grievant may be requested by the Union Representative. Such request will remain the sole option of the Union.

### Step 4

If the grievance shall have been submitted but not adjusted under Step 3, either party may, within seven (7) calendar days after receipt of the General Manager's written reply, or a date when the written reply should have been submitted by the General Manager, request in

writing that the grievance be submitted to an Arbitrator mutually agreed upon by the Company and the Union. If within seven (7) calendar days after such request the Company and the Union do not agree upon the selection of an Arbitrator, such Arbitrator shall be selected from a list of five Arbitrators furnished by the Federal Mediation and Conciliation Service. The Rules of the Federal Mediation and Conciliation Service shall govern the selection of an Arbitrator and the conduct of the arbitration hearing. The Arbitrator shall not have the authority to alter, amend, change, modify, add to or subtract from or reform any provision, article or language of this Agreement. The decision of the Arbitrator shall be final and binding on all parties with no further appeal, except for reasons of setting aside an Arbitrator's Award, as set forth in applicable Federal and Florida Statutes. Any joint expense incidental to or arising out of the arbitration shall be borne equally by the Company and the Union. Only one grievance shall be before a specific Arbitrator at one time. Either party, at their discretion, may refuse one list, which has been presented by the Federal Mediation and Conciliation Service for a pending arbitration hearing.

#### ***SECTION 18.4. Grievance Settlements***

A grievance settlement, having been resolved at any step of the grievance procedure, will be implemented no more than seven (7) calendar days after the date of the settlement agreement

## **ARTICLE 19 – HOLIDAYS**

### ***SECTION 19.1. Holidays Observed***

There will be seven (7) core holidays and three (3) personal holidays.

(a) The core holidays are:

1. New Years Day
2. Martin Luther King, Jr. Day
3. Memorial Day
4. Independence Day
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 19.2. Eligibility***

(a) All regular full-time employees are eligible for holiday pay after working thirty (30) calendar days of continuous service, providing 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, or 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 19.3. Personal Holidays***

Effective January 1 of each year of this Agreement, all employees with one or more years of continuous service will be credited with three (3) personal 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 holiday on each of the following posting dates: March 1, June 1, and September 1. An employee must be statused as a full-time employee on the posting date to receive the personal holiday.

Personal 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 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 effect the use of sick leave days or personal time off;
- (d) Will not be paid in addition to other hours worked; and,
- (e) May only be taken in one (1) full shift increment.

### ***SECTION 19.4. Holiday Pay When Not Worked***

Each eligible employee will receive eight (8) hours pay at the employee's regular straight-time rate for each observed holiday not worked, provided the employee has worked their entire scheduled shifts prior to and immediately following the holiday.

### ***SECTION 19.5. Holiday Pay When Worked***

Each eligible employee will receive eight (8) hours pay at the employee's regular straight time rate for each observed holiday worked provided the employee has worked their entire

scheduled shifts prior to and immediately following the holiday. The holiday pay shall be in addition to the employee's straight time pay for all hours worked in his/her scheduled shift.

***SECTION 19.6. Double Time Pay for hours over 8 worked on Holiday***

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

***SECTION 19.7. Holiday Pay For Holiday During Vacation***

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

***SECTION 19.8. Day Holiday is Observed***

Recognized holidays shall be observed on the date designated for observance by the Federal Government, except Christmas, which shall be observed on December 25th.

***SECTION 19.9. No Holiday Pay for Employee Scheduled to Work Holiday and Who Does Not Work***

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

***SECTION 19.10. Holiday Pay on Day Off When Worked***

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

***SECTION 19.11. Holiday Starts at 12:00 a.m. on Holiday***

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

***SECTION 19.12. Pay Rate for Holidays***

Those employees in tipped classifications will have holiday benefits paid at the appropriate non-tipped rate for Food/Beverage Steward on Addendum “A.”



## **ARTICLE 20 – VACATION**

### ***SECTION 20.1. Eligibility, Regular Full-Time Employees***

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

### ***SECTION 20.2. Vacation Earned In The First Calendar Year***

Vacation earned in the first (1st) calendar year of service may not be used until nine (9) months of continuous service have elapsed from date of hire and in no event prior to the beginning of the calendar year following the year in which employed. Vacations thereafter shall be on a calendar year basis.

***SECTION 20.3. Vacation Accrual Formula For Employees Hired Prior to December 18, 1994***

(a) *Two (2) Week Vacation Accrual Formula.*

<b><u>Calendar Year Hours Worked</u></b>	<b><u>Paid Vacation Hours Earned</u></b>
1800	80
1620	72
1440	64
1260	56
1080	48
900	40
720	32
540	24
360	16
180	8

(b) Employees are eligible to take three (3) weeks of vacation on January 1st of the calendar year in which the sixth (6th) anniversary of continued service will occur.

**EXAMPLE:**

Year of Hire	2006	2007	2008	2009
Eligible to take 3 weeks on January 1 of this year	2012	2013	2014	2015

(c) *Three (3) Week Vacation Accrual Formula.*

<b><u>Calendar Year Hours Worked</u></b>	<b><u>Paid Vacation Hours Earned</u></b>
1800	120
1680	112
1560	104
1440	96
1320	88
1200	80
1080	72
960	64
840	56
720	48
600	40
480	32
360	24
240	16
120	8

(d) Employees are eligible to take four (4) weeks of vacation on January 1st of the calendar year in which the eighteenth (18th) anniversary of continuous service occurs.

**EXAMPLE:**

Year of Hire	1994	1995	1996	1997
Eligible to take 4 weeks on January 1 of the year	2012	2013	2014	2015

(e) *Four (4)-week vacation formula.*

<b><u>Calendar Year Hours Worked</u></b>	<b><u>Paid Vacation Hours Earned</u></b>
1800	160
1710	152
1620	144
1530	136
1440	128
1350	120
1260	112
1170	104
1080	96
990	88
900	80
810	72
720	64
630	56
540	48
450	40
360	32
270	24
180	16
90	8

***SECTION 20.4. Vacation Accrual Formula for Employees Hired on or After  
December 18, 1994***

(a) *One (1)-week vacation accrual formula.*

<b><u>Calendar Year Hours Worked</u></b>	<b><u>Paid Vacation Hours Earned</u></b>
1800	40
1440	32
1080	24
720	16
360	8

(b) Employees are eligible to take two (2) weeks of vacation on January 1st of the calendar year in which the third (3rd) anniversary of continuous service will occur:

**EXAMPLE:**

Year of Hire	2009	2010	2011
Eligible to take 2 weeks on January 1 of the year	2012	2013	2014

(c) *Two (2)-week vacation formula:* Refer to the two (2) weeks vacation accrual formula in Section 20.3(a).

(d) Employees are eligible to take three (3) weeks of vacation on January 1st of the calendar year in which the sixth (6th) anniversary of continuous service occurs. Refer to example in Section 20.3(b), and to the three (3) week vacation accrual formula in Section 20.3(c).

(e) Employees are eligible to take four (4) weeks of vacation on January 1st of the calendar year in which the eighteenth (18th) anniversary of continuous service occurs. Refer to the example in Section 20.3(d), and to the four (4) week vacation accrual formula in Section 20.3(e).

***SECTION 20.5. Vacation Not Cumulative***

Vacations are not cumulative and must be taken within the calendar year the employee becomes eligible to take his/her vacation. Vacations not used within the calendar year in which the employee becomes eligible to take his/her vacation shall be deemed to be lost with the exception of a maximum of sixteen (16) hours of vacation that may be carried over to the following year.

***SECTION 20.6. Payment for Accrued Vacation***

Upon the request of an eligible employee, the company shall provide payment of up to one half of an employee's accrued 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 weeks of the request being received by payroll.

***SECTION 20.7. Vacation Scheduling***

Due to the nature of the Company's operations and requirements for specified skills, vacations will be scheduled by the Company. Hours worked and vacation hours earned in the preceding year can not be determined until the final December payroll for that year has been processed but such information will be provided prior to the time set by the Company for submission of vacation requests by employees for consideration. Where a time period has previously been blocked out and the 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 dates requested affecting two (2) or more employees. The Shop Steward may be present during the vacation scheduling in December. The Company shall provide the report to employees of their vacation hours earned as soon as possible after the final December payroll for the previous year has been processed. Employees requesting vacation that exceeds their vacation hours earned will be allowed the time off without pay, as long as this does not interfere with other employee's scheduled vacations or requested vacations and the proper running of the operation. Paid and unpaid time are treated equally under this article.

***SECTION 20.8. Pay Rate For Vacation***

Vacations will be paid at the straight-time rate, but not less than the wage rate established under the Fair Labor Standards Act in effect at the time the vacation is taken. Those employees in tipped classifications will have vacation benefits paid at the appropriate non-tipped rate for Food/Beverage Steward on Appendix "A."

***SECTION 20.9. Pay For Unused Vacation Hours at Termination of Employment***

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

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

***SECTION 20.10. Cancellation of Pre-Approved Vacation***

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

## **ARTICLE 21 – JURY DUTY/BEREAVEMENT LEAVE PAY**

### ***SECTION 21.1. Jury Duty Pay for Regular Full-Time Employees***

All regular full-time employees are eligible for jury duty pay.

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

(b) If an employee is released from jury duty and four (4) or more hours remain in his/her scheduled shift, he/she is required to return to work that day.

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

(d) Those employees in tipped classifications will have jury duty benefits paid at the appropriate non-tipped rate for Food/Beverage Steward on Appendix "A."

### ***SECTION 21.2. Bereavement Leave Pay***

(a) Employees bereaved by the death of a member of their immediate family are granted time off, with pay, for time necessary to travel to and from the funeral location and attendance at the funeral.

The deceased must have been a member of the immediate family household, such as spouse, child (natural or step), mother, father, brother, sister, mother-in-law or father-in-law, grandparent and grandchild. If a closer than normal relationship existed between the employee



and a person other than those named, consideration will be given toward payment of the bereavement benefit.

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

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

An employee who is on an authorized leave of absence is not eligible for this benefit, except in the case of an employee who is on a leave of absence to care for a relative covered above. That employee will be eligible for bereavement pay in the event of the death of that person.

(b) Those employees in tipped classifications will have bereavement leave benefits paid at the appropriate non-tipped rate for Food/Beverage Steward on Appendix "A."

## **ARTICLE 22 – INSURANCE AND EMPLOYEE BENEFITS**

### ***SECTION 22.1. Pension***

The Company agrees to contribute for each eligible, regular full-time employee covered by this Agreement the sums described below to the National Retirement Fund, formerly known as H.E.R.E. International Union Pension Fund (“Fund”) for the purpose of providing retirement benefits under the Fund, or such new merged, or consolidated plan as may be adopted by the Fund Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made. The Company and Union agree that eighty (80) percent of total contributions shall be used to determine the retirement benefits accrued by employees covered by this Agreement. Except as otherwise provided herein, the Company will make the following contributions:

Effective June 1, 2012, \$1.36 per hour worked  
Effective October 27, 2012, \$1.48 per hour worked  
Effective June 1, 2013, \$1.58 per hour worked  
Effective October 27, 2013, \$1.70 per hour worked  
Effective June 1, 2014, \$1.81 per hour worked  
Effective October 27, 2014, \$1.88 per hour worked

Notwithstanding anything to the contrary in this Section 22.1 of the Agreement, the Company shall have the right, in its sole and absolute discretion, to stop contributing to the Fund at any time, and shall be under no obligation to negotiate with the Union over, or to obtain the consent of the Union to such action. Any election by the Company to stop contributing to the Fund shall be effective as of the date specified in a written notice from the Company to the Union, which date shall be no less than thirty (30) days after the date the notice is sent. A copy of any such written notice shall also be provided to the Fund. The Company acknowledges that any decision to stop contributing to the Fund will result in its withdrawal from the Fund and may

subject it to withdrawal liability to the Fund. In the event the Company elects to stop making contributions in accordance with this Section 22.1, it shall negotiate with the Union regarding the substitution of other retirement benefits for employees covered by this Agreement.

Subject to the Company's right to stop contributing to the Fund, the Company and the Union agree to be bound by the Agreement and Declaration of Trust of the Fund as it may, from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

### ***SECTION 22.2. Group Insurance***

During the term of this Agreement, the Company will provide Group Insurance coverage to all eligible employees on the same basis as provided to non-bargaining unit employees (including salaried employees) at the Company. While guarantees cannot be made regarding costs of insurance or options, the Company agrees to maintain a comparable percentage split for premiums. The Shop Steward and Union Business Agent may be present during open enrollment (orientation) meeting (s).

### ***SECTION 22.3. Sick Leave***

(a) Regular full-time employees shall receive sick leave based on the number of straight-time 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 two (2) days sick leave per calendar year as personal leave days, provided that the employee's total sick leave bank does not fall below six (6) 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:

<b><u>Calendar Year Hours Worked</u></b>	<b><u>Earned Sick Leave Hours</u></b>
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 eighty (80) work hours. Request for payment will be accepted on an annual basis (by calendar year).

Note: Employees hired prior to April 1, 2012 and who have an accumulated bank of earned, accrued, and unused sick leave in excess of eighty (80) hours will retain and not lose or forfeit the excess hours and may use and apply hours from such excess bank as may be allowed or is consistent with this article of the agreement.

At the beginning of each calendar year, after the employee has completed the eligibility requirement, sick leave shall be made available for use during that calendar year based on the

above-noted hour formula in the prior calendar year. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee.

In order to be paid sick leave, the employee must file a request for payment on the appropriate form and submit the form to his/her supervisor. This must be done within three (3) days after the employee returns to work. In the event that three (3) or more consecutively scheduled shifts of sick leave are applied for, the Company may request a written statement from a physician certifying as to the nature and length of the employee's illness. However, the Company may require proof of illness in any case if desired and an employee not furnishing such proof will not be entitled to sick leave pay.

Employees will not be entitled to sick leave during vacation or on days on which they are not scheduled to work. In the event the employee incurs a non-occupational illness while at work and is released from the completion of his/her scheduled shift by medical personnel, the employee may apply for sick leave covering the unworked balance of that shift in amounts of one (1) hour.

An employee who reports for work after the start of his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his/her scheduled shift and the time the employee actually started to work.

(c) Employees who involuntarily terminate and who do not fall in the categories of drunkenness, theft, or illegal use or possession of controlled substances, will be paid 100% of earned sick leave and one half of accrued sick leave. Termination for the three (3) categories listed above will not be paid any sick days either earned or accrued.

(d) Those employees in tipped classifications will have sick leave benefits paid at the appropriate non-tipped rate for Food/Beverage Steward on Addendum "A."

## **ARTICLE 23 – COSTUMES, UNIFORMS, AND PERSONAL APPEARANCE**

### ***SECTION 23.1. Costumes and Work Uniforms***

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

### ***SECTION 23.2. Safety and Sanitary Clothing and Equipment***

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

### ***SECTION 23.3. Laundry and Cleaning of Clothing Paid by Company***

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

### ***SECTION 23.4. Penalty For Lost Clothing or Misuse of Clothing and Lost Locker Keys***

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

***SECTION 23.5. Personal Appearance Rules Set Forth in Writing***

It is recognized that the Company may make and enforce rules relating to personal appearance which must be set forth in writing and must be reviewed with the Union prior to implementation.

***SECTION 23.6. Furnished Clothing Not to be Worn Off Disney World Premises***

Unless approved or otherwise authorized by the Company, company-furnished clothing is not to be worn off Walt Disney World premises outside of the employee's working hours.

## **ARTICLE 24 – SAFETY AND HEALTH**

### ***SECTION 24.1. Company Responsibility***

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

### ***SECTION 24.2. Employee Responsibility***

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

### ***SECTION 24.3. Company-Union Cooperation***

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

(b) There will be one joint committee for both San Angel Inn and Springs Food Service and it shall meet twice a year. The Company and the Union shall inform each other of the names of the respective committee members within one month of ratification.

### ***SECTION 24.4. Examinations***

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



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

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

- (1) When the Company needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening his/her health or safety or that of others;
- (2) When the Company concludes that it must determine whether reasonable accommodation is required, or where an employee has requested accommodation, including the nature and extent of such accommodation;
- (3) When the Company concludes it must acquire medical advice to determine whether a local, state, or federal health or safety standard can be satisfied;
- (4) When the Company is obligated by law to assess, monitor and/or maintain a record of an employee's health status.

(d) Pursuant to Section 24.4(c)(2) above, the Company reserves the right to require an employee to undergo a physical examination by a licensed physician or certified health care provider designated by the Company at the Company's request. If the employee disagrees with the medical opinion of the Company-designated physician, the employee may select, at his/her expense, a physician or appropriate certified health care provider to conduct the Company-required medical examination. The result of that examination must be submitted to the

Company-designated physician for concurrence. In the event the two physicians cannot agree, the Company and the employee shall select a third physician from a panel of three physicians supplied by the Company. The cost of the third physician will be paid by the Company.

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

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

#### ***SECTION 24.5. Imminent Danger***

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

## **ARTICLE 25 – WORK BY SUPERVISORS**

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

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

## **ARTICLE 26 – EMERGENCY WORK AND RUNNING REPAIRS BY EMPLOYEES**

### ***SECTION 26.1. Emergency Work***

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

### ***SECTION 26.2. Running Repairs***

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

## **ARTICLE 27 – BULLETIN BOARDS**

The Company shall provide bulletin boards in all areas which are frequented by employees for the posting of official union notices. The board shall be covered with glass and under lock. The key shall remain in the possession of a supervisor. These boards shall be used for display of the following notices: union meetings, union appointments, union elections and official union social affairs and any Company-issued information. It is agreed that no union matter of any kind shall be posted in and about the premises of San Angel Inn or Coronado Springs except on said boards. It is agreed by the Union and management that it is the responsibility of each employee to be knowledgeable of notices posted. All such union notices shall bear a posting and a removal date.

## **ARTICLE 28 – SUBCONTRACTING**

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

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

## **ARTICLE 29 – INTERPRETATION**

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

### **ARTICLE 30 – SEVERABILITY**

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



## ARTICLE 31 – TERMS OF AGREEMENT

### ***SECTION 31.1. Term***

This Agreement and any further amendment or supplement hereto shall be in full force and effect from April 1, 2012 through March 31, 2015, and from year-to-year thereafter, subject to the right of either party to terminate the same as of March 31, 2015 upon the giving of written notice of termination, not later than sixty (60) days next preceding the effective date of such termination.

### ***SECTION 31.2. 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.

PALMAS SERVICES, LLC

UNITE HERE; LOCAL 737

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Richard D. Debler, President

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Director

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Hector Jordan, Local 737 Business Representative

## ADDENDUM “A”

### BARGAINING UNIT: COVERED JOB CLASSIFICATIONS AND RATES OF PAY

#### Non-Tipped Classifications

Job Classification	Increase %	Effective 10/01/2012		Effective 10/01/2013		Effective 10/01/2014	
		Min	Max	Min	Max	Min	Max
Chef Assistant	3.00% or min \$0.25	\$11.90	\$16.81	\$12.15	\$17.19	\$12.45	\$17.62
Chef Assistant Pastry/Bakery	3.00% or min \$0.25	\$11.90	\$16.81	\$12.15	\$17.19	\$12.45	\$17.62
Cook 1	3.00% or min \$0.25	\$10.95	\$15.51	\$11.15	\$15.86	\$11.45	\$16.26
Cook 1 Pastry/Bakery	3.00% or min \$0.25	\$10.95	\$15.51	\$11.15	\$15.86	\$11.45	\$16.26
Cook 2	3.00% or min \$0.25	\$8.95	\$13.87	\$9.15	\$14.19	\$9.40	\$14.55
Cook 2 Pastry/Bakery	3.00% or min \$0.25	\$8.95	\$13.87	\$9.15	\$14.19	\$9.40	\$14.55
Food Handler	3.00% or min \$0.25	\$8.70	\$13.91	\$8.85	\$14.23	\$9.05	\$14.59
Food Service H/H (QSR)	3.00% or min \$0.25	\$8.05	\$13.34	\$8.20	\$13.65	\$8.40	\$14.00
Food/Beverage Steward	3.00% or min \$0.25	\$7.80	\$12.83	\$8.00	\$13.17	\$8.20	\$13.50

Non Tipped Employees at the max of the range	2% or min of \$0.25	2.25% or min of \$0.25	2.50% or min of \$0.25
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Employees whose rates of pay are above the maximum amount listed will receive the percentage increase granted above.

#### Tipped Classifications

Job Classification	10/01/12	01/01/2013	01/01/2014	
Beverage H/H (T)	5.65	\$5.80	\$5.95	
Food & Bev Assistant (T)	\$5.70	\$5.85	\$6.00	
Food & Bev Server (T)	\$4.65	\$4.80	\$4.95	

**NOTES:**

Note 1: Excluded from Bargaining Unit - All other employees, including, but not limited to, foreign nationals working under a temporary permit or visa; e.g., “J” or “Q” visa, office clerical employees, guards and supervisors, as defined in the National Labor Relations Act, as amended.

Note 2: Rate adjustments will be effective at the beginning of the first payroll period following the effective dates indicated. Rate adjustments will apply to all employees on the scheduled date; i.e., increases will not be administered on the employee’s hire date anniversary.

Note 3: Employees, whose scheduled increase in rate of pay will exceed the “Max” amount on the applicable “Min/Max” rate schedule will receive, but not exceed, the maximum rate allowed.

Note 4: Any mistake or error(s) in rates of pay as set forth in this Appendix A will be corrected by the Company.

Note 5: If the federal minimum wage for a job class is higher than the agreed upon rate, the federal minimum wage shall prevail.