

PATINA ORLANDO LLC

and

UNITE HERE Local 737

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## ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into and effective this 14th day of May 2021, by and between PATINA ORLANDO LLC doing business as "Tutto Italia" and as "Via Napoli," hereinafter called "Italia" or "Napoli" or "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" and Appendix "B") of the Company at the "Italian" attraction located in the Italian Pavilion in the World Showcase, EPCOT Center at Walt Disney World Co.'s "Vacation Kingdom Complex" in Bay Lake, Florida (EPCOT). Excluded from this recognition and the Bargaining Unit are 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.



## 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 (WOW) 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 against the Company or affecting its operations at WOW 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 WDW, Other Participants or Concessionaires***

Disputes between the Union and WOW, any other Participant or concessionaire operating in WOW or EPCOT 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 WOW, or EPCOT, 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 for this process and 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 telegram 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 telegram 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 (e-mail) and/or faxed 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 courier 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 opportunity to provide applicants for such jobs so long as provided within seventy-two (72) hours after notice has been given. 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 WDW, as furnished to each union representative by WDW, 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 at orientation for up to twenty (20) minutes.

### ***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. 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

(c) 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.

(d) 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.

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

(f) The Steward shall promote harmonious relations between the Company and employees.

(g) Shop stewards shall have super seniority for the purpose of layoff and recall only.

***SECTION 8.4. Check-Off and Workers United for Political Power Campaign Committee***

(a) Checkoff. The company agrees to withhold from the wages on each payroll week uniform weekly membership dues, initiation fees and/or service charges for each employee who signs and submits an authorization card. The company shall forward such dues to the certified financial secretary or other properly designated official of the Union by the fifteenth (15th) day of the month after which dues were 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.

(b) **Indemnification and Hold Harmless.** 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.

(c) **Reports:** The company agrees to provide the Union with a member/non-member list along with the dues checkoff each month. 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, and email address, if available to the company. The information will be provided electronically, in Excel format, and shall indicate the employee's Union or non-Union status. In addition, the company agrees to provide the Union with information regarding new hires on each monthly bargaining unit list.

## ARTICLE 9 - HOURS OF WORK

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

(a) A "work week" for full time employees shall consist of between thirty (30) to forty (40) hours in a period of seven (7) days starting at 12:01a.m. on each Monday and ending at midnight on the following Sunday. This shall constitute the regularly scheduled workweek but is not a guaranteed workweek.

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

The payroll period will be weekly.

### ***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.

**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. 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	3	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**

(a) Lunch period. Consistent with operational and attraction requirements of the Company 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.



(b) Meals. Unless otherwise provided a meal during the work shift, all employees will be provided a meal for every shift worked.

***SECTION 9.7. Rest Period***

Each employee will be allowed a fifteen (15) minute rest period for each four (4) hours of work. Employees who work ten (10) or more hours will receive an additional fifteen (15) minute rest period. 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. When the Company fails to provide a break(s), the employee will receive an additional fifteen (15) minutes pay at the appropriate rate for each missed break, or be released from shift fifteen (15) minutes early for each missed break. 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.

**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 distributed to full- time bargaining unit employees who work in the job classifications in the areas that normally engage in the work, under the following guidelines:

- (a) Distributed as equitably as reasonably practical;
- (b) Distributed first to qualified, available full-time bargaining unit employees in the work area and then to qualified, available employees regularly assigned to the work area before

distribution outside the work area.

***SECTION 10.3. Involuntary Overtime***

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

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

*(a) Five Day Work Week.*

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

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

*(b) Four Day Work Week.*

(1) Employees who work on either the first, second, or third of their three (3) scheduled days off will be paid at the rate of time and one-half (1½) their regular straight-time rate, provided such employees have worked four (4) work days in the work week if work is available to them. If an employee reports to work late for his/her scheduled shift, or has an early release from shift, the portion of the scheduled hours not worked must be worked prior to the overtime rate commencing on either the first or second of their two (2) scheduled days off for purposes of this provision.

(2) *Employees Who Work Over Ten (10) Consecutive Hours.* The Company shall pay time and one-half (1 ½) their regular straight-time rate for all consecutive hours worked in excess of ten (10) hours.

(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 (15th) 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 provisions 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 (9th) 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 minimum/maximum range of hourly rates for covered job classifications are set forth and contained in Appendix "A" attached hereto.

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

If the Company hereafter establishes any new or substantially changed job classifications or work operation prior to the implementation of any new or substantially changed job classification or work operation, the Company will discuss such action with the Union. The new job classification and wage rate for such new job classification will be established by the Company. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the 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 full shift 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.

***SECTION 11.6. Payday***

Employees shall be paid 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.

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 following the request.

***SECTION 11.7. Working Leads***

(a) Working Leads may be designated by the Company in any of the classifications set forth in Appendix "A" and will be paid a one-dollar and fifty cent (\$1.50) per hour differential for all actual hours worked as a Working Lead. Working Leads 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. Working Leads have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

(b) Full-time openings for Working Leads will be posted in the applicable work area for application by interested employees. The following factors will be taken into consideration with respect to selecting an employee for an open or available position: seniority, skills, ability, dependability, initiative, and attitude. Employees interested in the openings must meet the following minimum qualifications:

1. Stated in the Job Classification;
2. Length of Service:
  - (a) Six (6) months seniority;
3. Dependability:
  - (a) Supervisor's record card may have no more than four (4) attendance entries within the last six (6) months (not including early shift releases or authorized days off);
  - (b) No more than one reprimand within the last six (6) months;
4. Skills and Ability:

- (a) Demonstrated skill and ability necessary to perform the specific job, including teamwork and communication skills;

5. Attitude and Initiative:

- (a) Above-average as evidenced by record card notations.

Any dispute regarding the administration of this provision shall be subject to the grievance procedure.

***SECTION 11.8. Trainers***

Trainers may be designated by the Company in any of the classifications set forth in Appendix "A" and Appendix "B." 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 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. Is discharged for just cause.
3. Is absent for three (3) consecutive unexcused workdays.
4. Is 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. Where a newly hired employee is transferred into a new job classification or to a new location within the first ninety (90) days, the employee shall serve an additional ninety (90)-day probationary period in the new job/location. The Company reserves the right to terminate their employment for any reason until they have completed any such probationary period. However, probationary employees shall be entitled to utilize the Grievance Procedure to grieve any matter that could be grieved by any other employee, except termination within the probationary period.

(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.S(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.

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

Any employee promoted or transferred to any full-time position outside of the bargaining unit, 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***

Should an employee fail to obtain or to maintain and satisfy governmental requirements for employment, e.g., work authorization papers, public certifications, etc., the employee will be placed on a personal leave without pay for a ninety (90) day period. This leave period is to allow the employee the opportunity to obtain and provide to the Company proof of such authorization, permit, qualification certification and/or other documentation as may be required by governmental entities or regulatory agencies for the employee to be employed and/or to perform in his/her job classification. Failure to demonstrate compliance with all applicable governmental employment requirements in a timely manner will result in termination of employment.

## ARTICLE 13 - TRANSFERS

### ***SECTION 13.1. Transfer Procedures***

The Company agrees that in granting transfers to 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:
  - 1. Supervisor's Record Card may have no more than five (5) attendance entries within the last six (6) months (not including early shift releases or authorized days off).
  - 2. No more than one reprimand in the last six (6) months.
- (c) Skill and Ability:
  - 1. Demonstrated skill and ability necessary to perform the specific job.

### ***SECTION 13.2. Transfer to Different Job Classifications***

Employees transferring to a different job classification shall be placed upon 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 within the forty-five (45) days, the Company will return the employee to his prior job classification and location.

## 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 either electronic means; e.g., email or text messaging, or by telephone five (5) workdays prior to the required start date. If the employee is not contacted by electronic means or 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 Personnel 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 and, if requested, has provided acceptable documentation.

**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 junior, available, qualified, 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.

***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.

***SECTION 15.5. Scheduling Tipped to Non-Tipped Job Classifications***

(a) Tipped employees will not be involuntarily scheduled to work in non-tipped job classifications.

**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***

(a) 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.

(b) The Company agrees to provide to employees with any attendance reprimand that is issued information regarding the FMLA. The Employee will sign to acknowledge receipt of this information.

***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 (Workers' Compensation)***

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. Confidentiality of Employee Medical Information***

(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 can 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 benefits or contributions; or

- (b) A reprimand in accordance with Section 17.5(a) below and a return to work with full 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 in lieu of termination. 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 Point System.*

1. Reprimands may count as one (1) or two (2) disciplinary points. Such determination shall be based upon a fact-specific evaluation of the disciplinary incident.<sup>1</sup>
2. Any combination of five (5) disciplinary points within the preceding twelve (12) months shall result in the employee's termination.
3. The twelve (12) months period referenced in (c)(2) is defined as a continuous work period specifically excluding any leaves of absence.
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.
5. Absenteeism/Tardiness discipline and Clock In/Out discipline are specifically excluded from the disciplinary point system defined in this Section. Refer to Sections 17.7 and 17.8 below.

***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 and/or fellow employee.
- (b) Fighting, regardless of who provokes it, may result in automatic termination for both parties involved.
- (c) Falsification of records, including but not limited to medical forms, time cards, or employment applications.
- (d) Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents during working hours or reporting for work under such conditions.

<sup>1</sup> The parties agree that the assignment of one (1) or two (2) disciplinary points under this Section shall be done in accordance with the Parties' agreement regarding the use of oral and written reprimands.

(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 result in damage to Company property or in bodily injury to fellow employees or guests.

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

(h) Dishonesty or misconduct that is detrimental to the Company.<sup>2</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.

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

The Union and the Company understand 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 a dedicated call-in number at least one (1) hour prior to the shift start time. If an employee calls

<sup>2</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, subsections (f) and/or (h) of the above referenced Article will be cited.

in absent less than one (1) hour before the scheduled start time, s/he 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 the employee's family members if the employee is unable to call.

When an employee calls in 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).

*In addition, an employee will receive a total of two (2) attendance points for calling in on any of the following days:*

*January 1, 2 and 3  
Memorial Day, the day before and the day after  
July 3, 4 and 5  
Thanksgiving, the day before and the day after  
December 23 through December 31*

*The 2<sup>nd</sup> point for the dates listed above shall not apply in case of legitimate illness supported by medical documentation.*

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

(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 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 month period. Any twelve (12) month period free from discipline will result in beginning again at 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 one-half (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.

***SECTION 17.9. Attendance Incentive***

In December of each year, the Company will notify the Union of the "Peak periods" (for example: Food & Wine Festival, Flower & Garden Festival) for the coming January through

December. Employees who have no attendance entries, including call ins, tardiness or failure to clock in/out during the specified peak periods in each quarter during the January to December calendar year will receive \$125 in the first pay period of the following February. The Company and the Union will meet in January of each year to review the list of employees who qualify for the Incentive.

## 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 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 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 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 Year's 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 stasured 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 for personal time off;
- (d) Will be considered as time worked for the computation of overtime;
- (e) Will not be paid in addition to other hours worked; and,
- (f) May only be taken in one (1) full shift increment.

***SECTION 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 Eight Worked On Holiday***

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

***SECTION 19.7. Holiday Pay Considered Time Worked For Computing Overtime***

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

Pay for a holiday not worked shall not be used in computing overtime under the 5th, 6th

and 7th day provision contained in Article 10, Section 10.4.

***SECTION 19.8. 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 which shall be included in the next payroll following the vacation period.

***SECTION 19.9. 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 19.10. 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 19.11. 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 19.12. 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 19.13. Tipped 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 Appendix "A".

## ARTICLE 20 – VACATION

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

All regular full-time employees shall receive a vacation based on continuous full-time service as calculated from the employee's actual date of employment or credited seniority date as outlined below:

<b>Length of Service as of Anniversary date</b>	<b>Vacation Days Available</b>
After one (1) year of continuous full-time service	Five (5) days
After two (2) years of continuous full-time service	Ten (10) days
After five (5) years of continuous full-time service	Fifteen (15) days
After twelve (12) years of continuous full-time service	Twenty (20) days

### ***SECTION 20.2. Vacation Not Cumulative; No Payment in Lieu of Vacation; No Vacation pay advances.***

Vacations are not cumulative and must be taken within the rolling 12-month period after the employee becomes eligible to take his/her vacation. Vacations not used within the rolling 12-month period in which the employee becomes eligible to take his/her vacation shall be deemed to be lost. Payment in lieu of vacation days will not be permitted. Vacation pay advances will not be permitted.

### ***SECTION 20.3. Vacation Scheduling***

Due to the nature of the Company's operations and requirements for specified skills, vacations will be scheduled by the Company. 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. Vacation requests must be submitted during the month of December for the following calendar year. Vacation requests should be for periods of no less than five (5) continuous days during the pay week.

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 affecting two (2) or more employees.

***SECTION 20.4. PayRate For Vacation***

Vacations will be paid at the employee's 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". Vacation days will be based on average hours worked by the employee in the preceding 12 month period.

***SECTION 20.5. Pay For Unused Vacation at Termination of Employment***

All regular full-time employees who have been continuously on the payroll for twelve (12) months or longer will not lose his/her earned vacation in the case of termination except if terminated for drunkenness, dishonesty or illegal use or possession of controlled substances.

***SECTION 20.6. Holiday Falling in Approved Vacation Period.***

Employees on vacation during a week in which a paid holiday falls will receive an additional day for the holiday. However, the day must be taken immediately prior to or after the scheduled vacation or it will be forfeited.

**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. Upon request, the employee must provide acceptable documentation of the immediate family member's death to be eligible for any paid bereavement leave.

(b) 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, grand-parent or grand-child. 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.

(c) Bereavement leave shall be paid up to a maximum of five (5) days but will only be paid for scheduled work that is missed during the authorized period absent for bereavement. 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.

(d) 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 WELFARE

### *SECTION 22.1. 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-exempt hourly paid non-represented employees at the Company's operations for the "Italian" attraction located in the Italian Pavilion in the World Showcase, EPCOT Center at Walt Disney World Co.'s "Vacation Kingdom Complex" in Bay Lake, Florida (EPCOT).

### *SECTION 22.2. Sick Leave*

(a) The Company provides regular full-time hourly employees with sick leave benefits to afford reasonable income protection for short periods of time when it is necessary for the employee to be absent from work due to their own illness or the illness of an immediate family member under their care. Temporary and part-time employees are not eligible for sick leave benefits.

(b) Employees who are unable to report to work for the reasons described herein must contact their supervisor at least four (4) hours before their scheduled shift starts, unless restaurant/office hours make it impossible to do so, in which case the employee should provide notice as far in advance as possible. If an employee becomes sick during the day, the supervisor must be notified before the employee leaves the work site. Failure to follow these procedures will result in the missed work day or the incomplete work shift being processed as an unexcused absence and the hours of missed work not being eligible for payment of sick leave benefits. Appropriate disciplinary measures could also result.

(c) Following the initial year of hire, each regular full-time employee is eligible for six (6) days of sick leave benefits during each calendar year which will be allocated as of January 1.

(d) Sick Leave benefits will not commence until after 90 days of continuous employment from the employees last hire date. During the initial year of employment, the sick leave benefit for new hires will be calculated on a prorated basis for each full calendar month of service worked after successful completion of the 90-day probationary period. The sick leave benefits will be earned at a rate of 1/2 days per full calendar month worked and ending at the completion of the first calendar year of employment. Thereafter the employee will be allocated a bank of six (6) days of sick leave during each subsequent calendar year which will be available as of January 1st, and on each succeeding January 1st.

(e) Sick leave benefits will be calculated at the employee's base hourly rate in effect at the time that sick leave is taken. Employees in tipped classifications will be paid sick leave benefits at the appropriate non-tipped rate for Food/Beverage Steward on Appendix "A".

(f) A full "day" of sick leave benefits will consist of the hours in the employee's regularly scheduled workday. Hours taken or approved for sick leave are not working time and will not be counted in calculating overtime.

(g) Sick leave benefits are available beginning with the first hour away from the job due to illness, injury, or to care for sick members of the immediate family.

(h) In the case of an employee's illness, a notification from a doctor that the individual is able to return to work may be required for any absences of three (3) days or more, before the employee will be permitted to return to work. This requirement will safeguard both the employee and coworkers.

(i) Each year, unused sick leave benefits for qualified regular full-time employees will be computed and distributed to the employee in their payroll check at the end of the calendar year.

j) No sick leave benefits are paid upon termination of employment for any reason. Sick leave benefits will not be transferred and applied as extra vacation days.

(k) Employees who abuse the Company's sick leave policy or who are absent from work on a patterned basis may be subject to appropriate disciplinary action, up to and including termination.

(l) Employees who are absent for more than five (5) consecutive days or who miss more than six (6) scheduled workdays during a rolling twelve (12) month period will be evaluated for reliability issues or performance problems. Appropriate corrective or remedial measures will be applied where needed.

(m) This policy will be administered in conjunction with the Company's Family Medical Leave and Worker's Compensation policies. Nothing in this provision is intended to replace or to supersede requirements set forth in the aforementioned policies.

***SECTION 22.3. 401(k) Plan Participation***

The Company will make available its 401(k) Plan for voluntary participation by employees who may be qualified in accordance to the Plan documents.

**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" and Appendix "B" 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 WDW 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) A joint safety committee comprised of hourly and management representatives will be formed. The committee will consist of at least four (4) representatives. The Union and the Company will each select fifty percent (50%) of the committee. The Company selections shall include at least one (1) management representative. All hourly representatives shall be selected from a sign-up list posted in the affected work areas. The Company and the Union shall each designate a Co-chair for the committee. Upon formation, each committee will establish individual committee procedures and meeting schedules.

The role of the committee will be the following:

1. evaluation of health and safety issues through means such as, but not limited to, examination of records, inspections, and employee interviews;
2. to identify additional or improved health and safety training needs;
3. to meet with and make recommendations to the General Manager.

***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 the Company 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, 2020 until September 30, 2024, and from year-to-year thereafter, subject to the right of either party to terminate this Agreement upon the giving of written notice of termination, not later than sixty (60) days in advance of the stated expiration of this Agreement or any amendment.


### ***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.

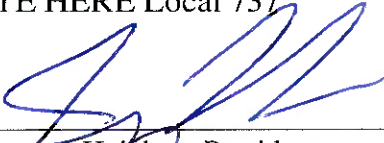
In witness whereof, the duly authorized representatives of the parties have executed this Agreement to be effective on the dates indicated herein.

PATINA ORLANDO LLC

UNITE HERE Local 737

By:   
Name: \_\_\_\_\_

Title: V.P., Labor Relations

By:   
Jeremy Haicken, President

  
Hector Jordan, Business Representative

## Appendix A: Wage Increases

### Patina - Epcot - proposed scale of wages

Job Class	Min	Max	7/5/2021		1/1/2022		7/1/2022		1/1/2023		7/1/2023		1/1/2024		7/1/2024	
			Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Chef Asst	\$ 14.95	\$ 18.99	\$ 15.95	\$ 19.98	\$ 16.70	\$ 20.73	\$ 17.45	\$ 21.48	\$ 17.95	\$ 22.23	\$ 18.70	\$ 22.73	\$ 19.20	\$ 23.23	\$ 19.70	\$ 23.73
Chef-Pastry	\$ 14.95	\$ 18.98	\$ 15.95	\$ 19.98	\$ 16.70	\$ 20.73	\$ 17.45	\$ 21.48	\$ 17.95	\$ 22.23	\$ 18.70	\$ 22.73	\$ 19.20	\$ 23.23	\$ 19.70	\$ 23.73
Cook 1	\$ 13.95	\$ 17.70	\$ 14.95	\$ 18.70	\$ 15.70	\$ 19.45	\$ 16.45	\$ 20.20	\$ 17.20	\$ 20.95	\$ 17.70	\$ 21.45	\$ 18.20	\$ 21.95	\$ 18.70	\$ 22.45
Cook 1-Pastry	\$ 13.95	\$ 17.70	\$ 14.95	\$ 18.70	\$ 15.70	\$ 19.45	\$ 16.45	\$ 20.20	\$ 17.20	\$ 20.95	\$ 17.70	\$ 21.45	\$ 18.20	\$ 21.95	\$ 18.70	\$ 22.45
Cook 2	\$ 12.40	\$ 16.09	\$ 13.40	\$ 17.09	\$ 14.15	\$ 17.84	\$ 14.90	\$ 18.59	\$ 15.65	\$ 19.34	\$ 16.15	\$ 19.84	\$ 16.65	\$ 20.34	\$ 17.15	\$ 20.84
Cook 2-Pastry	\$ 12.40	\$ 16.09	\$ 13.40	\$ 17.09	\$ 14.15	\$ 17.84	\$ 14.90	\$ 18.59	\$ 15.65	\$ 19.34	\$ 16.15	\$ 19.84	\$ 16.65	\$ 20.34	\$ 17.15	\$ 20.84
Food Handler (Rec)	\$ 11.95	\$ 15.98	\$ 12.95	\$ 16.98	\$ 13.70	\$ 17.73	\$ 14.45	\$ 18.48	\$ 15.20	\$ 19.23	\$ 15.70	\$ 19.73	\$ 16.20	\$ 20.23	\$ 16.70	\$ 20.73
Food Service (Cash)	\$ 11.15	\$ 15.57	\$ 12.15	\$ 16.57	\$ 12.90	\$ 17.32	\$ 13.65	\$ 18.07	\$ 14.40	\$ 18.82	\$ 14.90	\$ 19.32	\$ 15.40	\$ 19.82	\$ 15.90	\$ 20.32
Food Steward (Dish)	\$ 11.00	\$ 15.07	\$ 12.00	\$ 16.07	\$ 12.75	\$ 16.84	\$ 13.50	\$ 17.59	\$ 14.25	\$ 18.34	\$ 14.75	\$ 18.84	\$ 15.25	\$ 19.32	\$ 15.75	\$ 19.82
General wage increases (GWI)			7/5/2021		1/1/2022		7/1/2022		1/1/2023		7/1/2023		1/1/2024		7/1/2024	
Hourly			\$ 1.00		\$ 0.75		\$ 0.75		\$ 0.75		\$ 0.50		\$ 0.50		\$ 0.50	
Tipped			\$ 0.10		-		\$ 0.10		-		\$ 0.10		-		\$ 0.10	

Employees receive the GWI or scale, whichever is greater.

It is understood that if an employee's wage exceeds the maximum rate above they shall receive the general wage increase.

