

**AGREEMENT**

**BY AND BETWEEN**

**SDH SERVICES WEST, A SUBSIDIARY OF SODEXO INC,  
AND AFFILIATED WITH SODEXOMAGIC FOOD SERVICE**

**AT**

**DISNEY WORLD PARKS and RESORTS  
1375 E. Buena Vista Drive  
Lake Buena Vista, FL 32830**

**AND**

**UNITE HERE LOCAL 362**

**EFFECTIVE DATES:**

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## **PREAMBLE**

Section 1. This AGREEMENT made and entered into, by and between SDH Services West, a subsidiary of Sodexo Inc. and affiliated with SodexoMagic at Disney World Parks and Resorts Lake Buena Vista, FL 32830 (“Employer” or “Company”), and UNITE HERE Local 362 AFL-CIO (“Union”), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer’s clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer’s right to manage the business profitably.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union, in accordance with the NLRB Certification of Representative in Case 12-RC-197840, as the sole and exclusive collective bargaining representative for all full-time and regular part-time food service employees employed by the Employer at its dining services operation located at Walt Disney World Parks and Resort Complex in Orlando, Florida; but excluding chefs, office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

## **ARTICLE 2 – DEFINITIONS**

Section 1. Full-Time Employee: A “full-time employee” is one who regularly works thirty (30) or more hours per week.

Section 2. Part-Time Employee: A “part-time employee” is one who regularly works fewer than thirty (30) hours per week.

Section 3. Casual Employee: A “casual employee” is one who is scheduled to work on an as needed, non-regular basis.

Section 4. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, “working day” means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

## **ARTICLE 3 – RESPECT AND DIGNITY**

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 4 – NON-DISCRIMINATION**

Section 1. The Employer will not discriminate against or harass any of the Employer’s employees because of the employee’s race, color, religion, sex, sexual orientation, gender

identity, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer also agrees that it will not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

Section 2. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth as follows:

1. The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.
3. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.
4. If the primary language for more than 25 employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

## **ARTICLE 5 – MANAGEMENT'S RIGHTS**

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, transfer, assign, and direct its work force; to discipline, suspend, or discharge for just cause; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees or impede or delay the hiring of a regular bargaining unit employee, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; and to make and enforce all reasonable rules relating to work, operations, and safety.

## **ARTICLE 6 – UNION MEMBERSHIP**

Section 1. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30<sup>th</sup>) day following the execution or effective date of this Agreement, or on or after the thirtieth (30<sup>th</sup>) day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

The failure of any employee to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and with proper documentation, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, this failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Company to such effect, obligate the Employer to forthwith discharge such employee.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in compliance with any of the provisions of this Section.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in UNITE HERE.

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All employees of Sodexo at Walt Disney World are covered under a collective bargaining agreement between Sodexo and UNITE HERE. Sodexo is neutral on the subject of employees' decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Office at 407 851 0626."

Section 4. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union upon completion. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

## **ARTICLE 7– DEDUCTION OF UNION DUES**

Section 1. The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one (1) month's dues from any single paycheck, or more than two (2) months dues in any single month.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25<sup>th</sup>) of the month following the month in which deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions, including doing so electronically if possible.

Section 3. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 4. Voluntary Political Deduction. The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth (25<sup>th</sup>) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or

other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

## **ARTICLE 8 – BARGAINING UNIT WORK**

Section 1. Supervisors will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

Section 3. In no case will temporary employees or other non-bargaining unit employees be used to fill vacant positions (due to terminations, resignation or an expansion of the bargaining unit, etc.) for longer than thirty (30) days.

## **ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE**

The Employer and Union agree that there shall be a Labor-Management Committee consisting of a reasonable number of representatives from each party, that the parties shall mutually agree upon Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

## **ARTICLE 10 – SAFETY**

Section 1. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 2. A Joint Safety and Health Committee (“Committee”) will be established. The committee will be composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer, the actual size of which shall be mutually agreed upon based upon considerations of the size and complexity of the unit. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular

hourly rate for time spent at health and safety committee meetings.

Section 3: Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

## **ARTICLE 11 – VISITATION**

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Upon arrival on the Employer's or client's premises, the Union accredited representative will make reasonable attempts to notify the General Manager or authorized designee, in person, of his/her presence prior to having a discussion with any employee. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

## **ARTICLE 12 – UNION STEWARDS**

Section 1. The Union shall advise the Employer in writing of the names of Union Stewards and Chief Steward. Only one (1) Union Steward on paid time and no more than two (2) Union Stewards on unpaid time, shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 3. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

Section 4. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 5. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted

special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half (1/2) the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five (5) working days.

Section 6. The Union may appoint one (1) of the stewards as a "Chief" steward.

Section 7. The Chief Steward shall be released from duties with no loss of pay for no more than two (2) hours each month in order to speak with or meet with a Union Representative for purposes of training and contract administration. Scheduling of such release time will be subject to management approval.

Section 8. The Employer agrees to notify the Union in the event a Shop Steward is placed on investigatory suspension or transferred to a different work area/location. Shop Stewards shall have super seniority for the purpose of layoff, recall, and furlough only. In the event of the layoff or discharge of a Shop Steward, the Employer will notify the Union in advance of the lay-off or discharge.

## **ARTICLE 13 – SENIORITY**

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this agreement. "Employer Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the employee's most recent date of hire by the Employer, provided that such date of hire shall not pre-date any break in service occurring before the transfer.

"Classification Seniority" shall be defined as the employee's length of continuous service within his/her classification as measured from the date the employee first entered the classification at this unit combined with the employee's "Classification Seniority" for any equal or higher paid classification that the employee has held within the bargaining unit, without a break in service.

Employer Seniority will be used for determining vacation eligibility. Classification Seniority will be used for purposes of layoff, recall, vacation scheduling, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 15), Lay Off and Recall (Article 16), Hours of Work and Overtime (Article 21), and Vacation (Article 25).

In the event two (2) or more employees are hired on the same day their seniority shall be decided by a mutually agreed lottery of those employees.

Section 2. The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list every six months which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence.

Section 3. Continuous employment shall be broken for any of the following reason. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of three (3) consecutive days without notice to the Employer.
- d) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.
- e) Layoff without recall after a period of one (1) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- f) Working during a leave of absence, except for work in conjunction with a leave for Union business.
- g) Any absence beyond an authorized leave of absence.
- h) A medical leave of absence of longer than twelve (12) months.

## **ARTICLE 14 – PROBATION**

Newly hired employees shall be deemed to be probationary during their first thirty (30) calendar days. The Employer may extend the probationary period for an additional thirty (30) calendar days. Days lost from work during the thirty (30) or sixty (60) calendar day probation period shall not be considered in computing the thirty (30) or sixty (60) day calendar period and shall not break the continuous employment. Notice of probation period extension shall be sent to the Union within five working days of starting the extension period. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

## **ARTICLE 15 – JOB BIDDING/POSTING**

### Job Bidding

Section 1. Job and Schedule Bidding will occur at a frequency of at least twice a year. If there have been substantial changes to the operation that would warrant additional bidding, the Employer shall communicate the information for the bid a minimum of two weeks in advance of the bid commencing. During the first week of the two- week period, the parties will meet to review the proposed Job and Schedule bid. A Shop Steward will be present during the Job and Schedule bid process.

Section 2. At the time of ratification of this Agreement, the Job and Schedule bid shall be an "Open" bid. Should Management determine that an "Area" bid be necessary, the parties will meet, discuss and agree on what the Areas are through the Labor-Management process.

Section 3. Bids shall be awarded based upon classification seniority to the most senior qualified employee who bids for that position.

Section 4. The bid shall allow employees to preference their work area, shift start/end time, hours per week and scheduled days off. Proxy forms will be provided to all Employees if they are unable to attend the Job and Schedule bid process in-person.

Section 5. Copies of the bid information shall be provided to the Chief Steward in advance of the bid process and upon completion of the bid.

**Job Posting**

Section 6. When a new position or vacancy as determined by management is to be filled, it shall be posted on Employer's website, for not less than five (5) consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the General Manager. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

Section 7. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all postings shall be given to the Chief Steward on site and faxed to the Union office. Copies of completed postings shall be given to the Chief Steward and faxed to the Union office within ten (10) working days of the bid award.

Section 8. All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two (2) weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to ten (10) working days.

Section 9. If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position within the last six months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 10. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first thirty (30) calendar days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. Also, if at any time during such trial period that the Employee determines that the he/she does not wish to continue performing such job, that Employee, with notification to the Employer, may return to their former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

Section 11. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for their convenience (for

example in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the job immediately.

## **ARTICLE 16 – LAYOFF AND RECALL**

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off.

Section 2. Employees shall be given fourteen (14) calendar days' notice, if possible, in cases of layoff.

Section 3. Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

Section 4. The affected employee(s) may exercise one of the following options:

- a) The employee may bump a less senior employee in the same classification, or the employee may bump a less senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification. The employee so displaced may bump the least senior employee in the same or that employee may bump the least senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.
- b) The affected employee(s) may opt to fill a vacancy in their own or lower paid classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.
- c) Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.
- d) When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.
- e) For the purposes of recall notification the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three (3) working days after indicating their willingness to be reinstated.

## **ARTICLE 17 – LEAVES OF ABSENCE**

Section 1. Upon written notice to the Employer, an employee with at least one (1) calendar year of service may apply for a personal leave of absence of up to sixty (60) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

Section 2. Union Leave. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar day notice of such request. Such leave shall not exceed six (6) months. The Employer may grant an additional six (6) month extension. No more than two (2) employees from the bargaining unit may be on such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Section 3. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 4. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

An unpaid medical leave of absence of up to twelve (12) months, inclusive of time spent on FMLA, shall be granted for a serious medical condition of an employee as defined by the FMLA. The Company may require certification of the serious medical condition.

Section 5. An employee returning from FMLA/medical leave/Union leave, or a personal leave of sixty (60) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than sixty (60) days. Employees returning from personal leaves of more than sixty (60) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 7. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

## **ARTICLE 18 – IMMIGRATION RIGHTS**

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to sixty (60) calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

Section 2.

- a. No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.
- b. In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
- c. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:
  - 1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the no-match letter.
  - 2. The Employer agrees that it will not require employees listed on the notice to complete new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
  - 3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA.
- d. Seniority for immigration related issues.
  - 1. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within one hundred eighty (180) calendar days, which may be extended for an additional 180 calendar days, based on management approval. Such requests shall not be unreasonably denied. The employee shall be rehired into the next available position seniority reinstated, at a rate including any raises he/she would have received in the interim. If such either does not request an extension or is denied an extension and corrects the problem within one (1) year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.
  - 2. If the employee needs additional time to obtain his work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The parties agree that such employees would be subject to a probationary period in this event.
  - 3. The Employer will furnish a personalized letter stating the employee's rights and obligations under this Section to any employee terminated

because he/she has not provided adequate proof he/she is authorized to work in the United States.

e. Workplace immigration enforcement. The Employer shall:

1. Unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) (formerly INS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect any rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter.
2. Permit inspection of I-9 forms by DHS or DOL. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specifically names employees or requires the production of I-9 forms.
3. To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

f. Re-verification of status

1. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status.
2. The Employer shall retain in its files copies of the identity and work authorization documents presented by the employee.
3. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.
4. If reverification is required by law when a document used to prove authorization to work expires, the Employer shall, whenever possible, provide the Union and the employee at least 120 days advance notice.

Section 3. In the event that the Employer is served with a validly executed INS Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

Section 4. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC § 1324a or any other applicable law. Except as required by law the Employer agrees not to permit any non-government entity to conduct an audit or inspection of its I-9 forms or personnel records.

Section 5. Paid Citizenship Holiday. On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for normally scheduled time, if any, at the employee's regular hourly rate of pay.

## **ARTICLE 19 – DISCIPLINE & DISCHARGE/JUST CAUSE**

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a. First written warning.
- b. Second written warning.
- c. A final warning and disciplinary suspension of up to five (5) scheduled work days.
- d. Suspension pending investigation and decision to discharge.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

Section 6. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

Section 1. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

**Step 1:** The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. The General Manager shall provide a written response within seven (7) calendar days after receipt of the grievance.

**Step 2:** If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Representative or their designee within seven (7) calendar days after receipt of the response at Step 1. Either the District Manager or their designee or the Union shall request a meeting, which may be conducted telephonically if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision. The meeting shall be held within (7) seven calendar days of being requested and will never exceed two paid employees. Within seven (7) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

If the grievance is not resolved after the procedures in Step 2 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation through FMCS. Such referrals shall occur within seven (7) calendar days after the union receives the written response from the District Manager. This process will be conducted under FMCS jurisdiction and guidelines.

**Section 3. Arbitration:** If the grievance cannot be satisfactorily adjusted at Step 2, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer, or the conclusion of grievance mediation, whichever is applicable. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on the Employer, the Union, and employee(s) involved. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

**Section 4.** The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

**Section 5.** Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.

Section 6. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 7. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 8. To facilitate the efficient and timely administration of this article, Union Representatives may participate in grievance investigations and meetings via telephone, and union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the Company's concern for maintaining efficient operations and the union's ability to address necessary aspects of a pending grievance.

## **ARTICLE 21 – HOURS OF WORK AND OVERTIME**

Section 1. The "workweek" shall consist of a seven (7)-day payroll period beginning at Friday 12:00am and ending at Thursday 11:59pm and to the extent operationally possible shall normally consist of five consecutive days and two consecutive days off. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's payroll or timekeeping systems. The Employer will contact the union at least two (2) weeks before any change in the payroll period.

Section 2. All work performed in excess of forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable state law.

Section 3. The Employer has the right to require employees to work extra hours or overtime as may be necessary to meet operating requirements. In the event extra hours or overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear:

- a) If the employee is at work and it is within their classification, they will be asked.
- b) Volunteers will be asked beginning with the most senior qualified employee.
- c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime/extra hours assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime/extra hours may be subject to discipline.

Section 4. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day. To the extent operationally possible and as determined by the Employer, the employer is committed to the creation of as many full time schedules as possible.

Section 5. All employees covered by this Agreement will be permitted to take one (1) fifteen (15)-minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or designee.

Section 6. Work Schedules shall be posted at least two (2) weeks ahead of time, whenever possible.

Section 7. The Employer shall provide a free, wholesome meal.

## **ARTICLE 22 – WAGES**

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. Any employee who works in a higher classification for a minimum of two (2) hours shall receive twenty-five cents (\$0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management. An employee who bids on and accepts, or bumps into a lower paying job shall be paid the rate corresponding to the job accepted.

Any employee who receives a promotion to a higher classification shall receive twenty-five cents (\$0.25) per hour above the employee's current rate of pay or the rate of that higher classification, whichever is greater.

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 4. Employees shall be paid in accordance with the Employers payroll system. If the Employer converts to a bi-weekly payroll, the Employer will notify the union at least thirty (30) days before any change is made.

Section 5. Wages shall be paid by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

Section 6. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar day notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to negotiate the new or changed job classification and rates of pay. If the parties fail to reach an agreement the changes may be submitted to the Grievance and Arbitration process, however nothing contained herein shall prevent the Employer from implementing such new or changed job(s) while the Grievance/Arbitration is being processed. It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

Section 7. At no time shall any hourly wage rate (new hire rate, job rate, start rate, or otherwise) be less than twenty-five cents (\$0.25) above the local, state, or federal minimum wage. If the application of this provision results in wage compression between job classifications, then upon request the parties will meet and confer through the Labor-Management Committee provided for in this Agreement regarding such compression. Under no circumstances shall this provision operate or be construed to create a wage reopeners or to impose upon either party a mid-term duty to bargain.

## **ARTICLE 23 – REPORTING PAY**

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

## **ARTICLE 24 – HOLIDAYS**

Section 1. All non-probationary employees of the bargaining unit shall be entitled to paid holidays each year, as follows:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an additional day's pay.

Section 3. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

Section 4. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

## **ARTICLE 25 – VACATION**

Section 1. All full-time employees shall be eligible to accrue vacation credits. Vacation credits are accrued and become available for use on January 1<sup>st</sup> of each year. Vacation shall be determined based on length of service as follows:

Months of Service		Yearly Hours	Max	Accrual Rate	Accrual Cap
From	To				
0	60	80	1 hour per 26.00 hours paid	120	

61	180	120	1 hour per 17.25 hours paid	184
181 and beyond		160	1 hour per 13.00 hours paid	240

Section 2. Earned vacation may be carried over from year to year provided the employee does not exceed the applicable accrual cap.

Section 3. Vacation shall be paid at a rate of the individual employee's regular rate of pay multiplied by the number of vacation hours requested.

Section 4. Eligible employees, whose employment terminates, shall be paid all earned but unused vacation.

Section 5. On or shortly after January 1<sup>st</sup> of each year, the Employer shall provide to the employee a report showing the employee's available vacation hours for the next year.

Section 6. The Employer shall provide, at least quarterly, a report indicating each employee's available (earned but unused) vacation.

Section 7. Pre-approved vacation requests will be considered by seniority for each job classification within the scheduling group. The availability of particular time frames will be determined by Management based on the needs of the business. The pre-approved vacation request and approval process will be administered at a minimum of once per year by seniority at a scheduled bid time. There will be a Shop Steward present for the bid. Following the annual vacation bid, additional requests for available dates will be on a first come first serve basis.

Section 8. During the life of this Agreement, should the Employer be able to automate the tracking of vacation time, the parties agree to meet for the sole purpose of establishing vacation accrual amounts in this Article that facilitates the automation process.

## ARTICLE 26 – SICK/PERSONAL LEAVE

Section 1. Full-time employees shall accrue sick/personal leave based upon the following accrual schedule:

Months of Service		Yearly Max	Accrual Rate
From	To	Hours	
0	12	16	1 hour per 130.00 hours paid
13	120	24	1 hour per 86.50 hours paid
121 and beyond		40	1 hour per 52.00 hours paid

Section 2. Employees may use these sick days as personal days. Personal Days must be scheduled at least two (2) weeks in advance, subject to management approval. The Employer will grant the day as a personal day so long as it does not adversely affect efficient operations.

Section 3. Payment for sick/personal days used shall be based on an individual employee's normally scheduled hours multiplied by their straight-time hourly rate of pay.

If an employee has sick/personal days available, and the employee is off work as a result of illness or taking the day as a personal day, then the employee will receive a paid sick/personal day for that day.

Section 4. Each year's unused sick/personal days will not be carried over from year to year – that is, they will not accumulate from year to year. All unused sick/personal days will be paid out to employees at the end of each calendar year.

In order to receive pay for unused sick/personal days, the employee must be on the payroll as of the date the unused sick/personal days are paid out.

Section 5. A doctor's note may be requested by the Employer under the following circumstances:

- a) Upon returning to work after three (3) consecutive days off sick;
- b) When required by the Department of Health and/or the document request of the client
- c) In instances where there appears to be a pattern of sick absences.

Section 6. Sick days may be used for the employee's own injury or illness, the employee's own medical appointments, or the injury, illness or medical appointments of a spouse, domestic partner, or dependent.

Section 7. Each calendar year, the use of an employee's first five paid sick days shall not count towards the Employers time and attendance policy.

Section 8. During the life of this Agreement, should the Employer be able to automate the tracking of sick time, the parties agree to meet for the sole purpose of establishing sick time accrual amounts in this Article that facilitates the automation process.

## **ARTICLE 27 – 401K**

Employees may participate in the Employer's 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

## **ARTICLE 28 – INSURANCE**

Section 1. Employer Contributions. The Employer shall maintain participation in the South Florida Hotel and Culinary Employees Welfare Fund and shall make contributions to the Fund on behalf of employees who meet the following criteria:

- a) Regularly work thirty (30) or more hours per week;
- b) Have been employed for ninety (90) calendar days on the first day of any month;
- c) Have elected and signed up for medical coverage;
- d) Have the required weekly contributions deducted from their paychecks;
- e) Are actively employed, and not on layoff status.

The Employer will make the entire monthly contribution payment (including Medical, Dental, Vision, Life Insurance, and Administration) listed below for each level of coverage and the employee portion of that payment will be deducted from employees' paychecks on a weekly basis. The total contribution rate may be increased by 10% on July 1, 2022 and each July 1 through the expiration of this Agreement. The percent of the total contribution paid by each the Employer and the Employee shall remain constant through the expiration of this Agreement.

Effective July 1, 2020

<b>Coverage Level</b>	<b>Total Contribution</b>	<b>Employee Monthly Premium</b>	<b>Employer Monthly Premium</b>
Employee Only	\$559.07	10% or \$55.91	90% or \$503.16
Employee/Spouse	\$1,262.31	20% or \$252.46	80% or \$1,009.85
Employee/Children	\$1,027.42	15% or \$154.11	85% or \$873.31
Employee/Family	\$1,677.12	20% or \$335.42	80% or \$1,341.70

Effective July 1, 2021

<b>Coverage Level</b>	<b>Total Contribution</b>	<b>Employee Monthly Premium</b>	<b>Employer Monthly Premium</b>
Employee Only	\$559.07	10% or \$55.91	90% or \$503.16
Employee/Spouse	\$1,272.04	20% or \$254.41	80% or \$873.31
Employee/Children	\$1,033.31	15% or \$155.00	85% or \$878.31
Employee/Family	\$1,693.63	20% or \$338.73	80% or \$1,354.90

**Section 2. Monthly Contribution Increases Exceeding the Cap.** Should the increases that are necessary as determined by the trustees of the plan exceed the maximum cap as described in Section 1 of this Article in any year of this Agreement, then the amount deducted from employees' paychecks will be increased by the amount in excess of the cap.

**Section 3. Limitation on Employer Obligations; Level and Extent of Coverage.** The Employer's only obligation is to make the required contributions to the South Florida Hotel and Culinary Employees Welfare Fund as described in Section 1 of this Article.

The extent of the health coverage (that is, the benefits design) to be provided to employees will be determined solely by the trustees of the Health Plan.

In no case will the Employer's contribution rate to the Health and Welfare Fund be increased above the contribution rates provided for in Sections 1 and 2 of this Article. The Employer will have no obligation to make any additional contributions as a result of design changes and/or eligibility requirements that the trustees may be required to make in order to comply with The Patient Protection and Affordable Care Act (commonly referred to as "Health Care Reform").

Further, the Employer will have no obligation to make up any shortfall in Plan reserves, nor will the Employer be obligated to make any contributions to address any shortfall that may exist if the plan is terminated.

The Employer agrees to be bound by all the terms and conditions of South Florida Hotel and Culinary Employees Welfare Fund Trust Agreement, so long as those terms and conditions are not in conflict with the limitations on the Employer's contribution obligations as described in Sections 1, 2, and 3 of this Article, and so long as those terms and conditions are not in violation of any applicable federal, state, or local laws.

Employer contributions to the Health and Welfare Fund will be submitted prior to the twenty-fifth (25th) of the month following the month for which contributions are owed.

## **ARTICLE 29 – TRAVEL ALLOWANCE**

Any employees who are required to utilize their own vehicle, or are requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

## **ARTICLE 30 – BEREAVEMENT LEAVE**

Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

Section 3. For the purposes of this Article, the term "immediate family" shall be defined as current husband, current wife, current domestic partner, children or step children, parents or legal guardian, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law.

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

## **ARTICLE 31 – JURY DUTY**

Section 1. This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

## **ARTICLE 32 – BULLETIN BOARDS AND BUTTONS**

Section 1. The Employer shall permit the Union the reasonable use of bulletin board(s) for the purpose of posting information. Copies of postings shall be provided to the Unit Manager at the time of posting and shall not be defamatory, or disparaging toward the Employer or the Employer's client(s).

Section 2. Employees shall be permitted to wear one union button no longer than one and a quarter (1.25)-inch while performing their duties, provided the button is not defamatory, or disparaging toward the Employer or the Employer's client.

## **ARTICLE 33 – UNIFORMS**

Section 1. The Employer shall supply all regularly scheduled Full-Time employees with the no less than 3 required uniforms and Part Time Employees shall be provided with no less than 2 uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer.

Section 2. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 3. If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for uniforms that are replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

Section 4. Employees must wear the uniform as directed by the Employer.

Section 5. Except for a one and a quarter (1.25) inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

## **ARTICLE 34 – INCLEMENT WEATHER**

If the park is closed due to inclement weather or any other Acts of God, and if an employee is scheduled to work but as a result of the park being closed there is no work available for the employee, then said employee may use available paid vacation hours for hours they would have been scheduled to work, or earned paid sick/personal leave hours in accordance with the provisions and requirements of Article 26, Sick/Personal Leave.

## **ARTICLE 35 – NO STRIKE/NO LOCKOUT**

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct interference with the activities or operations of the Employer during the life of this Agreement.

Section 2. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.

Section 3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. Remedies. The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement, but only as to the question of whether or not the employee engaged in the activity.

## **ARTICLE 36 – SUCCESSORS**

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

## **ARTICLE 37 – SAVINGS CLAUSE**

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

## **ARTICLE 38 – TOTAL AGREEMENT**

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

Section 2. No employee shall receive a reduction in compensation or benefits due to the signing of this agreement except as expressively defined in this agreement.

## **ARTICLE 39 - TEMPORARY TRANSITIONAL DUTY PROGRAM**

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment

may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to

## **ARTICLE 40 – DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be in full force and effect as of October 26, 2020 and shall be in effect up to and including April 25, 2024 and thereafter from year to year unless either party shall give at least sixty (60) days' prior written notice before any expiration date of this Agreement to the FMCS and the other party of its desire to modify or change this Agreement.

IN WITNESS WHEREOF, SDH Services West, LLC., a subsidiary of Sodexo Inc. and affiliated with SodexoMagic Food Service at Disney World Parks and Resorts Lake Buena Vista, FL 32830 and UNITE HERE, have caused this Agreement to be signed by their duly authorized representatives as of this 4<sup>th</sup> day of June, 2021.

**SDH Services West, LLC.,  
A Subsidiary of Sodexo Inc. and  
Affiliated with SodexoMagic**



**Mark Combs  
Sr. Director, Labor Relations**

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Jun 4, 2021

**Date**



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Mark Spinelli (Jun 4, 2021 13:27 CDT)

**Mark Spinelli  
Vice President, Operations**

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Jun 4, 2021

**Date**

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



Eric Clinton (Jun 4, 2021 12:57 EDT)

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**Eric Clinton  
President, Local 362**

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Jun 4, 2021

**Date**

## **APPENDIX “A” (WAGES)**

### Section 1. Classification Minimum Start Rates:

Job Classification	Current Rate	Effective 5/21/2021	Effective 8/20/2021	Effective 10/26/21	Effective 4/26/22	Effective 10/26/22	Effective 4/26/23	Effective 10/26/23
Barista	\$11.25	\$12.25	\$12.50	\$13.00	\$13.25	\$13.75	\$14.00	\$14.50
Cashier / FSW	\$11.00	\$12.00	\$12.25	\$12.75	\$13.00	\$13.50	\$13.75	\$14.25
Cook	\$13.50	\$14.50	\$14.75	\$15.25	\$15.50	\$16.00	\$16.25	\$16.75
Driver	\$11.75	\$12.75	\$13.00	\$13.50	\$13.75	\$14.25	\$14.50	\$15.00
FSW	\$11.00	\$12.00	\$12.25	\$12.75	\$13.00	\$13.50	\$13.75	\$14.25
Grill Cook / Prep	\$11.50	\$12.50	\$12.75	\$13.25	\$13.50	\$14.00	\$14.25	\$14.75
Lead	\$12.00	\$13.00	\$13.25	\$13.75	\$14.00	\$14.50	\$14.75	\$15.25
Stock Worker	\$11.00	\$12.00	\$12.25	\$12.75	\$13.00	\$13.50	\$13.75	\$14.25
Utility	\$11.00	\$12.00	\$12.25	\$12.75	\$13.00	\$13.50	\$13.75	\$14.25

All employees who are below the starting pay in their classification shall receive the greater of either the start rate upon the start of the pay period following May 21, 2021 (date of ratification) of this Agreement or the amount of the general wage increase described in Section 2 of this Appendix. From then on, no employee will be paid less than the appropriate start rate listed above. All employees shall receive no less than the general wage increases described in Section 2 of this Appendix.

### Section 2. General Wage Increases

All employees shall receive their initial wage increase upon the start of the pay period following May 21, 2021, and thereafter, effective with the start of the payroll period closest to the following dates. Employees who are at or above the start rate shall receive the following increases:

Effective 5/20/2021	\$1.00
Effective 8/20/2021	\$0.25
Effective 10/26/2021	\$0.50
Effective 4/26/2022	\$0.25
Effective 10/26/2022	\$0.50
Effective 4/26/2023	\$0.25
Effective 10/26/2023	\$0.50

### Section 3. If the Florida minimum wage is increased during the life of this Agreement, the parties shall meet for the limited purpose of establishing new start rates.