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:

FROM: April 26, 2024

TO: April 25, 2027

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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 twenty-five (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 (30th) day following the execution or effective date of this Agreement, or on or after the thirtieth (30th) 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 (25th) 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 (25th) 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

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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 AND SCHEDULE BIDDING/POSTING

Job and Schedule 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 select their work area, shift start/end time, hours per week and scheduled days off by proxy. Proxy forms will be provided to all Employees if they are unable to attend the Job and Schedule bid process in-person. Employees shall rank their preferences on the proxy form.

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.

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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 twenty-four (24) months, the employee shall be rehired into the next available position and seniority reinstated, at a rate including any raises he/she would have received in the interim. 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 twenty-four (24) 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 of 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.

Section 6. Unpaid Leave. An Employee that submits a request at least ten (10) days in advance shall be released for a period not to exceed a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters of the employee or members of his or her immediate family the employee is seeking to bring to the United States. Immediate family shall be defined as parent, current spouse, domestic partner, grandparent, child, stepchild, sibling and parent-in-law. The Employer may request verification of such absence.

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.

All notices of serious discipline (final warnings, suspensions and termination) will be emailed to the Union at local362grievances@unitehere.org within seven (7) calendar days of issuance.

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.

Section 7. The Employer will provide the Union with a copy of any new or modified Work Rules at least fourteen (14) calendar days in advance of their implementation.

Upon request from the Union, the Employer will meet with a Union representative or their designee to review the Work Rules and discuss any questions or concerns the Union may have.

A Labor-Management committee meeting will be convened to address concerns if either party so requests at least seven (7) days prior to the implementation of the new or modified Work Rules.

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.

If an employee is assigned extended hours or an additional day, that will result in overtime, the existing schedule will not be altered to minimize overtime, unless the employee voluntarily requests the schedule change.

The Employer will endeavor to notify Employees two (2) hours in advance, whenever possible, of any mandatory extended hours of operation, or schedule. The employer will offer overtime or extended hours to employees within the unit/park and classification. If more than one employee volunteers, the hours will be assigned to the most senior volunteering employee. If no one within the unit/park and classification

volunteers, the hours will be offered to employees within the classification in other units. If more than one employee volunteers, the hours will be assigned to the most senior volunteering employee.

Voluntary Early Releases. If an employee requests an early release, the employer will endeavor to accommodate the request based on operations and business needs. If more than one employee in the unit/park and classification requests an early release, the more senior employee will be granted early release if operations and business needs are met. If the employer seeks volunteers for early release, it will be by classification within the unit/park and seniority.

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. The Employer may adjust employees' scheduled bid shift up to two hours earlier or later based on hours of operation changes due to Client operating hours or client events. Employees will be notified verbally or in writing of any changes after the schedule is posted.

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 reopener 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
Juneteenth
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 1st of each year. Vacation shall be determined based on length of service as follows:

Months of Service				
From	To	Yearly Max Hours	Accrual Rate	Accrual Cap
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 1st 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			
From	To	Yearly Max Hours	Accrual Rate
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 – Pension and 401K

Pension: Effective January 1, 2027, the Employer agrees to contribute for each employee covered by this Agreement the sums stated below to Adjustable Plan of the UNITE HERE Retirement Fund ("Fund") for the purpose of providing pension benefits under UNITE HERE Retirement Fund, or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.
The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the said Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures21 established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the plan of benefits, rules, or procedures established by the Trustees, shall be null and void.

The Employer shall contribute to the Adjustable Plan of the UNITE HERE Retirement Fund the sums stated below for all eligible employees:

Effective Date:	Rate for each employee:
1/1/2027	$0.25/hour

This Agreement shall not relieve the Employer from complying with any other requirements that have been or may be established by the Trustees for continued participation in the Fund upon execution of a collective bargaining agreement.

The above is subject to the Company's approval process to participate in the plan. The parties agree to meet and negotiate this Article should approval be denied.

Sodexo 401 (k) Savings Plan:
Section 1. Effective with the execution of this agreement employees will be eligible to participate in Sodexo's 401(k) Employees' Retirement Savings Plan and Trust in accordance with the Plan's provisions. The Employer will match fifty percent (50%), up to six percent (6%) of each employee's annual contributions to this fund.

Section 2. Waiver. By agreeing to participate in the Plan, the Union agrees that any question concerning the interpretation or application of the Plan shall be determined and resolved in accordance with the procedures set forth in the applicable Plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Plan Sponsor has reserved the right to unilaterally amend, modify or terminate the Plan,

in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

Participation in the plan shall end December 31, 2026. If the Pension plan is not approved Participation in the 401(k) plan will continue until the parties negotiate a new Article 27.

ARTICLE 28 – INSURANCE

Section 1. Trust and Reporting Language.

Effective July 1, 2024, agrees to become a participating Employer in the UNITE HERE HEALTH Fund ("Fund"). The Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan ("FSP"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month for which contributions are to be made.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligibles). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.
The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

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

Section 2. General Provisions.

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who regularly works thirty (30) hours or more a week.

The Employer will begin making contributions to the Fund for eligible employees upon the earlier of:

(a) the first of the month following two (2) months of employment; or
(b) completion of 1,020 hours of service.

Section 3. Monthly Employer Contributions.

A. Medical. The Employer shall contribute the monthly sums stated below for all eligible employees who elect one of the following medical plans:

(i) Silver Plus PPO Plan:

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
07/01/24	$561.64	$1,197.84	$ 936.85	$1,663.68
01/01/25	$603.77	$1,287.68	$1,007.11	$1,788.45
01/01/26	Increase in monthly medical contribution as determined by Fund			
01/01/27	Increase in monthly medical contribution as determined by Fund			

(ii) Gold Plus PPO Plan

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
07/01/24	$695.28	$1,482.85	$1,159.76	$2,059.52
01/01/25	$747.42	$1,594.06	$1,246.74	$2,213.99
01/01/26	Increase in monthly medical contribution as determined by Fund			
01/01/27	Increase in monthly medical contribution as determined by Fund			

B. Dental HMO. The Employer shall contribute the monthly sums stated below for all eligible employees who elect the Dental HMO plan:

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
07/01/24	$16.15	$39.86	$38.48	$55.38
01/01/25	$16.15	$39.86	$38.48	$55.38
01/01/26	Increase in monthly dental contribution as determined by Fund			
01/01/27	Increase in monthly dental contribution as determined by Fund			

C. Vision. The Employer shall contribute the monthly sums stated below for all eligible employees who elect the Vision plan:

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
07/01/24	$6.97	$12.65	$13.27	$20.48
01/01/25	$6.97	$12.65	$13.27	$20.48
01/01/26	Increase in monthly vision contribution as determined by Fund			
01/01/27	Increase in monthly vision contribution as determined by Fund			

D. Life Insurance and AD&D ($10,000 / $10,000)
The Employer will submit Life and AD&D monthly contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Effective Date	Rate
07/01/24	$1.90
01/01/25	$1.90
01/01/26	Increase in monthly dental contribution as determined by Fund
01/01/27	Increase in monthly dental contribution as determined by Fund.

E. Short Term Disability (STD). ($200.00 per week benefit; maximum of 26 weeks)

DS MG DS DS CH

The Employer will submit Short Term Disability monthly contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Effective Date	Rate
07/01/24	$9.83
01/01/25	$9.83
01/01/26	Increase in monthly STD contribution as determined by Fund
01/01/27	Increase in monthly STD contribution as determined by Fund.

F. Effective January 1, 2026 through the remainder of the CBA, the Employer agrees to contribute the contribution rates necessary for the above mentioned options in Section 3 of this Article, as appropriate and as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

Section 4. Employee Co-premiums

Medical: The employee percentage share of the monthly premium for those who elect coverage shall be as follows:

Silver Plus PPO

	Effective 7/1/2024	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2027
Single	10%	7.5%	7.5%	5%
Single + Child(ren)	12.5%	10%	10%	7.5%
Single + Spouse	17.5%	15%	15%	12.5%
Family	17.5%	15%	15%	12.5%

Gold Plus PPO

	Effective 7/1/2024	Effective 1/1/2025	Effective 1/1/2026	Effective 1/1/2027
Single	15%	12.5%	12.5%	10%
Single + Child(ren)	17.5%	15%	15%	12.5%
Single + Spouse	20%	17.5%	17.5%	15%
Family	20%	17.5%.	17.5%	15%

Dental HMO

For all levels of coverage throughout life of CBA — 15% of cost of monthly premium

Vision

For all levels of coverage throughout life of CBA — 15% of cost of monthly premium

The employee share of the premium will be deducted each week through payroll deduction.

The employee's weekly deduction will be calculated based on the total annual amount owed by the employee divided by fifty-two (52).

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

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Section 5. Election, Enrollment and Waiver.
The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

Section 6. Mandatory Health Care Meetings.
The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have agreed to the following proactive training program in order to ensure that covered individuals are made aware of the most effective way to utilize the benefits in an effort to maximize quality and control costs.

1. The Employer will call a mandatory employee meeting within ninety (90) days of the signing of this agreement or signing a future CBA, or at a later time by mutual agreement with the Union;
2. Each year thereafter, the Employer shall call a mandatory employee meeting within ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union;
3. Such meeting shall be no less than thirty (30) minutes, but may be added to the beginning or end of an existing mandatory employee meeting;
4. Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend;
5. Employees attending such meeting will be paid at their normal hourly rate;
6. The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
7. The General Manager and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from employees;
8. The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

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.

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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.

If the funeral is to take place more than two hundred and fifty (250) miles from the work site, an employee shall be allowed to take up to an additional two (2) unpaid days. (Vacation and Sick days may be used if the employee has them available.)

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.

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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 April 26, 2024 through April 25, 2027 and shall be in effect up to and including TBD 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 _____ day of _____.

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

DocuSigned by:
Christine Hoffer
9A6CDF227F9B4F6...

Christine Hoffer
Director, Labor Relations

5/13/2024

Date

DocuSigned by:
Mike Gillespie
BD3DE8660479456...

Mike Gillespie
VP, Corporate Services

5/13/2024

Date

UNITE HERE Local 362, AFL-CIO

DocuSigned by:
Eric Clinton
8231FF187BBC489...

Eric Clinton
President, Local 362

5/13/2024

Date

_____

Date

APPENDIX "A" (WAGES)

Section 1. Classification Minimum Start Rates:

Job Classification	Rate Effective 10/26/2023 Rate	Upon Ratificiation	Effective 09/01/2025	Effective 09/01/2026
Barista	$16.00	$18.25	$19.25	$20.25
Cashier / FSW	$15.75	$18.00	$19.00	$20.00
Cook	$18.25	$20.50	$21.50	$22.50
Driver	$16.50	$18.75	$19.75	$20.75
FSW	$15.75	$18.00	$19.00	$20.00
Grill Cook / Prep	$16.25	$18.50	$19.50	$20.50
Lead	$16.75	$19.00	$20.00	$21.00
Stock Worker	$15.75	$18.00	$19.00	$20.00
Utility	$15.75	$18.00	$19.00	$20.00

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 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 ratification, 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 Ratification	$2.25
Effective 9/1/2025	$1.00
Effective 9/1/2026	$1.00

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.

SIDE LETTER OF AGREEMENT #1

SDH SERVICES WEST, A SUBSIDIARY OF SODEXO INC, AND AFFILIATED WITH SODEXOMAGIC FOOD SERVICE at WALT DISNEY PARKS AND RESORTS (hereinafter referred to as “the Employer” or “the Company"), and UNITE HERE, Local 362, AFL-CIO (hereinafter referred to as “the Union") are parties to a collective bargaining agreement that is effective from April 26, 2024 through April 25, 2027:

1. Incarceration and Voting

Incarceration
Employees who are incarcerated for fewer than 5 consecutive days will not automatically be disciplined as the result of being incarcerated including for failure to call during any incarceration when they can show that they were not able to call the employer during their period of incarceration. Employees requesting to be excused from discipline as a result of this section must provide any and all documentation related to their arrest, incarceration, and release.

This does not preclude or diminish the Employer’s right to suspend an employee pending the outcome of the criminal proceedings or discipline including termination based on the underlying facts and circumstances of the incarceration.

Voting
Employees who lack sufficient time outside scheduled work hours to vote in local, state, and federal elections may take up to two (2) hours off work for this purpose. Time off will be provided at the beginning or end of the employee’s scheduled shift, whichever will allow the most free time for voting and the least time off of work. Employees requiring time off must notify their supervisor seven (7) days before voting and must present a voter’s receipt to their supervisor upon return to work from voting. The Employer and the Union will work together to encourage early, by mail, and absentee voting as applicable in order to limit the disruption to the business.

2. Sexual Harassment

Sexual and other Forms of Harassment
Harassment will not be tolerated. Harassment for the purpose of this Side letter includes but is not limited to, abusive or threatening language, conduct creating a hostile work environment, and sexual harassment.
Sexual harassment is also considered a form of sexual discrimination. No employee shall be subject to sexual harassment in the workplace. This shall include sexual harassment because of a person’s sexual/gender preference, identity, or expression.

It is agreed between the parties that there is an obligation and desire to eliminate any and all unlawful harassment in the workplace. This obligation applies to the Employer, the Union, and all employees.

The Employer shall thoroughly and promptly investigate all complaints of unlawful harassment or discrimination against any bargaining unit employee. Such alleged harassment or discrimination, the alleged failure to investigate reported allegations thereof and if warranted remedy a harassment or discrimination complaint, may be the subject of a grievance pursuant to this Agreement. Once a grievance has been filed, upon written request from the Union the Employer will share the evidence that the Employer gathered, if any, and communicate the outcome of the investigation to the Union. Recognizing that the investigation of an allegation of

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unlawful harassment may be subject to attorney-client and/or attorney work product privilege, the Union will not disclose information received except to the grievant concerning any such investigation without the written consent of the Employer, which consent will not unreasonably be withheld.

Employer shall not retaliate against any employee who makes a good faith report of harassment or who participates as a witness in a harassment investigation. Such alleged retaliation may be the subject of a grievance pursuant to this Agreement.

The Employer will take reasonable steps to eliminate unlawful harassment in the workplace whether from supervisors, employees or customers, vendors or other third parties doing business with the Employer. Annually, the Employer will communicate its policies regarding workplace harassment to bargaining unit employees, including a clear description of the process(es) available to employees to report alleged incidents of sexual harassment or discrimination by co-workers, managers, customers, vendors or other third parties. Such communications and all workplace harassment policies discussed in such communications will be provided in Spanish and in English. In addition the Employer shall, at least annually conduct a training for all member of the bargaining unit and management on best practices regarding workplace sexual harassment and other forms of discrimination. Such training shall be on paid time. The training shall be shared in advance by the Employer with the Union.

3. Pregnancy and Lactation

Section 1. The Employer will provide reasonable accommodations to qualified employees whose ability to perform their job functions is limited by the pregnancy, childbirth, pregnancy related medical conditions, or breastfeeding. The Employer will engage in an interactive process with any employee that requests a pregnancy-related reasonable accommodation under this Policy. Requested pregnancy accommodations will be granted on a nonprecedential basis if they are reasonable and do not result in an undue hardship to the Company. Requests for a pregnancy accommodation will be evaluated on a case-by-case basis.

Section 2. Workplace Reasonable Accommodations.

a. Pregnancy Workplace Accommodation. If an employee needs a pregnancy-related workplace accommodation, including but not limited to: modified duty work assignment, more frequent or additional breaks, assistance with lifting or carrying, modifications to equipment or assigned duties, or temporary transfer to another position, the employee should contact Human Resources. Such reasonable request(s) shall be granted by the Employer.

b. Lactation Reasonable Accommodation. The Company will also provide reasonable break times for employees to express breast milk for nursing a child. If an employee needs such a break, the employee should alert their manager or Human Resources, who will work to find a place for these breaks that is private in nature, free from the view of co-workers and the public, and contains an electrical outlet. The Company will make every reasonable attempt to provide refrigerated storage space for employees to store their pumped milk during their shifts.

In no event shall any accommodation granted under this Section violate the seniority provisions

For Sodexo Magic

DocuSigned by:
Mike Gillespie
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For Unitehere Local 326

DocuSigned by:
8231FF187BBC489...

Date and Time

5/13/2024

5/13/2024

DocuSigned by:
5/13/2024
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SIDE LETTER OF AGREEMENT #2 – TECHNOLOGY

SDH SERVICES WEST, A SUBSIDIARY OF SODEXO INC, AND AFFILIATED WITH SODEXOMAGIC FOOD SERVICE at WALT DISNEY PARKS AND RESORTS (hereinafter referred to as "the Employer" or "the Company"), and UNITE HERE, Local 362, AFL-CIO (hereinafter referred to as "the Union") are parties to a collective bargaining agreement that is effective from April 26, 2024 through April 25 2027**:**

As a result of negotiations that resulted in the aforementioned collective bargaining agreement, the Employer and the Union agreed as follows:

Preamble. The purpose of this Technological Change Agreement is to facilitate efficient and effective bargaining over the impacts of new technologies that change the terms and conditions of employment of bargaining unit employees. The Agreement is intended to fairly address the Company's interest in being able to utilize new technologies and the employees' interest in preserving and enhancing their work opportunities to the extent feasible and to be fairly compensated for the disruption if continued employment is not feasible.

To accomplish this mutual objective, the parties have agreed to the procedures set forth below, including reasonable notice to the Union, a reasonable opportunity for the Union to obtain relevant information, an opportunity for meaningful bargaining over the effects of the new technology, and a mechanism (through mediation and arbitration) to protect both parties' interests and, if agreement cannot be reached, to impose an arbitrator's solution to the issue of the appropriate terms of the effects-bargaining agreement.

This Agreement is to be interpreted and applied to effectuate a fair and effective balance of the Company's need to implement new technologies and the employees' interest in preserving and enhancing their work opportunities to the extent feasible and to be fairly compensated for the disruption if continued employment is not feasible.

Section 1. As used in this Agreement, the term "Technological Change" includes but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by bargaining unit employees in Sodexo's workplace where such machines or advancements will have a material effect on the terms and conditions of employment of bargaining unit employees.

Section 2.

(a) Before introducing a Technological Change in one or more workplaces where the Union represents employees, Sodexo will give the Union one hundred (180) days' notice beforethe Technological Change is implemented, so that the procedures set out in this Agreement to discuss and ameliorate effects on bargaining unit employees may takeplace.

(b) If Sodexo intends to design a Technological Change that could be implemented in a workplace where the Union represents employees, Sodexo will give the Union notice before any design work on the technology is commenced, and Sodexo will meet with theUnion at least quarterly to update the Union on progress and to solicit feedback on the design in order to incorporate workers' perspectives on the Technological Change in addition to the negotiation

process described in (d) below.

(c) With regard to any Technological Change, and subject to appropriate confidentiality agreements, Sodexo shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep itrunning, and, where available, shall share prototypes.

(d) Upon written request of the Union, Sodexo shall promptly negotiate with the Union over the effects of the Technological Change on the terms and conditions of employment of bargaining unit employees. The parties will attempt to mutually agree on how Sodexo will address the effects on employees but should the parties be unable to agree, Sodexo retains the right to implement the change at the conclusion of the one hundred and eighty (180) day notice period, and the Union retains the right to arbitrate not over the decisionitself but over the effects of the change on employees and the appropriate remedy therefor. Notice, negotiation, mediation, and arbitration process shall be the sole and exclusive procedure for resolving disputes over implementation of a Technological Change.

Sodexo will provide the Union thirty (30) days' notice of upgrades, modifications, improvements, or extensions of technology currently in use in each individual bargainingunit, in which event the timelines in the process below will be pro-rated.

The process for negotiation shall be governed by the following rules:

- **Information**: The Union must, within twenty (20) days of receipt of a Technological Change notification, inform Sodexo in writing of a desire to negotiate and shall include any information requests with such notice. Sodexo shall provide any information requested by the Union within twenty (20) days of receipt of the notice.Both the Union and Sodexo shall be afforded up to thirty (30) days following Sodexo's provision of the requested information to the Union to meet with affected employees and members of the Technological Change Committee ("TCC") describedin Section 3, below.

Information requests shall be limited in number and scope to those related to the conduct of a useful discussion of the effects of the implementation of the Technological Change on the terms and conditions of employment of bargaining unitemployees and shall not have the purpose or effect of delaying the implementation ofthe Technological Change.

- **Negotiation:** At the conclusion of the thirty (30) day period described in the precedingbullet point, the parties shall meet over the following fifty (50) days in an attempt to reach a resolution.

- Mediation and Arbitration: Should the parties fail to resolve the issue within fifty (50) days from when the negotiation period opens, either party may request the services of a federal mediator in accordance with Section 13(a) of this Agreement orarbitration in accordance with Section 13(b) of this Agreement.

- **Consultation:** At any point during this process, the parties may consult with the

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LaborManagement Committee ("LMC") at the affected workplace or any subgroup of the LMC as appropriate and share information with the LMC members, subject to appropriate confidentiality protections.

(e) Exigent Circumstances Notification Exception

- **Purpose:** "Exigent Circumstances" allow Sodexo to implement Technological Change without providing the full Notice Period when necessitated by legitimate business circumstances, as defined below. When Exigent Circumstances apply, Sodexo will provide notice as soon as it knows of the need to implement Technological Change, and the information, negotiation, mediation, and arbitration steps relating to the bargaining over the effects of the Technological Change will take place concurrently with the implementation of the Technological Change.

- **Definition:** "Exigent Circumstances" exist when for legitimate, business-related reasons,Sodexo cannot delay implementation of a Technological Change until the end of the Notice Period. Examples of Exigent Circumstances include when earlier implementationof a Technological Change is needed to comply with a bona fide client requirement, to obtain a new account where it is a bona fide requirement in the bid or to retain an existingaccount where it is a bona fide requirement to retain the existing account, to acquire new business where it is a bona fide requirement in the bid, and to respond to a bona fide
existential risk to the financial viability of an account. Exigent Circumstances would notapply merely to effectuate a reduction in labor costs before the expiration of the Notice Period.

- **Procedure:** If Sodexo believes that Exigent Circumstances exist, it will so inform the Union and will provide notice as soon as it knows of the need for the Implementation of the Technological Change. To satisfy its burden of proof, Sodexo will provide appropriate documentation of the basis for invoking the Exigent Circumstances Notification Exception consistent with the definitions above at the time it provides noticeof the "Exigent Circumstance". The procedures set forth in the Agreement regarding the resolution of the effects of the Technological Change on the bargaining unit employees (i.e., information, negotiation, mediation, and arbitration) shall proceed concurrently withthe implementation of the Technological Change.

Any dispute over the appropriateness of the Exigent Circumstances designation will be resolved through expedited arbitration (which the Union must initiate within 10 calendar days after Sodexo notified the Union that it is invoking the Exigent Circumstances Exception) pursuant to Section 13 of this Agreement. If the Arbitrator determines that Exigent Circumstances do not exist, Sodexo will not be allowed to implement the Technological Change before the expiration of the Notice Period. If the Arbitrator's award is issued after the implementation of the Technological Change, the Employer shall be required to make any affected employee whole, including any back pay or benefits owed in addition to following all other provisions of the Agreement. Any back pay shall be reduced by interim earnings.

Section 3. Sodexo shall give notice to the Union through an online portal system created by the Union. Within ten (10) days after the execution of this Agreement, the Union shall designate a Technological Change Committee of one member appointed by each Local Union or Joint Board and one representative appointed by the International Union that will conduct the negotiations, mediation, and arbitration described in this Agreement on behalf of the party.

Either party may change the members of its Technological Change Committee at any time on notice to the other party. The Union will designate the individual appointed by the International Union as its Chief spokesperson.

Section 4. Any new hourly jobs created by the introduction of a Technological Change will be bargaining unit positions. Sodexo will provide any reasonably necessary training/re-training to enable bargaining unit employees displaced by the Technological Change to remain employed

Section 5. Any employee laid off due to Technological Change shall be entitled to recall to the classification from which the employee was laid off for twenty-four (24) months following the date of layoff and to preference for other job openings in the bargaining unit, after all other preferences possessed by incumbent employees have been exercised but before new employees are hired, provided the employee is qualified for the position or can be qualified in a reasonable period of time with reasonable training provided by Sodexo. The preference for jobs other than in the classification from which the employee was laid off shall include all worksites that employSodexo employees represented by the Union and that are within thirty (30) miles of the employee's originating unit. If an employee rejects an offer of recall to another classification or account, he or she shall lose the preference for jobs other than in the classification from which the employee was laid off.

Sodexo shall pay any employee laid off who does not find a job in that time one (1) week's pay (based on forty (40) hours times the employee's hourly rate) for every year employed up to a maximum of twenty (20) weeks; any partial year will be prorated (e.g., 1/4 year = 1/4 week's pay), subject to all applicable taxes and withholdings.

Employees offered employment in locations that would place them in an unreasonable situations due to changes in wages, benefits or travel to and from work shall be eligible to receive the severance package or continue on their layoff.

Section 6. Sodexo will make all bargaining unit job postings for other Sodexo work sites that employ Sodexo employees represented by the Union, and that are within thirty (30) miles of the employee's originating unit, accessible to employees laid off or whose work is affected such thathours are permanently reduced due to Technological Change and to the Union to assist employees in their job searches.

Section 7. While laid off employees or those whose work is affected such that hours are permanently reduced due to Technological Change are waiting for regular positions, Sodexo shall offer such employees who signify their availability for and interest in such work all available extra work (prior to utilizing temporary agency employees if permitted by the applicable collective bargaining agreement) for which they are qualified in order of classificationseniority at other Sodexo worksites that employ Sodexo employees represented by the Union, and that are within thirty (30) miles of the employee's originating unit.. An employee who accepts such an assignment but fails to show up for the work under this section on three occasions shall no longer be entitled to offers of work under this Section.

Section 8. If an employee laid off or whose work is affected such that hours are permanentlyreduced due to a Technological Change is recalled to another position within the bargaining unitfrom which he or she was laid off or from which he or she previously worked but no longer doesbecause hours are permanently reduced due to Technological Change, the employee shall retain his or her house seniority and continuous service for vacation purposes. If an employee laid off due to a Technological Change or whose hours are permanently reduced because of a Technological Change is hired into a position within the Union's bargaining unit at a different Sodexo unit, the employee's seniority shall be determined by application of the provisions of the collective bargaining agreement covering that bargaining unit but the employee shall retain his orher company seniority and continuous service for vacation purposes.

Section 9. No employee who has completed his or her probationary period and is recalled pursuant to this Agreement shall be required to complete a new probationary period.

Section 10. Sodexo shall continue to make contributions to the Union Health Fund at the minimum level necessary to maintain existing benefits for three (3) months following the date of layoff due to the Technological Change.

Section 11. If a Technological Change reduces the duties of a classification without eliminating them, the classification shall continue in existence, but Sodexo may adjust staffing levels or work hours, or, with the agreement of the Union, Sodexo may distribute the remaining duties to other bargaining unit classifications. If new technologies require human operation of machines, the machines shall be operated and maintained by bargaining unit employees and Sodexo shall train employees in the affected classification to operate and maintain them, to the extent reasonably feasible. Sodexo may limit training to those employees who volunteer to be trained. Training opportunities shall be offered in accordance with house seniority among thosein the affected classification. Sodexo shall allow up to two (2) Union representatives to be present to observe the training but to not participate in it. If operation requires a level of skill which may practically be obtained only through academic study and the necessary courses are offered at educational institutions, Sodexo shall pay the tuition and fees required for employees who volunteer for this training to take the courses through Sodexo's Tuition Reimbursement Program, subject to Plan eligibility and terms, but shall not be obligated to pay for the time employees spend in the coursework.

Section 12. The LMC called for in the Collective Bargaining Agreement applicable to the affected bargaining unit shall also provide assistance in effects bargaining, implementing, improving and problem-solving technological improvements in the workplace for the mutual benefit of both parties. The LMC will meet periodically to discuss technology issues, but no less than semi-annually. Sodexo and the Union will consider all of the recommendations from the LMC in good faith.

a) The parties may jointly choose to train LMC participants in interest-based problem-solving.
b) The parties may jointly agree to have the LMC meetings facilitated by the FMCS.

Section 13. Mediation and Arbitration

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a. Mediation Procedure

(1) If a matter covered by this Agreement is not satisfactorily resolved in negotiationsas outlined in this Agreement, within ten (10) days of the conclusion of the Negotiation process set out in Section 2(d) of this Agreement, either party may file a written request for Mediation.

(2) The Mediation shall be held within fourteen (14) calendar days of the written request.

(3) The Mediation shall consist of two (2) management representatives and two (2) union representatives plus an FMCS neutral mediator who shall act as Chairman and whoshall mediate the dispute in an attempt to have the parties reach a settlement. Either partymay, upon notice to the other, bring an outside or internal consultant or subject-matter expert with knowledge of the Technological Change at issue.

(4) The Mediation shall be governed by the following rules:

a) Each party shall have one (1) principal spokesperson.

b) Any documents presented to the mediator shall be returned to the respective parties atthe conclusion of the hearing.

c) Proceedings shall be informal in nature. The presentation of information is not limitedto that presented at earlier steps of the procedure. The rules of evidence shall not apply, and no formal record of the Mediation shall be made.

d) The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution.

e) If no settlement is reached, the mediator shall provide the parties with an immediate advisory recommendation.

f) The mediator shall state the grounds for his/her advisory recommendation.

g) The mediator shall have no power to alter or amend the terms of this Agreement.

h) The cost of the mediator shall be split between Sodexo and the Union.

b. Arbitration

If a matter covered by this Agreement cannot be satisfactorily resolved in Negotiations or Mediation, the matter may be referred by the Union or Sodexo within ten (10) days of the conclusion of Mediation, for final decision and determination to an impartial arbitrator. Every demand for arbitration shall be submitted for final and binding adjudication by an arbitrator selected exclusively from the parties' Permanent Arbitrator

Panel ("PAP"). The arbitrators on the PAP shall be assigned cases submitted toarbitration in alternating order.

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The PAP shall consist of a pool of two arbitrators chosen by the parties who are membersof the National Academy of Arbitrators. In the event a PAP position becomes vacant the parties shall mutually appoint a permanent replacement, but if they cannot agree on a replacement, a panel of seven (7) arbitrators who reside in a state in which one of the bargaining units covered by this Agreement is located and who are members of the National Academy of Arbitrators shall be requested from the Federal Mediation and Conciliation Service, from which the parties shall select a replacement arbitrator by alternate striking. A coin-toss shall determine who strikes first. The Arbitrators on the PAP are named in Exhibit 4-A.

The arbitrator shall hold a hearing promptly and shall issue a written decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearing has been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator may enter an ex-parte default award. Both partiesagree that a judgment may be entered enforcing any award as above in the United States District Court for the district in which the workplace is located.

The arbitrator shall have no authority to prevent Sodexo from implementing a Technological Change, except under Section 15. With the exception of the foregoing, thesole issue before the arbitrator shall be the appropriate remedy for the effects of the Technological Change on the bargaining unit. In making such determination, the arbitrator shall take into account the parties' mutual desire to maintain an efficient, cost- effective, competitive, and profitable operation, while preserving, expanding, and enhancing, to the extent reasonably practical, the work opportunities of the bargaining unit.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

Section 14. For any location where the collective bargaining agreement does not include layoffs and workers suffer hour reductions in lieu of layoffs as a result of new technology the parties to this Agreement, the Mediators and the Arbitrators shall consider those items as similar in enforcing this Agreement.

Section 15. Sodexo shall not implement any Technological Change unless Sodexo has carriedout the duties set forth in this Agreement. Both parties commit to good-faith compliance with this Agreement to achieve its agreed-upon purposes.

SIGNED ON BEHALF OF:

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Mike Gillespie
BD3DE8660479456...

EMPLOYER

5/13/2024

SIGNED ON BEHALF OF:

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UNION

5/13/2024

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5/13/2024

SIDE LETTER OF AGREEMENT #3

SDH SERVICES WEST, A SUBSIDIARY OF SODEXO INC, AND AFFILIATED WITH SODEXOMAGIC FOOD SERVICE at WALT DISNEY PARKS AND RESORTS (hereinafter referred to as “the Employer” or “the Company"), and UNITE HERE, Local 362, AFL-CIO (hereinafter referred to as “the Union") are parties to a collective bargaining agreement that is effective from April 26, 2024 through April 25, 2024:

1. **Training**: The Employer shall pay Employees assigned to train other Employees a training premium of $0.50 per hour during approved training periods for new hires and transfers to new concepts or new classifications.

2. **Shoe Allowance:** Employees are required to wear slip-resistant shoes and shall be entitled to a rebate of Twenty Dollars ($20.00) per year for slip-resistant shoes if purchased from a Company-approved vendor.

SIGNED ON BEHALF OF:

DocuSigned by:
Mike Gillespie
BD3DE8660479456...

EMPLOYER

5/13/2024

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5/13/2024

SIGNED ON BEHALF OF:

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UNION

5/13/2024