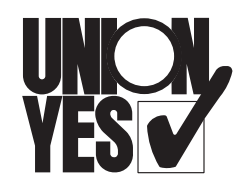




AGREEMENT BETWEEN  
WALT DISNEY PARKS AND RESORTS U.S.  
AND  
THE SERVICE TRADES  
COUNCIL UNION  
(FULL TIME)



EFFECTIVE September 24, 2017  
THROUGH October 1, 2022



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**AGREEMENT BETWEEN**  
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**AND**  
**THE SERVICE TRADES**  
**COUNCIL UNION**  
**(REGULAR FULL TIME)**

**EFFECTIVE September 24, 2017**  
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**SERVICE TRADES COUNCIL UNION AGREEMENT  
FOR REGULAR FULL TIME EMPLOYEES  
Effective September 24, 2017 to October 22, 2022**

**ARTICLE 1 - PREAMBLE**

THIS AGREEMENT entered into 24th day of September 2017, by and between Walt Disney Parks and Resorts U.S., hereinafter called "COMPANY" and the SERVICE TRADES COUNCIL UNION, on behalf of signatory International and Local Unions, whose names are subscribed hereto and who have, through its duly authorized officers, executed this Agreement, hereinafter called "UNION".

**ARTICLE 2 - PURPOSE**

WHEREAS, the operation and service of the Company's Walt Disney World Resort requires a large number of employees, and the orderly and uninterrupted operation of Walt Disney World Resort is of significant interest to the economy of the State of Florida and of the mutual interest of the parties hereto, and it is the purpose of this Agreement that all work shall proceed efficiently, without interruption, and with due consideration for the protection of labor standards, wages and working conditions; and

WHEREAS, employees have the right to organize and bargain through representatives of their own choice;

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

**ARTICLE 3 - RECOGNITION**

The Company recognizes the Service Trades Council Union as the sole and exclusive collective bargaining representative of all of the Company's Regular Full Time employees who are in the classification of work listed in Addendum A at Walt Disney World Resort in Bay Lake, Florida, but excluded are all other employees, Security and Supervisors as defined in the Labor Management Relations Act of 1947, as amended.

**ARTICLE 4 - SCOPE OF AGREEMENT**

**SECTION 1. AREAS INCLUDED IN AGREEMENT**

This Agreement relates only to the Walt Disney World Resort comprising the Magic Kingdom Theme Park; Disney's Polynesian Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa; Disney's Caribbean Beach Resort; Disney's Beach Club Resort; Disney's Port Orleans Resort; Disney's Old Key West Resort; Disney's Saratoga Springs Resort; Disney's Pop Century Resort; Disney's Art of Animation Resort; Disney's Yacht Club Resort; Disney Springs and Leased Retail Operations; Typhoon Lagoon; Disney's Wilderness Lodge; Disney's All-Star Resorts; Disney's Boardwalk Resort; ESPN Wide World of Sports; Disney's Coronado Springs Resort; Disney's Animal Kingdom; Disney's Animal Kingdom Lodge; Disney's Blizzard Beach; Disney's Hollywood Studios; Textile Services; the Main Entrance Complex; Fort Wilderness; Tri-Circle D Ranch; Mickey's Retreat recreation facilities; Bay Lake and Seven Seas Lagoon; EPCOT; Disney Event Group (DEG), Warehouses: Lee Vista and

Orange; Maingate Office Complex; and roadways, employee entrances, parking lots, guest/employee transportation facilities, vehicles and boats which directly service the above-referenced theme parks and resort properties.

Those employees of the Company in the classifications set forth in Addendum A come within the Scope of this Agreement, excluding the following:

1. World Fellowship Program
2. Specialty students/employees in such disciplines as agriculture and oceanography
3. Concessionaires as defined in Article 6, Section 4, who operate with their own employees, including concessionaires who terminate any existing or future staffing agreement with the Company in order to operate with their own employees
4. WALT DISNEY WORLD College Program students
5. Project Future and Challenge Program High School students

## **SECTION 2. AREAS EXCLUDED IN AGREEMENT**

This Agreement does not apply to or in any way affect Reedy Creek Improvement District, Concessionaires (as defined in Section 4 of Article 6) who engage their own employees; Buena Vista Construction Company; Buena Vista Distribution Co. Inc., or any other present or future division or subsidiary of The Walt Disney Company except as specifically set forth in Section 1 of this Article.

The Service Trades Council Union and its individual international and local Unions disclaim any interest now, or in the future, in seeking to represent any employees including the Animal Keeper classifications of the Company other than those in the classifications set forth in Addendum A, except as to the classification described in Case No. 12 RC 4531, affirmed 215 NLRB No. 89.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **SECTION 1. MANAGEMENT RIGHTS**

Except as expressly and clearly limited by the terms of this Agreement, the Company reserves and retains exclusively all of its normal and inherent rights with respect to the Management of the business, including but not limited to, its right to hire, determine qualifications, select, direct, supervise, and control the manner, means and details by which employees perform their work duties as well as the ends to be accomplished; to determine the size of the workforce, including the number of employees assigned to any particular classification of work; the ability to create, add, amend, and/or rescind any or all employee discounts, complimentary admission, Main Entrance Passes, recognition awards, celebrations and similar type privileges and perks as long as uniformly applied on the same basis to all Walt Disney World employees of the Company, including non-bargaining unit and salaried employees; to operate the business including both establishing and making changes to the direction, promotion, transferring of employees, and hours of operations; to subcontract work, to establish and change work schedules and assignments; to lay off, terminate or otherwise release employees from duty for lack of work or other just cause; to make and enforce rules for personal grooming, and the maintenance of discipline; determine the location and relocation of any Employer facilities and to alter, suspend and/or discontinue conduct of its business or operations in whole or part, to institute technological changes; including but not limited to, work automation processes; to determine the appropriate equipment, supplies, methods and otherwise to take such measures as Management may determine to be necessary to the orderly, efficient and economical operation of the business. Any dispute arising out of an interpretation of this Article will be subject to the provisions of Article 19.

## **SECTION 2. BUSINESS SEGMENT DISCONTINUATION/SALE OR LEASE OF ASSETS**

(a) The Company may discontinue business segments or sell/lease physical assets which include the operations without notification to or bargaining with the Union regarding the decision to discontinue, sell or lease. The parties agree and understand that the sale or lease of a physical asset may result in the continuance of operations by the third party at the Walt Disney World Resort and that such continuance of operations associated with the asset does not constitute subcontracting as defined in Article 29.

Should such discontinuation/sale/lease affect any positions covered by this Agreement, the Company will provide the Union with at least a sixty (60) day notice prior to the completion of the transaction and, upon request, meet and negotiate in good faith with the Unions to the full extent required by law with regard to the effect of the transaction on employees covered by this Agreement, including, but not limited to, severance conditions, transfer within the unit, and/or the potential for continued employment with the purchaser. It is understood, however, that agreement between the parties as a result of such negotiations is not a prerequisite to the completion of the transaction at any time after the sixty (60) days have elapsed.

(b) Should the Company subsequently re-acquire and begin to operate a business segment previously discontinued, sold, or leased pursuant to 2(a) above, such business segment shall automatically be included within the Scope of the Agreement defined in Article 4, Section 1.

## **ARTICLE 6 - WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO STRIKE - NO LOCKOUT**

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

### **SECTION 2. FAILURE TO CROSS PICKET LINE - VIOLATION OF AGREEMENT**

Failure of any employee covered by this Agreement to cross any picket line established at the Walt Disney World Resort is a violation of this Agreement. In applying the provisions of this section, however, it is not the intention of the Company to require employees to cross a picket line if, after a reasonable effort to gain entry has been made, it is apparent that such entry will result in physical violence or injury to the employees.

### **SECTION 3. UNION'S RESPONSIBILITY TO PREVENT WORK STOPPAGE, STRIKE OR DISRUPTIVE ACTIVITY**

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

### **SECTION 4. DISPUTES WITH CONCESSIONAIRES**

Disputes between the Union parties hereto and any concessionaire operating in Walt Disney World Resort shall be so handled as not to interfere with the Company's business or the business of any concessionaire not a party to such disputes. No picketing or concerted action against any one or more of the concessionaires will be conducted at Walt Disney World Resort. "Concessionaire" as used herein, includes a concessionaire and also a licensee, exhibitor, participant, sponsor, contractor, subcontractor or lessee. In the event any other organization pickets at or near Walt Disney World Resort, the Unions signatory hereto agree that such picket line so far as they and the employees they represent are

concerned shall not affect the operation of the Company or concessionaires who are not involved in the dispute.

#### **SECTION 5. EXPEDITED ARBITRATION FOR ARTICLE 6**

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

(a) The party invoking this procedure shall notify the permanent Arbitrator. In the event the permanent Arbitrator is unavailable, he/she shall appoint his/her alternate. Notice to the Arbitrator shall be by the most expeditious means available, with a notice by facsimile and/or e-mail to the Business Manager of the Union alleged to be in violation of the Agreement, and a copy of the facsimile and/or e-mail to the Union Co Chairman of the Management Union Committee.

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

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

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Award will be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon request.

(e) Such Award may be enforced by any court of competent jurisdiction upon filing of this Agreement and all other relevant documents referred to herein above, in the following manner:

Notice of the filing of such enforcement proceedings shall be given to the other party by facsimile and/or e-mail.

In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5(d) of this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte. Such Agreement does not waive any party's rights to participate in a hearing for a final Order of Enforcement. The Court's Order or Orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

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

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

### **ARTICLE 7 - NEW EMPLOYEE SELECTION**

#### **SECTION 1. NOTIFICATION**

The Company agrees to notify the appropriate affiliate Union of all WALT DISNEY WORLD Service Trades unit needs for employees and will provide the Union with equal opportunity to provide

applicants for such jobs. When applicable, the Company will request referrals by specifying the type of qualifications and skills required.

**SECTION 2. UNION REFERRALS**

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

**SECTION 3. COMPANY RESPONSE TO REFERRALS**

The Company will respond to all Union referrals, as to hires or rejections, by completing and returning referral cards.

**ARTICLE 8 – NON-DISCRIMINATION**

**SECTION 1. UNION ACTIVITIES**

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

**SECTION 2. NON-DISCRIMINATION AND NON-RETALIATION**

The Company and the Union agree there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age, sexual orientation, national origin, religion, marital status, gender identity, gender expression, pregnancy, ancestry, military or veteran status, medical condition, genetic information, disability (mental or physical) or on any basis prohibited by federal or state legislation. The parties further agree to support Affirmative Action efforts.

The Company and the Union agree there shall be no retaliation against an individual who has made a good faith complaint about violation of the Company's Equal Employment Opportunity and Harassment policies, or has cooperated with an investigation into a complaint of violation of these policies. Employees who believe they have been harassed, discriminated against or retaliated against, in violation of the above stated policies, should promptly report the facts of the incident and the name of the person involved to the Human Resource Department, Labor Relations Department, or Union Representative.

**SECTION 3. AMERICANS WITH DISABILITIES ACT**

The Company and the Union acknowledge the reasonable accommodation commitment of the Americans with Disabilities Act and the protected status of qualified applicants and employees with disabilities. Nothing in this Agreement shall be construed as intended to be a barrier to reasonable accommodation to qualified persons with disabilities, provided any proposed accommodation is reasonable and does not unnecessarily usurp the legitimate rights of other employees under this Agreement. In this regard, the Company and the Union commit to meet to resolve potential conflicts between the Americans with Disabilities Act and the Agreement.

**ARTICLE 9 - UNION ACTIVITY AND CHECK OFF**

**SECTION 1. UNION SOLICITATION**

Solicitation for Union purposes by the Union shall not take place on working time, in working areas, in public areas, nor in the tunnel complex (except in break areas contained there), but may be conducted in non-working areas and on non-working time in parking areas, break areas, and lunch rooms.

**SECTION 2. ACCESS OF UNION REPRESENTATIVES TO PREMISES**

Representatives of the signatory Unions, designated in writing to the Company by the Union, shall be permitted to enter the non-public areas of the Walt Disney World Resort for the purpose of determining that this Agreement is being complied with by the Company and for the presentation and handling of grievances. Such representatives, who shall not be at any one time more than a total of one

hundred (100) in number for all Agreements between the Company and the Union, unless mutually agreed otherwise, shall comply with the current access regulation and security regulation of the Company, as furnished to each Union Representative by the Company, and shall not interrupt the performance of employee work assignments.

### **SECTION 3. UNION ACCESS PROCEDURES**

(a) Union Orientation. The Company agrees that it will allow a Union Representative access to new Regular Full Time bargaining unit employees at orientation for twenty (20) minutes to introduce their organization and distribute Union literature. The Company will provide the Union with a room of adequate size to accommodate the group, equipped with sufficient tables and chairs. The Company will reserve this room on a priority basis for the Union's use. Storage space will also be provided for the Union. Any change in the scheduling of Union Orientation will be discussed with the Union a minimum of sixty (60) days in advance.

(b) Conversion to Regular Full Time. The Union will be allowed access to those Regular Part Time employees who convert to Regular Full Time status. The names and work locations of individuals or small groups who convert to regular Full Time status will be made available to the Union on a monthly basis, upon conversion, to allow access through the "one-on-one" procedure. When large numbers of employees are converted to Regular Full Time status and operating efficiency permits, the Union may conduct a group orientation meeting in lieu of the "one-on-one" procedure. These meetings will be held in the respective operating areas.

(c) One-on-One Meetings. Authorized Business Agents will be granted access to non-members in their respective work locations. Such access/contacts will be subject to the following guidelines and restrictions:

- (1) The Union may mail, distribute or request supervision to distribute a solicitation letter to non-members within a work department/location, provided a distribution list is furnished to the Company, or in the alternative, provide the Company with the distribution list and letters for distribution. If the Union notifies the Company the mail option is elected, the Company will furnish the addresses of non-members. Supervision will neither encourage nor discourage employees from electing to meet with the Union.
- (2) The letter will not be disparaging to the Company and will clearly indicate that the employee has the option to meet or not meet with the Union.
- (3) The Company will schedule one-on-ones for employees who return a signed letter to the Union indicating the desire to meet with the Union.
- (4) Meetings will be conducted on Company time on a mutually convenient schedule. The location of the meeting site will vary from area to area. Contact should be out of the guest area, but reasonably accessible to the work location. Supervision and other employees should remain away from the meeting area to afford as much privacy as possible.
- (5) Meetings should be kept to a reasonable limit (5-10 minutes), and Supervision shall be responsible for monitoring this time.
- (6) Contacts under this Section will be limited to one meeting per employee.

### **SECTION 4. SHOP STEWARD OR ALTERNATE**

(a) The Union shall have the right to designate Shop Stewards in an amount mutually agreed upon by the parties. The number of Shop Stewards may be changed by mutual agreement of the parties. The local Union shall, in writing, notify the Labor Relations office of the Company as to the identity of the designated Shop Steward. The Shop Steward shall have the right to receive, but not to promote, complaints or differences and to discuss and assist in the adjustment of the same with the appropriate Supervisor on Company property without loss of pay during his/her regular working hours. The Company

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

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

(c) The Company agrees to notify the affiliated 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 Company will notify the Affiliate Union Designee in advance of the lay-off or discharge. Failure of the Union to provide the Company with an up-to-date listing of Stewards will relieve the Company's obligation of notification.

(d) A Shop Steward or Alternate will accompany representatives of Management whenever locker or non-routine inspections are made.

(e) The Steward shall promote harmonious relations between the Company and employees. All new employee trainer checklists will include a notation regarding the introduction/identification of the Shop Steward for the new employee by the Trainer.

#### **SECTION 5. CHECK OFF**

The Company agrees to withhold from the wages on each payroll week uniform weekly membership dues, initiation fees and/or service charges for each employee who signs and submits an authorization card. The Company shall forward such dues to the certified financial secretary or other properly designated official of the Union on or before the third week following the last week in the month in which the dues are deducted. The Company shall also forward an electronic check-off report which lists employee name, Social Security number, statused origin/department/location, and the amount of the deduction. The Union will give the Company a written statement no later than January 31st each year, identifying the amount of dues and/or initiation fees to be withheld. Additionally, the Union will provide written notice of changes to these dues and/or fees. The Company will implement such changes within ninety (90) days of receipt of written notice.

The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employees' pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified financial secretary or other properly designated official of the Union.

So that all parties to this agreement may benefit from a more efficient and less costly dues billing and remittance policy, the following shall apply:

The Company agrees to meet with those Unions capable of electronic dues processing in an attempt to reach agreement over a mutually agreed format for the processing of dues billing and remittance and the electronic transfer of funds.

In the event the term of this Agreement expires, the Company's obligation to provide the dues/fees collection and remission services (hereinafter referred to as the "Services") set out in Article 9, Section 5 will terminate if the Union does not accept the Company's offer of an extension which includes the following:

- (a) Retroactive payment to Regular Full Time employees of any subsequently negotiated increases to base hourly wage rates during the term of the extension;
- (b) Subsequently negotiated increases to base hourly wage rates shall be effective the day following the original date of expiration of the Agreement through the term of the extension;

- (c) Payment of retroactive base hourly wage increases shall be based on each Regular Full Time employee's hours paid between the original date of expiration of the Agreement and through the term of the extension (precise method of calculation subject to negotiation);

In the event a successor Agreement is ratified, the Company is under no obligation to collect and/or remit retroactive dues/fees for the period of time that the Services were terminated.

#### **SECTION 6. MONTHLY REPORTS**

(a) The Company agrees to provide each affiliate with a monthly member/non-member list for their portion of the bargaining unit. The list shall include each employee's full name, Social Security number, phone number, rate of pay, address, and e-mail address, if available to the Company. The information will be provided electronically in alphabetical order by origin, department and work location and shall indicate the employee's Union or non-Union status.

(b) The Company agrees to provide each affiliate with a monthly seniority list for their portion of the bargaining unit. The list shall include each employee's full name, Social Security number and date of hire. The information will be provided electronically in order of seniority by origin, department and work location.

(c) The Company agrees to provide each affiliate with a monthly list of status changes, into and out of the bargaining unit. The list shall include employees who convert from any status to: Regular Part Time, Regular Full Time, Casual Temporary, Retirement, voluntary termination, or any other status change. The list shall also include any employees who transfer from one bargaining unit into another. The information will be provided electronically in alphabetical order by origin, department and work location and shall indicate the employee's Union or non-Union status.

#### **SECTION 7. POLITICAL ACTION COMMITTEE (PAC) FUND**

The Company agrees to deduct weekly voluntary contributions to the political action fund of each affiliate Union from the paycheck of all employees covered by the STCU Agreement. Those employees must notify the Company in writing of his/her desire to have such contributions deducted and the amounts designated from his/her paycheck. The Company shall transmit to each such affiliate's fund on a monthly basis, in one check, the total amount deducted along with an electronic report of the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The STCU and the affiliate Unions agree to indemnify and save the Company harmless against any and all claims, suit or other forms of liability arising out of the deduction of money for voluntary political deductions from employees' pay. Each affiliate Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the fund.

### **ARTICLE 10 - HOURS OF WORK**

#### **SECTION 1. PAYROLL WEEK**

A payroll week is a period of seven (7) days starting at 3:30 a.m. on each Sunday and ending at 3:29 a.m. the following Sunday. The Payroll Week may be changed once during the term of the Agreement, by the Company giving two (2) weeks' notice to the Union, so long as it starts on a Sunday or Saturday with no more than an eight (8) hour change from midnight on Sunday.

#### **SECTION 2. WORK WEEK**

(a) The work week shall consist of twenty-five (25) to forty (40) hours in the seven (7) day period starting at 3:30 a.m. on each Sunday and ending at 3:29 a.m. on the following Sunday. This shall constitute the regularly scheduled work week but is not a guaranteed work week.



- (1) Five (5) Day Work Week. Employees scheduled on a five (5) day work week will not be involuntarily scheduled less than thirty-two (32) hours per week during their five (5) regularly scheduled work days.
- (2) Four (4) Day Work Week. Employees scheduled on a four (4) day work week will not be involuntarily scheduled less than eight (8) hours per day during their four (4) regularly scheduled work days. Employees who regularly work a four (4) day work week, will not be intermittently assigned to a five (5) day work week.

(b) The Company commits to maximize the straight-time hours worked by Regular Full Time employees by providing as many thirty-five (35) to forty (40) hour schedules as possible, consistent with efficient operations.

(c) On an annual basis, January 1 through December 31, seventy-five percent (75%) of all non-tipped Regular Full Time employees who are employed for this entire time period shall be guaranteed 1,800 paid hours. These hours shall include straight-time, overtime, and benefit hours. Employees who have taken leaves of absence or have been laid-off/furloughed shall be prorated for the 1,800 hour calculation.

### **SECTION 3. PAYROLL DAY**

A payroll day is a period of twenty four (24) hours starting at 12:00 a.m. (midnight) and ending at 11:59 p.m. on the same day. The Payroll Day may be changed once during the term of the Agreement, by the Company giving two (2) weeks' notice to the Union, so long as there is no more than an eight (8) hour change from midnight.

### **SECTION 4. WORK DAY**

A regularly scheduled work day shall consist of a minimum of four (4) hours. This shall also apply to mandatory meetings employees are required to attend.

### **SECTION 5. WORK SCHEDULE**

The Company shall adhere to seniority in establishing work schedules in a department, location or scheduling pool unless required to deviate for reasons of dependability, skills, abilities, and experience of employees and/or for the orderly and uninterrupted operation of the Company. Any deviation from seniority in these areas will be discussed with the Union. The determination of an employee's qualifications as used herein shall be made by the Company. Any dispute arising under this Section shall be subject to the Grievance Procedure. Any employee will be assigned any combination of two (2) consecutive days off within a seven (7) day period. On a case-by-case basis, an employee's request for two (2) non-consecutive days off may be granted by the Company until the next schedule pick/bid, with the approval of the appropriate affiliate. An employee will be notified in writing at least five (5) days in advance of any change in such assignment, except in the case of an emergency or operational necessity. One example is shown below with the third day (Tuesday) and the fourth (Wednesday) as days off.

#### **EXAMPLE:**

Payroll Day	1	2	3	4	5	6	7
Work Day	S	M	T	W	Th	F	S
Assigned Days Off	W	W	OFF	OFF	W	W	W

(a) Schedule Bids - A minimum of two (2) schedule picks/bids per year will be conducted. A designated Shop Steward from the affected Affiliate will be present where in person bids are utilized during the schedule bid process. The schedule bid will be posted a minimum of seven (7) days prior to the bid selection. An employee shall have the right to bid while on an approved Leave of Absence if he/she has submitted to the Company written notice with an exact date of return that is within thirty (30) calendar days of the effective date of the bid. Where in person bids are not utilized a designated Shop

Steward from the affected Affiliate will have the opportunity to review results of each schedule bid prior to implementation.

#### **SECTION 6. LUNCH PERIOD**

A minimum time of one half (1/2) hour to a maximum of one (1) hour unpaid and uninterrupted lunch period as near as practicable to the mid point of the regularly scheduled shift will be assigned to each employee. An additional one half (1/2) hour unpaid and uninterrupted lunch period will be guaranteed to an employee who works at least six (6) consecutive hours beyond the end of his/her regularly scheduled shift.

#### **SECTION 7. REST PERIOD**

Each employee will be allowed an uninterrupted fifteen (15) minute rest period for each four (4) hours of work. Employees who work ten (10) or more hours will receive an additional uninterrupted fifteen (15) minute rest period. The Company may schedule the rest period in accordance with its needs. Rest periods will be provided as nearly as possible to the middle of each half of an eight (8) hour shift or near the middle of short four (4) or six (6) hour shifts unless otherwise agreed to by the parties. An additional uninterrupted fifteen (15) minute rest period will be guaranteed to an employee who works at least four (4) consecutive hours beyond the end of his/her regularly scheduled shifts. When the Company fails to provide a break(s), the employee will receive an additional uninterrupted fifteen (15) minutes pay at the appropriate rate for each missed break, or be released from shift fifteen (15) minutes early for each missed break.

#### **SECTION 8. Clock In/Clock Out**

Effective no earlier than 90 days after ratification of the Agreement, employees are not permitted to clock in greater than five (5) minutes prior to the start of their shift or greater than five (5) minutes after the end of their shift unless approved in advance by Management. Employees will be compensated for up to five (5) minutes of his or her recorded pre-shift time and/or up to five (5) minutes of his or her recorded post-shift time. Payment for this pre-shift and/or post-shift time shall be subject to the same terms and conditions applicable to work time under this Agreement, including but not limited to the rules governing overtime work and overtime compensation. Employees who clock in before the start of their shifts or who clock out after the end of their shifts are not permitted to perform job duties during that pre-shift and/or post-shift time.

#### **SECTION 9. DRESS AND TRAVEL TIME**

(a) Employees at Magic Kingdom (excluding employees assigned or statused to Transportation and Ticket Center/Main Entrance areas), will receive ten (10) minutes per shift paid dress and travel/walk time. Employees will be released ten (10) minutes prior to the end of their shifts to compensate them for this dress and travel/walk time allowance.

(b) With the exception of the ten (10) minutes per shift paid dress and travel/walk time set forth above, it is the understanding of the parties that an employee will not receive dress and/or travel/walk time pay because the employee is not required to dress on property. Whenever operational necessity dictates that employees be required to park at distant locations other than their assigned parking areas, and are required to take Company provided transportation, the employees will be paid twenty (20) minutes per shift, or will be released from their shift twenty (20) minutes prior to the end of their shift.

#### **SECTION 10. CAST DEPLOYMENT SYSTEM**

Where the Cast Deployment System (CDS) is used, the Company will take appropriate steps to educate employees, Managers, and Union Shop Stewards on how to properly use CDS. Should the Company decide to implement CDS in new locations, the Company will meet and discuss the implementation plan with the respective Union. The Company will work to resolve employees' issues regarding CDS in a timely manner and will have a contingency plan to provide timely rest periods, lunch periods, and rotational bumps, in the event of unforeseen circumstances.

## ARTICLE 11 - OVERTIME

### SECTION 1. MANAGEMENT RESPONSIBILITY

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

### SECTION 2. DISTRIBUTION OF OVERTIME WORK

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

- (a) Distributed as equitably as reasonably practical;
- (b) Distributed first to qualified, available employees in the work area and then to qualified, available employees regularly assigned to the work area before distribution outside the work area.

### SECTION 3. INVOLUNTARY OVERTIME

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

When Management has at least ninety (90) minutes' notice that a shift is going to be extended, it shall notify employees required to remain beyond their scheduled shift at least thirty (30) minutes prior to the end of the employees' shift. The Company will provide access to a phone in the event of a required extension.

### SECTION 4. TIME AND ONE-HALF

#### (a) Five (5) Day Work Week

- (1) Employees who work on either the first or second of their two (2) scheduled days off will be paid at the rate of time and one-half (1½) their regular straight-time rate, provided such employees have worked five (5) work days in the work week if work is available to them. For purposes of this provision, early releases (ER's), Jury Duty and Company initiated authorized days off (ADO's) shall constitute a day worked. Additionally, if an employee reports to work late for his/her scheduled shift, or has a release of shift (ROS), the portion of the scheduled hours not worked must be worked prior to the overtime rate commencing on either the first or second of their two (2) scheduled days off for purposes of this provision.
- (2) Employees Who Work Over Eight (8) Consecutive Hours. The Company shall pay time and one-half (1½) for all consecutive hours worked in excess of eight (8) hours.

#### (b) Four (4) Day Work Week

- (1) Employees who work on either the first, second, or third of their three (3) scheduled days off will be paid at the rate of time and one-half (1½) their regular straight-time rate, provided such employees have worked four (4) work days in the work week if work is available to them. For purposes of this provision, early releases (ER's), Jury Duty and Company initiated and authorized days off (ADO's) shall constitute a day worked. Additionally, if an employee reports to work late for his/her scheduled shift, or has a release of shift (ROS), the portion of the scheduled hours not worked must be worked prior to the overtime rate

commencing on either the first, second, or third of their three (3) scheduled days off for purposes of this provision.

- (2) Employees Who Work Over Ten (10) Consecutive Hours. The Company shall pay time and one-half (1½) their regular straight-time rate for all consecutive hours worked in excess of ten (10) hours.

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

#### **SECTION 5. DOUBLE TIME**

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

(b) Consistent with the provisions of Section 4 (a) and (b) above, employees who are required to work seven (7) consecutive days in the work week, will be paid at the rate of double time their regular straight-time rate for the seventh (7th) day. When an employee voluntarily pursues an additional shift on a seventh (7th) consecutive day, this double time provision does not apply and the employee will be paid time and one-half.

#### **SECTION 6. TURNABOUT PAY**

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

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

(c) The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative hour when an employee has worked more than fourteen (14) consecutive hours. When an employee voluntarily pursues both the shift prior to and following the less than eight (8) hour turnabout period, this double time provision does not apply and the employee will be paid time and one-half.

(d) If an employee is released from work with less than eight (8) hours until the beginning of the next shift, but remains on call, a sleeping room will be provided and the non-work period will be paid at the applicable rate.

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

(f) Hours worked during an employee's regularly scheduled shift, regardless of the rate of pay received, shall be used for the computation of overtime for hours worked in excess of forty (40) in a payroll week as provided in Article 11, Section 4 (c).

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

## **ARTICLE 12 - JOB CLASSIFICATIONS AND WAGE RATES**

### **SECTION 1. SCHEDULE OF WAGE RATES**

The job classifications and rates of pay which shall prevail during the term of this Agreement are set forth and contained in Addendum A attached hereto and considered in all respects to be a part of this Agreement.

### **SECTION 2. RATES FOR NEW JOBS**

If the Company hereafter establishes any new or substantially changed job classifications or work operation, prior to the implementation of any new or substantially changed job classification or work operation, the Company will discuss such action with the Union. The new job classification and wage rate for such new job classification will be established by the Company. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the Step 2 of the Grievance Procedure within fourteen (14) calendar days after installation of the new rate. In the event any higher rate is agreed upon through the Grievance Procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed.

### **SECTION 3. NIGHT SHIFT DIFFERENTIAL**

If an employee is scheduled to commence work at or after 10:00 p.m. and on or before 4:00 a.m., or more than fifty percent (50%) of his/her work shift is between midnight and 6:00 a.m., he/she will be paid a differential of sixty cents (\$.60) per hour in addition to his/her straight time rate for his/her scheduled work day.

### **SECTION 4. REPORT PAY**

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

(b) Employees who report for work and are put to work will be paid their full shift if they are sent home before the end of their regular shift.

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

(d) The provisions of this Article apply to all scheduled shifts, including overtime.

### **SECTION 5. MAJOR BUSINESS DISRUPTION PAY**

(a) Notwithstanding Section 4(c) above, if the Company must close all or major portions of its operations and there is no work available due to conditions beyond the control of the Company, such as natural disasters or other extreme circumstances, including but not limited to flood, hurricane, or other catastrophic events, the Company, at its sole discretion, may provide impacted employees with up to five (5) days of pay for scheduled shifts missed due to business closure.

(b) Selection and scheduling of ride out/Emergency crews is at the sole discretion of the Company. However, no employee will be forced to work ride out/Emergency crews.

### **SECTION 6. PAY FOR DAY WHEN INJURED**

In the event an employee incurs an occupational illness or injury, and Health Services excuses the employee from further work on that day, he/she shall be paid the unworked balance of his/her scheduled straight-time or overtime shift. Pay for the unworked balance of his/her shift due to an occupational injury shall be considered as time worked for purposes of computing overtime.

### **SECTION 7. PAYDAY**

Employees shall be paid weekly and their pay will not be delayed more than six (6) days from the end of each payroll week, providing, however, that if a payday falls on an employee's regularly scheduled day off or a paid holiday, he/she shall receive his/her paycheck on his/her next regularly scheduled work

day. An employee shall receive vacation pay on his/her last day of work prior to the commencement of his/her vacation.

In order to reduce the potential for payroll errors, the Union agrees to affirmatively encourage employees to properly use the time clock system. When a pay shortage occurs, the Company will, upon an employee's timely request, in accordance with the procedure adopted by the Company, issue a check for the pay which is due as quickly as possible, but no later than the next pay day following the request.

The Labor-Management Scheduling Meeting shall convene upon the request of the Union at a mutually agreed upon date and time.

#### **SECTION 8. COORDINATORS**

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

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

- (1) Minimum of four (4) months relevant Disney experience
- (2) Skills to be considered: performance, experience, technical skills, initiative, team work, dependability and communication skills
- (3) In the event candidates are deemed to have equal qualifications, seniority shall be the determining factor.

(c) Employees new to the Coordinator role will be placed on a one hundred eighty (180) day qualifying period. If the Company determines during the one hundred eighty (180) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred eighty (180) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

(d) If a Regular Full Time employee is regularly assigned a work schedule that requires him/her to work for more than sixty percent (60%) of his/her time as a Coordinator for a period of more than one hundred eighty (180) consecutive days, the position will be posted and filled in accordance with Article 12, Section 7(b).

(e) Employees in the Coordinator role who, in a rolling twelve (12) month period, receive two (2) reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be returned to his/her prior job classification. If the employee's prior job classification was a Coordinator, he/she will be returned to the job classification held prior to the Coordinator role.

(f) When selecting vacation, Coordinators will bid within the same pool as their scheduling pool.

#### **SECTION 9. TRAINERS**

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

#### **SECTION 10. COORDINATORS OF TRAINING**

(a) Coordinators of Training (CoT) will be statused to a new job classification as set forth in Addendum A. CoTs are responsible for providing training and direction to new or transferring employees

in a single or multi-line of business group, operation or function and may perform the same duties as other employees. Duties shall include, but are not limited to: updating on-the-job (OJT) manuals/training materials, training, coordinating training across different job classifications, conducting property tours, assisting in assessment of training needs, training employees to serve as Trainers and conducting training follow ups. CoTs have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

(b) All Regular CoT openings shall be posted as needed. Only non-probationary regular employees shall be eligible for CoT positions. Employees are required to submit a résumé. The following guidelines apply in filling positions:

- (1) Minimum of four (4) months relevant Disney experience
- (2) Skills to be considered: performance, experience, technical skills, initiative, team work, dependability, and communication skills
- (3) In the event candidates are deemed to have equal qualifications, seniority shall be the determining factor.

(c) Employees new to the CoT role will be placed on a one hundred eighty (180) day qualifying period. If the Company determines during the one hundred eighty (180) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred eighty (180) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

(d) Employees in the CoT role who, in a rolling twelve (12) month period, receive two (2) reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be returned to his/her prior job classification. If the employee's prior job classification was a CoT, he/she will be returned to the job classification held prior to the CoT role.

(e) When selecting vacation, Coordinators of Training will bid in the same pool as their scheduling pool.

#### **SECTION 11.CONVERSION TO REGULAR PART TIME**

Employees who convert from Regular Full Time to Regular Part Time will continue to receive the Regular Full Time pay rate.

### **ARTICLE 13 - SENIORITY AND WORK STATUS**

#### **SECTION 1. DEFINITION OF SENIORITY**

Seniority is defined as the period of continuous service as a Regular Full Time employee working in a job classification covered in Addendum A of this Agreement.

#### **SECTION 2. PRINCIPLES OF SENIORITY**

(a) The principles of seniority shall be observed on layoffs, recalls, days off, establishing work schedules by department, location or scheduling pool, vacation selection, promotion and transfers as defined in specific Articles of the Agreement.

(b) The principles of seniority shall be observed in establishing days off and work schedules by department, location or scheduling pool regardless of scheduling methodology, where consistent with operating needs as set forth in Article 10, Section 5.

(c) The parties recognize the importance of optimum scheduling of employees in a fashion that honors the principles of seniority, considers the needs of employees, and meets the business needs of the Company. The parties also recognize that stability in scheduling methods is important to the employees. The following existing scheduling methodologies, or any combination thereof, may be utilized by the Company at any location or line of business:

- Hard Lines
- Preference
- Cherry Pick
- Pool Lines
- Global Bids

Should the Company decide to implement a new scheduling method other than those listed, the Company will meet, discuss, and agree on the new scheduling method with the respective Union. The Company will take appropriate steps to educate employees, Managers, and Union Shop Stewards regarding any new scheduling methodology.

### **SECTION 3. DISPUTE ON SENIORITY SUBJECT TO GRIEVANCE PROCEDURE**

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

### **SECTION 4. TERMINATION OF SENIORITY**

Seniority and/or the employment relationship shall terminate when an employee:

- Resigns from a Regular Full Time position or converts to Regular Part Time status.
- Is discharged for just cause.
- Is absent for three (3) consecutive unexcused work days.
- Is laid off for a continuous period of twelve (12) months or more.
- Fails to report at the end of a leave of absence.

### **SECTION 5. WORK STATUS AND UTILIZATION OF REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES**

(a) Regular Full Time Employees Regular Full Time tipped and non-tipped employees assigned to an established job on a Regular Full Time basis work thirty (30) hours per week or more.

- The following will be the administrative process for monitoring continued eligibility of Regular Full Time employees for Disney Full Time benefits.
  - Regular Full Time employees must work the appropriate number of hours to average at least thirty (30) hours per week during the monitoring period. The monitoring period shall be a full twelve (12) month period as designated by the Company and the appropriate number of hours to be worked is 1560 hours. During the life of the Agreement, the Company will meet with the Union to discuss any changes in the established twelve (12) month monitoring period at least sixty (60) days in advance of such changes going into effect. Regular Full Time employees will be notified of the monitoring period in writing.
  - For the purpose of calculation, hours worked shall include paid benefit time.
  - Any unpaid authorized medical leaves, personal leaves, family medical leaves, disability leaves and workers' compensation leaves will not be counted against the thirty (30) hours per week calculation during the monitoring period.
  - The Company agrees to notify employees who are trending below the minimum number of hours at the midway point and at least ninety (90) days prior to the end of the monitoring period. Additionally, the Company will provide employees access to electronically view total paid hours at any time.
  - Regular Full Time employees who fail to meet the Full Time hours requirement during the monitoring period will be converted to a Regular Part Time status in the same



classification and location and lose their Regular Full Time status and Regular Full Time benefits eligibility.

- f. Employees who are hired or converted from a Regular Part Time status to a Regular Full Time status during the monitoring period will be exempt and deferred to the next monitoring period.
- (2) Probationary Employee. All new Regular Full Time employees shall be considered probationary employees for a period of ninety (90) calendar days which may be extended by thirty (30) days with notice from the Company to the Union. Any probationary period interrupted by a leave of absence(s) (e.g. personal leave, medical leave) will be automatically extended by the same number of days as such leave of absence(s). Where a newly hired employee is transferred into a new job classification or to a new location within the first ninety (90) days, the employee shall serve an additional ninety (90) day probationary period in the new job/location. The Company reserves the right to terminate their employment for any reason until they have completed any such probationary period. However, probationary employees shall be entitled to utilize the Grievance Procedure to grieve any matter which could be grieved by any other employee except termination within the probationary period.

- (3) Any Regular Full Time or Regular Part Time employee who has completed the ninety (90) calendar day probationary period and subsequently converts status (Regular Full Time to Regular Part Time or Regular Part Time to Regular Full Time) will not have to complete another probationary period but will receive a new bargaining unit seniority date as of the date of the conversion. An employee's disciplinary record shall not be affected by the change in status.

(b) Casual Employees

- (1) Employees will be considered casual if they customarily work less than twenty-five (25) hours per week on an ongoing basis, or who customarily work twenty-five (25) hours per week or more but less than seven (7) months per year.
- (2) During the life of this Agreement, total casual employee utilization shall not exceed the percentage outlined below of the total hours paid by Full Time and Casual employees in all job classifications in any calendar year.

Calendar Year	Percentage
2019	35%
2020	36%
2021	37%
2022	38%

- (c) The parties acknowledge that Section 5(b) is the sole restriction on the Company's ability to schedule and work casual employees.
- (d) Conversion from Casual to Full Time. The Company will give consideration to Union petitions for conversion from Casual to Full Time status.

**SECTION 6. TRANSFER OUTSIDE OF BARGAINING UNIT**

- (a) Any employee promoted or transferred to any Regular Full Time position outside of the bargaining unit, but within the Walt Disney World Resort, shall retain and accumulate seniority for a period not to exceed twelve (12) months from the date of accepting such position.

(b) Any employee who transfers to a position or accompanies a spouse to Disneyland Paris, Tokyo Disneyland or Hong Kong Disneyland shall retain and accumulate seniority for a period not to exceed twenty-four (24) months.

#### **SECTION 7. TRANSFER INTO TIPPED CLASSIFICATION**

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

#### **SECTION 8. IMMIGRATION**

(a) No employee employed continuously since November 6, 1986 or before shall be required to document immigration status.

(b) 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 and he/she has not previously falsified his/her employment application or I-9 documentation.

(c) In the event that an employee is not authorized to work in the United States following the probationary period, and his/her employment is terminated for this reason, the Company agrees to immediately reinstate the employee to his/her former job classification without loss of prior seniority (seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one hundred eighty (180) days from date of termination.

#### **SECTION 9. VISA STATUS CULTURAL REPS**

Those employees of the Company in classifications set forth in Addendum A who are authorized to work in the United States as a result of an appropriate visa or other limited work authorization shall be generally covered under the terms of this Agreement, although the parties agree that the Company shall not be required by any provision of this Agreement to permit any such employee to engage in duties inconsistent with visa or international work restrictions. The parties further agree that in order to preserve the culturally authentic theming at various properties, the Company shall not be required to make available for general transfer the culturally authentic jobs performed by such international employees. Separation of employment of employees with international status, based on the loss or expiration of the appropriate and required work authorizations, shall not be subject to the Grievance Procedure. However, disciplinary action (including discharge) which is not subject to the Grievance Procedure shall not set a precedent for discipline of non-international employees. An investigatory suspension (Article 18, Section 5) shall precede any contemplated discharge for just cause for such employee, and the affiliate with jurisdiction shall be immediately notified of any such suspension.

### **ARTICLE 14 – TRANSFERS**

#### **SECTION 1. TRANSFER PROCEDURES**

(a) Employees interested in a transfer shall fill out the appropriate **submittal** and may need to complete a personal interview. Positions eligible for transfer will be provided on the Company's intranet along with the requirements for the position. An employee interested in a transfer will be provided the opportunity to identify a minimum of two (2) areas of interest for transfer.

(b) In filling Regular Full Time vacancies, the Company shall identify and transfer the employee who has completed the appropriate, submittal, met the criteria outlined in either Section 1a, 2 or Section 3 below, and has identified the area of the vacancy as one of their preferences. Eligible applicants will be considered in the following order by seniority:

1. All Regular Full Time employees from the same classification
2. All Regular Part Time employees from the same classification and location for which the vacancy exists
3. All Regular Part Time employees from the same classification
4. All other Regular Full Time STCU employees
5. All other Regular Part Time STCU employees

Eligible applicants will be considered in the following order, by seniority, 365 days after the ratification of this Agreement:

1. All Regular Part Time employees from the same classification and location for which the vacancy exists
2. All Regular Full Time employees from the same classification
3. All Regular Part Time employees from the same classification
4. All other Regular Full Time STCU employees
5. All other Regular Part Time STCU employees

(c) Employees who have not updated their phone number with the Company's system of record will be bypassed after attempting to contact them.

(d) Employees shall not be eligible for voluntary transfer until after twelve (12) months of Regular Full Time employment with the Company within the bargaining unit, excluding any probationary period recasting. Thereafter, employees shall be eligible for transfer based on the criteria listed below.

(e) Any employee who declines a transfer will be eligible to transfer again after twelve (12) months from the date the position is declined.

## **SECTION 2. TRANSFERS TO THE SAME JOB CLASSIFICATION AND/OR DIFFERENT JOB CLASSIFICATIONS**

(a) The Company agrees that in granting transfers to different locations, and/or different job classifications, seniority shall prevail when candidates possess the following qualifications:

- (1) Length of Service:
  - a) Twelve (12) months employment
  - b) Minimum of twelve (12) months in work location
- (2) Dependability:
  - a) Employee's Record Card may have no more than four (4) attendance points within the last six (6) months (not including early shift releases or authorized days off)
  - b) No more than one (1) reprimand in last six (6) months
- (3) Skills and Ability:
  - a) Demonstrated skill and ability necessary to perform the specific job

(b) Employees transferring to the same or a different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the forty-five (45) days, the Company will return the employee to his/her prior job classification and location. If the Company initiates the return under this Section, the employee shall be immediately eligible to transfer again.

### **SECTION 3. TRANSFERS TO NEW PROPERTY/ATTRACTION OPENINGS**

(a) The parties agree that in granting transfers to different locations and/or different job classifications in the opening of a new resort property or attraction, the following guidelines shall apply:

- (1) Minimum of six (6) months employment;
- (2) Employee's Record Card may have no more than two (2) attendance points within the last six (6) months (not including early shift releases or authorized days off); no more than one (1) reprimand within the last six (6)-months;
- (3) Essential qualifications and skills as determined through record card notations and a personal interview;
- (4) All of the above being equal, seniority shall prevail.

(b) Employees transferring to the same or a different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again. For new property openings, the forty-five (45) day qualifying period will begin on the day the new property/attraction opens to Guests.

### **SECTION 4. GRIEVANCE PROCEDURE**

Any dispute regarding the administration of these provisions shall be subject to the Grievance Procedure.

### **SECTION 5. TRANSFER TO REGULAR PART TIME STCU**

Employees transferring to a Part Time STCU status in a different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within forty-five (45) days, the Company will return the employee to his/her prior job classification, Regular Full Time status, and seniority.

**TRANSFER FROM REGULAR PART TIME TO REGULAR FULL TIME STCU** (*incorporated by reference from the Part Time Service Trades Council Union Agreement*)

- (a) Regular Part Time Employees transferring to a Regular Full Time STCU status in a different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the forty-five (45) days, the Company will return the employee to his/her prior job classification, PT status, and location.
- (b) Employees who are involuntarily returned to a PT status within the forty-five (45) day qualifying period shall retain their previous PT seniority date. Employees who voluntarily return to a PT status within the forty-five (45) day qualifying period, shall return with a new seniority date effective the date of their return to a PT position.

## **ARTICLE 15 - LAYOFFS, RECALLS, AND FURLOUGH**

### **SECTION 1. LAYOFF ACCORDING TO SENIORITY IN JOB CLASSIFICATION**

Whenever it becomes necessary to reduce the working force in a given job classification, the employee(s) permanently assigned to that job classification with the least Service Trades Council bargaining unit seniority will be laid off, providing the remaining employees possess the necessary skills,

qualifications, and abilities to perform available work as determined by the Company, except as provided in Section 8, and Article 9, Section 4(c).

**SECTION 2. NOTICE OF LAYOFF/FURLOUGH**

Whenever possible, one (1) week's advance notice of layoff/furlough will be given to an employee. If the Company fails to provide one (1) week's notice, the Company will be responsible for one (1) week of lost time or missed portion thereof. The Company will furnish electronically to the Union notice of new hires and layoffs.

**SECTION 3. LAID OFF EMPLOYEES RETAIN SENIORITY FOR 12 MONTHS**

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

**SECTION 4. RECALLS IN ACCORDANCE WITH SENIORITY IN JOB CLASSIFICATION**

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

**SECTION 5. RECALL PROCEDURE**

Laid off employees shall be notified of recall by telephone five (5) workdays prior to the required start date. If the employee is not contacted by telephone, the Company will send a certified letter to the employee's address of record notifying him/her of recall and the required start date, which shall not be less than ten (10) workdays from the date the letter is mailed. A copy of any such letter shall be mailed to the Union.

**SECTION 6. CORRECT ADDRESS AND TELEPHONE NUMBER**

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

**SECTION 7. FAILURE TO REPORT FROM LAYOFF/FURLOUGH**

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

**SECTION 8. THIRTY-DAY (30) FURLOUGH FOR NON-TIPPED EMPLOYEES**

A department/location shall furlough non-tipped employees by classification based upon their relative bargaining unit seniority within the affected department/location provided the employee is recalled thirty (30) days or less from the furlough date. Prior to furloughing employees, the Company will offer Regular Full Time employees available work hours in other areas. Furloughed employees shall:

- (a) receive and acknowledge written notification of their recall date at time of furlough;
- (b) receive credit toward scheduled increases;
- (c) be eligible to utilize earned vacation and/or sick leave;
- (d) retain their Main Entrance Pass and ID card;
- (e) retain Medical Insurance; and,
- (f) be offered any hours being worked by casual employees in the affected department/location.

A department/location may furlough employees for up to thirty (30) days as a result of the reduction of available work hours when a portion of an affected department/location staff continues to work. Furloughs may not be utilized in situations such as closures for rehab.

## ARTICLE 16 - INTERCHANGEABILITY OF WORK ASSIGNMENT

### SECTION 1. INTERCHANGEABILITY IN SAME JOB CLASSIFICATION

(a) The Company may assign, reassign, or transfer an employee to any work location during the workday or workweek within all of the areas included in this Agreement, as outlined in Article 4 (SCOPE OF AGREEMENT).

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

(c) Where the Company establishes a scheduling pool for regular ongoing movement between locations, the existing property transfer guidelines shall apply to transfers to such pool.

### SECTION 2. INTERCHANGEABILITY IN DIFFERENT JOB CLASSIFICATIONS

#### (a) Scheduled

- (1) The Company may create scheduled shifts or pools which require movement from one job classification to a different classification. Such movement may be from one location to another.
- (2) When establishing such a scheduled shift, the shift will be posted at the affected location(s) and the senior most qualified person bidding shall be awarded the shift. The Company shall endeavor to create forty (40) hour shifts; however, such shifts shall not be less than thirty-eight (38) hours per week.
- (3) If not scheduled in accordance with (a)(2) above, the Company may assign the shift to the junior employee statused in the affected locations.
- (4) Any scheduled overtime in the affected locations shall be offered first to employees statused in the affected locations, then to employees regularly working in the affected locations prior to other employees working these shifts.
- (5) The Company will provide all required training for employees working these schedules.
- (6) Costume changes and travel time between locations will be considered time worked.
- (7) The above shall also apply to new job classifications which encompass a combination of duties from different job classifications. Scheduling within pools established for this purpose shall be as provided for under Article 13. Transfers to such new classifications shall be as described under Article 14.

#### (b) Unscheduled

- (1) The Company may assign, reassign, or transfer an employee to a different job classification in the same or different work location during the workday or workweek within all of the areas included in this Agreement, as outlined in Article 4 (SCOPE OF AGREEMENT).
- (2) An employee shall not be required to work against his/her desire in the new job classification for a period of time exceeding ten (10) workdays in a calendar year. If operational need requires additional time, the work will be assigned to the most junior employee.

### SECTION 3. RATE OF PAY

Whenever an employee is assigned or transferred to perform two (2) or more job classifications during the day, the employee will receive his/her permanent rate or the rate for the job to which he/she was transferred, whichever is higher, for all time worked in the higher classification. The only exception is

when a non-tipped employee works in a tipped classification, he/she will be paid the appropriate tipped rate for all hours worked in that classification.

#### **SECTION 4. TIPPED EMPLOYEES**

Tipped employees will not be required to work in a non-tipped job classification.

#### **SECTION 5. ASSIGNMENT, REASSIGNMENT OR TRANSFER OF SHOP STEWARDS**

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

### **ARTICLE 17 - LEAVES OF ABSENCE**

#### **SECTION 1. TEMPORARY LEAVE OF ABSENCE**

An employee's request for a leave of absence not to exceed thirty (30) days will be granted for good cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days except for compelling reasons. In the event that a non-medical leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA.

#### **SECTION 2. LEAVE FOR UNION BUSINESS**

A Union affiliate's request for a Union leave of absence for up to twelve (12) consecutive months without pay for an employee represented by that affiliate will be granted. An employee who is granted Union leave shall retain and accumulate bargaining unit seniority. Unions requesting leave for Union business must send the request, in writing, to the Labor Relations Executive or their designee and must give a minimum of two (2) weeks' notice prior to the beginning of such leave. An employee on Union leave who subsequently returns to work for the Company will be reinstated with accumulated bargaining unit seniority. An employee on leave for Union business will be eligible for continuation of health care coverage subject to COBRA and will retain his/her ID card and Maingate or Silver Pass. Such employee will not receive any discretionary privileges (i.e., complimentary admission tickets, service awards, etc.) while on leave. The Company reserves the right to decline a request for Union leaves of more than two (2) employees from any location, taking into consideration the size of the affected location. No more than a total of one hundred (100) employees shall be granted Union leave at any point. Further, the Company will consider requests for a greater number of leaves due to STCU negotiations for a time period beginning no more than three (3) months prior to the expiration of this Agreement and no later than two (2) months after ratification of a successor Agreement.

This provision shall apply equally to employees who accept either temporary or permanent employment with a Union affiliate. An employee on Union leave for twelve (12) consecutive months must return to work or resign.

Upon termination of the individual's employment with an affiliated Union, the Company must be notified within seven (7) days in writing if re-employment with the Company is requested. The individual shall be eligible for re-employment with the Company to a vacant Union position in the same status with accumulated bargaining unit seniority. The individual shall retain but not accumulate Company years of service during his/her period of employment with the Union. Re-employment must be accepted and the individual must begin work within thirty (30) days of the individual's termination from the Union. The employee will not be eligible for Union leave for a period of six (6) months from his/her date of re-employment.

#### **SECTION 3. NON-OCCUPATIONAL MEDICAL LEAVE**

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

(b) An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits, or be required to accept such benefits in the case of Family and Medical Leave Act of 1993 (FMLA) leave as defined below:

- (1) An employee taking Family and Medical Leave (FML) will have any earned sick leave available automatically applied.
- (2) An employee taking FML for the care of other must apply any unused personal holidays or accrued unused vacation in excess of eighty (80) hours to FML leave. An employee taking FML for care of other with eighty (80) hours or less of earned unused vacation will automatically be paid available vacation pay unless the employee requests non-payment.
- (3) Employees who are on a non-occupational medical leave of absence will receive credit toward scheduled increases.

(c) An employee who returns from a medical leave of absence within sixty (60) days or less or returns from a FMLA qualifying leave, or other such period as required by that law, will be placed in his/her prior job, location, and schedule. If the employee has been on leave for more than sixty (60) days, the Company will make every reasonable effort to place said employee in the employee's prior job and location except as otherwise required by the FMLA.

(d) In the event that an employee is required, by the Company, to visit Health Services upon returning to work from a medical leave, he/she will be compensated for the time.

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

#### **SECTION 4. LEAVE FOR COMPENSABLE INJURY**

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

#### **SECTION 5. MEDICAL LEAVES EXCEEDING ONE YEAR**

Those employees whose time on an occupational or non-occupational medical leave of absence that exceeds twelve (12) consecutive months will have their employment with the Company terminated. An employee who is terminated for remaining on an authorized medical leave of absence in excess of the time permitted, and notifies the Company of his/her availability for re-employment within twelve (12) months of the date of termination will be re-employed without loss of seniority or loss of the last previous employment status, provided there is an available vacant position for which the employee is qualified.

#### **SECTION 6. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

The Company and the Union acknowledge that the provisions of the Family and Medical Leave Act of 1993 apply to the employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act. In this regard, the Company and the Union commit to meet to resolve potential conflicts between the Family and Medical Leave Act of 1993 and the Agreement.

#### **SECTION 7. ADMINISTRATIVE LEAVE**

The Company agrees to consider, on a case by case basis and in its sole discretion, allowing employees to continue working or placing employees on unpaid administrative leave for up to one (1)



year pending the outcome of civil or criminal charges. However, the Company reserves the right to take disciplinary action, up to and including termination, based on the nature of the allegations and/or information available to the Company regarding the circumstances. Disciplinary action taken by the Company shall be subject to the Grievance Procedure with the exception of probationary period terminations. An employee on administrative leave will continue to accrue seniority.

**SECTION 8.** Notwithstanding anything else contained in Article 17, no Regular Full Time employee shall be granted medical leaves of absence that total more than fifteen (15) months in any twenty-four (24) month period.

## **ARTICLE 18 - DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE**

### **SECTION 1. STANDARD OF CONDUCT**

High standards of conduct are necessary to preserve the Company's public image and to ensure a safe, harmonious, and productive working atmosphere. The Company shall administer the sections of this Article with due consideration for the employee. Such consideration shall include length of service, work record, and seriousness of violation. The Company will make every effort to ensure the consistent and timely application of the disciplinary section of this Agreement. Upon request of the employee, Management will provide a copy of the employee's record card within a reasonable amount of time. At the time that it is printed, the record card may not contain all recent entries. Any questions concerning the record card should be addressed to the employee's immediate Manager.

### **SECTION 2. UNION REPRESENTATION**

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

### **SECTION 3. NOTICE OF INVESTIGATION**

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

### **SECTION 4. LANGUAGE ASSISTANCE**

In any formal questioning by the Company that could lead to disciplinary action, at the request of the employee, language assistance shall be provided by a bargaining unit employee (who may or may not be a Shop Steward), another non-supervisory employee, or a third party provider. Any delay in interviewing or effectuating discipline as a result of the need for such language assistance shall not affect the timeliness of any grievance or discipline.

### **SECTION 5. INVESTIGATORY SUSPENSIONS**

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

- (1) No discipline and a return to work with full back-pay;
- (2) A reprimand in accordance with Section 5(a) below and a return to work with full back-pay;
- (3) Disciplinary suspension in accordance with Section 5(c) below; or
- (4) Termination in accordance with Section 7 below.

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

(c) Those employees in tipped classifications, excluding Banquets and Dinner Shows, shall be paid at the appropriate non-tipped rate of pay as referenced in Addendum A for all lost time due to an investigatory suspension.

#### **SECTION 6. DISCIPLINE**

Discipline must be for just cause. In administering discipline, the Company will make its determination based on the factors in Section 1.

##### **(a) Reprimands**

Reprimands will be issued in writing on a specific subject or subjects and will be signed by the Supervisor who will present it and discuss it with the employee. Reprimands will be presented and discussed within fifteen (15) calendar days after the occurrence, or within fifteen (15) days after the immediate Supervisor has had a reasonable opportunity to become aware of and complete an investigation of the occurrence, whichever is later, unless prevented by the absence of the employee or extenuating circumstances beyond the control of the Company. These time limits shall not apply to discipline based on attendance, clocking or discipline as a result of a Company Equal Employment Opportunity and Harassment Policy investigation. An employee will sign the reprimand, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been received by the employee. The Company shall make copies of written reprimands available to the Union. Reprimands, other than Absenteeism/Tardiness and Clock In/Out, shall be recorded and effective on the date the incident occurred.

##### **(b) Disciplinary Point System**

- (1) Reprimands may count as one (1) or two (2) disciplinary points, such determination shall be based upon a fact-specific evaluation of the disciplinary incident.
- (2) Any combination of five (5) disciplinary points within the preceding twelve (12) months shall result in the employee's termination.
- (3) The twelve (12) month period referenced in (b) (2) is defined as a continuous work period specifically excluding any leaves of absence.
- (4) It is specifically understood by the parties that the disciplinary point system is not restricted to same or similar offenses but may include different offenses on a cumulative basis.
- (5) Absenteeism/Tardiness discipline and Clock In/Out discipline are specifically excluded from the disciplinary point system defined in this Section. Refer to Sections 8 and 9.

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

(d) The Company will electronically provide a list of all employees discharged and the reasons for such discharge to the appropriate affiliate Unions on a monthly basis.

#### **SECTION 7. DISCHARGE**

An employee may be discharged for just cause, which includes, but is not limited to the following:

- (a) Insulting, arguing, being discourteous, or using profane language in the presence of a guest;

- (b) Fighting at the Walt Disney World Resort, regardless of who provokes it, may result in automatic termination for both parties involved;
- (c) Falsification of records, such as medical forms, time cards, or employment applications;
- (d) Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work under such conditions;
- (e) Conviction, plea of guilty, plea of no contest, or acceptance of pre-trial diversion, or other similar resolution to a felony or serious misdemeanor, such as but not limited to child abuse, lewd and lascivious behavior, or sale/distribution of controlled substances;
- (f) Violation of operating rules and procedures which may result in damage to Company property or in bodily injury to fellow employees or guests;
- (g) Gambling, sleeping while on duty, or willful insubordination;
- (h) Dishonesty or misconduct that is detrimental to the Company;<sup>1</sup>
- (i) Continued violation of the Company appearance guidelines;
- (j) Failure to return from a leave or vacation;
- (k) Excessive tardiness or absenteeism;
- (l) Discrimination/harassment;
- (m) Possession of dangerous or unauthorized materials such as explosives, firearms, or other similar items on Company property.

An employee will be notified of the reason for the discharge.

#### **SECTION 8. ABSENTEEISM AND TARDINESS STANDARD**

##### Absences:

Beginning with 3 in any 30 days	=	reprimand
Beginning with 6 in any 90 days	=	reprimand
Beginning with 9 in any 180 days	=	reprimand
Beginning with 12 in any 365 days	=	reprimand

##### Tardiness:

A tardiness of more than two (2) hours will count as one (1) absence. A tardiness of two (2) hours or less will count as one-half (1/2) an absence.

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

(a) Procedures:

- (1) The following items shall not be counted as absences:
  - a) Work incurred injuries and subsequent related absences. Employees must provide supporting medical authorization which satisfies the Company in this respect;
  - b) Medical leaves;
  - c) Release of shift for medical reasons;
  - d) Scheduled personal leaves where the Company agrees in advance to the leave;
  - e) Subsequent consecutive call-ins for the same illness or injury will not count as an additional occurrence;
  - f) Beginning March 1 of each year, the first six (6) call-in/call sick notations for employees who meet the following criteria:
    - (1) The employee has one (1) or more years of seniority;
    - (2) The employee must not have received attendance discipline in the prior twelve (12) months.
- (2) An employee's failure to notify the Company of his/her absence a minimum of thirty (30) minutes prior to the start of his/her shift shall be recorded as a No Call No Show.

(b) All call-sick and call-sick free day instances will be automatically paid if earned sick leave is available unless the employee requests non-payment when calling in sick.

(c) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-four (24) month period. Any twelve (12) month period free from discipline will result in beginning again at the first step of progressive discipline. The Company agrees to provide to employees information regarding the FMLA with any attendance reprimand issued.

(d) All references to time periods in this Article refer to continuous work periods specifically excluding any leaves of absence.

(e) With reasonable notice, Regular Full Time employees may request the use of six (6) days sick leave per calendar year as personal leave days. Requests will be granted consistent with operational requirements.

**SECTION 9. CLOCK IN/CLOCK OUT STANDARD**

Failure to Either Clock in or Clock Out:

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

Tracking:

Failure to clock in for the start of shift = ½ point  
Failure to clock out for the end of shift = ½ point  
Clocking in more than 5 minutes before the start of the shift = ½ point  
Clocking out more than 5 minutes after the end of the shift = ½ point

Procedures:

Employees must utilize the time recording clock to which they are assigned unless otherwise directed by Management.

It is the responsibility of the employee to inform Management of a lost or stolen Identification (ID) card before the end of his/her shift.

- (a) Failure to clock as a result of a lost, stolen, or damaged ID card is considered one (1) point. (During the time it takes the employee to replace a lost, stolen, or damaged ID card [maximum seven (7) days], the clock infractions will not be counted toward this point matrix system for disciplinary purposes.)
- (b) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-four (24) month period. Any twelve (12) month period free from discipline will result in beginning again at the first step of progressive discipline.
- (c) All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.
- (d) The Company reserves the right to discipline outside this matrix when an employee habitually loses possession of or damages his/her ID card.
- (e) Falsification of hours worked and/or the use of your ID card by anyone other than yourself may result in disciplinary action, not excluding termination.

#### **SECTION 10. OPERATION OF COMPANY VEHICLES**

- (a) The parties recognize the Company's obligation to provide a safe means of transportation to its guests and Cast Members.
- (b) For job classifications requiring a Commercial Driver's License (CDL) with Department of Transportation (DOT) responsibilities, it is the responsibility of each individual Cast Member to notify Management immediately and/or prior to the start of his/her next shift, of being convicted of any traffic violations (other than a parking ticket). It is also understood that it is the individual driver's responsibility to notify Management immediately and/or prior to the start of his/her next shift, or prior to the end of the business day following the day an employee receives notification of suspension, revocation, cancellation, lost privilege or disqualification of his/her license, whichever is sooner. Failure to adhere to this policy, or the Company's discovery through MVR checks may result in disciplinary action, not excluding termination.
- (c) Under no circumstances is any employee permitted to drive a Company vehicle, including any personal transport vehicle, (e.g. Pargos, forklifts etc) without a valid driver's license. It is the Cast Member's responsibility to notify management prior to driving any Company Vehicle or Personal Transport Vehicle of an invalid driver's license. Failure to adhere to this policy, or the Company's discovery through MVR checks may result in disciplinary action, not excluding termination.
- (d) Any incidents/accidents involving Company property must be reported immediately. Failure to report may result in disciplinary action, not excluding termination.
- (e) Reporting under this provision will not result in loss of hours or compensation for employees whose primary duties do not include operating a vehicle.

## ARTICLE 19 - GRIEVANCE PROCEDURE

### SECTION 1. GRIEVANCES SETTLED ACCORDING TO PROCEDURE

The parties to this Agreement agree that any grievance arising out of the interpretation or application of the terms of this Agreement, with the exception of terminations, discipline based on the Company's policies of Equal Employment Opportunity and Harassment<sup>2</sup> and policy grievances which will be expedited to Step 2, shall be settled promptly in accordance with the following procedure:

### SECTION 2. DEFINITIONS

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

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

(c) Recording Devices: The parties agree that no recording devices of any kind shall be permitted to be utilized during Step 1, 2, or 3 of the Grievance Procedure.

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

(1) Back-pay awards for those employees in tipped classifications, with the exception of Banquets and Dinner Shows, will be paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

(e) Information Requests: The responding party will make every reasonable effort to provide any requested, relevant information regarding grievances to the requesting party within seventy-two (72) hours. In circumstances where the responding party is unable to provide information within seventy-two (72) hours, the requesting party will be provided with an estimate of the time of provision.

(f) Any employee, believing that he/she has suffered a grievance, may discuss the matter with his/her immediate Guest Service Manager prior to initiating the formal Grievance Procedure in Section 3. The employee may choose whether to discuss the matter with his/her Guest Service Manager with or without the assistance of his/her Union representative.

### SECTION 3. GRIEVANCE PROCEDURE

Step 1. If the grievance shall not have been adjusted informally with the immediate Guest Service Manager, then the grievance shall be reduced to writing upon the accepted Grievance Form which shall set forth the relevant information concerning the grievance, including a short description of the alleged grievance, the date on which the grievance occurred, and an identification of the section of the Agreement alleged to have been violated.

In order to be deemed timely, a grievance must be filed at Step 1 within fourteen (14) calendar days after its occurrence or within fourteen (14) calendar days after the employee has had a reasonable opportunity to become aware of the occurrence, whichever is later.

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<sup>2</sup> The Union may request a meeting with a representative of Labor Relations prior to the 2<sup>nd</sup> Step grievance meeting or as a part of the 2<sup>nd</sup> or 3<sup>rd</sup> step grievance meeting to facilitate timely processing of the grievance.

The Area Manager or his/her designated representative and the Union Representative or his/her designated representative shall meet within seven (7) calendar days after invocation of Step 1 in an attempt to settle the grievance. It shall be incumbent upon the Union Representative to request such meeting. The Area Manager or his/her designated representative shall provide the employee and the Union Representative with a written reply within five (5) calendar days after the parties have met. If the Area Manager fails to give a written reply within the time limits provided, the grievance may be appealed to the next step of the Grievance Procedure.

**Step 2.** If the grievance shall not have been adjusted under Step 1, then within seven (7) calendar days from the date of the Area Manager's written decision or a date when the decision should have been submitted by the Area Manager, the grievance shall be presented in writing to the Labor Relations office.

A grievance meeting with the General Manager/Director or his/her designee, Labor Relations Representative, and the employee's Union Business Representative or his/her designee shall be held within twenty-one (21) calendar days of the grievance being recorded, in an attempt to resolve the grievance. The General Manager/Director or his/her designee shall provide the Union Business Representative or his/her designee with a written reply within five (5) calendar days after the parties have met. If the General Manager/Director or his/her designee fails to give a written reply within the time limit provided, the grievance may be appealed to the next step of the Grievance Procedure.

**Step 3.**

A. If a grievance regarding contract interpretation, termination, or discipline resulting in removal from a job classification shall have been submitted but not adjusted under Step 2, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted to a Joint Standing Committee review, which shall meet within fourteen (14) calendar days of the appeal, unless extended by mutual agreement of the Company and the Union.

The Joint Standing Committee shall consist of one (1) representative of the Company and one (1) representative of the affiliated Union(s).

The Joint Standing Committee shall meet at least twice per month to review outstanding grievances referred to it. Such grievances will be presented by a Union representative of the affiliate and a Labor Relations representative. No witness or grievant testimony shall be presented. Attendance by the grievant is optional. Decisions of the Joint Standing Committee shall be final and binding upon all parties at interest. The Joint Standing Committee shall provide a written determination of all cases reviewed within three (3) calendar days after it has met. If the Joint Standing Committee is unable to resolve a grievance before it, the grievance may be appealed to the next step of the Grievance Procedure.

The parties agree that upon notification of the Labor Relations Executive or their designee and the President of the Service Trades Council Union, Step 3 of the Grievance Procedure may be waived and grievances addressing institutional issues, affecting either the Company or the Council, may be expedited to Step 4.

B. If a grievance regarding discipline that does not result in termination or removal from a job classification shall have been submitted but not adjusted under Step 2, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be reviewed by the Union and Labor Relations in an effort to resolve the grievance. Such meeting shall occur within fourteen (14) calendar days of the appeal, unless extended by mutual agreement of the Company and the Union.

**Step 4.** If the grievance shall have been submitted but not adjusted under Step 3, either party may within seven (7) calendar days after receipt of the written reply or conclusion of the Step 3(B) review request in writing that the grievance be submitted to an Arbitrator selected from a panel of seven (7) Arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The moving party shall be responsible for requesting the list from the FMCS within seven (7) days of the request for Arbitration.

At this point, the parties have a maximum of fourteen (14) calendar days from the date the list is received, to strike the panel or mutually agree to an Arbitrator. The Rules for the FMCS shall govern the selection of an Arbitrator and the conduct of the arbitration hearing. The parties and the Arbitrator will enter into an agreement regarding the terms of the Arbitrator's engagement including but not limited to the submission of post hearing briefs and the form and time period for delivery of the Arbitrator's decision. If the Union and the Company are unable to agree upon the terms of the Arbitrator's engagement, the engagement agreement will require a written award from the Arbitrator within thirty (30) days of the submission of post-hearing briefs for grievances arising under Step 3(A) or within thirty (30) days of the hearing with no written briefs submitted for grievances arising under Step 3(B). Unless agreed upon in writing by both parties, the Arbitration hearing must be scheduled to occur within thirty (30) days from selection of the Arbitrator. The Arbitrator shall not have the authority to alter, amend, change, modify, add to or subtract from or reform any provision, Article or language of this Agreement. The Decision of the Arbitrator shall be final and binding on all parties with no further appeal, except for reasons of setting aside an Arbitrator's Award, as set forth in applicable Federal and Florida Statutes. Any joint expense incidental to or arising out of the arbitration shall be borne equally by the Company and the appropriate Union. Only one grievance shall be before a specific Arbitrator at one time.

#### **SECTION 4. GRIEVANCE PROCEDURE**

A grievance having been settled at any step of the Grievance Procedure will be affected no more than seven (7) calendar days after the date of the settlement agreement.

### **ARTICLE 20 - HOLIDAYS**

#### **SECTION 1. HOLIDAYS OBSERVED**

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

(a) The core holidays are:

- (1) December 31
- (2) Martin Luther King, Jr. Day
- (3) Memorial Day
- (4) July 4
- (5) Labor Day
- (6) Thanksgiving Day
- (7) December 25

(b) The three (3) personal holidays may be used on dates mutually agreed to by Management and the employee.

#### **SECTION 2. ELIGIBILITY**

(a) All Regular Full Time employees are eligible for holiday pay after working thirty (30) calendar days of continuous service, provided they work their scheduled shifts on the core holiday and the immediate day prior to and immediately following such holiday, if scheduled.

(b) If the employee's failure to work his/her regularly scheduled shift immediately before or following the holiday was due to personal illness, injury, death in the immediate family or an approved FMLA absence and the employee satisfied the Company in this respect, he/she shall be eligible to receive holiday pay.

(c) Employees on an authorized leave of absence of six (6) days or longer are not eligible for holiday pay.

#### **SECTION 3. PERSONAL FLOATING HOLIDAYS**

Effective January 1 of each year of this Agreement, all employees with one (1) or more years of continuous service will be credited with three (3) personal floating holidays. Employees with less than



one (1) year of service, and employees who are hired or converted from a Regular Part Time status to a Regular Full Time status after January 1, will be credited with one (1) personal floating holiday on each of the following posting dates: March 1, June 1, and September 1. An employee must be statused as a Regular Full Time employee on the posting date to receive the personal floating holiday.

Personal floating holidays shall require two (2) weeks' advance notice for scheduling and shall be granted consistent with operational requirements. In the event all requests for a particular day cannot be approved due to operational requirements, seniority shall prevail in granting the holiday.

Personal floating holidays will be scheduled and taken within the following provisions:

- (a) Must be taken within the calendar year;
- (b) May not be carried over from year-to-year, or paid off at time of termination;
- (c) Do not affect the use of sick leave days for personal time off;
- (d) Will be considered as time worked for the computation of overtime;
- (e) Will not be paid in addition to other hours worked; and,
- (f) May only be taken in one (1) full shift increment.

#### **SECTION 4. HOLIDAY PAY WHEN NOT WORKED**

Each employee (except as provided in Article 13 Seniority) will receive eight (8) hours' pay at the employee's regular straight time rate for each such holiday not worked. Core holiday pay when not worked shall not count toward the employer's required minimum number of hours scheduled per week as per Article 10, Section 2.

#### **SECTION 5. HOLIDAY PAY WHEN WORKED**

Each Regular Full Time employee who works on a recognized holiday, and who works his/her scheduled shifts prior to and immediately following the holiday worked, shall receive eight (8) hours' holiday pay plus his/her straight time rate for all hours worked in his/her scheduled shift.

(a) A Cast Member who works on the holiday and fails to work their complete scheduled shift due to a release of shift (ROS) shall have the unworked portion of their scheduled shift deducted from their holiday pay. If the Cast Member is granted an early release, the full holiday pay will be granted.

(b) If a Cast Member fails to work their entire shift on a holiday due to tardiness, the Company shall reduce the holiday pay as defined above by the amount of time the Cast Member was late for their shift.

(c) If a Cast Member works their scheduled shifts the immediate day prior and the immediate day after but fails to work their complete scheduled shift on these days due to tardiness or ROS, they shall receive the full holiday pay.

#### **SECTION 6. DOUBLE TIME PAY FOR HOURS OVER EIGHT WORKED ON HOLIDAY**

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

#### **SECTION 7. HOLIDAY PAY CONSIDERED TIME WORKED FOR COMPUTING OVERTIME**

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

Pay for a holiday not worked shall not be used in computing overtime under the 5th, 6th, and 7th day provision contained in Article 11, Section 4.

**SECTION 8. HOLIDAY PAY FOR HOLIDAY DURING VACATION**

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

**SECTION 9. DAY HOLIDAY IS OBSERVED**

Recognized holidays shall be observed on the date designated for observance by the Federal Government, except in the case of New Year's Eve (observed December 31<sup>st</sup>), Independence Day (observed July 4<sup>th</sup>) and Christmas, which shall be observed on December 25<sup>th</sup>.

**SECTION 10. NO HOLIDAY PAY FOR EMPLOYEE SCHEDULED TO WORK HOLIDAY AND WHO DOES NOT WORK**

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

**SECTION 11. HOLIDAY PAY ON DAY OFF WHEN WORKED**

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

**SECTION 12. HOLIDAY STARTS AT 12:00 A.M. (Midnight) ON HOLIDAY**

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

**SECTION 13. PAY RATE FOR THE HOLIDAYS**

Those employees in tipped classifications will have holiday benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

**SECTION 14. HOLIDAY REQUEST AND APPROVAL**

By job classification within a scheduling group, in descending seniority order, and at the request of the employee, Regular Full Time employees will be offered the opportunity to take a paid benefit day (to include a personal leave day, personal holiday or vacation day) off on New Year's Eve (December 31<sup>st</sup>), Thanksgiving Day, and December 25<sup>th</sup> to the extent that another qualified employee is available to work the shift. The number of employees permitted to exercise this option will be limited by Management based on the needs of the operation. As it pertains to this section only, pay for a core holiday or paid benefit day not worked shall not be considered time worked for purposes of computing overtime.

**ARTICLE 21 - VACATION**

**SECTION 1. ELIGIBILITY, REGULAR FULL TIME EMPLOYEES**

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

**SECTION 2. VACATION EARNED IN THE FIRST CALENDAR YEAR**

Vacation earned in the first (1st) calendar year of service may not be used until nine (9) months of continuous service have elapsed from date of hire.

**SECTION 3. VACATION HOURS ACCRUED**

Vacation hours accrued shall become available to be taken by the employee during the calendar year in which they are accrued, per the accrual of vacation time formula listed below in increments of forty (40) hours.

#### SECTION 4. VACATION ACCRUAL FORMULA

(a) One (1) week vacation accrual formula:

<b>Calendar year hours worked</b>	<b>Paid vacation hours earned</b>
1800	40
1440	32
1080	24
720	16
360	8

(b) Employees begin to accrue two (2) weeks of vacation on January 1st of the calendar year in which the second (2nd) anniversary of continuous service will occur:

##### EXAMPLE:

Year of Hire	2012	2013	2014
Eligible to accrue 2 weeks on January 1 of the year	2014	2015	2016

(c) Two (2) week vacation formula:

<b>Calendar year hours worked</b>	<b>Paid vacation hours earned</b>
1800	80
1620	72
1440	64
1260	56
1080	48
900	40
720	32
540	24
360	16
180	8

(d) Employees begin to accrue three (3) weeks of vacation on January 1st of the calendar year in which the fifth (5th) anniversary of continuous service occurs:

<b>Calendar year hours worked</b>	<b>Paid vacation hours earned</b>
1800	120
1680	112
1560	104
1440	96
1320	88
1200	80
1080	72
960	64
840	56
720	48
600	40
480	32
360	24
240	16
120	8

(e) Employees begin to accrue four (4) weeks of vacation on January 1st of the calendar year in which the seventeenth (17th) anniversary of continuous service occurs:

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

#### **SECTION 5. VACATION ACCRUAL**

Employees shall not accumulate more than two (2) times their current annual vacation hours. For example, if an employee is currently accruing 80 hours of vacation, he/she may accumulate a maximum of 160 hours of vacation; if currently accruing 120 hours of vacation, he/she may accumulate a maximum of 240 hours of vacation; and if currently accruing 160 hours of vacation, he/she may accumulate a maximum of 320 hours of vacation.

When the vacation cap is reached (two (2) times their current annual vacation hours), an employee will cease to accrue any additional vacation time until vacation hours are taken. An employee will again begin to accrue vacation only after he/she is below his/her cap. Vacation accrual is not retroactive to the date on which the accrual ceased.

#### **SECTION 6. PAYMENT FOR ACCRUED VACATION**

Upon the request of an eligible employee, the Company shall provide payment of up to one half (1/2) of an employee's total accrued available vacation to a maximum of eighty (80) hours on an annual basis (by calendar year). Amounts paid are subject to all required withholdings. Payment should normally be issued within two (2) weeks of the request being received by Payroll.

#### **SECTION 7. VACATION SCHEDULING**

(a) Due to the nature of the Company's operations and requirement for specified skills, vacations will be scheduled by the Company. Where a time period has previously been blocked out and circumstances change such that the time period becomes available, employees requesting vacation for that time period will be considered on a seniority basis. Consideration will be given to requested time by the employee whenever possible. The employees with greater length of service will be given preference in the event of a conflict of dates affecting two (2) or more employees.

(b) 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 via electronic proxy. Where in person bids are

utilized, there will be a Shop Steward present for the bid. Where in person bids are not utilized a Shop Steward will have the opportunity to review bid results for each scheduling group prior to implementation. The following schedule will be applied:

Deadline	Time Frame	Schedule Posted
November 30, 2018	January 6, 2019 - January 4, 2020	December 15, 2018
November 30, 2019	January 5, 2020 - January 2, 2021	December 15, 2019
November 30, 2020	January 3, 2021 - January 1, 2022	December 15, 2020
November 30, 2021	January 2, 2022 - January 7, 2023	December 15, 2021

(c) Following the annual vacation bid, additional requests for available dates will be on a first come first serve basis.

#### **SECTION 8. PAY RATE FOR VACATIONS**

Vacations will be paid at the straight time rate but not less than the wage rate established under the Fair Labor Standards Act in effect at the time the vacation is taken. All non-tipped employees with five (5) or more years of service shall receive a \$1.00 per hour premium, in addition to their straight-time rate, for all vacation hours paid and all tipped employees with five (5) or more years of service shall receive a \$1.00 per hour premium in addition to their appropriate non-tipped rate of pay as referenced in Addendum A for all vacation hours paid. Those employees in tipped classifications who have less than five (5) years of service will have vacation benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

#### **SECTION 9. PAY FOR UNUSED VACATION HOURS AT TERMINATION OF EMPLOYMENT**

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

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

#### **SECTION 10. CANCELLATION OF PRE-APPROVED VACATION**

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

### **ARTICLE 22 - JURY DUTY AND BEREAVEMENT LEAVE PAY**

#### **SECTION 1. JURY DUTY PAY FOR REGULAR FULL TIME EMPLOYEES**

All Regular Full Time employees are eligible for jury duty pay.

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

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

(c) Those employees in tipped classifications will have jury duty benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

(d) Jury Duty will be considered time worked for the purpose of computing overtime.

## **SECTION 2. BEREAVEMENT LEAVE PAY**

(a) Employees bereaved by the death of a member of their immediate family are granted time off with pay. The deceased must have been a spouse, qualified domestic partner, child (step or natural), parent (biological, adoptive, step or foster), brother, sister, mother-in-law, father-in-law, grandparent or grandchild. If a closer than normal relationship existed between the employee and a person other than those named, consideration will be given toward payment of the bereavement benefit.

(b) At the Employee's request, bereavement leave shall be paid up to a maximum of five (5) days for each occurrence. Payment will be based on the employee's current rate. The relationship of the deceased must be noted on the request for bereavement pay status.

(c) Additional unpaid time may be granted where appropriate.

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

(e) Those employees in tipped classifications will have bereavement leave benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

(f) Unpaid time off, in accordance with (c) above, may be granted based on business needs for the death of non-immediate family members.

## **ARTICLE 23 - PENSION AND WELFARE**

### **SECTION 1. PENSION**

(a) All employees will be eligible to participate in the Walt Disney World Co. and Associated Companies' Retirement Plan. During the term of this Agreement, the employee's portion of contribution to the Retirement Plan shall be seven (7) cents per hour for all hours worked, not to exceed forty (40) hours per week. Contributions will be for the second through and including the fifth year of participation. While this Agreement is in effect, the Company agrees to keep in effect its presently existing Walt Disney World Co. and Associated Companies' Retirement Plan. The Plan is and shall continue to be qualified under the Employee Retirement Income Security Act of 1974, as amended, and shall otherwise conform to applicable laws. However, nothing contained herein shall constitute or be considered a waiver or forfeiture of any right, power, or discretion which the Company may have, notwithstanding such laws, rules or regulations. The Company will pay the complete contribution for employees in the first year of participation and for all years after five (5) credited years of participation in the Plan. Vesting requires five (5) credited years of service. Copies of the Walt Disney World Co. and Associated Companies' Retirement Plan will be furnished to the Union.

The following schedule is in effect through the life of this Agreement:

**PENSION BENEFIT SCHEDULE AT AGE 65 FOR STRAIGHT LIFE ANNUITY OPTION**

Credited Years of Service	Credited Hours of Service	Maximum Monthly Benefit
1	1,500 – 2,250	24.00
1	2,251 or more	36.00
2	3,000 – 3,750	48.00
2	3,751 or more	60.00
3	4,500 – 5,250	72.00
3	5,251 or more	84.00
4	6,000 – 6,750	96.00
4	6,751 or more	108.00
5	7,500 – 8,250	120.00
5	8,251 or more	132.00
6	9,000 – 9,750	144.00
6	9,751 or more	156.00
7	10,500 – 11,250	168.00
7	11,251 or more	180.00
8	12,000 – 12,750	192.00
8	12,751 or more	204.00
9	13,500 – 14,250	216.00
9	14,251 or more	228.00
10	15,000 – 15,749	240.00
10	15,750 or more	252.50
11	16,500 – 17,249	265.00
11	17,250 or more	277.50
12	18,000 – 18,749	290.00
12	18,750 or more	302.50
13	19,500 – 20,249	315.00
13	20,250 or more	327.50
14	21,000 – 21,749	340.00
14	21,750 or more	352.50
15	22,500 – 23,249	365.00
15	23,250 or more	377.50
16	24,000 – 24,749	390.00
16	24,750 or more	402.50
17	25,500 – 26,249	415.00
17	26,250 or more	427.50
18	27,000 – 27,749	440.00
18	27,750 or more	452.50
19	28,500 – 29,249	465.00
19	29,250 or more	477.50
20	30,000 – 30,749	490.00
20	30,750 or more	502.00
21	31,500 – 32,249	514.00
21	32,250 or more	526.00
22	33,000 – 33,749	538.00
22	33,750 or more	550.00
23	34,500 – 35,249	562.00
23	35,250 or more	574.00
24	36,000 – 36,749	586.00
24	36,750 or more	598.00

25	37,500 – 38,249	610.00
25	38,250 or more	622.00
26	39,000 – 39,749	634.00
26	39,750 or more	646.00
27	40,500 – 41,249	658.00
27	41,250 or more	670.00
28	42,000 – 42,749	682.00
28	42,750 or more	694.00
29	43,500 – 44,249	706.00
29	44,250 or more	718.00
30	45,000 – 45,749	730.00
30	45,750 or more	742.50
31	46,500 – 47,249	755.00
31	47,250 or more	767.50
32	48,000 – 48,749	780.00
32	48,750 or more	792.50
33	49,500 – 50,249	805.00
33	50,250 or more	817.50
34	51,000 – 51,749	830.00
34	51,750 or more	842.50
35	52,500 or more	855.00

Employees will be notified on an annual basis of any delinquency in their pension contribution.

(b) Retiree Health Benefits

The Walt Disney World Co. and Associated Companies' Retirement Plan ("Retirement Plan") provides for health benefits for certain retired employees. Any employee with an original hire date after October 29, 1994, will not be eligible for Retiree Health Benefits. Any employee with a rehire date after October 29, 1994, also will not be eligible for Retiree Health Benefits, except in very limited circumstances provided below.

Any employee hired prior to October 30, 1994, will be eligible for Retiree Health Benefits commencing at age 65, if he/she meets the Service Criterion and retires on or after age 55. The Service Criterion is twenty (20) credited years of service and 30,000 credited hours of service earned under the Retirement Plan (or under the Disney Salaried Retirement Plan, The Disneyland and Associated Companies' Retirement Plan, or The Walt Disney Productions and Associated Companies' Retirement Plan). In order to be eligible for Retiree Health Benefits, an employee must also be at least age 55 and actually employed by the Company at the time he/she terminates his/her employment with eligibility for either early or normal retirement under the Plan. The age 55 requirement will not apply to an employee whose termination of employment occurs on account of death or who terminated employment on account of a disability, which entitles him/her to disability benefits under the Social Security Act. The Retiree Health Benefits provided will be those provided on the same basis as current active employees. Retiree Health Benefits will also be provided to the retiree's or deceased employee's eligible dependents in accordance with the health plan's rules.

An employee who is at least age 60 prior to October 30, 1994, and completes the Service Criterion thereafter, will receive his/her Retiree Health Benefits commencing at the later age of 62 or at the time he/she elects to take either early or normal retirement under the Retirement Plan. An employee who met the Service Criterion prior to October 30, 1994, will also receive his/her Retiree Health Benefits commencing at the later age of 62 or at the time he/she elects to take either early or normal retirement under the Retirement Plan, provided that such an eligible employee who is under age 60 on October 30, 1994, must terminate employment with the Company before February 28, 1995. Any employee covered by this paragraph who is rehired on or after February 28, 1995, and prior to his/her 55th birthday, will not be entitled to Retiree Health Benefits pursuant to the provisions of this paragraph. Eligibility, if any, for



the Retiree Health Benefits will be dependent upon fulfilling the requirements of the second paragraph of the Section, subject to the rehire provisions of the following paragraph. Any employee covered by this paragraph who is rehired on or after his/her 55th birthday will remain entitled to Retiree Health Benefits, under the provisions of this paragraph upon his/her subsequent retirement.

In general, any employee who terminates employment with the Company and is rehired on or after October 30, 1994, will not be eligible for Retiree Health Benefits upon subsequent retirement. However, a rehire date which occurs on or after October 30, 1994, will be ignored for purposes of the preceding rule, if the employee satisfies the requirements of Subsection (1) below and the requirements of either Subsection (2) or Subsection (3) below.

- (a) The employee has completed the Service Criterion prior to his/her rehire date; and,
- (b) The employee has reached his/her 55th birthday prior to or coincidental with his/her rehire date; or,
- (c) The employee fulfilled all of the following conditions:
  - (1) The employee has only one rehire date which occurs on or after October 30, 1994, and prior to his/her 55th birthday.
  - (2) The employee's period of termination of employment immediately prior to the rehire date is less than 366 days.
  - (3) The employee's period of re-employment following his/her rehire date is at least 365 consecutive days during which he/she is credited with at least 750 Hours of Service under the Retirement Plan.

For purposes of the above rehire rules, an employee shall not be deemed to have a termination of employment and shall not be deemed to have a rehire date that occurs on or after October 30, 1994, if the employee's termination of employment is on account of a disability defined in the Retirement Plan and the employee returns to employment upon recovery from the disability, or if the employee is laid-off and recalled within twelve (12) months of the layoff. In such cases and for the purposes of this Section, such employee shall be treated as if there was no interruption in the continuity of employment. However, a layoff in excess of twelve (12) months is deemed a termination of employment as of the first day of layoff.

## **SECTION 2. GROUP INSURANCE**

(a) During the term of this Agreement, the Company will offer Group Insurance coverage and Signature Plan coverage to all eligible employees, on the same basis as provided to non-bargaining unit employees (including salaried employees) at the Company. It is understood that all employees in this unit who participate in any Company sponsored plan(s) do so on the same basis as non-bargaining unit employees (including salaried employees) generally and that, therefore, future changes in such plans which are applicable to non-bargaining unit employees (including salaried employees) generally shall apply equally and automatically to employees covered under this Agreement. By way of example, but not limitation, changes in such plan(s) may include termination in accordance with the plan terms, substitution of, or merger with, another plan or part thereof, improvements and modifications in the plan(s), creation of new plan(s), adjustment in contributions, etc...; all subject to the condition that where the changes apply equally to non-bargaining unit employees (including salaried employees) generally, the Company will not be obligated to bargain with the Union. Entitlement to pension and group insurance benefits shall be determined exclusively by the plan terms and not by arbitration under this Agreement.

Both the Union and the Company acknowledge and agree that in order to comply with the Patient Protection and Affordable Care Act, the health care coverage offered by the Company to its employees may need to change to ensure compliance. These potential changes need not be negotiated between the parties provided any changes are universally applicable to all participants in any Company-sponsored plan(s) on the same basis as non-bargaining unit employees (including salaried employees).

(b) Employee contribution rates for all group medical plans and tiers will be the same as or less than the contribution rates set by the Company for salaried employees.

- Effective 1/1/19 weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2018 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

- Effective 1/1/20 weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2019 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

- Effective 1/1/21 weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2020 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

- Effective 1/1/22 weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2021 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

(c) Eligible employees shall be defined as employees whose employment status is Regular Full Time. Eligible employee's coverage shall become effective no later than the first day of the month following completion of ninety (90) days continuous service.

### SECTION 3. SICK LEAVE

(a) Regular Full Time employees shall receive sick leave based on the number of hours (straight time and overtime hours exclusive of the overtime premium) up to a maximum of 1800 hours worked from the date of hire to the end of the calendar year in which hired and for each succeeding calendar year thereafter. Sick leave earned in the first calendar year of service may not be used until nine (9) months of continuous service have elapsed from the date of hire and in no event prior to the beginning of the calendar year following the year in which employed. With reasonable notice, Regular Full Time employees may request the use of six (6) days sick leave per calendar year as personal leave days. Requests will be granted consistent with operational requirements.

(b) The following formula shall apply for the accumulation of paid sick leave hours each calendar year:

<u>Calendar year hours worked</u>	<u>Earned sick leave hours</u>
1800	48
1500	40
1200	32
900	24
600	16
300	8

The maximum amount of sick leave that may be earned in one (1) calendar year is forty-eight (48) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of an automatic payout at the end of the calendar year.

Accrued available sick leave in excess of ninety-six (96) hours will be paid upon the request of an eligible employee. Requests for payment will be accepted on an annual basis (by calendar year). Amounts paid are subject to all required withholdings. At the beginning of each calendar year, after an employee has completed the eligibility requirement, sick leave shall be made available for his/her use during that calendar year based on the above noted hour formula in the prior calendar year. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee. In order to be paid sick leave, the employee must file a request for payment. This must be done within three (3) days after the employee returns to work. In the event that three (3) or more consecutive scheduled shifts of sick leave are applied for, the Company may request a written statement from a physician certifying as to the nature and length of employee's illness. However, the Company may require proof of illness in any case if desired and an employee not furnishing such proof will not be entitled to sick leave pay. Employees will not be entitled to sick leave during vacation or on days on which they are not scheduled to work. In the event the employee incurs a non-occupational illness while at work and is released from the completion of his/her scheduled shift by the Medical Department, the employee may apply for sick leave covering the unworked balance of that shift in amounts of one (1) hour. An employee who reports for work after the start of his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his/her scheduled shift and the time the employee actually started to work.

(c) Employees who voluntarily terminate and who do not fall in the categories of drunkenness, dishonesty, or illegal use or possession of controlled substances will be paid 100% of earned sick leave and one half (1/2) of accrued sick leave. Terminations for the three (3) categories listed above will be paid 50% of all earned and none of the accrued.

(d) Those employees in tipped classifications will have sick leave benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

## **ARTICLE 24 - COSTUMES, UNIFORMS, AND PERSONAL APPEARANCE**

### **SECTION 1. COSTUMES AND WORK UNIFORMS**

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

### **SECTION 2. SAFETY AND SANITARY CLOTHING AND EQUIPMENT**

Where the Company, for safety purposes, requires the use of protective clothing, shoes, or other safety devices, other than hair nets and headbands, they will be furnished without cost to the employees. The Union agrees to require Regular Full Time employees in those classifications listed in Addendum A to use the devices furnished.

### **SECTION 3. LAUNDRY AND CLEANING OF CLOTHING PAID BY COMPANY**

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

### **SECTION 4. PENALTY FOR LOST CLOTHING OR MISUSE OF CLOTHING AND LOST LOCKER KEYS**

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

#### **SECTION 5. PERSONAL APPEARANCE RULES SET FORTH IN WRITING**

It is recognized that the Company may make and enforce rules relating to the personal appearance which must be set forth in writing and must be reviewed with the Union prior to implementation. In situations where an employee exceeds the size limitations of the costume of his/her current job classification, the Company will make reasonable efforts to transfer such employee.

#### **SECTION 6. FURNISHED CLOTHING NOT TO BE WORN OFF WALT DISNEY WORLD PREMISES**

Company furnished clothing is not to be worn off Walt Disney World Resort premises outside of employee's working hours without permission.

#### **SECTION 7. UNION INSIGNIA**

Employees will be permitted to wear a single pin, mutually agreed upon by the Company and Union, supporting the STCU in non-public areas of the Walt Disney World Resort provided that the pin is no larger than a quarter in size. Employees must remove the pin for scheduled tours in such areas.

### **ARTICLE 25 - SAFETY AND HEALTH**

#### **SECTION 1. COMPANY RESPONSIBILITY**

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

#### **SECTION 2. EMPLOYEE RESPONSIBILITY**

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

#### **SECTION 3. COMPANY UNION COOPERATION**

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

(b) The Company and the Union recognize the importance of a safe and violence free work environment. In this regard, both parties agree to work cooperatively to prevent and address potential work place violence issues.

#### **SECTION 4. EXAMINATIONS**

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

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

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

- (1) When the Company needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening his/her health or safety or that of others;

(2) When the Company concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation;

(3) When the Company concludes it must acquire medical advice to determine whether a local, state, or federal health or safety standard can be satisfied;

(4) When the Company is obligated by law to assess, monitor and/or maintain a record of an employee's health status.

(5) Upon an employee's request, an employee shall be provided an opportunity to visit Health Services on the day of his/her injury and on paid time.

(d) Pursuant to Section 2 above, the Company reserves the right to require an employee to undergo an examination by a licensed physician or certified health care provider designated by the Company at the Company's request. If the employee disagrees with the medical opinion of the Company-designated physician or certified health care provider, the employee may select, at his/her expense, a physician or appropriate certified health care provider to conduct the Company-required medical or psychological examination. The results of that examination must be submitted to the Company-designated physician for concurrence. In the event the two (2) physicians cannot agree, the Company and the employee shall select a third physician from a panel of three (3) physicians supplied by the Company. The cost of the third physician will be paid by the Company.

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

(f) Employees enrolled in the Transitional Duty Program shall continue to be covered by the provisions of this Agreement.

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

#### **SECTION 5. IMMINENT DANGER**

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

### **ARTICLE 26 - WORK BY SUPERVISORS**

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

- (a) For emergency purposes.
- (b) In the instruction and training of employees or Supervisors.
- (c) Work of an experimental nature.
- (d) Testing materials and production.
- (e) Start up and closing down of operations.

- (f) To protect Company property and/or to ensure the safety of guests and/or employees.
- (g) To provide uninterrupted services in order to ensure a positive guest and/or employee experience.

Work by Supervisors as described by the provisions of this Article is not intended as a means by which the Company may eliminate any bargaining unit position(s) or shift(s). In the event the Union believes that the provisions of this Article have been violated, the Union may request an immediate meeting to resolve the matter with the appropriate representative of Management and the Labor Relations Executive or their designee. All grievances arising over an alleged violation shall be subject to the provision of Article 19 – Grievance Procedure.

## **ARTICLE 27 EMERGENCY WORK AND RUNNING REPAIRS BY EMPLOYEES**

### **SECTION 1. EMERGENCY WORK**

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

### **SECTION 2. RUNNING REPAIRS**

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

## **ARTICLE 28 - BULLETIN BOARDS**

The Company shall provide bulletin boards in all areas which are frequented by employees for the posting of official Union notices and a list thereof. The minimum size of the bulletin board will be 2' high by 3' wide for single bulletin boards and 3' high by 4' wide for double boards. The board shall be covered with glass and under lock and free of obstructions. A master key shall remain in the possession of a Department Head with copies provided to each affiliate Union of the Service Trades Council. These boards shall be used for the display of the following notices: Union meetings, Union appointments, Union elections and official Union social affairs and any Company issued information. The Union agrees not to post material of a derogatory nature regarding the Company or its personnel. It is agreed that no Union matter of any kind shall be posted in and about the premises of Walt Disney World Resort except on said Boards. It is agreed by the Union and Management that it is the responsibility of each employee to be knowledgeable of notices posted. All such Union notices shall bear a posting and a removal date.

## **ARTICLE 29 - SUBCONTRACTING**

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

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

## ARTICLE 30 - INTERPRETATION

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

## ARTICLE 31 - SEVERABILITY

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

## ARTICLE 32 – ALCOHOL AND DRUG ABUSE POLICY

For purposes of this Agreement, the terms “drug” or “drug tests” shall include both drugs and alcohol, as appropriate. The Employer and the Union recognize that many areas of the Employer's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers and its employees. As part of its effort to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

**SECTION 1.** The Company recognizes that employees have a right to privacy and that any adverse action taken against any employee for off-duty conduct shall take into account the employee's right to privacy and the impact of the employee's conduct on his/her job performance, the Company's reputation, or the public's perception of the Company's contract performance. Any disciplinary action for such drug-related conduct will be subject to the Grievance Procedure. With respect to any alleged off-duty related conduct, the arbitrator will be specifically instructed to balance the employee's right to privacy in his/her off-duty time with other legitimate job-related concerns in weighing the contractual propriety of disciplinary action.

**SECTION 2.** Bargaining unit employees will be subject to drug and alcohol testing under the following circumstances:

- (a) Where there is an objective reasonable basis that an employee has an in-system presence of any illegal drug, controlled substance or alcohol, hereinafter referred to as “substances”, while on duty or on Company property immediately preceding or following the work shift. For purposes of this Agreement, the terms “employee” or “bargaining unit employee” includes not only persons employed in positions covered by the STCU, collective bargaining agreement, but also persons being recalled into such positions.
- (b) As part of a post-accident investigation in cases where:
  - 1. The individual(s) subject to testing is directly linked to the accident.
  - 2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed \$4,500.00.

Testing associated with an accident will take place as soon as possible, under the circumstances.

- (c) A government agency duly concerned with Walt Disney World Co. (e.g., Department of Transportation, etc.) advises the Company that employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of future employment. In such instances, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with the government regulations and the procedures established by this Agreement and shall not commence until the Union and the Company have had a reasonable opportunity to discuss the impact of the government directive.
- (d) All employees working in safety sensitive classifications as determined by the Company will be subject to random drug and alcohol testing.
- (e) Random testing as part of follow-up to rehabilitation and only for a reasonable period of time after rehabilitation supervised by the Company's Employee Assistance Program, or any successor thereto, not to exceed one year. However, employees in classifications covered by the Department of Transportation (DOT) may be subject to additional testing as determined by the Procedures for Transportation Workplace Drug and Alcohol Testing Programs.
- (f) A random drug/alcohol testing program may be implemented for certain positions within this Agreement. If such a decision is made the Company will meet and agree with the affected individual Union affiliate regarding the positions subject to random drug/alcohol testing, the date of implementation and the logistics of the program. Employees transferring into any such position will be subject to drug testing prior to transfer. Such positions that are deemed to be subject to a random drug/alcohol testing pool will include testing of the same substances and at the same levels described in Section 9 below.
- (g) Employees transferring into positions for which the Company requires pre-employment testing will be subject to such testing prior to transfer.

**SECTION 3.** An employee will not be tested under Section 2(a) above unless his/her actions and/or conduct or other related circumstances provide an objective reasonable basis to believe that the employee may have ingested drugs or alcohol and/or is suffering from impairment that will in some way adversely affect his/her alertness, coordination, reaction, response, safety, or the safety of others, while on duty or on Company property. Where possible, this shall be discussed with the Union Shop Steward. Such observation will be confirmed by another member of supervision wherever possible and will be documented. Employees will not be subject to such testing without the express consent of a senior member of Management different from the observation Supervisor.

**SECTION 4.** Any employee directed for testing shall be advised of his/her right to the presence of a Shop Steward before any pre-test meetings with Management. Provided a Shop Steward has been requested and is available, no specimen will be collected until the Shop Steward can discuss the matter with Management. The Union agrees that the procedures described in Sections 3 and 4 shall not operate in a manner that will impede timely collection of a biological specimen. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

**SECTION 5.** Any employee who tests negative to any drug test under this Agreement (other than follow-up testing to rehabilitation) shall be compensated for all lost time, at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of premium eligibility.

**SECTION 6.** Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the Company will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Company has a specific objective reason



to believe that the employee may attempt to contaminate a test specimen. Any evidence of any form of tampering, altering, or diluting of a specimen will result in discharge.

**SECTION 7.** Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the Company to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

If a dispute should arise over the selection of drug test laboratories, such dispute shall be resolved by arbitration. The laboratory(s) selected must, upon request, identify the drugs tested for, the methods used, the manufacturers of the test, the analytical limits and levels used, the methods of reporting results and the chain of custody procedures used to produce forensically acceptable test results. To be qualified under this section, the laboratory must participate in a program of "blind proficiency" testing where they analyze samples sent by an independent party.

**SECTION 8.** Specimen collection shall be accomplished at laboratory facilities certified by the U.S. Department of Health and Human Services under the National Laboratory Certification Program and designated by the Employer.

All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical Review Officer prior to release to the Company. The Medical Review Officer, upon written request from the employee, will report test results to the Union Business Agent.

**SECTION 9.** The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be the same as those called out in the Federal Register, and may be modified whenever changed by the Department of Health and Human Services as advances in technology or other considerations warrant identification of new substances and/or concentrations.

In the event that the Company elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the Company will give the Union written notice of the test methodology used and the threshold levels employed. Positive thresholds for any other test methodologies will be reviewed with the Union before they are applied. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration. It will be the burden of the Company to establish the acceptability of the test and the reasonableness of the threshold.

**SECTION 10.** The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the Union or the Employer. Any re-analysis performed will be done on the original sample provided. The Medical Review Officer shall endeavor to notify the Employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result. Additionally or as an alternative, the employee may have the sample tested at a certified laboratory of his/her choice. Should this test result be negative, the test results will be considered negative.

**SECTION 11.** Initial tests and re-analysis requested by the Company will be paid by the Company; costs of re-analysis for reconciliation will be split between the employee and the Company. In the event the initial test is proven to be a false positive the employee shall be reimbursed for cost of test procedures paid for by the employee.

**SECTION 12.** The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the Company to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

**SECTION 13.** Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this policy if a test reveals the presence of alcohol at a level of .08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than .08%, the results of the test will be considered along with all other relevant information (e.g. employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this policy. The presumption regarding the presence of alcohol of less than .05% by weight is rebuttable based on consideration of all other relevant information (e.g., employee conduct, speech, performance, etc.). The Company bears the burden of proof in rebutting such presumption. In the event an employee objects to alcohol testing by blood sample, the Company will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.

The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and which is operated by a certified technician, shall be conclusive proof of the accuracy of the results.

Furthermore, the Company reserves the right to abandon blood samples in favor of the alcohol breath analyzer referenced above.

**SECTION 14.** Any employee who has a confirmed positive test will be required to participate in the Employee Assistance Program (EAP). Failure to seek and receive EAP assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. If an employee is subject to disciplinary action under existing practices, the use of substances shall not be a defense to circumvent existing practices or to avoid disciplinary action. Participation in the EAP shall be taken into account in considering appropriate disciplinary action. No employee shall be discharged as a result of a positive drug or alcohol test pursuant to Section 2(a), (b), (e) or (f) above, so long as he or she agrees to participate in an EAP, the cost of which will be covered by Company-provided health insurance to the extent required by the plan terms. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation through the EAP for substances on the same basis as it is granted for other medical conditions.

**SECTION 15.** Test results shall be communicated by the Medical Review Officer, or the designated Company representative. The Company shall be responsible for maintaining confidentiality of test records and test results will be communicated to job site Management strictly on a "need to know" basis. Employee drug test records shall not be released outside the Walt Disney World Co. medical department unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. Copies of such reports will be provided to the Union when authorized in writing by the affected employee.

**SECTION 16.** Except in the case of a positive random test after referral to the EAP which shall be conclusive proof of just cause for termination, when and if it becomes necessary to impose discipline for drug-related conduct or job performance, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds written consent as to particular documents personal to him/her, the Company agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this policy, neither the Company nor the Union waives any legal rights. The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

**SECTION 17.** The Company shall provide education for Management personnel regarding observation techniques, the availability and desirability of the Employee Assistance Programs and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining

confidentiality of all drug-related information and referring employees who may have a problem to appropriate counseling.

**SECTION 18.** The Company agrees that it shall indemnify and hold the Union harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way are related to, the Union's negotiation or participation in the foregoing drug policy applicable to bargaining unit employees and applicants, or the Company's activities in carrying out this drug testing program.

## **ARTICLE 33 - LABOR/MANAGEMENT OPERATIONS AND SAFETY COMMITTEE**

The Company and the Union recognize the mutual benefit of meetings of representatives from both parties. Therefore, the parties agree to establish joint Labor/Management Committees to maintain open lines of communication and to discuss and resolve issues. Each Committee will be co-chaired by the Chief Officer of the affected Affiliate Union or his/her designee, and the designated Executive from Operations or his/her designee. It is understood and agreed the Committee will not have the authority to receive or resolve grievances or engage in collective bargaining. The Company and the Union will agree on the number of core committee attendees for each Committee and the frequency for each Committee by line of business, job classification, or work location. Either party, within reason, may invite appropriate subject matter experts deemed necessary. Shop Stewards designated by the Union to attend the Committee meeting during his/her scheduled shift will be paid for the time attending the meeting.

Agenda items will be submitted by the parties in advance of the meetings. Each meeting will contain the Agenda item of Safety. The Committee may consider the following as it relates to workplace safety:

- (a) Evaluation of health and safety issues through means such as, but not limited to, examination of records, inspections, and employee interviews;
- (b) To identify additional or improved health and safety training needs;
- (c) To meet with and make recommendations to the G.M./Director with operational responsibility for the area in question regarding (a) and (b) above.

## **ARTICLE 34 - TERM OF AGREEMENT**

### **SECTION 1. TERM**

This Agreement, and any further amendment or supplement hereto, shall be in full force and effect from September 24, 2017 through October 1, 2022, and from year to year thereafter, subject to the right of either party to terminate the same at the anniversary of October 1 following October 1, 2022 upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination.

### **SECTION 2. COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as provided specifically in Section 2 or 3 of this Article, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written.

**FOR THE SERVICE TRADES COUNCIL UNION:**

/s/ Matt Hollis \_\_\_\_\_  
(Matt Hollis)  
Service Trades Council Union President  
Transportation Communications Union/IAM, Lodge 1908  
AFL-CIO

/s/ Juleeann Jerkovich \_\_\_\_\_  
(Juleeann Jerkovich)  
Secretary/Treasurer  
United Food & Commercial Workers, Local 1625

/s/ Clay Jeffries \_\_\_\_\_  
(Clay Jeffries)  
President  
International Brotherhood of Teamsters, Local 385

/s/ Paul Cox \_\_\_\_\_  
(Paul Cox)  
President  
International Alliance of Theatrical Stage Employees, Local 631  
AFL-CIO

/s/ Eric Clinton \_\_\_\_\_  
(Eric Clinton)  
President  
UNITE HERE! Local 362

/s/ Jeremy Haicken \_\_\_\_\_  
(Jeremy Haicken)  
President  
UNITE HERE! Local 737

## **FOR THE AFFILIATED SERVICE TRADES COUNCIL UNIONS:**

### **Local 737**

Jeremy Haicken, President  
Hector Jordan, Vice President  
Angela McKinnon, Financial Secretary Treasurer  
Marie Mauvais, Recording Secretary

### **International Brotherhood of Teamsters, Local 385**

Clay Jeffries – President  
Walt Howard – Vice President  
Gary Brown – Business Agent

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

Eric Clinton, President  
Jeremy Yassen, Vice-President  
Alice-Marie Tucker, DHS VP  
Mark Henry, MK TTC VP  
Charles Balliet, MK TTC VP  
Dawn Sutherland, DAK VP  
Melissa Robson, MK Tomorrowland  
Michael Beaver, MK Tomorrowland  
Rob Wilkins, MK Ad/Lib  
Gabriella Alcantara, MK Frontierland  
Madeline Johnson, DAK Kilimanjaro  
Travis Joyner, DAK Kilimanjaro  
Lillian Vasquez, DAK Asia  
Rick Barnes, DAK Auto Plaza  
Jessica Lella, DAK Dinoland  
Diego Henry, DAK Dinoland  
Krysta White, DAK Pandora  
Adam Beaton, DHS Toy Story  
Luis Rivera, DHS Theatre Ops.  
Janice Butler, Epcot WSC  
William Forgit, Epcot Support Services  
Evelyn Sims, Epcot FW Custodial  
Celia Rocha, Epcot WSC Custodial  
Josh Mullett, DHS Custodial  
Kim Hanely, DAK Custodial  
Michael Giancini, DAK Third Shift Custodial  
Jennifer Marquez, Typhoon Lagoon Custodial  
Jean Julionex Louis, MK Custodial  
Alex De La Torre, MK Custodial  
Meghan Williams, MK Custodial  
Edner Aloudior, MK Custodial

### **International Alliance of Theatrical Stage Employees, Local 631, AFL-CIO**

Brian J. Lawlor – International Representative  
Paul Cox – President  
Barry Tillis – Vice-President  
Jamie Baylor – Assistant Business Agent  
Serena James - Steward

### **United Food & Commercial Workers, Local 1625**

Ed Chambers – President  
Juleeann Jerkovich – Secretary-Treasurer

**Transportation Communications Union/IAM Lodge 1908, AFL-CIO**

Matthew Hollis - National Vice President

Ben Ramirez - National Field Representative

William White – National Field Representative

Staci Bowermeister Shkoler – National Field Representative

**FOR THE COMPANY:**

/s/ J. Robbin Almand \_\_\_\_\_

(J. Robbin Almand)

Vice President, Labor Relations

Walt Disney Parks and Resorts, U.S.

**WALT DISNEY PARKS AND RESORTS U.S. NEGOTIATING COMMITTEE:**

J. Robbin Almand

Thomas Mazloun

Bill Pace

Christie Sutherland

David Hunter

Deborah Montague

Greg Becker

Janet Burnley

Jessica Vanderbrook

Julia Gatewood

Kristin McLean

Madison Meltz

Mark Bartschi

Mary K. Hayes

Matt Demchak

Patrick Doubleday

Sheri Torres

Sue Davis

# Addendum A

Non-Tipped Classifications	Eff 9/24/2017 <sup>2</sup>		90 Days after Rat. <sup>4</sup>		180 Days after Rat. <sup>4</sup>		Eff 9/29/2019 <sup>4</sup>		Eff 10/4/2020 <sup>4</sup>		Eff 10/3/2021 <sup>4</sup>	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
ATTRACTION HH	\$10.00	\$15.12	\$11.00	\$16.12	\$12.00	\$17.12	\$13.00	\$17.87	\$14.00	\$18.82	\$15.00	\$19.37
ATTRACTION HH KSR	\$11.00	\$16.12	\$12.00	\$17.12	\$13.00	\$18.12	\$14.00	\$18.87	\$15.00	\$19.62	\$16.00	\$20.37
ATTRACTION HH TRAILS	\$10.50	\$15.62	\$11.50	\$16.62	\$12.50	\$17.62	\$13.50	\$18.37	\$14.50	\$19.12	\$15.50	\$19.87
BANQUET FACILITY HIGH RATE OVERRIDE	\$10.55	\$16.18	\$11.00	\$17.18	\$12.00	\$18.18	\$13.00	\$18.93	\$14.00	\$19.68	\$15.00	\$20.43
BOUQUET HOSTESS	\$10.90	\$15.55	\$11.25	\$16.55	\$12.25	\$17.55	\$13.25	\$18.30	\$14.25	\$19.05	\$15.25	\$19.80
BUS DRIVER	\$12.65	\$18.71	\$14.00	\$19.71	\$15.00	\$20.71	\$16.00	\$21.46	\$17.00	\$22.21	\$18.00	\$22.96
BUS DRIVER DISPATCHER	\$14.15	\$20.25	\$15.50	\$21.25	\$16.50	\$22.25	\$17.50	\$23.00	\$18.50	\$23.75	\$19.50	\$24.50
CHARACTER ATTENDANT	\$10.00	\$15.14	\$11.00	\$16.14	\$12.00	\$17.14	\$13.00	\$17.89	\$14.00	\$18.64	\$15.00	\$19.39
CHARACTER CAPTAIN	\$12.45	\$17.56	\$12.45	\$18.56	\$13.45	\$19.56	\$14.45	\$20.31	\$15.45	\$21.06	\$16.45	\$21.81
CHARACTER PERFORMER	\$11.10	\$15.86	\$11.55	\$16.86	\$12.55	\$17.86	\$13.55	\$18.61	\$14.55	\$19.36	\$15.55	\$20.11
CHEF ASSISTANT	\$13.95	\$19.24	\$16.00	\$20.24	\$17.00	\$21.24	\$18.00	\$21.99	\$19.00	\$22.74	\$20.00	\$23.49
CHEF ASSISTANT BANQUETS	\$14.45	\$19.75	\$16.50	\$20.75	\$17.50	\$21.75	\$18.50	\$22.50	\$19.50	\$23.25	\$20.50	\$24.00
CHEF ASSISTANT CHOCOLATIER	\$14.35	\$19.65	\$16.40	\$20.65	\$17.40	\$21.65	\$18.40	\$22.40	\$19.40	\$23.15	\$20.40	\$23.90
CHEF ASSISTANT PASTRY/BAKERY	\$13.95	\$19.24	\$16.00	\$20.24	\$17.00	\$21.24	\$18.00	\$21.99	\$19.00	\$22.74	\$20.00	\$23.49
CHEF ASSISTANT PASTRY/BAKERY BANQUET	\$14.45	\$19.75	\$16.50	\$20.75	\$17.50	\$21.75	\$18.50	\$22.50	\$19.50	\$23.25	\$20.50	\$24.00
CHEF ASSISTANT SIGNATURE RESTAURANT	\$14.45	\$19.75	\$17.00	\$21.24	\$18.00	\$22.24	\$19.00	\$22.99	\$20.00	\$23.74	\$21.00	\$24.49
CHILDREN ACTIVITIES HH	\$10.00	\$15.40	\$11.00	\$16.40	\$12.00	\$17.40	\$13.00	\$18.15	\$14.00	\$18.90	\$15.00	\$19.65
CHOCOLATIER HH	\$13.35	\$18.25	\$15.40	\$19.25	\$16.40	\$20.25	\$17.40	\$21.00	\$18.40	\$21.75	\$19.40	\$22.50
CONSTRUCTION SEWING SPECIALIST 1	\$10.75	\$16.30	\$11.40	\$17.30	\$12.40	\$18.30	\$13.40	\$19.05	\$14.40	\$19.80	\$15.40	\$20.55
CONSTRUCTION SEWING SPECIALIST 2	\$10.53	\$16.10	\$11.25	\$17.10	\$12.25	\$18.10	\$13.25	\$18.85	\$14.25	\$19.60	\$15.25	\$20.35
CONSTRUCTION SEWING SPECIALIST 3	\$10.10	\$15.55	\$11.00	\$16.55	\$12.00	\$17.55	\$13.00	\$18.30	\$14.00	\$19.05	\$15.00	\$19.80
CONSTRUCTION SUPPORT SPECIALIST	\$11.50	\$17.29	\$11.50	\$18.29	\$12.50	\$19.29	\$13.50	\$20.04	\$14.50	\$20.79	\$15.50	\$21.54
CONVENTION GUIDE	\$10.15	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
COOK 1	\$12.95	\$17.83	\$15.00	\$18.83	\$16.00	\$19.83	\$17.00	\$20.58	\$18.00	\$21.33	\$19.00	\$22.08
COOK 1 PASTRY/BAKERY	\$12.95	\$17.83	\$15.00	\$18.83	\$16.00	\$19.83	\$17.00	\$20.58	\$18.00	\$21.33	\$19.00	\$22.08
COOK 1 SIGNATURE RESTAURANT			\$16.00	\$19.83	\$17.00	\$20.83	\$18.00	\$21.58	\$19.00	\$22.33	\$20.00	\$23.08
COOK 2	\$11.40	\$16.10	\$12.40	\$17.10	\$13.40	\$18.10	\$14.40	\$18.85	\$15.40	\$19.60	\$16.40	\$20.35
COOK 2 PASTRY/BAKERY	\$11.40	\$16.10	\$12.40	\$17.10	\$13.40	\$18.10	\$14.40	\$18.85	\$15.40	\$19.60	\$16.40	\$20.35
COSMETOLOGIST	\$12.90	\$19.11	\$12.90	\$20.11	\$13.90	\$21.11	\$14.90	\$21.86	\$15.90	\$22.61	\$16.90	\$23.36
COSTUME ASSISTANT 1	\$10.75	\$16.30	\$11.40	\$17.30	\$12.40	\$18.30	\$13.40	\$19.05	\$14.40	\$19.80	\$15.40	\$20.55
COSTUME ASSISTANT 2	\$10.50	\$16.10	\$11.25	\$17.10	\$12.25	\$18.10	\$13.25	\$18.85	\$14.25	\$19.60	\$15.25	\$20.35
COSTUME ASSISTANT 3	\$10.05	\$15.55	\$11.00	\$16.55	\$12.00	\$17.55	\$13.00	\$18.30	\$14.00	\$19.05	\$15.00	\$19.80
COSTUME CAM SPECIALIST 1	\$17.10	\$24.43	\$19.10	\$25.43	\$20.10	\$26.43	\$21.10	\$27.23	\$22.10	\$28.05	\$23.10	\$28.90
COSTUME CAM SPECIALIST 2	\$14.05	\$20.48	\$16.05	\$21.48	\$17.05	\$22.48	\$18.05	\$23.23	\$19.05	\$23.98	\$20.05	\$24.73
COSTUME HH	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
COSTUME SPECIALIST	\$10.10	\$15.40	\$11.00	\$16.40	\$12.00	\$17.40	\$13.00	\$18.15	\$14.00	\$18.90	\$15.00	\$19.65
COSTUME SPECIALIST SR	\$10.20	\$15.67	\$11.00	\$16.67	\$12.00	\$17.67	\$13.00	\$18.42	\$14.00	\$19.17	\$15.00	\$19.92
COSTUMING FIRST HAND 1	\$17.10	\$24.43	\$19.10	\$25.43	\$20.10	\$26.43	\$21.10	\$27.23	\$22.10	\$28.05	\$23.10	\$28.90
COSTUMING FIRST HAND 2	\$14.05	\$20.48	\$16.05	\$21.48	\$17.05	\$22.48	\$18.05	\$23.23	\$19.05	\$23.98	\$20.05	\$24.73
COT 1 CHEF ASSISTANT	\$15.30	\$21.10	\$17.35	\$22.10	\$18.35	\$23.10	\$19.35	\$23.85	\$20.35	\$24.60	\$21.35	\$25.35
COT 2 BUS DRIVER	\$14.15	\$19.85	\$15.50	\$20.85	\$16.50	\$21.85	\$17.50	\$22.60	\$18.50	\$23.35	\$19.50	\$24.10
COT 3 LIFE GUARD/MONORAIL/WATERCRAFT <sup>1</sup>	\$12.85	\$18.43	\$13.85	\$20.07	\$14.85	\$21.07	\$15.85	\$21.82	\$16.85	\$22.57	\$17.85	\$23.32
COT 4 <sup>1</sup>	\$12.35	\$17.91	\$13.50	\$19.54	\$14.50	\$20.54	\$15.50	\$21.29	\$16.50	\$22.04	\$17.50	\$22.79
CUSTODIAL CAMPGROUND HH	\$10.65	\$15.65	\$11.65	\$16.65	\$12.65	\$17.65	\$13.65	\$18.40	\$14.65	\$19.15	\$15.65	\$19.90
CUSTODIAL HH	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
CUSTODIAL HH TCU	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
CUSTODIAL UTILITY HH	\$10.40	\$15.40	\$11.40	\$16.40	\$12.40	\$17.40	\$13.40	\$18.15	\$14.40	\$18.90	\$15.40	\$19.65
CUSTODIAL UTILITY HH TCU	\$10.40	\$15.40	\$11.40	\$16.40	\$12.40	\$17.40	\$13.40	\$18.15	\$14.40	\$18.90	\$15.40	\$19.65
CUSTODIAL WATER TANK/TRASH TRUCK	\$12.05	\$17.61	\$12.05	\$18.61	\$13.05	\$19.61	\$14.05	\$20.36	\$15.05	\$21.11	\$16.05	\$21.86
DATA MAINTENANCE	\$11.25	\$16.37	\$12.25	\$17.37	\$13.25	\$18.37	\$14.25	\$19.12	\$15.25	\$19.87	\$16.25	\$20.62
DATA MAINTENANCE FLORAL	\$11.25	\$16.39	\$12.25	\$17.39	\$13.25	\$18.39	\$14.25	\$19.14	\$15.25	\$19.89	\$16.25	\$20.64
ENTERTAINMENT TECH 1	\$16.25	\$23.33	\$17.25	\$24.33	\$18.25	\$25.33	\$19.25	\$26.09	\$20.25	\$26.88	\$21.25	\$27.69
ENTERTAINMENT TECH 2	\$14.40	\$21.22	\$15.40	\$22.22	\$16.40	\$23.22	\$17.40	\$23.97	\$18.40	\$24.72	\$19.40	\$25.47
ENTERTAINMENT TECH 3	\$13.00	\$19.50	\$14.00	\$20.50	\$15.00	\$21.50	\$16.00	\$22.25	\$17.00	\$23.00	\$18.00	\$23.75
ENTERTAINMENT TECH 4	\$11.65	\$17.66	\$12.65	\$18.66	\$13.65	\$19.66	\$14.65	\$20.41	\$15.65	\$21.16	\$16.65	\$21.91

ENTERTAINMENT TECH RIGGER	\$19.25	\$26.42	\$20.25	\$27.42	\$21.25	\$28.42	\$22.25	\$29.28	\$23.25	\$30.16	\$24.25	\$31.07
ENVIRONMENTAL RECYCLING H/H	\$11.50	\$16.50	\$11.50	\$17.50	\$12.50	\$18.50	\$13.50	\$19.25	\$14.50	\$20.00	\$15.50	\$20.75
FISHING GUIDE H/H	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
FLORAL DESIGNER 1	\$11.80	\$17.66	\$11.80	\$18.66	\$12.80	\$19.66	\$13.80	\$20.41	\$14.80	\$21.16	\$15.80	\$21.91
FLORAL DESIGNER 2	\$10.30	\$15.67	\$11.00	\$16.67	\$12.00	\$17.67	\$13.00	\$18.42	\$14.00	\$19.17	\$15.00	\$19.92
FLORAL H/H	\$10.00	\$15.14	\$11.00	\$16.14	\$12.00	\$17.14	\$13.00	\$17.89	\$14.00	\$18.64	\$15.00	\$19.39
FLORAL SALES H/H	\$10.15	\$15.59	\$11.00	\$16.59	\$12.00	\$17.59	\$13.00	\$18.34	\$14.00	\$19.09	\$15.00	\$19.84
FOOD & BEV H/H	\$10.15	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
FOOD & BEV STEWARD	\$10.00	\$15.05	\$11.00	\$16.05	\$12.00	\$17.05	\$13.00	\$17.80	\$14.00	\$18.55	\$15.00	\$19.30
FOOD & BEV STEWARD PEO	\$11.00	\$16.05	\$12.00	\$17.05	\$13.00	\$18.05	\$14.00	\$18.80	\$15.00	\$19.55	\$16.00	\$20.30
FOOD HANDLER	\$10.55	\$16.14	\$11.00	\$17.14	\$12.00	\$18.14	\$13.00	\$18.89	\$14.00	\$19.64	\$15.00	\$20.39
FOOD SERVICE OSR H/H	\$10.15	\$15.55	\$11.00	\$16.55	\$12.00	\$17.55	\$13.00	\$18.30	\$14.00	\$19.05	\$15.00	\$19.80
FOOD SERVICE OSR H/H MK	\$10.90	\$16.30	\$11.75	\$17.30	\$12.75	\$18.30	\$13.75	\$19.05	\$14.75	\$19.80	\$15.75	\$20.55
FOOD SERVICE OSR SPEC BEV H/H	\$10.45	\$15.85	\$11.30	\$16.85	\$12.30	\$17.85	\$13.30	\$18.60	\$14.30	\$19.35	\$15.30	\$20.10
FOOD SERVICE OSR SPEC BEV H/H MK	\$11.20	\$16.60	\$12.05	\$17.60	\$13.05	\$18.60	\$14.05	\$19.35	\$15.05	\$20.10	\$16.05	\$20.85
FRIENDSHIPS/SASSAGOUA H/H <sup>1</sup>	\$11.20	\$16.72	\$12.20	\$17.72	\$13.20	\$18.72	\$14.20	\$19.47	\$15.20	\$20.22	\$16.20	\$20.97
GARMENT CUTTER 1	\$11.50	\$17.29	\$11.50	\$18.29	\$12.50	\$19.29	\$13.50	\$20.04	\$14.50	\$20.79	\$15.50	\$21.54
GARMENT CUTTER 2	\$10.50	\$16.10	\$11.25	\$17.10	\$12.25	\$18.10	\$13.25	\$18.85	\$14.25	\$19.60	\$15.25	\$20.35
HAIR & MAKEUP ASSOCIATE	\$11.80	\$17.66	\$11.80	\$18.66	\$12.80	\$19.66	\$13.80	\$20.41	\$14.80	\$21.16	\$15.80	\$21.91
HAT SPECIALIST 1	\$11.05	\$16.71	\$11.40	\$17.71	\$12.40	\$18.71	\$13.40	\$19.46	\$14.40	\$20.21	\$15.40	\$20.96
HAT SPECIALIST 2	\$10.50	\$16.10	\$11.25	\$17.10	\$12.25	\$18.10	\$13.25	\$18.85	\$14.25	\$19.60	\$15.25	\$20.35
INNOVENTIONS PRESENTER H/H	\$11.00	\$16.12	\$12.00	\$17.12	\$13.00	\$18.12	\$14.00	\$18.87	\$15.00	\$19.62	\$16.00	\$20.37
LAUNDRY ADVANCED ASSISTANT	\$10.20	\$15.40	\$11.00	\$16.40	\$12.00	\$17.40	\$13.00	\$18.15	\$14.00	\$18.90	\$15.00	\$19.65
LAUNDRY ASSISTANT	\$10.00	\$15.14	\$11.00	\$16.14	\$12.00	\$17.14	\$13.00	\$17.89	\$14.00	\$18.64	\$15.00	\$19.39
LAUNDRY DRY CLEAN/VALET SPECIALIST	\$11.80	\$17.66	\$11.80	\$18.66	\$12.80	\$19.66	\$13.80	\$20.41	\$14.80	\$21.16	\$15.80	\$21.91
LAUNDRY DRY CLEAN/VALET/SPOTTER SPEC	\$13.45	\$19.80	\$13.45	\$20.80	\$14.45	\$21.80	\$15.45	\$22.55	\$16.45	\$23.30	\$17.45	\$24.05
LAUNDRY HELPER	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
LAUNDRY PRESSER	\$10.40	\$15.67	\$11.00	\$16.67	\$12.00	\$17.67	\$13.00	\$18.42	\$14.00	\$19.17	\$15.00	\$19.92
LAUNDRY SPECIALIST	\$10.40	\$15.67	\$11.00	\$16.67	\$12.00	\$17.67	\$13.00	\$18.42	\$14.00	\$19.17	\$15.00	\$19.92
LAUNDRY SPECIALIST SR	\$10.50	\$16.10	\$11.25	\$17.10	\$12.25	\$18.10	\$13.25	\$18.85	\$14.25	\$19.60	\$15.25	\$20.35
LAUNDRY SYSTEMS OPERATOR	\$11.25	\$16.98	\$11.25	\$17.98	\$12.25	\$18.98	\$13.25	\$19.73	\$14.25	\$20.48	\$15.25	\$21.23
LAUNDRY SYSTEMS OPERATOR SR	\$11.80	\$17.66	\$11.80	\$18.66	\$12.80	\$19.66	\$13.80	\$20.41	\$14.80	\$21.16	\$15.80	\$21.91
LAUNDRY VALET SPECIALIST	\$10.50	\$16.10	\$11.25	\$17.10	\$12.25	\$18.10	\$13.25	\$18.85	\$14.25	\$19.60	\$15.25	\$20.35
LIFEGUARD ADVANCED RESCUE PATROL	\$11.65	\$16.65	\$12.65	\$17.65	\$13.65	\$18.65	\$14.65	\$19.40	\$15.65	\$20.15	\$16.65	\$20.90
LIFEGUARD DEEP WATER	\$11.25	\$16.41	\$12.25	\$17.41	\$13.25	\$18.41	\$14.25	\$19.16	\$15.25	\$19.91	\$16.25	\$20.66
LIFEGUARD SHALLOW WATER	\$10.25	\$15.67	\$11.25	\$16.67	\$12.25	\$17.67	\$13.25	\$18.42	\$14.25	\$19.17	\$15.25	\$19.92
MILLINER	\$12.90	\$19.11	\$12.90	\$20.11	\$13.90	\$21.11	\$14.90	\$21.86	\$15.90	\$22.61	\$16.90	\$23.36
MONORAIL CENTRAL CONTROLLER	\$13.70	\$20.74	\$14.70	\$21.74	\$15.70	\$22.74	\$16.70	\$23.49	\$17.70	\$24.24	\$18.70	\$24.99
MONORAIL H/H <sup>1</sup>	\$11.45	\$17.35	\$12.45	\$18.35	\$13.45	\$19.35	\$14.45	\$20.10	\$15.45	\$20.85	\$16.45	\$21.80
OPS SEWING SPECIALIST 1	\$10.53	\$16.10	\$11.40	\$17.10	\$12.40	\$18.10	\$13.40	\$18.85	\$14.40	\$19.60	\$15.40	\$20.35
OPS SEWING SPECIALIST 2	\$10.35	\$15.67	\$11.25	\$16.67	\$12.25	\$17.67	\$13.25	\$18.42	\$14.25	\$19.17	\$15.25	\$19.92
OPS SEWING SPECIALIST 3	\$10.10	\$15.40	\$11.00	\$16.40	\$12.00	\$17.40	\$13.00	\$18.15	\$14.00	\$18.90	\$15.00	\$19.65
PARKING H/H	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
PARTY FACILITATOR H/H	\$10.00	\$15.40	\$11.00	\$16.40	\$12.00	\$17.40	\$13.00	\$18.15	\$14.00	\$18.90	\$15.00	\$19.65
PIRATE H/H	\$10.90	\$15.55	\$11.25	\$16.55	\$12.25	\$17.55	\$13.25	\$18.30	\$14.25	\$19.05	\$15.25	\$19.80
POOL ATTENDANT	\$10.10	\$15.67	\$11.00	\$16.67	\$12.00	\$17.67	\$13.00	\$18.42	\$14.00	\$19.17	\$15.00	\$19.92
RANCH HAND <sup>1</sup>	\$12.30	\$17.66	\$12.30	\$18.66	\$13.30	\$19.66	\$14.30	\$20.41	\$15.30	\$21.16	\$16.30	\$21.91
RANCH HAND HELPER	\$10.00	\$15.55	\$11.00	\$16.55	\$12.00	\$17.55	\$13.00	\$18.30	\$14.00	\$19.05	\$15.00	\$19.80
RECREATION H/H	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
RESORT BELL SERVICES DISPATCHER	\$10.50	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
RESORT CONCIERGE H/H <sup>1</sup>	\$11.35	\$16.20	\$11.70	\$17.20	\$12.70	\$18.20	\$13.70	\$18.95	\$14.70	\$19.70	\$15.70	\$20.45
RESORT FRONT DESK ADVISOR	\$12.85	\$17.72	\$13.20	\$18.72	\$14.20	\$19.72	\$15.20	\$20.47	\$16.20	\$21.22	\$17.20	\$21.97
RESORT HOSPITALITY H/H	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
RESORT HOUSEKEEPING H/H	\$10.50	\$15.37	\$13.00	\$16.37	\$14.00	\$17.37	\$15.00	\$18.12	\$16.00	\$18.87	\$17.00	\$19.62
RESORT HOUSEPERSON	\$10.15	\$15.37	\$11.75	\$16.37	\$12.75	\$17.37	\$13.75	\$18.12	\$14.75	\$18.87	\$15.75	\$19.62
RESORT SPA & FITNESS H/H	\$10.85	\$15.67	\$11.25	\$16.67	\$12.25	\$17.67	\$13.25	\$18.42	\$14.25	\$19.17	\$15.25	\$19.92
RESORT THEMED DOORMAN	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
ROAMER H/H	\$10.00	\$15.12	\$11.00	\$16.12	\$12.00	\$17.12	\$13.00	\$17.87	\$14.00	\$18.62	\$15.00	\$19.37
SALES H/H	\$10.00	\$15.12	\$11.00	\$16.12	\$12.00	\$17.12	\$13.00	\$17.87	\$14.00	\$18.62	\$15.00	\$19.37
SALES H/H PERSONALIZATION	\$10.50	\$15.62	\$11.50	\$16.62	\$12.50	\$17.62	\$13.50	\$18.37	\$14.50	\$19.12	\$15.50	\$19.87
SLIDE OPERATOR	\$10.00	\$15.12	\$11.00	\$16.12	\$12.00	\$17.12	\$13.00	\$17.87	\$14.00	\$18.62	\$15.00	\$19.37
VACATION GREETER	\$10.00	\$15.00	\$11.00	\$16.00	\$12.00	\$17.00	\$13.00	\$17.75	\$14.00	\$18.50	\$15.00	\$19.25
VACATION PLANNER	\$10.41	\$15.86	\$11.00	\$16.86	\$12.00	\$17.86	\$13.00	\$18.61	\$14.00	\$19.36	\$15.00	\$20.11
VACATION PLANNER FULFILLMENT	\$10.91	\$16.36	\$11.00	\$17.36	\$12.00	\$18.36	\$13.00	\$19.11	\$14.00	\$19.86	\$15.00	\$20.61
WATERCRAFT H/H <sup>1</sup>	\$11.85	\$17.62	\$12.85	\$18.62	\$13.85	\$19.62	\$14.85	\$20.37	\$15.85	\$21.12	\$16.85	\$21.87



<sup>1</sup> Effective on the Sunday prior to 90 days after ratification, the following classifications will be combined. In each case, the highest rate of each classification being merged at each level of longevity will prevail.

COT 3 LIFEGUARD and COT 6 MONORAIL/WATERCRAFT will be merged. The new classification will be called COT 3 LIFEGUARD/MONORAIL/WATERCRAFT.

COT 4, COT 5 FRIENDSHIP/SASSAGOULA, and COT 7 CHARACTERS will be merged. The new classification will be called COT 4.

FRIENDSHIP/SASSAGOULA H/H 1 and FRIENDSHIP/SASSAGOULA H/H 2 will be merged. The new classification will be called FRIENDSHIP/SASSAGOULA H/H.

MONORAIL H/H 1, MONORAIL H/H 2, MONORAIL H/H 3, and MONORAIL H/H 4 will be merged. The new classification will be called MONORAIL H/H.

WATERCRAFT H/H 1, WATERCRAFT H/H 2, and WATERCRAFT H/H 3 will be merged. The new classification will be called WATERCRAFT H/H.

RANCH HAND and RANCH HAND SR will be merged. The new classification will be called RANCH HAND.

<sup>2</sup> Effective within two weeks of ratification, the RESORT GUEST SERVICE H/H classification will be retired, and all Cast Members statused to that role will be transferred to RESORT CONCIERGE H/H.

<sup>3</sup> Cast Members will receive a lump sum payment representing retroactive increases to their job classification based on all paid hours while statused to a FT or PT Non-Tipped STCU classification, including overtime, vacation, etc. from September 24, 2017 until the implementation date.

<sup>4</sup> Cast Members who are statused to a FT or PT STCU role on the day prior to the effective dates listed above will be eligible to receive the designated Common Date Annual increase for their statused classification. For dates relative to ratification, the Sunday prior will be used as the effective date.

Where applicable, independent Coordinator classifications may also exist at a rate \$1.50 above the relevant classification used as a basis.

The Company may continue and/or implement the following hiring and/or retention initiatives including, but not limited to, hiring and/or retention bonus payments, hiring referral program incentives, relocation assistance, and any other incentive and/or retention initiative deemed appropriate by the Company to meet hiring and retention needs.

Wage rates may be periodically increased for any Classification, but the Company agrees that in such instances, the Company will notify the Union and discuss proposed increases prior to implementation. If the minimum rate is increased above the wage rate of any current Employees in the same classification, the current Employee's rate would be automatically adjusted to at least the new min. rate.

## Addendum A (Full Time)

### *Tipped Classifications*

**Tipped employees hired prior to October 30, 1988 and who have remained in a tipped classification**

Job Classification	Effective 12/30/2018	Effective 12/29/2019	Effective 12/27/2020	Effective 12/26/2021
Banquet Facility H/H (T)	\$6.90	\$7.05	\$7.20	\$7.35
Banquet Service H/H (T)	\$5.55	\$5.70	\$5.85	\$6.00
Banquet Service H/H (T) 7(i)	\$5.55	\$5.70	\$5.85	\$6.00
Beverage Captain (T)	\$7.10	\$7.25	\$7.40	\$7.55
Beverage Captain (T) 7(i)	\$7.10	\$7.25	\$7.40	\$7.55
Beverage H/H (T)	\$7.40	\$7.55	\$7.70	\$7.85
Beverage H/H Banquets (T)	\$6.75	\$6.90	\$7.05	\$7.20
Beverage H/H Banquets (T) 7(i)	\$6.75	\$6.90	\$7.05	\$7.20
Food & Bev Assistant (T)	\$6.75	\$6.90	\$7.05	\$7.20
Food & Bev Captain (T)	\$6.20	\$6.35	\$6.50	\$6.65
Food & Bev Captain (T) 7(i)	\$6.20	\$6.35	\$6.50	\$6.65
Food & Bev Dinner Show Server (T)	\$5.55	\$5.70	\$5.85	\$6.00
Food & Bev Dinner Show Server (T) 7(i)	\$5.55	\$5.70	\$5.85	\$6.00
Food & Bev Service H/H (T)	\$5.55	\$5.70	\$5.85	\$6.00
Golden Oak Server/Bartender (T)	\$6.75	\$6.90	\$7.05	\$7.20
Resort Bell Services H/H (T)	\$5.70	\$5.85	\$6.00	\$6.15
Special Service H/H (T)	\$5.90	\$6.05	\$6.20	\$6.35

**Tipped employees hired on or after 10/30/1988, or employees hired before 10/30/1988 who did not remain in a tipped classification**

Job Classification	Effective 12/30/2018	Effective 12/29/2019	Effective 12/27/2020	Effective 12/26/2021
Banquet Facility H/H (T)	\$6.54	\$6.69	\$6.84	\$6.99
Banquet Service H/H (T)	\$5.55	\$5.70	\$5.85	\$6.00
Banquet Service H/H (T) 7(i)	\$5.55	\$5.70	\$5.85	\$6.00
Beverage Assistant (T)	\$6.05	\$6.20	\$6.35	\$6.50
Beverage Captain (T)	\$6.40	\$6.55	\$6.70	\$6.85
Beverage Captain (T) 7(i)	\$6.40	\$6.55	\$6.70	\$6.85
Beverage H/H (T)	\$6.70	\$6.85	\$7.00	\$7.15
Beverage H/H Banquets (T)	\$6.05	\$6.20	\$6.35	\$6.50
Beverage H/H Banquets (T) 7(i)	\$6.05	\$6.20	\$6.35	\$6.50
Food & Bev Assistant (T)	\$6.75	\$6.90	\$7.05	\$7.20
Food & Bev Captain (T)	\$5.55	\$5.70	\$5.85	\$6.00
Food & Bev Captain (T) 7(i)	\$5.55	\$5.70	\$5.85	\$6.00
Food & Bev Dinner Show Server (T)	\$5.55	\$5.70	\$5.85	\$6.00
Food & Bev Dinner Show Server (T) 7(i)	\$5.55	\$5.70	\$5.85	\$6.00
Food & Bev Service H/H (T)	\$5.55	\$5.70	\$5.85	\$6.00
Golden Oak Server/Bartender (T)	\$6.75	\$6.90	\$7.05	\$7.20
Resort Bell Services H/H (T)	\$5.55	\$5.70	\$5.85	\$6.00
Special Service H/H (T)	\$5.55	\$5.70	\$5.85	\$6.00

Rates indicate a \$0.15 increase. Wage rates may be periodically increased for any Classification, but the Company agrees that in such instances, the Company will notify the Union and discuss proposed increases prior to implementation.

**Non-tipped rates for Cast Members in Tipped classifications:**

Vacation, Sick, Holiday, Bereavement, Jury Duty:	Food & Beverage Steward rate of pay
Training (Resort Bell Services only):	Resort Hospitality H/H rate of pay
Investigatory Suspension (excluding Banquets and Dinner Shows):	Food Handler rate of pay
Investigatory Suspension (Banquets and Dinner shows only):	Tipped rate plus estimated lost gratuities

The Company may continue and/or implement the following hiring and/or retention initiatives including, but not limited to, hiring and/or retention bonus payments, hiring referral program incentives, relocation assistance, and any other incentive and/or retention initiative deemed appropriate by the Company to meet hiring and retention needs.

**WAGES [Addendum "A"]:**

**Non-Tipped Full Time Employees**

Effective 09/24/17 (Retroactive\*)

- Non-tipped minimum rate remains at \$10.00
- Greater of \$0.50 or 3% increase

\* Retroactivity to 09/24/17 is contingent on the executed MOU extending the Agreement remaining in effect through ratification.

Effective Sunday prior to 90 days after ratification

- Non-tipped minimum rate to \$11.00
- Bring to \$11.00 or \$1.00 increase or 3% increase, whichever is greater

Effective Sunday prior to 180 days after ratification

- Non-tipped minimum rate to \$12.00
- Bring to \$12.00 or \$1.00 increase or 3% increase, whichever is greater

Effective 09/29/19

- Non-tipped minimum rate to \$13.00
- Bring to \$13.00 or \$0.75 increase or 3% increase, whichever is greater

Effective 10/04/20

- Non-tipped minimum rate to \$14.00
- Bring to \$14.00 or \$0.75 increase or 3% increase, whichever is greater

Effective 10/03/21

- Non-tipped minimum rate to \$15.00
- Bring to \$15.00 or \$0.75 increase or 3% increase, whichever is greater

**Tipped Full Time Employees**

Effective 12/30/2018

- \$0.15

Effective 12/29/2019

- \$0.15

Effective 12/27/2020

- \$0.15

Effective 12/26/2021

- \$0.15

## **Addendum B-1**

### **UNITE HERE! Local 737**

#### **All Food and Beverage, Culinary and Stewarding**

The Food and Beverage Policies and Procedures are applicable only when the Cast Member is working in a job classification to which the specific policy applies, e.g., If a Food and Beverage Cast Member transfers from a non-tipped position to a tipped position or vice-versa the applicable guidelines will be applied automatically without having to go through the re-signing process.

There will be a minimum of one (1) schedule bid per year for Food and Beverage Cast Members.

Walkouts, food allergy procedure violations and explanations to the Guest of the gratuity policy shall not result in automatic discipline.

#### **FOOD AND BEVERAGE TIPPED**

Service Charge for Parties of Six (6) or more

An eighteen percent (18%) service charge will be included on all guest checks of parties of six (6) or more.

1. The guests will be advised of the policy by the first Host/ess (i.e., DRC, Guest Services, Concierge, or Seating Host/ess) to accept the guest's reservations.
2. In addition to the above, the policy will be printed on the menus.
3. If a party of six (6) or more, regardless of reservation size, arrives and is seated at the same table and receives separate checks, the automatic service charge shall apply.
4. If a party of six (6) or more arrives and, for whatever reason, is split and seated at separate tables, with the same server regardless of the number of checks, the automatic service charge shall apply.
5. If the party of six (6) or more arrives and, for whatever reason, is split, seated at separate tables with different servers, receives separate checks, and these checks are paid for by separate individuals, the automatic service charge does not apply.
6. In situations where our guests refuse to comply with our policy, it will be the responsibility of the service person to locate a Manager prior to the guests leaving the restaurant so that Management can speak with the guests. If the service person fails to involve a Manager in the situation prior to the guests departing the restaurant, or receives discipline for poor service, the Company will not be responsible for the difference between what the guest left and eighteen percent (18%) of the guest's food and beverage total.
7. The eighteen percent (18%) service charge will be automatically added to the guest check and will be calculated on the food and beverage totals. The server will not be required to inform the guest that a service charge has been included, unless he/she is asked by the guest.
8. A twenty percent (20%) service charge will be automatically added to parties of six (6) or more only at Victoria and Albert's. With exception to the amount of the gratuity, all of the above aforementioned is applicable to Victoria and Albert's.

#### **Gratuities/Fees**

1. Gratuities will be paid on food and beverage totals only. Gratuities will not be paid on miscellaneous pricing, including but not limited to merchandise, entertainment, (excluding Spirit of Aloha, Hoop-Dee-Doo, and Character Dining restaurants, where entertainment is included in the price), house charges, imaging, etc. Merchandise will only be included in the total food and beverage price for the purpose of

gratuity calculation if the Server is required by the Company to handle and deliver merchandise items to the guest as part of the Guest's dining experience. Gratuities will not be paid on autograph books, pens and disposable cameras.

2. Should the Company decide to reinstate package plans with automatic gratuity included, the parties agree the terms of the addendum expiring on April, 28, 2007 will remain in effect.
3. An automatic gratuity of eighteen percent (18%) will be added for supplemental food and beverage purchased at prepaid venues (i.e., Spirit of Aloha, Hoop-Dee-Do, Cinderella's Royal Table, Princess Tea, Special Pre-paid events such as New Year's Eve at California Grill.
4. The Company agrees to negotiate with the Union, the application of the automatic gratuity for any future pre-paid venues, for the life of this agreement.
5. An automatic eighteen percent (18%) will be added for food and beverage purchased from Pizza Delivery and Private Dining.
6. It is the Company's understanding that when a business requires their guests to pay a Pre-determined charge, which is given to employees of the business, the charges are considered a service charge. Furthermore, service charges are not considered a tip, but rather, are wages paid by the employer. Consequently, the tax code requires the Company to withhold taxes on all service charges.
7. It is the responsibility of all service persons to report one-hundred percent (100%) of their tips and gratuities for income tax purposes. The Company will continue to report eight percent (8%) of the location's gross sales to the government and will withhold tax on the tips and gratuities declared by the employee to the Company. The Company reserves the right to amend and/or alter this position to conform to state and federal laws.
8. Under Wage and Hour laws, the Company is required to report tips and service charges in overtime situations.
9. An eighteen percent (18%) service charge will be added for Company sponsored Cast discounts, e.g. Cast Serving Cast, Cast discounted meals, and Cast Celebration discounted meals. The service charge will be based on the total Food and Beverage charges before any discounts have been applied. This provision does not apply to Tables in Wonderland and-Disney Vacation Club.
10. An automatic gratuity of eighteen percent (18%) will be added for all guests using Tables in Wonderland, based on the retail value of the Food and Beverage.

#### **Transfers for Food and Beverage Tipped Employees**

1. A Food and Beverage tipped employee interested in transferring to a new location must:
  - (a) Have twelve (12) months of previous employment in a Food and Beverage tipped classification.
  - (b) Fill out a Food and Beverage tipped transfer form once a year. The employee may indicate on this form a maximum of five (5) restaurants where he/she may wish to transfer.
2. In order to be considered for an open Regular Full Time Server position, the employee must be on the Casting skill code list at the time the requisition is opened. The employee selected for the position will be notified by Casting and automatically transferred to the open position. The position will be filled by eligible Cast in the following order:
  - Regular Full Time Food and Beverage Service Host/ess (T), by seniority.
  - Regular Part Time Food and Beverage Service Host/ess (T), statused to the restaurant with the opening, by seniority.
  - All Regular Full Time Food and Beverage Assistants (T), statused to the restaurant with the opening, by seniority.

- All other Regular Full Time (UNITE HERE Local 737), tipped employees, by seniority.
  - All other Regular Part Time (UNITE HERE Local 737), tipped employees, by seniority.
  - All Regular Full Time non-tipped Food and Beverage employees.
  - All other Regular Full Time Service Trades Council Union (STCU) employees.
  - All other Regular Part Time STCU employees.
  - All Non-STCU employees.
3. Should an employee decline a position, they will be required to wait twelve (12) months before being eligible to post for another transfer.
  4. Employees transferring to Victoria and Albert's and Golden Oak will be required to participate in an interview with location Management prior to transferring. The final hiring decision remains within Management's discretion.
  5. Golden Oak Server/Bartender H/H (T) shall be placed on a sixty (60) day qualifying period. If the Company determines during the sixty (60) day period that employee's performance is not satisfactory, or if the employee requests a return within the sixty (60) days, the Company will return the employee to his/her previous job classification.

#### **Work Status and Utilization of Regular Part Time Tipped Employees**

Tipped employees will be considered Part Time if they customarily work less than thirty (30) hours per week on an ongoing basis, or if they customarily work thirty (30) hours per week or more but less than seven (7) months per year. The aforementioned definition supersedes the definitions negotiated in the Main Body of both the 2017 Regular Full Time and Regular Part Time Service Trades Council agreements.

#### **Table Service**

1. Split shifts may be added to the location's schedule bid at Management's discretion after advance notification and discussion with the Union. Turnabout pay as outlined in Article 11, Section 6 (a) and will be waived.
2. The Company agrees to maintain the current station sizes for existing restaurants and Dinner Shows, for the life of this agreement.
3. The Company agrees to maintain Bussers at 1900 Park Fare, Chef Mickey's and 'Ohana's for the term of the 2014 Collective Bargaining Agreement.
4. With the exception of Signature Restaurants, Servers will be required to present a tip card with the Guest's check. In Signature Restaurants, presentation of the tip card will be at the discretion of the Server.

#### **Dinner Shows**

1. There will be a minimum of one (1) stocker scheduled per shift at the Luau.
2. The Company agrees not to increase the amount of time spent performing non-tipped duties during the life of this agreement.
3. All Regular Full Time 7(i) dinner show employees are allowed to be cross-utilized between existing dinner shows before CT employees statused to the dinner show or any non-statused dinner show employees are scheduled, provided they have been trained in the other location.
4. The Company agrees to pay all guaranteed gratuities for BEO's when collected, and with respect to all other guaranteed gratuities, they will not be paid unless services are rendered (i.e. entrée has been served).

5. Regular Full Time food and Beverage Dinner Show Servers who are 7(i) and trained in the Catering location may pick up Catering shifts at 11:00 a.m., provided it will not result in overtime or double time at any time during the payroll work week.

#### **Dinner Show Rotation**

The following process shall be followed with regard to the rotation of Food and Beverage Service Host/ess at the Spirit of Aloha and Hoop-Dee-Do Review Dinner Shows:

1. Once a Dinner Show Server's vacation schedule has been posted, it may no longer be canceled or modified, without Management approval.
2. Servers who are statused as 7(i) will automatically be scheduled a sixth (6th) day, providing work is available, prior to Part Time Dinner Show Servers, being scheduled to work. Regular Part Time Servers will be scheduled to any remaining shifts based on their availability. If any shifts remain, 7(i) servers who have requested a seventh (7th) day will be scheduled. 7(i) and then non-7(i) servers will be scheduled to any remaining shifts. Servers will be allowed to preference their sixth (6th) and seventh (7th) work day.
3. When the schedule is posted, scheduled Regular Part Time servers and 7(i) servers scheduled on a sixth (6th) or seventh (7th) day will not be assigned to a station.
4. On the day of the show, if all stations are seated, any vacant stations (e.g. vacations, MLOA, etc.) will be covered by the server, (7(i) or Part Time), scheduled to work, but not assigned a station, or the server called to work. This may also be a Regular Full Time or Regular Part Time server. The server called to work will not be told what station(s) are available.
5. On the day of the show, if not all stations are seated, vacant stations (e.g. vacations, MLOA, etc.) will be covered by moving a server from a closed station. A station is considered "closed" when no table within the station has been assigned. Dinner Show Servers will not be moved to cover a call-in if one (1) or more tables within their station are assigned.
6. Every reasonable attempt to contact a Regular Full Time and/or Regular Part Time Dinner Show Server to cover a vacancy will be made, prior to contacting a Casual Limited Employee (CTs).
7. The call line will continue to be utilized to communicate stations that are open.
8. A Dinner Show Server requesting a day off after the schedule has been posted is required to request the time off through the appropriate submittal process. If the request comes on the day prior to the day in question, the Dinner Show Server must still utilize the appropriate submittal process and, in addition, contact a Manager for approval. Day of requests will not be honored.

#### **Private Dining**

1. Private Dining, when available, will staff all functions in guest room suites.
2. The Company agrees to maintain Private Dining Bussers for the life of this agreement.
3. A three dollar (\$3.00) fee will be paid for delivery of Private Dining amenities.
4. Private Dining Servers will be paid full gratuity on guest walkouts or if an order is cancelled after the Server has left the Private Dining area, based on the expectation that the Server is providing timely and efficient service.

#### **Miscellaneous Tipped Food and Beverage**

1. It is agreed that the provisions of Article 10, Section (2) [guaranteed hours] and Article 11, Sections 4 a and b, (time and one-half), Section 5 (double time) and Section 6 (turnabout pay) of the collective bargaining agreement with STCU may be individually waived by all tipped Regular Full Time and

Regular Part Time Cast Members, with the exception of Cast Members who qualify for 7(l) exemption.

2. Any side duties performed by tipped employees beyond sixty (60) minutes per shift, will be paid at the appropriate non-tipped rate of pay.
3. A Table Service Server acting as a trainer will be paid a fifty (\$.50) cents per hour trainer's premium pay, plus 1.5 times his/her hourly tipped rate of pay, plus tips, for all hours worked as a trainer.
4. Bartenders acting as a trainer will be paid an fifty (\$.50) cents per hour trainer's premium pay, plus 1.5 times his/her hourly tipped rate of pay, plus tips, for all hours worked as a trainer.
5. For the life of this agreement, charge tips will be paid out at the end of the shift.
6. All Food and Beverage (T) employees will be eligible to purchase additional long-term disability benefits based on a premium calculated in excess of their statused rate.
7. Prior to the Company opening any temporary or "overflow" dining operations, it will meet with UNITE HERE Local 737 and UFCW Local 1625 to determine by mutual agreement with the Company which employees will staff the operations.

#### **Culinary and Stewarding (Heart of the House)**

1. It is understood that the responsibility for the placement and removal of grills, ovens, and fryers for beach functions at the resorts is outlined in Addendum B-5. It is also understood that when business needs dictate, all employees including Culinary, will assist in the placement and removal of the grills, ovens and fryers. The Company agrees to provide training for all employees performing such functions.
2. The Company will pay for the initial commercial driver's license for all Food and Beverage employees required to have one
3. All available Regular Full Time Culinary and Stewarding employees within the location will be offered all hours of work prior to scheduling any non-Culinary or non-Stewarding labor.
4. Culinary stations will have a culinary employee to cook all items on stage. Banquet Service Host/ess will reheat items on stage when deemed necessary by location Management for show quality. Carving will be considered a "Culinary Only" function.
5. If work is available on a Banquet Culinary and/or Stewarding employee's regularly scheduled AM/PM shift, the employee will be offered work based on their seniority in the respective Resort/Theme Park during slow periods prior to being cross-deployed to other locations, such cross deployment shall be on the basis of seniority with senior cast being offered the first opportunity prior to forcing junior cast members, and will also be on the regularly scheduled AM/PM shift where applicable.
6. ★An employee/applicant will be considered for the wage penetration rate based on the following criteria:
  - (a) The following wage penetration concept will be applied to the Cook 2 classification only:

An employee/applicant will be considered for the wage penetration rate based on the following criteria:

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★ *This provision only applies to Regular Full Time employees*



Years of Applicable Food Prep Experience	Wage Penetration Credit Years
1-2 years	1
3-5 years	2
6-8 years	3
9-10 years	4
Management Approval	5

(b) The following wage penetration concept may be applied to the following Food and Beverage job classifications only:

Cook 1  
Chef Assistant

Years of Applicable Food Prep Experience	Wage Penetration Credit Years
1	1
2	2
3	3
4	4
5+	5

7. Chef Assistants will receive the Trainer's Premium Pay for all actual training hours when conducting location orientation to new hires and/or newly transferred employees.

8. Transfers for Culinary Employees

- (a) All Chef Assistants interested in a transfer to a different location must go through an overview in the new location prior to the offer being made.
- (b) Culinary employees who transfer to Victoria and Albert's and Golden Oak will be required to participate in an interview with location management. The final hiring decision remains within management's discretion.

**Food and Beverage Host/ess (QSR) non-tipped**

1. ★ Food and Beverage Host/ess (QSR) at Disney's All Star Resort, and in locations as determined by the Company, may be eligible to participate in a \$1,000 annual retention bonus program, which may be paid in quarterly installments. The Company will provide advance notification to the Union prior to implementation.
2. QSR locations will utilize Express banking, at Management's discretion.
3. Food and Beverage Host/ess (QSR) will receive a pay premium of twenty-five cents (\$.25) for all hours worked as an O.D.V. Inventory Control Host/ess.
4. A QSR premium of seventy-five cents (\$.75) per hour will be paid to Cast Members working in a Magic Kingdom QSR location.

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★ This provision only applies to Regular Full Time employees

5. Food and Beverage Hosts/esses will be paid forty cent (\$.40) per hour premium for all hours worked as a General Teller.
6. Food and Beverage Hosts/esses will be paid a forty cent (\$.40) per hour premium for all hours worked as an Assignor.

**Food and Beverage Cash Handling Discipline Matrix**

Points		
3 Notations in any 30 days	=	One (1) Point Reprimand
6 Notations in any 90 days	=	One (1) Point Reprimand
9 Notations in any 180 days	=	One (1) Point Reprimand
12 Notations in any 365 days	=	One (1) Point Reprimand

- Upon receipt of the 2nd reprimand for a cash handling violation, mandatory retraining in cash handling is required.
- Upon receipt of the third (3rd) point for a cash handling violation and at the employee's request, the employee shall be transferred to a non-cash handling position. Should the employee decide to remain in a cash handling position and reach the fifth (5th) point, the employee will be involuntarily terminated.
- A cash non-procedural variance of seventy-five dollars (\$75.00) or more will result in a two (2) point reprimand.

The Company reserves the right to discipline outside this matrix in cases of dishonesty.

All references to time periods in this matrix refer to continuous work periods.

Procedural Errors are defined as a failure to follow established Cash Handling Standards. Discipline for Procedural Errors shall be issued in accordance to Article 18, Section 6.

**Locations with electronic systems**

Total Sales Over/Short Entry Allowance

Total Sales	One (1) Notation	Two (2) Notations	Three (3) Notations
\$0.00 - \$1000.00	\$4.60 - \$6.89	\$6.90 - \$10.34	\$10.35+
\$1000.01 - \$2000.00	\$8.05 - \$12.64	\$12.65 - \$17.24	\$17.25+
\$2000.01+	\$11.50 - \$18.39	\$18.40 - \$22.99	\$23.00+

**Locations without electronic systems**

Total Sales Over/Short Notation Allowance

Total Sales	One (1) Notation	Two (2) Notations	Three (3) Notations
\$0.00 - \$1000.00	\$5.75 - \$9.19	\$9.20 - \$14.94	\$14.95+
\$1000.01 - \$2000.00	\$9.20 - \$13.79	\$13.80 - \$19.54	\$19.55+
\$2000.01 +	\$12.65 - \$18.39	\$18.40 - \$22.99	\$23.00+

**Food and Beverage Miscellaneous**

All Employees transferring to Victoria and Albert's and Golden Oak will be required to participate in an interview with location Management prior to transferring. The final hiring decision remains within Management's discretion.

**HOUSEKEEPING**

- 1. The Company agrees to ensure that lunch/rest periods are granted and that Housekeepers are compensated appropriately. The Housekeeper should notify his/her leader a minimum of two (2) hours prior to the end of his/her shift if he/she will not be able to complete his/her assigned duties without working through the lunch or rest period. The leader will determine whether to supply assistance or to compensate for the time.
- 2. The Company agrees to reduce a Housekeeper's section size by two (2) rooms when his/her total number of check-outs are within three (3) rooms of his/her fixed section size at all non-DVC Resorts excluding the Grand Floridian, Boardwalk, Contemporary, Polynesian, Yacht and Beach and all Suites Sections. For the Grand Floridian, Boardwalk, Contemporary, Polynesian, Yacht and Beach and all Suites Sections, a Housekeeper's section size will be reduced by two (2) non-suite rooms or one (1) suite when his/her total number of check-outs are within four (4) rooms or two (2) suites of his/her fixed section size.
- 3. The Company may require the Housekeepers to set up "special touches" in Resort guest rooms within their daily sections. Special touches include, but are not limited to, the arranging of plush characters, small towel folds, toys, and toothbrush holders.
- 4. The Company and the Union agree to implement a New Hire Housekeeping Training Process.
- 5. The Company may utilize Housekeepers to place and/or provide appropriate cleaning and general up-keep for all guest room amenities and collateral as well as guest requested items.
- 6. Based on Cast Member restrictions and management needs, the Company agrees to provide modified work to Housekeepers during their normal work hours when possible.

**Point System**

The Company agrees to section assignments (except in cases of low occupancy/vacant rooms). The guaranteed section size for each property is as follows:

Disney's All-Star Resorts	18
Disney's Art of Animation Resort (Regular Rooms)	18
Disney's Art of Animation Resort (All Suite Sections)	9
Disney's Animal Kingdom Lodge	16
Disney's Boardwalk Inn	16
Disney's Caribbean Beach Resort	17
Disney's Contemporary Resort	16
Disney's Coronado Springs	17
Disney's Fort Wilderness Resort	10
Disney's Grand Floridian Beach Resort	14
Disney's Polynesian Resort	16
Disney's Port Orleans (Magnolia Bend &French Quarter)	17
Disney's Port Orleans (Alligator Bayou)	16
Disney's Wilderness Lodge	16
Disney's Yacht and Beach Club Resort	16
Disney's Pop Century Resort	18
Disney Vacation Club Resorts	420 points

The Company and the Union agree to meet, discuss and agree on any changes to the guaranteed section assignments prior to implementation.

Housekeeping section cleaning responsibilities include:

- Cleaning all aspects of the interior of a guest room/unit and all aspects of the balcony or patio
- Cleaning and maintaining some aspects of the front entrance area including doors, windows and frames

The Company agrees that these responsibilities do NOT include:

- Changing light bulbs
- Plunging commodes
- Washing pargos
- Spot cleaning carpets for more than two (2) small spots
- Changing or cleaning A/C filters in the room/suites
- Flipping mattresses without assistance
- Cleaning of walls if cleaning cannot be achieved through conventional means
- Moving appliances without casters

**Incentive Room Payment**

1. All Non DVC Rooms will have the ability to offer Housekeepers the option to flex their room section assignments up by one standard room (1) on a daily basis for a six (6) month period and be compensated for the additional rooms. If at any time during the six (6) month period the Company determines the employee's performance is not satisfactory or the employee requests to opt out of the Flex Program the Company will return the employee to their contractual section size. The employee shall be able to re-enroll in the Flex Program after thirty (30) days.

The "Flex-Up" Rates are as follows:

All Non-DVC Rooms	One (1) room = \$1.00 per hour
Disney's Fort Wilderness Resort and Campground and all suites	One (1) room = \$1.50 per hour

2. The pay rate for completion of incentive rooms is as follows:

Single Room Rate: Service - \$9.00      Check-Out - \$13.00  
Multi-Room Rate: Service - \$16.00      Check-Out - \$22.00

3. Room incentive pay for cleaning DVC guest rooms (which includes "trash & towel" services) and providing "trash & towel" service only.

	Service	Check-Out	Trash & Towel Service ONLY
Studio	\$9.00	\$13.00	\$4.00
1-Bedroom	\$16.00	\$22.00	\$4.00
2-Bedroom	\$25.00	\$35.00	\$8.00

### **Forty five (45) Minute Policy**

- The Company agrees to allow AM Housekeepers who clean rooms and successfully complete their daily section size, with forty-five (45) minutes or less remaining on their shifts, to leave and be compensated for the balance of their shift.
- Housekeepers who are within their first ninety (90) days, or have not cleaned their full contractual section size, or do not clean rooms, are not eligible to utilize the forty-five (45) minute privilege. Eligibility will not be denied for section size reductions due to authorized classes (e.g. ESOL).
- A single occurrence of poor quality work may result in discipline of the Housekeeper and should not result in loss of their forty-five (45) minute privilege.
- Housekeepers cannot be given an option of losing their forty-five (45) minute privilege or receiving discipline.
- The forty-five (45) minute privilege can be removed for two (2) weeks if there is an overall quality issue or a decline in quality in a Housekeepers work area.
- The loss of the forty-five (45) minute privilege can extend beyond the two (2) week period if the Housekeepers quality of work has not improved to a satisfactory level.
- Removal of the forty-five (45) minute privilege is not a component of discipline and is not part of the grievance process.

### **Deployment**

New Housekeepers will not be eligible to deploy until after five (5) months.

## **Addendum B-2**

### **INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T.) Local 385**

#### **BUS OPERATIONS (Drivers, \*Dispatchers and COT)**

##### **Bus Operations Standard**

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all accident occurrences must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may require immediate transfer (to another classification) or termination.

In those cases which do not require such action, the Company will utilize the following accident policy:

1. An incident is defined as contact made with an object which results in damage from \$0 - \$1,750. In no case does this apply if injuries are involved. Incidents are not cumulative after two (2) years.
2. Three (3) chargeable incidents equal an accident. Incidents which involve two (2) or more WDW Buses will equal an accident. An accident is defined as contact made with an object which results in damage from \$1,751 - \$17,500.
3. Three (3) chargeable accidents within a three (3) year period will result in removal from a driving position.
4. An accident involving damage in excess of \$17,501 may result in termination or a permanent transfer to a non-driving role.
5. It is the responsibility of all Employees to report any accident as promptly as possible.

##### **Drivers License Violations**

A driver's failure to report according to the prescribed time frames listed in Article 18 Section 10, or the Company's discovery through MVR checks of a driver's failure to report within seven (7) months from the date of the infraction will result in disciplinary action, not excluding termination.

##### **Rest Periods**

All of the following rest periods to be scheduled as close to the middle of the shift as operationally feasible:

1. Six (6) hour shifts receive one (1) thirty (30)-minute rest period.
2. Any shift less than seven (7) hours will not be scheduled an involuntary lunch.
3. Seven (7) hour shifts receive one (1) forty-five (45)-minute rest period representing one (1) thirty (30)-minute lunch and one (1) fifteen (15)-minute rest period.
4. Eight (8) hour shifts receive one (1) sixty (60)-minute break representing one (1) thirty (30)-minute lunch and two (2) fifteen (15)-minute breaks.
5. Nine (9) hour shifts receive two (2) thirty (30)-minute breaks evenly divided into equal portions representing one (1) thirty (30)-minute lunch and two (2) fifteen (15)-minute breaks.

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\* Under Addendum 'A' the new classification of 'Bus Driver Dispatcher' shall remain included in the 'Bus Driver' classification for the purposes of seniority and transfer between the two groups. Dispatchers will follow all Coordinator Job Classification Language in Article 12. Section 7 of the STCU contract.

6. Ten (10) hour shifts receive one (1) forty-five (45)-minute break and one (1) thirty (30)-minute break divided into equal portions representing one (1) thirty (30)-minute lunch with a fifteen (15)-minute break, and two (2) fifteen (15)-minute breaks.
7. Shifts eleven (11) hours or greater receive three (3) thirty (30)-minute breaks divided into equal portions representing one (1) thirty (30)-minute lunch, two (2) fifteen (15)-minute breaks, and another two (2) fifteen (15)-minute breaks.

Bus Drivers will have fifteen (15) minutes of pre-trip time for all busses going on route for the first run of the day.

Drivers will be allowed reasonable time to get to and return from break and rest areas. It is understood and agreed that the Company's existing practice is an acceptable standard. Any issues or concerns will be addressed and raised in the Labor Management Committee.

### **Scheduling**

1. ★ Where in person bids are utilized, two (2) Shop Stewards will be present during bidding.
2. ★ Bid shift trading will be permitted thirty (30) days after bids are in effect with appropriate notification to Management.
3. Transfers
  - a. Regular Full Time employees who transfer into Bus Operations from another classification within the STCU contract must wait three (3) years prior to exercising their seniority for schedule bids or pool schedules.
  - b. Any Part Time or non-STCU employee who transfers into the Full Time Bus Driver classification has an effective seniority date on the day of transfer.
4. There will be a minimum of ten (10) hours off between shifts.
5. Scheduling for Walt Disney World Co. Bus Drivers will be done in the following manner:
  - (a) ★ Seventy percent (70%) of employees will receive Bid Lines (Percentage of employees is based on actual headcount at time of schedule bid).
    1. Twenty-five percent (25%) will not vary more than one-half (1/2) hour between start time and one-half (1/2) hour between end times.
    2. Twenty-five percent (25%) will not vary more than two (2) hours between start times and two (2) hours between end times.
    3. Twenty percent (20%) will not vary more than three (3) hours between start times and five (5) hours between end times.
  - (b) ★ Thirty percent (30%) of Employees will be in the pool.
  - (c) ★ "Bid Lines" will be as follows:
    1. Days Off
      - Based on seniority and availability at time of bid, employees will be locked into days off at time of schedule bid with the exception of mandatory overtime
    2. Workweek
      - Based on seniority and availability at time of bid, employees will choose a four (4) or five (5) day workweek

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★ *This provision only applies to Regular Full Time employees*

3. Start and End Time
  - Based on seniority and availability at time of bid, employees will select start and end time for shift. As with current practice, shifts may have variable start and end times based on business drivers (Park hours, Entertainment Schedule, Resort Population).
4. Minimum Hours – Maximum Hours
  - Employees will receive minimum hours and maximum hours for specific bid line for duration of bid. The only exception will be mandatory overtime as with current practice.
5. Dispatcher Positions
  - Dispatcher will bid a specific Dispatcher position
- (d) ★ At least seventy percent (70%) of employees will receive bid lines that are single "Hub" selections. The "Hub" is defined as the area where an employee starts and ends their workday. Employees will be assigned routes to and from all operating areas within their workday regardless of the "Hub" selection.
- (e) Scheduled voluntary overtime will be distributed by seniority based on the current practice as follows:
  1. During schedule bids, employees will identify which off day(s) inclusive of the earliest start and latest end time(s) that they are volunteering to be scheduled for overtime.
  2. Company determines the number of shifts needed
  3. Overtime will be scheduled at time and one-half prior to double time
  4. Shifts will be designated by seniority based on the earliest shift start time and available shift end time
- (f) Mandatory overtime will be distributed as follows:
  1. Determine the number of shifts needed
  2. Distributed by seniority to volunteers before assignment to non-volunteer senior drivers.
  3. Assign to junior drivers first.
6. The Company and the Union agree to establish a Scheduling Committee composed of two (2) Shop Stewards and one (1) or more members of Management. The purpose of the committee is to review new scheduling practices every two (2) weeks and to prevent the filing of potential grievances.

#### 7. Buses Night Shift Differential

If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, he/she will be paid a differential of seventy-cents (\$.70) per hour in addition to his/her straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window.

#### ★ Staffing Openings

Vacancies created by transfer, termination, or retirement will be filled within ninety (90) days by pool drivers. The Company will notify the Union on a monthly basis of all vacancies and when those vacancies are filled and by whom.

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★ *This provision only applies to Regular Full Time employees*



### **Completion of Shift Travel Time**

Drivers who complete their shift in other than their designated parking location (as determined by the Company) will be paid for all time spent getting back to their parking location. Company agrees to maintain a reasonable walking distance between parking location and time clock (i.e. equivalent to current standard).

### **Vehicle Maintenance**

The Company agrees to add Vehicle Maintenance as an agenda item to the current Safety Committee agenda.

### **Bus Operations Management/Shop Steward Meetings**

1. The parties agree to establish Management/Shop Steward meetings in the Bus Operations area to maintain open lines of communication and to discuss and resolve issues.
2. The meetings will be scheduled on a monthly basis and will be attended by the Area Executive or his/her designee and a maximum of ten (10) Shop Stewards.
3. The meeting will be scheduled by Management at a time that does not interfere with the daily operation. Shop Stewards attending the meeting during their scheduled shifts will be paid for the time. Shop Stewards who choose to attend the meeting prior to or after their scheduled shifts or on a scheduled day off will not be paid.

### **BUS TRAINERS**

To be considered as a Bus Operations Trainer, an employee must be a Regular Full Time or Regular Part Time Driver with a minimum of two-thousand, eighty (2,080) worked hours in the Bus Driver classification while working as a Regular Full Time or Regular Part Time employee.

### **TEXTILE SERVICES OPERATIONS**

#### **Scheduling**

1. ★ Bidding will occur once per year to determine schedules and vacations unless it is deemed operationally necessary to conduct an additional bid(s).
2. Where in person bids are utilized, an IBT Shop Steward will be present during bidding.
3. Employees scheduled six (6) hours or less will not be required to take a lunch period.
4. Shift rotation between Flatwork, Towel Fold, and Catching will be available, as determined by Management.
5. All Textile Services jobs will be posted internally for two (2) weeks. Textile Services employees will transfer internally to open positions, including Regular Part Time employees, before the position goes to Casting, (i.e., post internally to qualified candidates at all plants first, then to Casting.)
6. ★ Vacated bid lines will be filled internally within Textile Services for two (2) bumps.

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★ This provision only applies to Regular Full Time employees

### **Food & Beverage Delivery Premium**

Linen Handlers who work the Food and Beverage routes shall receive a \$1.00 premium.

### **Tugger Equipment Premium**

Textile Service employees, with the exception of Laundry Advanced Assistants, shall receive a \$.75 premium for hours worked operating the Tugger equipment at the Laundry production facilities only.

### **Fork Lift Premium**

Textile Services employees shall receive a thirty cent (\$.30) premium for hours worked operating the fork lift at the Laundry production facilities only.

### **Textile Services – Management/Shop Steward Meetings**

1. Management/Shop Steward meetings will be scheduled on a monthly basis to maintain open lines of communication and to discuss and resolve issues. The meetings will be attended by the Area Manager/Supervisor or designee and a maximum of ten (10) Shop Stewards.
2. The meeting will be scheduled by Management at a time that does not interfere with the daily operation. Shop Stewards attending the meeting during their scheduled shifts will be paid for the time. Shop Stewards who choose to attend the meeting prior to or after their scheduled shifts or on a scheduled day off will not be paid.

### **RANCH OPERATIONS**

1. Regular Full Time employees who transfer or are hired into Ranch Operations must wait three (3) years to exercise their seniority for schedule bids.
2. Regular Full Time employees may bid into a higher classification role if a position is available when it is their time to bid provided they have been trained and approved by Management to perform that role prior to the bid.
3. Employees performing a role in a higher classification will be statused to that classification after six (6) months of continuous work within the higher classification, providing they have been trained, approved, and able to meet the requirements of the classification.
4. Employees not approved in fifty percent (50%) of the roles within a classification will be lowered to the appropriate classification for their skill level after six (6) months.
5. The Company will post open positions at the Ranch two (2) weeks prior to Casting making a hiring decision. The Employees at the Ranch must go through the Casting skill code process.
6. The Company agrees that a member of Management or his/her designee will accompany the Employee when transporting animals off property. When traveling within the State of Florida on Company business, but not hauling animals, Management may choose not to accompany the employee. In such a circumstance the Company will provide appropriate communication (e.g. cell phone).
7. The Company will continue to utilize an Overtime sign up sheet and will offer the overtime to the most senior qualified employee and move down the seniority list. Scheduling for unplanned events (i.e. pop-ups) will be based on staff availability at the time of receipt of the function.
8. Parades, special events and filmings may be assigned based on the requests of our clients. Selections will be based on skills and abilities, appearance, and seniority. The final selection will be determined by Management.

### **Driver Premium**

Ranch employees will receive a one-dollar and 25/100 Dollar (\$1.25) pay premium per hour for all hours driving the semi-truck.

### **Equine Premium**

Ranch employees will receive a one dollar (\$1.00) pay premium for all hours driving a six (6) or eight (8) horse hitch, performing as the headless horseman, and/or scheduled and worked training horses. The premium will be paid in one (1) hour increments with no minimum time period. Management will select employees for the above tasks based on skills, abilities, and the animals to be trained or driven.

### **Coordinator Premium**

As determined by Management, Ranch employees who assist with parades, special events or special projects will be paid the Coordinator Premium according to Article 12, Section 7 of the STCU contract for all hours worked during these events.

### **PARKING**

Tram Vehicle Accident Policy- All accident occurrences will be investigated. In those cases where the employee demonstrates negligence, disregard for safety procedures, or other unacceptable behaviors, the Company reserves the right to move the employee to a non-driver role or to proceed with termination.

In those cases, which do not require such action, the Company will utilize the following accident policy:

1. An accident is defined as contact made in a tram vehicle with anything that results in damage.
2. Two (2) accidents, resulting in disciplinary action within a rolling twenty-four (24) month period will result in the employee's mandatory transfer to a non-driving area.
3. It is the responsibility of all employees to report any accident immediately to a manager.

Where in person bids are utilized, an I.B.T. Shop Steward will be present.

Steward Meetings: At the request of the Union, the Company agrees to participate in quarterly steward meetings to discuss and address issues of mutual concern.

## **WALT DISNEY WORLD CHARACTER DEPARTMENT**

STEWARD MEETINGS At the request of the Union, the Company agrees to participate in quarterly steward meetings to discuss and address issues of mutual concern.

### **SELECTION AND AUDITION GUIDELINES**

#### **A. SELECTION**

The Company reserves the right to select new Character Performers through auditions in the following areas:

1. Movement - Applicant must demonstrate average movement coordination.
2. Self Expression/Improvisation - Applicant must demonstrate ability to perform in a creative and spontaneous manner.

#### **B. CHARACTER DEPARTMENT AUDITIONS**

1. The Company reserves the right to select individuals for functions requiring specific talents. Selections will be made on the basis of talent, work record, and seniority for the following areas:

- (a) Stage Shows
- (b) Special Events
- (c) Promotional Tours
- (d) Parades
- (e) Filming and Video Taping

Auditions will be held at least two times per year for any Character Performer wishing to be considered for these functions.

2. Any Character Department auditions scheduled during a normal shift shall be paid as Company time at the appropriate rate. Character Performers shall not be docked any pay or requested to take an Early Release (ER) to attend the audition. Attendance at an audition during a normally scheduled shift is at the sole discretion of Management. No payment shall be made for attendance at an audition that occurs outside the normal scheduled shift. At least once each year, Character Performers may be scheduled for an audition unless their code was updated by attending a voluntary audition. Stated Character Captains may request, through Management, to be scheduled for an audition.
3. The Company shall solicit interest with methods, which could include postings on Character memo boards, Company intranet, etc., for Character Performers who are unable to attend the audition. The sign-up sheet will be posted for a minimum of fourteen (14) days. Where a Character Performer has signed an interest sign-up sheet and is legitimately unavailable to attend the audition, the Company agrees to consider that Character Performer's most recent audition card and/or skills assessment if not more than one year old.

#### **C. DISNEY CHARACTER EVENTS (DCE) ELIGIBILITY AND SELECTION PROCESS**

1. In order to be eligible for Disney Character Events (DCE) or to travel, Cast Members must meet the following eligibility guidelines. Deviation from these guidelines is permitted based on operational need.

Eligibility Guidelines:

- (a) Must have been a Regular Full Time Cast Member for at least one (1) year;
  - (b) No more than five (5) attendance entries within the previous six (6) months;
  - (c) No more than one (1) reprimand within the previous six (6) months;
  - (d) Must be within the official height range for the costume requested\*;
  - (e) Must have a government issued picture ID (i.e., driver's license). Once in DCE, for trips outside the United States, must have a passport;
  - (f) Must be at least eighteen (18) years of age;
  - (g) Must have participated in a convention/special events audition at least once within the previous twelve (12) months.\*
2. A minimum of once annually, Cast Members will be selected for assignment to DCE on the basis of skills and abilities. Should skills and abilities be equal, seniority in the unit shall prevail for selection. Availability to travel, height range requirements for costume and special show requirements will be considered in identifying the composition of DCE Cast Members. A Cast Member's request to leave DCE once assigned will be considered by Management on a case by case basis, and approved at the discretion of Management. DCE selection process will take place once per year, at least fourteen (14) days prior to the start of the Global Casting process.
3. For trips not staffed through DCE, Cast Members will be selected on the basis of skills and abilities. Should skills and abilities be equal, seniority in the unit shall prevail, provided the following criteria are met:
- (a) They meet the eligibility guidelines listed above;
  - (b) They meet scheduling availability guidelines as determined by Management.  
Specifically, Cast Members will be disqualified for trips where:
    - (1) They cannot be replaced in a show, parade, event or scheduled shift;
    - (2) The trip conflicts with rehearsals, bid or scheduled vacation.
  - (c) They must have successfully completed travel training.

Deviation from these guidelines is permitted based on operational need.

4. The seniority listing for trips staffed through C. 3. above will be maintained by Character Management and trips will be assigned to the most senior, qualified, eligible Cast Member on the list. Once the Cast Member has taken a trip, his/her name will be crossed off the list and the next most senior, qualified, eligible Cast Member will be assigned. Casting criteria will be considered in selecting personnel for road trips (height range requirement for costume, special show requirements, work record, etc.).
5. Cast Members outside DCE who meet the above criteria have the right to refuse a trip and maintain their eligibility and position on the list for any future trips.

If a Cast Member becomes unable to travel or receives discipline which renders him or her ineligible after a trip has been confirmed, the Company may replace him or her as necessary.

\* This provision does not apply to the eligibility and selection process of Character Captains.

## **GUIDELINES FOR NON-PERFORMING CHARACTER ROLES**

### **A. NON-CHARACTER ROLES**

Character Performers will continue to be utilized in non-character roles or to perform duties listed below such as, but not limited to, the following:

1. Talent Assistants - Assist in hosting special guest stars/groups and supporting special event activities.
2. Drivers - Utilize Company vehicles for transporting Character Performers and running Entertainment errands.
3. Minor Float Upkeep - Support float appearance by minor cleaning, light and reflector replacement on float units.
4. Trainers - Train Character Performers for their assigned roles in the Character Department.
5. Conduct warm-ups of Character Performers.
6. Coordinator of Training (CoT) Characters

### **B. CHARACTER ATTENDANTS** Character Attendants will be used to assist Character Performers, monitor the Character Performer's environment, communicate, facilitate the interaction with guests, and support the safety and quality of the guest experience. Character Attendants will be appropriately trained for the role.

Character Attendants may also be utilized to perform the duties listed in sections A.1, A.2, and E, and will be paid at the appropriate Character Performer pay rate for all actual hours worked performing these duties.

### **C. CHARACTER CAPTAINS\***

Character Captains are responsible for providing leadership and direction to Cast Members in the group, operation or function and may perform the same duties as other Cast Members. Duties shall include, but are not limited to, promoting teamwork and assisting the location team in meeting quality and quantity standards. Character Captains have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

Character Attendants and Character Performers may be used as Character Captains. Character Attendants and Character Performers used in this position will be paid the Character Captain rate.

#### **1. Responsibilities**

- (a) Completion of daily time sheet/attendance forms, or electronic equivalent.
- (b) Observation of set, parade, and show performance.
- (c) Review of Operating Guidelines for daily performance with all Character Performers/Character Attendants.
- (d) Advise Character Performers/Character Attendants of schedule and performance changes.
- (e) Administrative activity including preparation of attendance and scheduling reports.
- (f) Direction of daily performance activity covered by Operating Guidelines.

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\* Character Captains will follow Coordinator Job Classification Language (b-f) in Article 12. Section 8 of the STCU contract.

- (g) Character Captains must obtain and maintain a valid U.S. driver's license. If not obtained, Character Captains will be moved to a non-Captain role.
- 2. Rehearsal Captain: A Captain shall be assigned to support rehearsals when at least eight (8) or more Character Performers are present, or when otherwise assigned by Management. Where a Captain is not assigned, Management shall be responsible for meeting the contractual obligations regarding rehearsals.
- 3. Parade Captains: All Parade Captains shall be trained in both the proper usage of flashlight signals and in at least the minimum level of driver instruction, as well as be knowledgeable of all floats in current use.
- 4. Specialty Character Captains (Dispatch 1, Duty, ETR, Gantry Captain, Resource, Scheduling, Seasonal/Special Events Project): Specialty Captains new to the role, will be subject to a one hundred twenty (120) day qualifying period. If the Company determines during the one hundred twenty (120) day qualifying period that the Cast Member's performance is not satisfactory, or if the Cast Member requests a return within the one hundred twenty (120) days, the Company will return the Cast Member to his/her prior role.
- 5. If a Cast Member is regularly assigned a work schedule as a Captain for fifty percent (50%) or more of his/her time on a quarterly basis, he/she will be prospectively offered a statused role as a Captain. This provision excludes temporary assignments.

#### D. CHARACTER SUB-CAPTAINS

- 1. Sub-Captain interest sheets will be solicited for two (2) weeks with methods which may include posting on Character Memo boards, Company intranet, etc.
- 2. The Cast Member will set up a meet and greet with a Character Operations Manager or designee and obtain their support prior to submitting interest.
- 3. Once a candidate is chosen, he/she must successfully complete Captain training.
- 4. A Regular Full Time Captain or Sub-Captain who changes or has changed their status to Regular Part Time will be eligible to be used as a Sub-Captain. Any updated Captain training will be given to Regular Full Time Captains and available Regular Full Time Sub-Captains within the pool first, when operationally feasible.

#### E. PERFORMANCE VEHICLES AND FLOAT DRIVERS

- 1. This role entails the operation of Performance Vehicles and Parade Show Floats. The following qualifications are required to be considered for a Performance Vehicle and Float Driver role. These are the minimum requirements to ensure that these Show Units are operated safely for our Cast and Guests.
- 2. Requirements:
  - (a) Eighteen (18) years of age or older.
  - (b) Have and maintain a current and valid U.S. driver's license.
  - (c) Willing to be trained and operate all levels of the Walt Disney World Resort Character Department show vehicles and floats at all parks.
  - (d) Be comfortable working around and operating heavy equipment.
  - (e) Free of any physical or medical conditions that may limit your ability to safely operate heavy equipment.

- (f) Able to operate a motor vehicle at night.
- (g) Pass vision and hearing tests, as required.
- (h) Willingness to participate in the Walt Disney World Resort hearing conservation program.
- (i) Be responsive to feedback to include driver notes. On-going concerns with performance and/or safety would result in removal from the driver role.
- (j) Requires successful completion of training.

## **CHARACTER DEPARTMENT ACCIDENT/ILLNESS PROCEDURES**

A. **PERFORMANCE EMERGENCY PROCEDURES** The following guidelines are to be utilized when dealing with an accident or illness incurred in a performance situation:

1. Character Department Management, Character Captains or Character Attendants should make a valid effort to be in the general area of all Character Performer performance areas to monitor for possible emergency situations.
2. Emergency Services (First Aid or Reedy Creek Emergency) and the Character Duty Manager shall be contacted immediately in the event of an accident or illness.
3. Any Character Performer involved in a performance accident or illness that is still conscious and ambulatory shall be immediately assisted backstage.
  - (a) In the case of serious injuries (e.g., broken bones or possible broken bones), Reedy Creek Emergency or other qualified medical personnel shall be the ones to remove the costume.
  - (b) For the safety of Character Performers, a costume shall be removed by any means necessary to perform the required medical procedures needed by the Character Performer, including removal by cutting or tearing of the costume.
4. Character Performers involved in a performance accident or illness who are not ambulatory shall be assisted at the location until emergency assistance (First Aid or Reedy Creek Emergency) arrives (Sections A.3.(a) and A.3.(b) above being in effect). These Character Performers may be encouraged to remain in costume, but shall receive no discipline nor suffer any negative repercussions, if they choose to have the costume removed.
5. Character Performers involved in a performance accident or illness who are unconscious shall be assisted at the location until emergency assistance (First Aid or Reedy Creek Emergency) arrives (Sections A.3.(a) and A.3.(b) above being in effect). These Character Performers shall be taken out of costume at the location. Every effort shall be made to shield this procedure from Guests in the area.

## **B. EMERGENCY MEDICAL SITUATIONS**

1. When a Character Performer is transported away from the work location, a change of clothing (Character Basics, sweat shirt and pants and footwear) shall be provided as soon as possible.
2. For Character Performers being assisted at First Aid, Character Department Management shall continue to follow-up on the Character Performer's progress until the Character Performer is released. Management shall assist in making transportation arrangements for the Character Performer if needed.
3. Character Performers transported to an off-property medical facility shall be accompanied by a Company representative who shall remain with the Character Performer until the Character



Performer is released into the custody of a friend or family member, is admitted to the medical facility or the Character Performer is transported back to the work location and transportation home, if needed, has been arranged.

C. FIRST AID

1. Ice Packs - The Company agrees to provide ice packs or chemical cold packs, which are easily accessible to all Character Performers, at all performance and rehearsal locations and break areas for immediate application to injuries.
2. Eyewash - Eyewash bottles shall be provided immediately off-stage at all locations where pyro is used, and at additional Character changing locations as agreed to by the parties.

D. TRAINING IN HEAT PROSTRATION AND CPR

Character Captains shall be properly trained in CPR and in the correct handling of Character Performers suffering from heat prostration. As part of the initial training in the Character Department, Character Performers and Character Attendants will be provided information regarding the recognition and prevention of heat prostration.

E. PERFORMANCE VEHICLE AND FLOAT ACCIDENT POLICY

All accident occurrences shall be investigated. In those cases where the Cast Member (Driver/Captain) demonstrates negligence, disregard for safety procedures, or other unacceptable behaviors, Management reserves the right to require an immediate reassignment to a non-driver/directing role or to proceed with termination.

In those cases which do not require such action, Management will utilize the following accident policy:

1. An accident is defined as contact made in a float or performance vehicle with anything that results in damage. An accident memo will be issued for each accident. The accident memo will not be part of the Regular Full Time STCU Agreement disciplinary point system.
2. Two (2) accident memos within a rolling twelve (12) month period will result in removal from that role for a period of one (1) year.
  - (a) Driver – Removal from any Company driving role
  - (b) Captain – Removal from parade and/or Performance Vehicle directing role
3. It is the responsibility of all Cast Members to report any accident immediately to a Manager.

**SCHEDULES AND HOURS OF WORK**

A. GLOBAL SCHEDULING, VACATION SELECTION AND CASTING

1. ★ Global Schedule Selection

- (a) Global Bid - Global bids and Casting of show/parade, will take place two (2) times per year and will apply to all Cast Members. Cast Members will bid a line or bid to be in the Global Scheduling Pool. Cast Members in the Global Scheduling Pool will be scheduled on a preference basis. No less than eighty percent (80%) of Regular Full Time Cast Members, not cast in a show or parade, will have the ability to bid a line. The remaining Cast Members, not cast in a show or parade, will be part of the Global Scheduling Pool.

Character Captain and Character Attendant scheduling pools will be as follows: Magic Kingdom (two (2) scheduling pools – for example, Atmosphere/Dining, Parade/Shows/Base), Disney's Hollywood Studios, Epcot, Disney's Animal Kingdom, and Scheduling.

Character Captains and Character Attendants, within scheduling pools, will select individual available shifts and posted day off combinations to create their scheduling line by seniority.

- (b) During the global bid, Cast Members will select their line according to seniority. All bid lines will be posted fourteen (14) days prior to the bid. A Teamsters Local 385 Steward will be present during all bids. The Company will notify the Business Agent in advance of the schedule bid, to allow the B.A. to suggest Stewards for the schedule bid. The final decision will be made by the Company, based on business conditions and the availability of the Steward.
- (c) Transfers - Transfers into the Character Department must wait one (1) full year to exercise their seniority for bidding.
  - (1) Transfers for Character Captains and Character Attendants – Transfers between scheduling pools will continue to be based on open positions available and facilitated through Casting in accordance with Article 14 with the following criteria:
    - i. New property language will apply
    - ii. Global vacation transfer policy will apply
    - iii. Positions opened in scheduling pools will be listed as either a Character Captain or Character Attendant position, as determined by business needs
    - iv. No transfers will be processed from thirty (30) days prior to the bid
  - (2) If a Character Captain line is vacated temporarily (TA, MLOA, etc.) or not chosen during a bid, a candidate will be selected within fourteen (14) days in the following manner:
    - i. The line is first posted as a TA Character Captain role for volunteers who are existing Sub-Captains;
    - ii. If no one selects the role it will be assigned by reverse seniority to an existing Sub-Captain.
  - (3) For Sub-Captains who are "cast" in a role at the time an opening becomes available:
    - i. On the voluntary pass, Sub-Captain may elect to accept the TA role and be temporarily removed from their casting for the appropriate time period;
    - ii. For non-voluntary pass we will not utilize "cast" Sub-Captains.
- (d) Cast Members who are cast in a show or parade will submit scheduling preference forms two (2) times per year.

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★ *This provision only applies to Regular Full Time employees*

## 2. Casting

- (a) The Company reserves the right to cast and once cast, schedule individuals, based on the Company's assessment of the individuals' talent and without considering seniority, for performance roles, shows, parades and special events requiring specific talents or skills. Where possible, Management will give consideration to Cast Members' preferences on days off by seniority. Cast roles will require a commitment that runs the length of the casting period for performance roles, shows, parades, and/or special events.
  - (b) Interest Sheets - When an audition is not expressly held to cast a performance, show, or special event, the Company shall solicit interest (with methods which could include posting on Character memo boards, Company intranet, etc.). Character Performers shall have a minimum of fourteen (14) days to place their name on the list to indicate their interest for being cast in one of the available roles. Said interest sheets shall then be used by Management and the appropriate Show Director or Choreographer. Where a Character Performer has signed an interest sign-up sheet and is legitimately unavailable to attend the audition, the Company agrees to consider that Character Performer's most recent audition card and/or skills assessment if not more than one (1) year old.
3. Disney Character Events (DCE) - Once assigned to DCE as described in Selection and Audition Guidelines C, individuals are scheduled based on the needs of the events or trips. Once assigned in DCE, Management will give consideration to Cast Members' preferences on days off by seniority.
  4. Character Captain and Character Attendant vacation bid – Character Captains and Character Attendants will bid vacation within their own scheduling pools.
  5. Character Captain and Character Attendant schedule changes – Character Captains and Character Attendants may request schedule changes that cross scheduling pools.

## B. HOURS OF WORK

### 1. Minimum Shift

All shifts will be a minimum of four (4) hours in length. Shifts less than four (4) hours in length will be paid at a minimum of four (4) hours. Extensions of an existing shift will be paid at actual time.

### 2. Lunch

Character Performers will receive a one (1) hour unpaid lunch. If coming directly off set to begin a lunch, Character Performers will be given a minimum of five (5) paid minutes at the beginning of the lunch period and a minimum of five (5) paid minutes at the end of the lunch in order to change costumes.

Character Captains or Character Attendants shall receive an unpaid lunch period as provided for in the Regular Full Time STCU Agreement.

Where the Cast Member's lunch is interrupted by Management, requiring the Cast Member to return to work, the Cast Member will be paid for the entire lunch period.

Character Department shift lengths of 6.5 hours or less will not be scheduled a lunch. Character Department shift lengths of 6.6 hours to 6.9 hours will be discussed on a case by case basis between the Union and the Company to ensure the appropriate application of a lunch period. Character shift lengths of 7.0 or more will be scheduled a lunch.

### French Meals

The Company, in lieu of a meal break, may provide a meal of acceptable quality within the same time range. Once distributed, a minimum fifteen (15) minute break will be called to allow the Cast time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one (1) hour is provided. Food and beverages supplied as a French meal are at the Company's expense.

3. Break Areas

The Company will make every effort to provide appropriate break areas for Character Performers.

4. Weather Conditions

The Company will be sensitive to extreme weather conditions, such as heat, cold and humidity for reduction of workload and cold weather transportation. In cases of extreme cold weather, the Company will provide appropriate winter wear, whenever possible. In cases of extreme hot weather for outdoor performances, the Company will adjust sets appropriately. The Company reserves the right to make the final decision as to whether a performance will go on as scheduled. The Company will consider factors such as extreme weather, performance location conditions, air pollutants, and the physical welfare of the Character Performers when scheduling performances.

5. Overtime For Cast Members

- (a) Scheduled overtime which is canceled shall be paid unless the Cast Member is notified that it is canceled at least twenty-four (24) hours before the start time for the scheduled overtime shift. Additionally, cancelled overtime shall not be paid if the failure to notify is a result of conditions beyond the control of management, such as acts of God. Scheduled overtime will be assigned by seniority.
- (b) Voluntary overtime will be scheduled per the Cast Member's preference with no maximum of scheduled work time per week before being assigned to the next qualified Cast Member. However, the Company reserves the right to not schedule voluntary overtime which results in turnabout or double time. Mandatory overtime will be scheduled by reverse seniority order up to a weekly maximum of sixty (60) hours, excluding rehearsals and training. This will reflect our current load up practice. New hires within their first ninety (90) days will be scheduled up to a weekly maximum of fifty-two (52) hours for mandatory overtime.

6. Character Captain Overtime

Character Captain Overtime will be scheduled in accordance with the following overtime distribution sequence:

- (a) Straight time statused within pool
- (b) Straight time Sub-Captains
- (c) Voluntary overtime statused within pool
- (d) Mandatory overtime statused within pool
- (e) Voluntary overtime statused outside pool
- (f) Voluntary overtime Sub-Captains
- (g) Mandatory overtime statused outside pool
- (h) Mandatory overtime Sub-Captains

7. Character Attendant Overtime

Character Attendant overtime shall first be offered to Character Attendants, and then to Cast Members trained to perform the Character Attendant role. Character Performers who are qualified and have been approved to perform the Character Attendant role shall then be offered available overtime before any other classification.

8. Performances

Character Performers in non-cast activities/events will be scheduled according to seniority and approved roles and will be scheduled in costume as follows:

- (a) Warm-Up Period - Whenever appropriate, the Company shall schedule a coached warm-up period prior to the first set of the day.
- (1) Length - Each warm-up period shall be a minimum of fifteen (15) minutes in length.
  - (2) Equipment - The Company shall furnish all equipment required for warm-ups.
  - (3) Coaches - All warm-up sessions shall be directed by a qualified individual provided by the Company.
- (b) Fully Costumed
- (1) Out of costume time periods will equal performance time for fully costumed Character Performers whenever possible.
  - (2) No more than two hundred twenty-five (225) minutes per eight (8) hour shift, except in climate controlled venues, in which case no more than two hundred forty (240) minutes per eight (8) hour shift; or
  - (3) No more than two hundred eighty-five (285) minutes per ten (10) hour shift except in climate controlled venues, in which case no more than three hundred (300) minutes per ten (10) hour shift.
  - (4) Character Performers will be given sixty (60) minutes prep time at the beginning of their shift. This prep time will include all tasks required prior to their first performance, including warm-ups. A reasonable amount of time will be given to allow for costume changes during the course of the day. The Company and the Union agree that prep time may be impacted due to bona fide emergencies such as, but not limited to, show emergencies and Guest recovery.
  - (5) Fully-costumed Character Performers will be given thirty (30) minutes (which includes ten [10] minute de-prep time) at the end of their shift. No other dress and travel/walk time will be applicable.
- (c) Face Roles
- (1) For Face Characters, set times should normally not exceed a maximum of sixty (60) minutes for non-climate controlled venues and one-hundred five (105) minutes for climate controlled venues, whenever possible.
  - (2) No more than two hundred eighty (280) minutes per eight (8) hour shift, with the exception of climate controlled venues, in which case no more than three hundred five (305) minutes per eight (8) hour shift; or
  - (3) No more than three hundred forty (340) minutes per ten (10) hour shift, with the exception of climate controlled venues, in which case no more than three hundred sixty (360) minutes per ten (10) hour shift.
  - (4) Face Characters will be given a one (1) hour prep time at the beginning of their shift (consideration will be given for the complexity of the costume). This prep time will include all tasks required prior to the first performance. A reasonable amount of time will be given to allow for costume changes during the course of the day. The Company and the Union agree that prep time may be impacted due to bona fide emergencies such as, but not limited to, show emergencies and Guest recovery.
  - (5) Face characters will be given thirty (30) minutes (which includes ten [10] minute de-prep time) at the end of their shift. No other dress and travel/walk time will be applicable.
- (d) Character Captain/Character Attendant/Talent Assistants/Trainers
- (1) Character Captains, Character Attendants, Talent Assistants, and Trainers will Castzoom according to the provisions of the Regular Full Time STCU Agreement.

- (2) When Character Captains, Character Attendants, Talent Assistants, and Trainers are performing in a fully costumed character role or face character role, the provisions of 8 (b) (5) and 8 (c) (5) will be used.

(e) Character Attendants

Character Attendants will receive ten (10) minutes before the beginning of their first set as prep time.

9. Training Adjustments

- (a) Specialty/Trained Character Captain roles will be selected from within scheduling pools.
- (b) If no qualified candidate volunteers, a qualified candidate will be selected by reverse seniority.
- (c) Newly trained Specialty Character Captains will go into available shifts in that role.

## **SHOWS AND PARADES**

- A. NEW SHOW NOTICE When the Company is casting Character Performers in a new show or as replacements or substitutes, the Company will first consider Regular Full Time Character Performers already stashed to the Character Department through in-house auditions. The Company shall solicit interest for in-house auditions (with methods which could include posting on Character Memo boards, Company intranet, etc.) throughout the property fourteen (14) days prior to the audition so that interested Character Performers may make arrangements to schedule an audition.

B. REQUIRED REHEARSALS

1. For the training of a show, a Character Performer shall be given, if necessary, two (2) dress rehearsal runs at the performance or comparable location.
2. At the request of a current Character Performer who has not performed the show for at least twelve (12) weeks, there shall be a "brush-up" or "walk-through" rehearsal.

C. REHEARSAL BREAKS

1. Within any rehearsal period, there shall be a break of five (5) minutes after no more than fifty-five (55) minutes of rehearsal, except during run-throughs or dress rehearsals, when a minimum fifteen (15) minute break shall be given at the end of the show. This is in addition to the rest periods specified in the Regular Full Time STCU Agreement.
2. As new shows are implemented, the Company agrees to discuss with the Union adequate rest periods during rehearsals.

- D. PARADE TRANSPORTATION The Company will provide transportation for all Character Performers to parade step-off and from parade step-down when these locations are not in a reasonable walking distance.

## **COSTUMES**

The following have been established for utilization of Character Performer costumes and related items at Walt Disney World Resort:

A. COSTUMES

1. Character Basics Character Performers shall be furnished with T-shirts, shorts, cotton socks, skull caps, sweat bands, etc. (known as "Character Basics" or "Basics") to be worn under performance costumes.
    - (a) Exchange Character Performers may exchange these items on a one-for-one basis for dry, clean items as needed throughout the day.
    - (b) Special Events and Trips Character Performers may pack a sufficient number of Basics for each performance day on an off-property special event or Company business trip. When necessary, the Company shall make arrangement to have soiled Basics cleaned so that clean sets are available for each performance day.
  2. Character Costumes Weekly Any Character Performer who is scheduled in the same character costume four (4) or more days in a week, shall have a complete costume (including head and body) individually assigned or "tagged" for their use for consecutive shifts during the payroll week.
- B. ADVANCE AVAILABILITY OF COSTUMES All costumes shall be available to Character Performers prior to the first dress rehearsal, whenever possible.
- C. CLEANING All wardrobe, including those items in Section A.1. above, shall be clean and dry prior to each work day when given to a Character Performer and cleaned thereafter whenever necessary or as provided below:
1. All costume pieces shall receive a minimum of thirty (30) minutes of drying and sanitation between performances by different Character Performers. No Character Performer shall be required to wear any costume piece worn by another Character Performer within this minimum thirty (30) minute period.
  2. During the above sanitation period, on a daily basis, all character heads and shoes shall be treated with a disinfectant and dried.
  3. Character Performers who are required to wear a special bra shall have such item furnished by the Company and individually assigned. At the request of the Character Performer, trunks will be individually issued for costumes that include tights, sprockets, costume trunks, uni/leotards, etc. The Character Performer will be responsible for laundering the trunks.
- D. PROTECTIVE CLOTHING The Company shall furnish protective pads (knee, elbow, wrist, shin, etc.), shoes and clothing for all rehearsals and performances as requested by the Character Performer and validated by the Company.
- E. SHOES The Company shall provide the appropriate footwear for the location and tasks to be performed (clean, sanitary, of proper fit and in good repair).
1. Tumbling Footwear The Company will provide for all tumblers, appropriate acrobatic footwear which is designed to provide traction and reduce slippage on surfaces. Such footwear should fit properly and will be replaced upon signs of tearing or excessive wear.
  2. Skates When supplied by the Company, each Character Performer will be assigned a pair of in-line skates, roller-skates and/or ice skates when the Character Performer is used in such roles. Said footwear will be provided by the Company for all rehearsals and performances and shall fit properly and will be replaced upon signs of damage or excessive wear.
- Character Performers who are required to provide personal items to be worn during a rehearsal or performance shall be paid the following per day/week:
- Skates (In-line, Roller and Ice) – fifteen dollars (\$15.00) per day with maximum of fifty dollars (\$50.00) per week
- The Company shall provide no maintenance or repair for skates when these fees are paid.

Character Performers may petition the Company to maintain or repair his/her skates in lieu of the daily/weekly fee. This decision will be at the sole discretion of the Company.

- F. MASKS Masks where required, shall be constructed to allow heat ventilation and so as not to unduly impair vision or breathing. Masks shall be cleaned and disinfected at least once per week or cleaned and disinfected between use by different Character Performers.
- G. RAIN GEAR The Company shall provide distinguishable rain gear and/or umbrellas for performance support roles for use in traveling to performance locations and for use during the actual performance when there is inclement weather.
- H. MAKE-UP Where a Character Performer is required to wear a particular type of make-up, it shall be furnished by the Company. Alternative make-up shall be furnished on request.

## **PREMIUM PAY**

### **A. RATES**

Character Performers being utilized in the following roles shall be compensated at the corresponding hourly rate or receive the premium referenced below for actual hours worked in two (2) hour increments as a minimum and in one (1) hour increments thereafter. Pay premiums will not extend beyond the end of the shift.

1. Dive Characters Hourly Rate: \$25.00 per hour

2. Named Disney Face Characters Premium: \$3.25 per hour

(e.g., Cinderella, Pocahontas, Peter Pan)

This premium shall also apply to Trainers when they train named Disney Face Characters in named Disney Face Roles (no pyramid of other premiums).

The Company's Appearance Guidelines permits mustaches for male Cast Members, however, the Company reserves the right, based on the character integrity of some specific male face character roles, to not allow some male Cast Members to grow mustaches.\

3. Stilt/Skater Premium (e.g. Swing Thug) \$.50 per hour

4. Show Characters Premium \$.50 per hour

Show Premium is only for stage shows (e.g., Fantasmic!, Festival of the Lion King), seasonal shows (e.g., Sparkling Christmas Spectacular), puppeteer roles in stage shows and convention stage shows (e.g., Makin' Memories) and shall not be applicable for Special Events, parades, atmosphere or other similar activities.

5. Mover Premium: \$.50 per hour

The Mover Premium will be applied to "high" mover (4/5) roles when working in the role. Movers in shows will be paid the fifty (\$.50) cent Mover Premium instead of the Show Premium (no pyramid of Show and Mover Premiums). Management retains the right to cast roles and approve/disapprove in roles as with other cast roles. Management determines where and what roles qualify as "high" mover roles. The designation of roles as "high" mover role may be subject to change based on creative/operational changes.

6. Water Ski Premium: \$1.00 per hour

7. Performance Vehicle and Float Drivers:  
(for designated show vehicles only)

Level 3 (all Spotters, Hook and Unhook) \$.50 per hour

Level 2 \$.75 per hour

Level 1 (highest level) \$1.00 per hour



8. Puppeteers (Level 1): \$ .75 per hour  
(e.g., current roles at Playhouse Disney, Sebastian at Voyage of the Little Mermaid, Pocahontas and Her Forest Friends, Bear in Disney Stars and Motor Cars).
9. Specialty Character Captains (Dispatch 1, Duty, ETR, Gantry Captain, Resource, Scheduling, Seasonal/Special Events Project): \$1.25 per hour
10. Enchanted Tales with Belle Character Attendant \$0.50 per hour
11. Magical Words with Mickey (MWwM) Back Stage and On-Stage Character Role \$0.50 per hour  
Backstage Characters selected for MWwM must have at least one-hundred twenty (120) days of Character training and experience before they may be cast into the role.

## B. FACE AND SHOW PREMIUMS

A pay premium will be paid to Character Performers for Face Character roles and for stage shows. This applies only to Character Performers and is specific to only face roles and stage shows and should not be used as a basis for interpreting and applying any other premiums under the Regular Full Time STCU Agreement.

### 1. Face Premium

The Face Premium is paid only to named Disney Characters, that is, Character portrayals such as Cinderella or Peter Pan. The premium is paid in two (2) hour increments as a minimum and in one (1) hour increments thereafter for all hours worked in a qualifying face role. When applying this particular premium, the following provisions will apply:

- (a) Where a Cast Member is scheduled for the entire day in a qualifying face role, and is involuntarily assigned under the direction of Management to a role which does not qualify for the premium, and the assignment is less than twenty-four (24) hours prior to the start of the scheduled shift, they will still receive the premium for the entire shift. If the assignment is made twenty-four (24) hours or more before the start of the scheduled shift, the premium will not be paid.
- (b) Where a Cast Member is scheduled to perform in a qualifying face role and the set is canceled due to weather conditions or technical difficulties, they will still receive the premium for the dress time and the canceled set time, unless it is a circumstance under Article 12, Section 4 of the Regular Full Time STCU Agreement where no payment at all is warranted.

### 2. Show Premium

The Show Premium is only for stage shows, such as Festival of the Lion King or Fantasmic!. The premium will also apply to holiday stage shows such as Sparkling Christmas Spectacular and convention shows, such as Makin' Memories. The premium does not apply to parades, special events, atmosphere or other similar activities. When applying this particular premium, the following provisions will apply:

- (a) Where a Cast Member is scheduled for the entire day in a qualifying show, and is involuntarily assigned under the direction of Management to a role which does not qualify for the premium and the assignment is less than twenty-four (24) hours prior to the start of the scheduled shift, they will still receive the premium for the entire shift. If the assignment is made twenty-four (24) hours or more before the start of the scheduled shift, the premium will not be paid.

- (b) The performance of additional qualifying shows beyond the normally scheduled number of shows, but which occur within a Cast Member's shift, do not warrant the payment of additional premium pay beyond the Cast Member's rate in effect plus the Show Premium.
- (c) If a Cast Member is scheduled for a four (4) hour call which involves the performance of a qualifying show, they will receive the premium for the entire four (4) hour call.
- (d) Where a Cast Member is scheduled to perform in a qualifying show and the show is canceled due to weather conditions or technical difficulties, they will still receive the premium for that show, unless it is a circumstance under Article 12, Section 4 of the Regular Full Time STCU Agreement where no payment at all is warranted.

Current shows approved for the show premium will serve as examples. As required, the list of shows may be adjusted as shows change or new shows are developed.

## **FILMING AND VIDEO TAPING FOR OUTSIDE/THIRD PARTY PRODUCERS**

Character Performers may be assigned to studio or location work for filming and video taping for outside/third party producers (hereinafter referred to as "Outside Producers") and will be covered by the Regular Full Time STCU Agreement at all times. The contractual provisions of this **Section** shall not apply to those instances in which Character Performers at Walt Disney World Co. are assigned to a direct contractor producing for the sole benefit of Walt Disney World Co. The test being whether the charge for the Character Performers' service is billable.

- B. **COMPENSATION** In those instances in which the billable test is satisfied, Character Performers shall receive thirty dollars (\$30.00) per hour for all hours worked for an Outside Producer. The normal workday shall consist of ten (10) hours at straight time; however, in all cases the minimum call will not be less than five (5) hours. The Character Performer will receive time and one-half (1½) for all hours worked in excess of ten (10) hours in a workday.

Character Performers assigned to work for Outside Producers when the charge for their services is not billable, will work solely under the provisions of the Regular Full Time STCU Agreement at their statused rate of pay.

- C. **BENEFIT ACCRUAL** Hours worked for third party entities shall be calculated and counted as time worked for benefit accrual purposes in accordance with the Regular Full Time STCU Agreement.
- D. **MEAL BREAKS** A minimum time of one-half (½) hour to a maximum of one (1) hour unpaid lunch period will be assigned to each Character Performer scheduled to work more than five (5) hours. Such lunch period shall be taken as near as practicable to the mid-point of the scheduled shift. If a Character Performer does not begin a meal period prior to commencement of the sixth (6th) hour of work, they will be paid a meal penalty for delayed meals as follows:

First one-half (½) hour meal delay or fraction thereof:	\$8.50
Second one-half (½) hour meal delay or fraction thereof:	\$11.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof:	\$13.00

## **TRAVEL POLICY FOR CAST MEMBERS**

The following guidelines have been established for payment to Cast Members for time spent in travel on Company authorized business trips. These procedures have been developed to specifically apply to travel by Walt Disney World Cast Members. Please refer any questions to Management.

- B. **DEFINITION** A business trip is defined as any trip off Company property which requires overnight travel or a return trip on a different day.

C. QUALIFICATIONS On those occasions when the Cast Members of the Walt Disney World are requested to perform in a road show or to appear in any Walt Disney World promotion, production, or presentation requiring overnight accommodations at an off-property site, the Company will endeavor, within operational constraints, to send a Walt Disney World Cast Member represented by Teamsters Local 385 on the trip.

D. TRAVEL TIME Management will determine the hours for which a Cast Member will be compensated for travel during business trips based on the following guidelines:

1. A Cast Member scheduled to travel at the beginning or end of a work shift will be paid for his/her normal straight time hours plus additional travel hours not to exceed a combination of twelve (12) total hours for time spent in travel.
2. Actual travel time occurring on a Cast Member's day off or holiday and which corresponds to a normal scheduled shift will be paid and considered as hours worked for the purpose of computing overtime, with a minimum four (4) hour call, and thereafter actual travel time up to a maximum of eight (8) hours pay.

D. HOURS WORKED

1. Cast Members will be guaranteed a minimum eight (8) hour day for each day of scheduled work while on a business trip. This time may not necessarily be consecutive time, but shall not be broken into more than two (2) separate calls.
2. Hours worked in excess of eight (8) in a day or forty (40) in a week will be paid at the overtime rate.
3. Cast Members may be scheduled for a break in shift if there is a period of at least three (3) hours of time between the end of one call to the start of the next call. If less than a three (3) hour break is allowed, the Cast Member will be paid from the beginning of his/her shift to twenty (20) minutes after the completion of the final performance or upon return to the hotel. The return to the hotel shall not be interrupted unless by mutual agreement of the Cast Member(s) and the Manager.
4. Cast Members may be scheduled for days off while on a business trip.
5. All Cast Members will be guaranteed a forty (40) hour week on business trips that encompass all seven (7) days of the payroll week.
6. If a business trip calls for a Cast Member to work a seventh (7th) consecutive day within a payroll week, the seventh (7th) consecutive day shall be paid at double time. For purposes of this provision, the payroll week is defined as in Article 10, Section 1 of the Regular Full Time STCU Agreement.
7. Hours worked in excess of fourteen (14) in a payroll day while on a business trip will be paid at double time.
8. A one (1) hour unpaid lunch period will be assigned to each Cast Member scheduled to work more than five (5) hours. Such lunch period shall be taken as near as practicable to the mid-point of the scheduled shift, but no later than six (6) hours from the beginning of the shift. If a Cast Member does not begin a meal period prior to commencement of the sixth (6th) hour of work, they will be paid a meal penalty for delayed meals as follows:

First one-half (½) hour meal delay or fraction thereof:	\$8.00
Second one-half (½) hour meal delay or fraction thereof:	\$10.50
Third and each succeeding one-half (½) hour meal delay or fraction thereof:	\$13.00

Cast Members will not be eligible for meal penalty when the time period coincides with air travel if:

- (a) an opportunity to purchase a meal prior to boarding is given; or




- (b) the airline provides a meal (for purposes of applying this penalty, the parties agree to abide by the airline's designation of food served on the flight as constituting a snack or a meal); or
  - (c) immediately upon disembarking, the Cast Member is offered a choice of a meal in the airport facility. If all Cast Members agree to wait until another facility is available, meal penalty will be waived for a two (2) hour period. If a meal is not provided in this two (2) hour time frame, the meal penalty will then begin. If any or all of the Cast Members want to eat immediately upon disembarkation and a meal is not provided, the meal penalty will be invoked from the time of disembarking until said meal time is scheduled; or
  - (d) the Company provides a French meal. The Company, in lieu of a meal break, may provide a meal of acceptable quality within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the Cast time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one (1) hour is provided. Food and beverages supplied as a French meal are at the Company's expense.
9. Upon the request of a Cast Member, made a minimum of seven (7) days in advance of a scheduled business trip, the Company will make every effort to furnish the Cast Member with his/her paycheck and make banking arrangements as necessary. The business trip must include a minimum of five (5) days of any given payroll week.

#### E. CAST MEMBER EXPENSE FOR TRAVEL

1. The Company assumes responsibility for all reasonable expenses incurred in acquiring passports and visas for international tours where necessary. The Cast Member should check with Management as to the proper procedure for acquiring the necessary documents.
2. All Cast Members traveling on behalf of the Company are entitled to:
  - (a) transportation - round trip (Coach)
  - (b) hotel accommodations
  - (c) upon signing a receipt, daily cash advance (minimum fifty dollars (\$50.00), pro-rated as appropriate for partial days) to cover actual business expenses as determined by Walt Disney World Finance as appropriate for the cities included on the business trip, such amount to be replenished on a daily basis provided the Cast Member turns in the receipts/change from the previous day.
  - (d) the expenditure of cash advances and the reimbursement of expenses subject to the terms and restrictions of the Company's travel policies. The Company agrees that upon completion of all necessary expense reports, they will be promptly submitted for reimbursement.

#### F. CAST MEMBERS' PERSONAL RESPONSIBILITY

1. The Cast Member is expected to make his/her own arrangements for reaching the point of departure from Orlando for a business trip.
2. The Cast Member is expected to provide his/her own personal wardrobe and baggage suitable for a business trip. When traveling on behalf of the Company, the Cast Member will be expected to meet Company appearance guidelines with regard to attire and grooming.
3. Cast Members maintain their Group Insurance and Workers' Compensation coverage when traveling on behalf of the Company. The Company does not assume responsibility for personal illness or injury that is not work-related.

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4. Management must approve Cast Members staying in accommodations other than those provided by the Company. These Cast Members shall keep the Manager informed of how to contact them in case of emergency situations.
  5. Cast Members must notify Management at least seven (7) days prior to departure or upon trip assignment of any special dietary needs (e.g., vegetarian meals).

G. CONDITIONS

1. Whenever possible, Managers shall be Character Department Management familiar with Cast Members and the administration of this Addendum.
2. All traveling during a business trip shall be scheduled so that Cast Members will arrive at the performance location a minimum of sixty (60) minutes in advance of the first scheduled performance, whenever possible.
3. Before the next period of travel, the Company shall allow a minimum of sixty (60) minutes, whenever possible, at the hotel or other facility for personal grooming.

## APPENDIX A<sup>3</sup>

The following parties agreed to settle a dispute over the usage of performers covered under the Equity collective bargaining agreement and Characters covered under the Service Trades Council Union agreement: Actors' Equity Association ("Equity"), the International Brotherhood of Teamsters, Local 385 ("Teamsters") and WALT DISNEY WORLD CO. ("the Company"). This agreement to settle reached by the parties without any admission of wrongdoing or liability, but rather is based on the recognition that harmonious labor relations demanded a good faith effort be made to reach a mutually satisfactory resolution among the Unions involved while at the same time maintaining for the Company the continued ability to use Equity performers and Characters in a fashion consistent with past practice except where specifically modified by the terms of this agreement. Based on this premise, the parties to this settlement agreement do hereby agree as follows:

1. Principal actors and singers are covered and will continue to be covered by and subject to the terms of the Equity/WDW collective bargaining agreement. Principals include:
  - performers who play roles in stage shows, whether acting, singing, dancing or performing stunts, except named Disney Characters who do not sing live, speak scripted dialogue, or named Disney face Characters who do not perform stunts or perform advanced dance (such as Cinderella on point or partnering with lifts);
  - improvisational actors;
  - atmosphere actors, which includes atmosphere work where the actor is expected to enact scenes or do stunt work (this does not include Character Meet and Greet work, such as CHARACTER BREAKFASTS, or simple atmosphere enhancement such as Disney's Hollywood Studios NEWSBOYS, GREEN ARMY MEN);
  - story tellers, excluding named Disney Characters who read stories;
  - master of ceremonies, narrator, announcer and disc jockey work.
2. Those performing parade work, except those performing live singing, improvisational acting, or speaking scripted dialogue (example: Director role in Studio parade) are and will generally be covered by and subject to the terms of the Service Trades Council Union collective bargaining agreement. Performers stunted in the Equity unit may also be assigned to appear in parades (see Paragraph 10).
3. Those performing pageant or "flood" work are and will continue to be covered by the Service Trades Council Union collective bargaining agreement.
4. All those performing named Disney Character work are covered by and subject to the Service Trades Council Union collective bargaining agreement, except named Disney Characters engaging in live singing or speaking scripted dialogue, and except advanced dance by named Disney face Characters (such as Cinderella on point or partnering with lifts), which is Equity work.
5. Character Meet and Greet work is covered by the Service Trades Council Union collective bargaining agreement. However, performers in the Equity unit will continue to be assigned to do Meet and Greet work in accordance with past practice, such as when shows are lost, or to maintain Character continuity on tour or during conventions and special events.
6. Those performing story reading by named Disney Characters are covered by the Service Trades Council Union collective bargaining agreement (this does not preclude the reading of stories by Merchandise host/hostesses or similar classifications as part of a spontaneous Take Five or Magical Moment type of guest experience).

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<sup>3</sup> Should any discrepancies arise, the original signed document will prevail

7. Ensemble performers continue to be covered by and subject to the terms and conditions of the Equity collective bargaining agreement as follows:
- the ensemble of any “book” show (where there is a script and a plot) where the performers portray people (such as POCAHONTAS ensemble portraying the tribespeople and British sailors, or the BEAUTY AND THE BEAST ensemble portraying townspeople, servants and guests), or portray animals with individual personalities and human characteristics;
  - the dance ensemble of any dance or musical stage show (such as KIDS OF THE KINGDOM, PLEASURE ISLAND DANCERS, or HOLLYWOOD HOLLYWOOD type shows), including “stage shows” which the Company directs to be performed on a non-traditional surface (such as CANIDANSE) or which are of an ethnic nature (such as POLYNESIAN LUAU). This does not include parades;
  - singing ensembles for all “stage” shows and conventions (such as VOICES OF LIBERTY). This does not preclude the use of cast and volunteer choirs for special holiday events and special events. This does not include unison flood singing (such as the finale to JOLLY HOLIDAYS);
  - stunt and acrobatic ensembles (such as EPIC STUNT THEATRE or the RED PANDA acrobats). This does not include Character skills like stilt walking, in line skating, bicycling, or skate boarding, if the individuals performing such activities are not also singing live, doing improvisational acting, or speaking scripted dialogue.
8. Ensemble performers are covered under the Service Trades Council Union collective bargaining agreement as follows:
- as puppeteers in “book” shows where they do not also portray people and sing or speak live (such as VOYAGE OF THE LITTLE MERMAID, THE LION KING, Grandmother Willow in POCAHONTAS, or the Drug Awareness Program). Such puppeteers may be seen and/or have faces showing as long as they are neutral in character and without personality;
  - in stage shows when costumed as named Disney Characters; or in stage shows when costumed in a fashion which covers the full face or when costumed with faces showing but where the Characters do not portray people or animals with individual personalities and/or human characteristics, or sing or speak scripted dialogue or perform dance movements beyond what the average person with reasonable coordination can learn in a relatively short period of time.
9. The Company may assign ensemble performers under either the Equity agreement or the Service Trades Council Union agreement as follows:
- as extras to augment a Dance ensemble covered by the Equity agreement (such as SPARKLING CHRISTMAS SPECTACULAR, JOLLY HOLIDAYS, or TOTALLY MINNIE);
  - as ensemble for in-house Cast Member events (such as Guest Fanatics Awards, 5-Star Awards or Department Christmas Shows). This does not preclude the appearance of O & T or Management personnel in such shows on an occasional or sporadic basis as a show feature;
  - as extras to augment named Disney Character shows (such as FROM ALL OF US TO ALL OF YOU and SPLASHTACULAR [except as to the six featured girls and the kick line, on which there remains a disagreement]);
  - in street performances by parade cast, Characters or performers which are part of a larger spectacular event (for example, Marketing events, grand openings or the Millennium celebration). If the spectacular is ongoing, the Company agrees to consult with either Union, on request, regarding its casting assignments.

In all instances under paragraph 9, all performers in the referenced group would be covered under the same agreement.

10. If any performers covered by the Equity agreement are assigned to perform work normally covered by the Service Trades Council Union agreement (for example appearing in parades or Meet and Greet sets at conventions), the Equity unit performers' pay shall not be reduced in such instances. If Characters are assigned to perform Equity work, they shall be paid the higher of the Character's own rate or time-carded up in accordance with the Equity collective bargaining agreement. The assignment of Characters to perform work normally covered by the Equity agreement shall be limited to occasional or short term basis (such as "subbing" for a Principal or holiday/seasonal show). The time-carding up shall be for the period of time in which the Equity work is performed. During such periods, each group, be it Equity or Character, shall remain subject to the terms and conditions of the collective bargaining agreement to which they are statused.
11. All shows prior to the date of this agreement are hereby "grandfathered" with the following exceptions:
  - if the "Russian Dancer" role as it is presently choreographed is used in SPARKLING CHRISTMAS SPECTACULAR or a similar holiday show, it will be covered under the Equity agreement;
  - HUNCHBACK; which the parties have handled separately.
12. These guidelines shall have no effect on, nor shall they serve as a waiver of any right which exists to assign work to any group excluded from coverage under either collective bargaining agreement.

In the event we have a future disagreement with either Union on this issue, we have agreed that we will attempt to informally resolve that dispute by submitting it to a tripartite Committee consisting of representatives of the Company, Equity and the Teamsters. This group will make a non-binding recommendation for resolution.

## APPENDIX B

### PROCEDURAL AGREEMENT<sup>4</sup>

This document sets forth agreement among Walt Disney World Co. (Company), Actors' Equity Association (Equity), and the International Brotherhood of Teamsters Local 385 (Teamsters) as to procedures for determining jurisdiction and resolving disputes as to jurisdiction over the assignment of work by the Company as Character or Equity work. Such determination shall be in accordance with the 1997 Settlement Agreement between the Company, Equity and the Teamsters (1997 Settlement Agreement) (Appendix A) which defines the jurisdiction of each of the two unions with regards to entertainment work assigned by the Company.

When the Company has determined that it will produce a new performance, or that an existing performance will be substantially changed (e.g. change in duties, reassignment of duties, and/or increase or decrease in the number of performers), the following steps will be taken:

1. Where Character and Equity Performers have been assigned to perform together during the same performance, a script or storyboard and cast breakdown will be sent to both unions by the Company no less than ten (10) calendar days prior to auditions for either Characters or Equity performers.

For new or substantially changed performances where only Character or Equity Performers have assigned to perform, upon the request of either Union, the Company agrees to provide a copy of

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<sup>4</sup> Should any discrepancies arise, the original signed document will prevail.



the script or storyboard and cast breakdown within five (5) business days of the request or when the script or storyboard is available.

2. Representatives from the Company, Equity, and the Teamsters shall meet prior to such auditions, however if either of the Unions are not available, the Company shall not be impeded from moving forward with the audition, rehearsal or first public performance.
3. Rehearsals will be viewed by representatives of both unions to ensure that the show as finally staged, is cast in accordance with the correct jurisdiction as set forth in the 1997 Settlement Agreement and the two Unions' collective bargaining agreements with the Company.
4. The parties agree that any disputes regarding the assignment of work by the Company as Character or Equity work shall not be grieved by the Unions and must be submitted to a tripartite committee consisting of representatives from the Company, Equity, and the Teamsters.

If the parties cannot reach a resolution through use of a tripartite committee, the parties agree to follow the steps below for jurisdictional disputes:

A. Arbitration – The dispute will go to expedited arbitration as set forth below:

1. The parties shall designate a permanent panel of three arbitrators, with each party designating one arbitrator (Richard P. Deem, Jack Clark, James J. Sherman). Each arbitrator shall hear disputes on a rotating basis; however, in the event a member of the panel is not available to hear a dispute in his proper turn, the next arbitrator on the panel shall be substituted.
2. The parties should reach agreement concerning any jurisdiction dispute within four (4) weeks after the first public performance before any audience (the "soft opening"), or the issue will be submitted to arbitration by the party or parties raising the dispute.
3. The arbitration shall take place within two (2) weeks after the postmark date on the letter to the arbitrator by the party initiating the arbitration, and the Arbitrator has seventy-two (72) hours after hearing the case to make a determination. The Arbitrator's determination shall apply only to the show where the jurisdictional issue has occurred. The arbitrator shall have no authority to add or modify the 1997 Settlement Agreement or the collective bargaining agreements between the Company and the Unions.
4. Evidence concerning past practices submitted in the arbitration will be limited to only those practices on the Walt Disney World Resort Property as defined in the scope of the Collective Bargaining Agreements with Equity and the Service Trades Council Union/Teamsters.
5. Each party will put forth a remedy and the arbitrator shall choose one of those remedies. Two (2) of the three (3) parties can submit the same remedy, although no weight shall be given to the fact two (2) parties are in agreement. The decision will be based on the validity of the evidence and argument, not majority rules. The remedy requested by the parties shall be limited to the show where the jurisdictional dispute has occurred.
6. The parties to this agreement agree to pay one-third (1/3) of the costs associated with an arbitration resulting from a jurisdictional dispute.

B. Changes after Casting as a result of Tripartite Committee resolution or arbitration:

1. If a role has been cast as a Character, which is then deemed to be an Equity role, the Company may offer an Equity contract to the most qualified candidate. If the Character performer is offered an Equity Individual Employment Contract (IEC), the Company will give consideration as to the length of the Equity contract (IEC), so that the Cast Member will have the option of returning to the STCU/IBT bargaining unit prior to one (1) year, and not lose their seniority rights per Article 13, Section 6, of the Full Time STCU Agreement currently in effect. However, if the Character Performer accepts the IEC and later opts to return to the STCU/IBT bargaining unit, they will be

precluded from exercising their seniority for the purpose of bidding lines as stipulated in Attachment 4A.1.(c) the current IBT Addendum Agreement.

2. If a role has been cast as Equity, which is then deemed to be a Character role, and is to be covered under the STCU/IBT Agreements, the Company will make every effort to place said performer in another show on property in a role covered by the Equity Agreement, or, solely at the performer's option, the Company may retain the performer in the original role, placing the performer in the role covered under the STCU/IBT Agreements. If the performer cannot be placed elsewhere in an Equity role or refuses to be placed in another Equity role or does not wish to remain in the original role covered by the STCU/IBT Agreements, the Company may terminate the Performer's contract with two (2) weeks notice as specified in Rule 8(I) of the Equity Agreement currently in effect; and, if applicable, the performer will receive the severance package as specified in Rule 8(H)(1) of the Equity Agreement currently in effect; and, if the Performer is on a first year contract, the Company will provide relocation, if applicable, as specified in Rule 9 of the Equity Agreement currently in effect.

## APPENDIX C

### Characters Rehearsing Equity Roles



Walt Disney World Co..

## Memorandum

To: Those Concerned

Date: August 29, 2007

From: Zonia K. Wynns

Subject: Characters Rehearsing Equity Roles

The Company has been working over the past several months with both Actors' Equity Association ("Equity") and the International Brotherhood of Teamsters, Local 385 ("Teamsters") to clarify the proper payment of Characters covered under the Service Trades Council Union agreement, while rehearsing work in roles covered by the WDW/Equity collective bargaining agreement.

1. The parties have agreed that Character performers who are rehearsing or performing Equity roles should be paid their statused rate of pay or the minimum rate paid for that Equity role or job function, whichever is higher. (See WDW/Equity CBA Rule 16A)
2. Character premiums are not applicable to the rate of pay when rehearsing and/or performing Equity roles.

## **Addendum B-3**

### **UNITE HERE! Local 362**

Unless otherwise designated, the following items apply to all disciplines within UNITE HERE! Local 362 jurisdiction:

#### **Labor/Management Committees**

Shop Stewards scheduled to attend an LMC meeting on his/her day off will be paid according to Article 10, Section 4 of the STCU Agreement.

#### **Employee Rights**

The Company commits that UNITE HERE! Local 362 designated Shop Stewards will be utilized to represent UNITE HERE! Local 362 bargaining unit employees, when operationally feasible.

#### **Bidding Process**

Where the presence of a Shop Steward is applicable under Article 10, Section 5(a), UNITE HERE! Local 362 will designate the Shop Steward for the schedule bid.

A weekly copy of the posted schedule will be made available to the designated Shop Steward.

#### **Exercising Preference on Transfer**

Employees who submit "preference sheets" to determine their weekly schedules and transfer into a work location in between schedule bids, will be allowed to submit "preference sheets" to exercise his/her seniority for time of day, hours per week, and location. This provision does not apply to days off.

#### **Company Vehicle Operations Standard**

The parties recognize the Company's obligation to provide a safe means of transportation to its employees and/or Guests and agree that all accidents or occurrences must be investigated and disciplined on an individual basis. In those cases where the employee demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may require immediate transfer (to a non-driving role), discipline and/or termination. In those cases which do not require such action, the Company will utilize the following accident policy:

1. An accident is defined as contact made with a Company vehicle that results in damage to property or person and driver (employee) was at fault.
2. Two (2) accidents within a rolling twenty-four (24) month period may result in the removal from any role in which driving may be required.
3. Any dispute on application of this shall be subject to the grievance procedure.
4. It is the responsibility of all employees to report any accident immediately to a manager. Failure to report any incident or accident may result in termination.

#### **ATTRACTIONS** (includes Attractions, Auto Plaza, Slide Operations and Ticketing):

Cross-training will occur upon the request of the employee at least once every nine (9) months to other Attractions within his/her statused business unit.

Any employee who is out of an Attraction for six (6) months or more shall go through the appropriate re-certification process upon his/her return. It will be at Management's discretion to determine if additional training is needed.

Riverboat employees working in the Steam position (boiler only) will receive a thirty cents (\$.30) premium for actual hours worked specifically for working the Steam position.

Steam Train employees working in the Fireman and Engineer positions only will receive a thirty cents (\$.30) premium for actual hours worked. Employees trained as a Steam Train Engineer who work in the crossing position, will receive a thirty (\$.30) cents premium for actual hours worked.

### **Attractions Host/ess Trails**

Employees who request a transfer to the Attractions Host/ess Trails will be required to complete an interview and/or audition as part of the selection process.

Employees in the Attractions Host/ess Trails position will participate in a structured training, observation and feedback program that allows for performance based recognition and counseling directly related to subject matter, content and delivery.

Any Employee in the Attractions Host/ess Trails position who receives two reprimands for job performance in a rolling twelve (12) month period will be transferred to an Attractions Host/ess position.

### **Attraction Host/ess Operating Guidelines (OGs) Error Discipline**

When a one (1) or two (2) point reprimand is issued to an Attractions Host/ess for violating an Operating Guideline (OG), upon their request, the Attractions Host/ess will be retrained pursuant to the specific OG violation.

In those instances when the Company has deemed an Attractions Host/ess has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may:

- a) require immediate transfer (to another classification) in conjunction with the appropriate discipline; or
- b) terminate.

### **Innoventions Transfer Process**

Future World West Attractions Host/ess may apply for Presenter positions for a period of one (1) week prior to the opening being released to Casting. Selection(s) will be made in accordance with STCU Article 14.

### **AUTO PLAZA TICKET SELLERS**

#### **Cash Handling and Operating Guidelines Error Discipline**

Cash Handling discipline and Operating Guidelines/errors discipline will be combined and issued separately from the Regular Full Time STCU Agreement disciplinary point system.

1. General: In no event will Auto Plaza WDW Host/ess receive discipline for both Cash Handling and Operating Guidelines errors for the same violation.

The Company reserves the right to discipline outside this Guideline when just cause exists.

2. Cash Handling: An overage or shortage in cash and/or tickets that is the result of an errant transaction or a Operating Guidelines error and that results in a financial loss to the Company shall be subject to the Cash Handling Guideline below:

OVER AND SHORT MATRIX	
½ MARK	\$10.01 to the price of one automobile (base ticket) * (with tax) when referenced at the time of incident
1 MARK	The price of one automobile ticket (base ticket) * (with tax) plus one (1) cent to the sum of two automobile base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of greater than two automobile tickets (base tickets) * (with tax) plus one (1) cent or more when referenced at the time of incident

*\*Ticket refers to an automobile parking ticket (base ticket).*

#### **Operating Guideline Errors**

- (a) The following Operating Guideline errors shall result in two (2) marks:
1. Failure to log out of a Walt Disney Company Ticketing system.
  2. Working out of an incorrect or unauthorized fund.
- (b) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:
1. Leaving tender of greater than Ten Dollars (\$10.00) in value unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
  2. Lost keys or failure to return keys to the key system
  3. Carrying any of the following: cash, coin, traveler's checks, Disney dollars, Gift Cards with value unescorted.
- (c) Violation of Operating Guidelines (OGs) may result in disciplinary action up to and including termination, in accordance to STCU Article 18.

Over and Short variances and/or Operating Guideline errors as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6 (b).

Upon reaching the second (2nd) reprimand, retraining will be offered. At the employee's request, an employee shall be transferred to a non-cash handling position after receiving a third reprimand for cash handling. Should the employee decide to remain in a cash handling position and reach the fifth (5th) point, the employee will be involuntary terminated.

Operating Guidelines errors that result in a financial loss to the Company will be treated as cash handling errors and shall have marks assessed based upon the cash handling guidelines

Over & Short variances of \$200.00 or more will result in a two (2) point cash handling reprimand.

Employees will be informed in all instances when they are issued marks even when the marks do not result in discipline.

**TICKETING**

Discipline as a result of overage/shortage will be presented and discussed with the employee within fifteen (15) calendar days after the date of the violation, unless prevented by the absence of the employee or extenuating circumstances beyond the control of the Company.

Cash Handling and Operating Guidelines error discipline shall each be handled separately under its individual discipline system as long as any Operating Guidelines error that results in a monetary loss to the Guests or the Company is documented in the Cash Handling matrix.

When assigned to a Ticket Sales location, Attractions Hosts/esses at Blizzard Beach, Typhoon Lagoon, and ESPN's Wide World of Sports box offices will receive premium pay of forty cents (\$.40) per hour for all hours worked performing Guest Services duties. Ticket Sales duties include, but are not limited to, ticket sales, ticket refunds, ticket upgrades, ATS transactions, vouchers, and dining reservations. The Guest Services premium will not apply to locations other than those stated above.

**A. Cash Handling and Operating Guidelines Discipline**

Cash Handling discipline and Operating Guidelines/errors discipline will be combined and issued separately from the Regular Full Time STCU Agreement disciplinary point system.

- (1) General: Discipline issued for cash handling or Operating Guidelines errors will not be covered under the general five (5) point disciplinary system. In no event will Ticket Sellers receive discipline for both cash handling and Operating Guidelines errors for the same mistake.
- (2) Cash Handling: An overage or shortage in cash and/or tickets that is the result of an errant transaction or an Operating Guidelines error that results in a financial loss to the company shall be subject to the guideline below.

OVER AND SHORT MATRIX	
½ MARK	\$10.01 to the price of a one (1) day adult base ticket * (with tax) when referenced at the time of incident
1 MARK	The price of a one (1) day adult base ticket* (with tax) plus one (1) cent to the sum of two (2) adult day base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of two (2) adult day base tickets* (with tax) plus one (1) cent or more when referenced at the time of incident

*\*Ticket refers to a 1-day Water Park Ticket.*

Over and Short variances as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6 (b).

### **Operating Guideline Errors**

- (a) The following Operating Guideline errors shall result in two (2) marks:
1. Failure to log out of a Walt Disney Company Ticketing system.
  2. Working out of an incorrect or unauthorized fund.
- (b) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:
1. Leaving tender of greater than ten dollars (\$10.00) in value unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
  2. Lost keys or failure to return keys to the key system
  3. Carrying any of the following: cash, coin, traveler's checks, Disney dollars, Gift Cards with value unescorted.
  4. Issuing compensation, comp tickets, or performing any transaction other than a straight sale for a family member, relative or friend. All transactions, other than straight ticket sales must be approved and performed by a GSM who is not a family member, relative or friend of the Guest.

Upon reaching the second (2nd) reprimand, retraining will be offered. At the employee's request, an employee shall be placed in a non-cash handling position after receiving a third reprimand for cash handling. Should the employee decide to remain in a cash handling position and reach the fifth (5th) point, the employee will be involuntary terminated.

The Operating Guidelines errors that result in a financial loss to the company will be treated as cash handling errors and shall have marks assessed based upon the cash handling guidelines.

Employees will be informed in all instances when they are issued marks even when the marks do not result in discipline. The Company reserves the right to discipline outside these guidelines when just cause exists.

### **CUSTODIAL**

**Utility Premium Pay** - Custodial Hosts/esses will receive forty (\$40) cents per hour premium pay for all hours worked when operating the following equipment or performing the following tasks.

1. Hot and cold water Pressure Washer - Operators will receive the premium pay when utilizing a kerosene, electrical or gasoline fuel operated hot and cold water pressure washer.
2. (a) Sweeper Truck  
(b) Ride on Sweeper/Scrubber/Pressure Washer
3. Truck and/or Trailer Mounted Extractor
4. Forklift
5. Highreach
6. Confined space work which requires special training and equipment
7. Operates gas-powered soaper
8. Genie Lift\*
9. Scissor Lift\*
10. Small Carpet Extractor



11. Window Washer – Window washing is a utility function defined as cleaning windows at various heights, utilizing typical professional window washing tools which may include, but not limited to squeegee, scrub wand and brush. Spray bottle cleaning of glass or mirror surfaces is not considered window washing utility work.
12. Hosing
13. Litter Hawk
14. Floor Refurbishment – For Wood, Terrazzo and Marble floor refurbishment only (restore to raw material and build back-up only). Not to include screening process, machine scrubbing or topping off.
15. Sand Pro
16. Boats for Water Cleanup
17. Rappelling Crew – For all locations requiring rappelling as defined as, certification through Reedy Creek, must descend or ascend on a rope with harness and figure eight harness and jumal. Also to include spotter (must have same training). Employees working in the capacity of rappelling will receive an additional fifty (\$.50) cents per hour premium for actual hours worked.

If an employee has a (regularly) permanently assigned work schedule which requires using the equipment listed above for fifty percent (50%) or more of his/her time on a quarterly basis, he/she will be statused at the utility premium rate. The premium pay will be paid in one (1)-hour increments when performing these tasks.

*\*Whenever a Custodial Host/less is operating a Genie Lift or Scissor Lift, the Company will make available a trained Custodial Host/less in the immediate area.*

#### **Custodial Coordinators**

Eligible Custodial Coordinators will receive the premium pay in the following situations:

1. The Custodial Coordinator operates the equipment or performs the tasks; or,
2. The Custodial Coordinator is coordinating the efforts of the Custodial Host/ess who operates the equipment or performs the tasks, provided that the Coordinator is trained and qualified to operate the equipment or perform the task.

#### **Third (3rd) Shift Differential Pay for Custodial Hosts/esses**

In addition to the Night Shift Differential of sixty cents (\$.60) per hour reflected in Article 12, Section 3, third shift Custodial Hosts/esses will receive forty cents (\$.40) per hour third shift differential increase.

#### **Custodial Miscellaneous**

A hose person will not be required to pull a hose longer than 175 feet (including a 25-foot drop length) without assistance to move the hose.

When Custodial overtime is available within a scheduling pool it shall be offered in the following order: Custodial Hosts/esses within a scheduling pool first; Custodial Hosts/esses outside a scheduling pool, but in the same profit center, second; employees from different job classifications third.

★ Custodial Host/ess working on the third shift (formally known as graveyard) shall exercise their scheduling seniority through line schedule picks. These picks shall be held at least twice per year and a UNITE HERE! Local 362 Shop Steward will be present.

Custodial Host/ess who begin working night shift differential hours and are required thereafter to attend mandatory classes will be paid at the third shift differential rate for all hours in attendance at the class.

The Company will pay for the initial cost of a Type A, B, or C driver's license and endorsements for Custodial Host/ess who are required to obtain one to perform their job functions. Custodial Hosts/esses will be responsible for any costs associated with the renewal of these types of licenses.

All Custodial job assignments (details) will be distributed as equitably as reasonably practical.

At the employee's request, an employee shall be placed in a non-custodial position after receiving three (3) disciplinary points for job performance in a twelve (12) month period related to their custodial position. Should the employee decide to remain in the custodial position and reach the fifth (5) disciplinary point, the employee will be involuntarily terminated.

#### **Internal Transfers**

Priority will be given to the local area when transferring between utility premium position and non-utility premium position.

#### **VACATION PLANNERS**

##### **A. Transfers and New Hires**

1. Vacation Planning management reserves the right to select a pre-qualified talent pool from the Casting skill code list. Regular Full Time and Regular Part Time new hires and transfers will be selected based on seniority within this pre-qualified pool.
2. **New Hires**  
New hires to Vacation Planning are subject to a one hundred twenty (120) calendar day probationary period. If the Company deems an employee's performance is unsatisfactory and/or the employee no longer desires the Vacation Planner role after 91 days, the employee will be recast to another role outside of Vacation Planning.
3. **Transfers to Vacation Planning**  
There will be a one hundred twenty (120) calendar day qualifying period beginning the effective date of transfer. During this specified time period, if the Company deems an employee's performance is unsatisfactory and/or the employee no longer desires the Vacation Planner role, the employee will be returned to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

##### **B. Over and Short Cash Handling**

Cash Handling discipline and Operating Guideline discipline will be issued in two (2) separate systems.

1. Over/Short: An overage or shortage that is the result of an errant transaction and that results in a financial loss to the Company or Guest shall be subject to the matrix below:

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★ *This provision only applies to Regular Full Time employees*

OVER AND SHORT MATRIX	
½ MARK	\$10.01 to the price of a one (1) day adult base ticket * (with tax) when referenced at the time of incident
1 MARK	The price of a one (1) day adult base ticket* (with tax) plus one (1) cent to the sum of two (2) adult day base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of two (2) adult day base tickets* (with tax) plus one (1) cent or more when referenced at the time of incident

*\*Ticket refers to a 1-day Regular theme park ticket.*

Employee's must notify a manager (or Coordinator if a manager is not available) before clocking out if more than ten (\$10) over/short.

Over and Short errors as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6 (b).

At the employee's request, an employee shall be placed in a non-cash handling position after receiving a third reprimand for cash handling, provided non-cash handling positions are available.

## 2. Business Rules:

Business Rules will be presented during Vacation Planner training.

Business Rule errors are defined as:

- (a) A transactional error that does not result in a financial loss to the Company or a Guest. Under this situation, Vacation Planners will receive documented retraining.
- (b) A transactional error that does result in financial loss to the Company or a Guest. Under this situation, Vacation Planners will be subject to discipline based on the Over and Short Cash Handling Matrix as established in Section B-1 of this Addendum.

## 3. Operating Guideline Errors

- (a) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:
  1. Leaving money, in any amount greater than ten (\$10) dollars, unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
  2. Lost keys or failure to return keys to the key system.
  3. Carrying money unescorted.
  4. Issuing compensation, comp tickets, or performing any transaction other than a straight sale for a family member, relative or friend. All transactions, other than straight ticket sales must be approved and performed by a GSM who is not a family member, relative, or friend of the guest.

(b) The following Operating Guideline errors shall result in two (2) marks, regardless of financial loss to the Company and/or a Guest:

1. Failure to log out of the ticketing system.
2. Working out of an incorrect or unauthorized fund.

(c) Violation of Operating Guidelines (OGs) may result in disciplinary action up to and including termination, in accordance to STCU Article 18.

C. Opening and Closing

Vacation Planners will be given time to open and close their windows. This time shall be exclusive of an employee's walk-time, where applicable.

D. Training

No Vacation Planner will be required to perform transactions for which he/she has not been trained. All new business rules will be reviewed by the Labor/Management Committee.

Vacation Planners who have not performed the role for more than thirty (30) calendar days shall have the option of receiving up to eight (8) hours in-booth re-training before being returned to active Vacation Planning.

E. Vacation Planner Rewards Program

Vacation Planners shall work a minimum of four (4) days and sell a minimum number of tickets, as a Vacation Planner per fiscal month to be eligible for Rewards. The minimum number of tickets will be designated by the Company and discussed and reviewed by the LMC prior to implementation.

Vacation Planners may receive up to three (3) quality assurance observations per fiscal month. Statused Vacation Planning Coordinators will not be held accountable for the Sales Performance Accountability Guidelines.

1. Monthly Rewards

Vacation Planners shall select a reward(s) for which they qualify at the end of each month.

If the Vacation Planner qualifies for a reward(s), they shall select a reward(s) that they qualified for that month (rewards will not roll over on a monthly basis), and they must redeem within the communicated redemption period. Reward qualifications will be developed by the Company and reviewed and discussed with the LMC.

2. Sales Performance Accountability Guidelines

Sales performance accountability guidelines will begin after thirty (30) calendar days from the completion of Vacation Planning training. Performance that falls within the Sales Performance Tracking (SPT) level will be addressed as follows:

- Phase 1: two (2) months at SPT within a twelve (12) month rolling period will receive documented focused observations and coaching.
- Phase 2: three (3) months at SPT in a twelve (12) month rolling period will receive targeted retraining focused on Sales, Systems, or Product Knowledge.
- Phase 3: four (4) months at SPT in a twelve (12) month rolling period will receive an Individual Retraining Plan that is personalized training with a trainer focused on that

employee's specific need. Employee will also be given the opportunity to voluntarily pursue a transfer to a non-Vacation Planning role.

- Phase 4: five (5) months at SPT in a twelve (12) month rolling period will be required to transfer to a non-Vacation Planning role utilizing the transfer process based on open positions at Casting at time of transfer.

F. **Fulfillment**

Fulfillment lines shall be posted for bid at schedule selections.

Fulfillment employees will receive premium pay of fifty cents (\$.50) per hour for all hours worked while performing fulfillment duties.

Fulfillment employees are ineligible for Vacation Planning Rewards excluding Team Rewards.

**Animal Care**

In the event the Company resumes performance of the work formerly performed by Animal Care Specialists and/or Animal Care Specialists Seniors, the Company will notify UNITE HERE! Local 362.

**Addendum B-4**  
**Transportation Communications Union (TCU/IAM) Lodge 1908**

**WATERCRAFT**

**Scheduling**

Scheduling for all Full Time Seven Seas, and Bay Lake Watercraft Operations work groups, including but not limited to, Grand One and Magical Fireworks Voyages, will be done in the following manner:

1. Where in person bids are utilized, a Shop Steward will be present during bidding.
2. ★ A Shop Steward may request review of hours worked on a quarterly basis.
3. ★ Coordinators, Wash Crews, Light Show and Grand One will bid once a year all at the same time. The Company reserves the right to conduct additional bids as needed.
4. ★ If an employee elects to drop a bid line, they cannot bid on an open line for the duration of the bid.
5. Employees who transfer (excluding those from EPCOT Friendship, Sassagoula/Rivercruise Boat Operations, Monorail Operations, and Seven Seas and Bay Lake Lake Patrol Operations) into Seven Seas and Bay Lake Watercraft Operations or Monorail Operations must wait two (2) years prior to exercising their seniority for schedule bid purposes or pool.
6. ★ Watercraft employees can request at any time 5th, 6th, and 7th day overtime before others are involuntarily required to perform overtime.
7. Employees working a paid shift of seven (7) or less hours will not be required to take an involuntary lunch.
8. Night Shift Differential (Magic Kingdom Only)

If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, he/she will be paid a differential of seventy cents (\$.70) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window

**Watercraft - Miscellaneous**

Re-Certification - Employees who transfer out of Watercraft and/or have not operated a Watercraft vessel for a period of six (6) months or more must be re-certified on the vessel(s) prior to operating the vessel(s). This applies to cross-utilization situations and employees returning to the area.

Regular Full Time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake Lake Patrol will be given priority to transfer to openings within these five (5) operations.

Employees statused to Monorails and Watercraft will receive thirty cents (\$.30) per hour premium pay when using a gas powered pressure washer, or when operating Genie Lift or Scissor Lift in one (1)-hour increments.

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★ *This provision only applies to Regular Full Time employees*

### **Transportation Host/ess Premium**

Employees statused to Monorails and Watercraft will receive thirty cents (\$.30) per hour premium pay when using a gas powered pressure washer, or when operating Genie Lift or Scissor Lift in one (1)-hour increments.

### **Company Vehicle Operations Standard**

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all accident occurrences must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may issue discipline, require immediate transfer to another classification, or termination, or a combination of these.

In those cases which do not require such action, the Company will utilize the following incident/accident standard:

1. An incident is defined as contact made by a watercraft with any object which results in damage from \$0 to \$1,000 to the craft and/or to the object.
2. An accident is defined as contact made by a watercraft with any object which results in damage greater than \$1,000 to the craft and/or to the object or damage to bowsprit requiring replacement.
3. Two (2) chargeable incidents within a three (3) year period equal one (1) chargeable accident.
4. Damage estimates provided by Walt Disney World Dry Dock Maintenance shall be used to determine the true dollar damage amount.
5. Three (3) chargeable accidents within a three (3) year period will result in permanent removal from all Watercraft operations.
6. All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.
7. Incidents and accidents shall not be assessed points within the five (5)-point discipline system. However, discipline issued in conjunction with an accident or incident will count within the five (5)-point discipline system.
8. Damage resulting from an incident or accident which occurs while operating a Company car, van or truck shall not be governed by this standard.
9. The cost associated with broken lines will not be included in estimating total damages within this agreement. Violations of Company guidelines resulting in line breakage will be evaluated within the five (5)-point discipline system. Any damage caused by a broken or untied line will be evaluated within this agreement.
10. Management will review all incidents/accidents independently of all others and may take into account considerations for weather conditions, pilot experiences, mechanical malfunctions, and structural defects.
11. All chargeable incidents and accidents will be documented in writing, recorded on the employee's record card, and remain active for cumulative purposes for three (3) years.
12. The above incident/accident policy applies to all Seven Seas and Bay Lake Watercraft, Sassagoula/Riverside Boat Operations, and EPCOT Friendship Boat Operations, and Resort Lake Patrol and Fishing Guides.

## **MONORAILS**

### **Violation of Clearance Procedures (VOCP)**

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all violations of clearance procedures must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may issue discipline, require immediate transfer to another classification, or terminate.

In those cases which do not require such action, the Company will utilize the following violation of clearance procedure policy:

1. All violations of clearance procedures will be documented in writing, recorded on the employee's record card, and remain active for cumulative purposes for three (3) years.
2. Three (3) violations of clearance procedure within a two (2) year period will result in permanent prohibition from operating a monorail and mandatory transfer from the Transportation area. The employee may choose to accept a position in another Transportation department, provided an opening exists. If the employee transfers to another Transportation department and commits any one (1) incident or accident within a twelve (12) month period of time, he/she will be permanently disqualified from any Transportation classification.
3. With exception to number 4 below, violations of clearance procedure shall not be assessed points in the discipline point system, Article 18, Section 6.
4. All overruns of the MAPO system will be reported. When an overrun of the MAPO system is not reported, the employee will receive a one (1) point reprimand which will be counted in the disciplinary point system (Article 18, Section 6). Additionally, the employee will receive one (1) point on the VOCP matrix.

### **Monorail Central Controller**

1. The Company will determine the qualifications for employees who are statused to the Monorail Central Controller classification.
2. The Company reserves the right to unilaterally select, from within the Monorail classifications, individuals to be utilized in the Monorail Central Controller Classification. Openings for statused positions will be posted.
3. The Company reserves the right to remove any statused Monorail Central Controller who is not performing to acceptable standards. If the removal occurs within a one hundred twenty (120) day qualifying period, there will be no recourse to the grievance procedure.

### **Monorail - Miscellaneous**

Re-certification – Employees who transfer out of Monorail and/or have not operated a train for a period of six (6) months or more must be re-certified on the train(s) prior to operating the train(s). This applies to cross-utilization situations and employees returning to the area. Management reserves the right to change the frequency of re-certification based on changing business conditions.

Regular Full Time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Watercraft Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, or Seven Seas and Bay Lake Patrol will be given priority to transfer to openings within these five (5) operations.



### **Monorail - Scheduling**

Scheduling for all Regular Full Time Monorail employees will be done in the following manner:

1. Where in person bids are utilized, a Shop Steward will be present during bidding.
2. ★ A Shop Steward may request review of hours worked on a quarterly basis.
3. ★ If an employee elects to drop a bid line, they cannot bid on an open line for the duration of the bid.
4. Employees who transfer (excluding those from EPCOT Friendship, Sassagoula/Rivercurse Boat Operations, Watercraft Operations and Seven Seas and Bay Lake Lake Patrol Operations) into Seven Seas and Bay Lake Watercraft Operations or Monorail Operations must wait two (2) years prior to exercising their seniority for schedule bid purposes or pool.
5. ★ Monorail employees can request at any time 5th, 6th, and 7th day overtime before others are involuntarily required to perform overtime.
6. Employees working a paid shift of seven (7) or less hours will not be required to take an involuntary lunch.
7. Night Shift Differential (Magic Kingdom Only)

If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, he/she will be paid a differential of seventy-cents (\$.70) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window.

### **Houseperson Host/ess Premium**

- Houseperson Host/ess will receive the forty cents (\$.40) per hour premium pay for all hours worked when operating the specified equipment or performing the specified tasks as outlined in "Custodial Host/ess Utility Premium Pay" in UNITE HERE! Local 362 section of Addendum "B-3."
- Interchangeability to include "junior qualified Houseperson" when utilizing a Houseperson as a Housekeeper.
- Job assignments in linen will be assigned on a separate schedule to those who currently do the role. Future openings and call-ins/sicks will be filled with the most junior qualified Houseperson.
- The Company will adjust the workload based on occupancy, and distribute the work equitably.

### **Custodial**

The Company and Unions agree that all terms and conditions negotiated in the 2017 UNITE HERE! Local 362 Custodial addendum will also apply to TCU Local 1908 Custodial Cast Members.

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★ *This provision only applies to Regular Full Time employees*

## **BELL SERVICES**

### Gratuities

#### **Bell Services Tipped Gratuity Matrix**

LUGGAGE	Description	Rate	Rate Effective Date (July 28, 2019)	Rate Effective Date (October 4, 2020)
Conventions	Luggage to/from room	\$5.60	\$5.80	\$6.00
In & Out	loading/unloading	\$1.25	\$1.25	\$1.25
Disney Cruise Line (DCL)	Luggage to/from room	\$5.60	\$5.80	\$6.00
In & Out	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25
Disney's Magical Express (DME)	Luggage to/from room	\$5.60	\$5.80	\$6.00
In	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25
Resort Special Activities (RSA)	Luggage to/from room	\$5.60	\$5.80	\$6.00
	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25
No Guest Contact (NGC) Room Changes	luggage to/from room	\$5.60	\$5.80	\$6.00

DCL Luggage Notice – Delivery at, under, or inside the room	Bellmen	\$1.00	\$1.00	\$1.00
DME Transportation Notice	Front Office At All Locations	\$0.00	\$0.00	\$0.00

Delivery at the Door/ Under the door/ Just inside the door	Bellmen	\$1.00	\$1.00	\$1.00
Delivery requiring set up or specific location in the room	Bellmen	\$2.00	\$2.00	\$2.00
Items moved from one location to another (boxes)	Bellmen	\$1.00	\$1.00	\$1.00
Package delivery <sup>1</sup> (per charged for package)	Bellmen	\$1.00	\$1.25	\$1.50
Grocery delivery <sup>2</sup> (per charged for complete delivery – not per item/grouping/bag)	Bellmen	\$1.00	\$1.25	\$1.50

The following will be considered agreed upon definitions related to the grid:

- "When asked" is when asked to perform the work by a leader.
- Note: Rates and guarantees cited will be considered minimums.
- The above grid applies to work performed by tipped employees only
- Include all Tipped Locations

<sup>1</sup> "Package Delivery" if subject for any package delivered by a Bellman to a Guest room where the Guest is charged a service fee and is based on the number of charges to the Guest for the delivery.

<sup>2</sup> "Grocery Delivery" if subject for any complete grocery delivery delivered by a Bellman to a Guest room where the Guest is charged a service fee.

### **Disney Cruise Line Gratuities**

1. Disney Cruise Line departure card deliveries will be paid in the following manner:  
Card delivery at, under or inside the room (see Gratuities Grid).
2. Bellmen at moderate Resorts will be paid (see Gratuities Grid) when Management requests them to perform all guaranteed gratuity functions of the Disney Cruise Line without assistance, e.g., loading/unloading, delivery and pick-up of guest bags.

### **Group and Convention Guaranteed Gratuities**

1. Guaranteed gratuities will be paid for conventions and groups which guarantee the gratuities for arrivals and departures at the following Resort locations: Disney's Animal Kingdom Lodge, Disney's BoardWalk Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa; Disney's Old Key West Resort; Disney's Saratoga Springs Resort and Spa; Disney's Port Orleans Resort; Disney's Caribbean Beach Resort; Disney's Coronado Springs Resort; Disney's Polynesian Resort; Disney's Wilderness Lodge; and Disney's Yacht and Beach Club Resorts. Bellmen will receive (see Gratuities Grid) for luggage delivery. When asked to load or unload group bus arrivals (see Gratuities Grid).
2. A total (and maximum) of (see Gratuities Grid) will be paid for conventions and groups which guarantee the gratuities for arrivals and departures at all other Resorts. Bellmen will receive (see Gratuities Grid) per room for luggage assistance.
3. Individual group or convention arrivals by car which are guaranteed at the above rates (in and out) will be handled in the following manner.
  - (a) All Bell Service employees will use luggage control cards.
  - (b) Bell Service staff is paid (see Gratuities Grid) per trip to a room (in and out).
4. The work and gratuity associated with group or convention arrivals by bus will be divided in the following manner:
  - (a) When asked to perform the work, Bellmen are equitably pulled from rotation to tag and sort luggage. A roster of those working is maintained and (see Gratuities Grid) per room is paid and the total amount divided among those listed.
  - (b) Bell Service employees are paid (see Gratuities Grid) upon delivery or pick-up of luggage (in and out). At Resorts other than those listed in (1) above, if available, Bell Services Dispatchers and/or Resort Luggage Greeters will assist in tagging and sorting luggage.
  - (c) If only Bell Service staff is used for a bus arrival and departure, they will receive the entire amount.
5. Only those monies which are attributable to rendered services will be distributed to employees.
6. The Company reserves the right to distribute cards stating that the gratuity for luggage handling has been prepaid by the Group and/or Convention. The Company will issue these cards in good faith and take appropriate measures to ensure they are not distributed in error.
7. The Company will establish a process to guarantee gratuities for guests escorted by Resort Special Activities if the Bellmen are deprived of the ability to have contact with the guest. Gratuities will be paid at the agreed upon convention rates.

### **Pre-Planned Guaranteed Room Deliveries**

Bell Service employees will receive the following amounts per room/villa:

1. (see Gratuities Grid) for all deliveries at the door, under the door, or just inside the room.

2. (see Gratuities Grid) for items requiring set-up. Set-up will be defined as specific placement within the room (e.g., on the nightstand), or positioning certain items in relation to one another.
3. (see Gratuities Grid) per item for items moved from one location to another (i.e., boxes, crates, etc.).

### **Communication**

1. In the Resort Newsletter (or equivalent directory of service), under the "Luggage" headings, "Gratuity not included" will be added.
2. If a guest requests luggage assistance on departure and requests service knowing he/she will not be present when the bellman arrives, the Company agrees to have the employee obtaining the Guest's information, and who is the final contact state the following: "Please leave your bags just inside the door. If you would like to leave a gratuity, please place it underneath your luggage." This spiel will not be given in any other circumstances (e.g., room change, guest inconvenience, or other similar circumstances). This information will be included in the training manuals for Bell Services and Front Office employees. Each property will individually determine if the Front Office employees should provide this information.
3. The following language will be included in all DME departure notices:

"Upon arrival, it was our pleasure to provide luggage assistance as part of our Disney's Magical Express service. However, upon departure, bell service luggage assistance is not included in our complimentary Disney's Magical Express service. If you would like assistance with your luggage, we ask that you make arrangements with our Bell Services Cast. Please touch the Bell Services button on your in-room phone and a Bellman will gladly assist you. Please allow enough time prior to your motor coach pick-up time to request assistance."

### **Training**

Tipped Bell Services employees, when training other Tipped Bell Services employees, will be paid at the base Hospitality Host/ess rate, plus training premium of fifty cents (\$.50) per hour, plus tips.

### **Scheduling**

The following will be considered agreed upon definitions related to schedules:

- **Shift:** The hours an employee is scheduled, from start time until end time, within one (1) day.
- **Line:** A combination of scheduled shifts and consecutive days off within the workweek.
- **Bid Schedule:** A combination of all lines within the bidding location.
- **Posted Schedule:** A combination of the schedule bid and any other shifts deemed necessary by business needs for the week scheduled.

★ The scheduling procedures listed below are exclusively for the Bell Services Regular Full Time Tipped Cast Members and do not establish any precedent whatsoever for any other areas and/or departments. The scheduling procedures include all Regular Full Time personnel in the department, excluding statused third shift Bellmen. Daily staffing will continue to be accomplished utilizing a traditional master schedule in accordance with operational requirements.

1. ★ Management will calculate the top fifty percent (50%) of Regular Full Time employees excluding graveyard by seniority prior to the scheduling process. If an uneven number of people result, Management will round off to the next whole number, e.g., 6.2 = 7. Should an employee in the top

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★ *This provision only applies to Regular Full Time employees*

fifty percent (50%) select a floater line, then the top senior employee not in the top fifty percent (50%) shall be included.

When creating the pool of shifts for employees to select from, Management will include all shifts that are anticipated to be needed on a regular basis until the next schedule bid.

In order of seniority, the top fifty percent (50%) of eligible employees in the department will participate in the selection of their individual schedule. Those individuals will select their shifts within the following parameters:

- Employees must select two (2) consecutive days off. In the event that a Cast Member voluntarily requests split days off, it may be granted based on Management discretion.
  - Employees must select all a.m. shifts by day (a.m. is a start time by noon) or all p.m. shifts, by day (p.m. is a start time after noon). In the event that a Cast Member voluntarily requests a mix of a.m. and p.m. shifts, it may be granted based on Management discretion.
2. ★ Management will then create the remaining lines. The employees will then make their selections in accordance with seniority:
- Fifty percent (50%) of all lines excluding third shift will be cherry pick. If an uneven number of people result, Management will round off to the next whole number, e.g., 6.2 = 7
  - Up to twenty-five percent (25%) of all lines excluding third shift will be p.m. floats. If an uneven number of people result, Management will round off to the next whole number, e.g., 6.2 = 7
  - All remaining lines excluding third shift will be floats consisting of a.m. and/or p.m. shifts.
  - Twenty-five percent (25%) of the p.m. floats and twenty-five percent (25%) of the floater lines will have days off assigned
  - In the event that an a.m./p.m. float Cast Member floats into a p.m. line, whoever has the greater seniority will have the preference on the more desired shift
  - The floater schedule will cover vacation relief
3. If available, a Regular Part Time employee will be scheduled to cover the third shift in the event the employee who has bid that line is on vacation, a leave of absence, or in the event of any vacancy, for a period not to exceed sixty (60) days. If a Regular Part Time employee is not available, the least senior available Regular Full Time Tipped Bell Services employee will be assigned this shift, for a period not to exceed sixty (60) days per calendar year. Once the least senior available employee has worked sixty (60) cumulative days in a calendar year, shifts will then be filled by the next least senior available employee.
4. ★ When Management changes a selected bid schedule for an employee due to business necessity, all shifts that are available, including floater shifts, will be available for selection by the affected employee by seniority. If a more senior employee has selected a floater line, then that employee will select his/her shift first. The remaining shifts will be assigned to floaters by seniority. All shifts that cannot be scheduled will then be covered by Regular Part Time employees. Regular Part Time employees will be scheduled last.
- (a) Management will make every reasonable attempt to contact affected employees for a schedule change within forty-eight (48) hours. This will allow affected employees to select a new shift from available shifts prior to the weekly schedule posting. If, for any reason, employees cannot be contacted within forty-eight (48) hours, Management will assign a schedule as close to the bid line as possible and continue the schedule posting.
  - (b) If schedule changes are necessary after a posted schedule, then Management has the right to make schedule changes as required to manage the operation without references to the pre-posting process.

- (c) A minimum of two (2) schedule picks/bids per year will be conducted.

Upon transfer to a new resort, existing Regular Full Time Bell Services Tipped Employees will be eligible to exercise his/her seniority for time of day, hours per week, and location as a float Cast Member until the time of the next schedule bid. This provision does not apply to days off.

5. ★ If Full Time lines are added to the schedule in-between bids, and have been available for forty-five (45) days or longer.

When Full Time lines are added to the schedule either by converting Regular Part Time shifts or by business necessity, they will be filled through the transfer procedure and not by first converting affected Regular Part Time employees to Regular Full Time. If there are no Regular Full Time candidates from ReCasting (including Tipped Bell Services third-shift personnel), Management may then fill the position through Regular Part Time conversion or the new hire process.

6. ★ Regular Full Time/Regular Part Time Mix

The Company agrees to preserve seventy percent (70%) of the total hours paid in Bell Services Tipped to Regular Full Time employees; the premium segment of resorts will not drop below seventy percent (70%). In the event the monthly average falls below seventy percent (70%) the Company will open Regular Full Time positions within forty-five (45) days to bring Full Time hours with-in compliance. The penalty for the Company's failure to not adhere to the above set guidelines by adding Full Time lines within forty-five (45) days after failing to maintain a seventy percent (70%) average of Full Time monthly hours will be as follows:

The employee on the top of the Casting skill code list for the open position will receive a payment of twenty dollars (\$20.00) per day for each day from the time the grievance is filed with Labor Relations until the transfer process has been initiated.

7. Scheduled third-shift (Graveyard) Tipped Bell Services employees will be paid the appropriate Hospitality Host/ess rate between the hours of 10:30 p.m. and 7:00 a.m. In addition, any employee covering a third shift line due to call sick, etc., will be paid the appropriate Hospitality Host/ess rate between the hours of 10:30 p.m. and 7:00 a.m. This does not apply to employees whose shifts overlap into this time period for any reason. The time paid at this rate should not exceed a total of eight hours during this defined period based on the timing of the employee's thirty (30) minute unpaid lunch.

★ Employees covered under the one (1) year rule (Article 13, Section 7) will be subject to bargaining unit seniority to bid shifts after employees with one (1) or more years in the Bell Service classification have made their selections. Seniority of those employees transferring from a non-tipped area who have transferred into a Tipped Bell Services position will be by seniority date based on the date of transfer, until able to exercise Company seniority in the schedule bid process. The new hire seniority date will be honored after the transfer's seniority has been considered.

#### Shop Stewards

Tipped Bell Services Shop Stewards will be paid at their appropriate Hospitality Host/ess rate for the actual time (rounded to the nearest tenth) when they are taken out of rotation at Management's request. The Shop Steward Card will be kept in rotation, and, if front missed, Bellman becomes first person up.

#### **★ Transfer Procedures**

In order to be considered for an open Regular Full Time Bell Services position, the employee must be on the Casting skill code list for each specific Resort at the time the requisition is opened. The employee selected for the position will be notified by Casting and transferred to the open position. For Bell Services Tipped openings, the open position will be filled by eligible Cast in the following order:

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★ *This provision only applies to Regular Full Time employees*

- All Regular Full Time Resort Bell Services Host/ess (T), by seniority (including all Regular Full Time Third Shift Bellmen).
- All Regular Part Time Resort Bell Services Host/ess (T), by seniority (including all Regular Full Time Third Shift Bellmen).
- All Regular Full Time non-tipped Bell Services Dispatcher Cast and Resort Luggage Greeters, by seniority.
- All Regular Part Time non-tipped Bell Services Dispatcher Cast and Resort Luggage Greeters, by seniority.
- All other Regular Full Time Service Trades Council Union (STCU) employees.
- All other Regular Part Time STCU employees.
- All Non-STCU employees.

Should an employee decline a position, they will be required to wait twelve (12) months before being eligible to post for another transfer.

Third Shift Bell Services will continue to be a separate seniority pool with the exception of the transfer process listed above.

When new Resorts open the new property transfer procedures (Article 14, Section 3) will supersede the above transfer procedures.

#### **Bell Services - Miscellaneous**

1. With prior approval from Management, Bellman will be paid the standard guaranteed gratuity rate for no guest contact room changes.

#### **Company Vehicle Operations Standard**

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all accident occurrences must be investigated on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may issue discipline, require immediate transfer to another classification, or termination, or a combination of these.

1. Upon first occurrence - two (2) point reprimand
2. Upon second occurrence - two (2) point reprimand
3. Two (2) accidents within a twenty-four (24) month period will result in the employee's mandatory transfer to a non-driving area. The employee will transfer with two (2) accidents on his/her record card, but only with the actual disciplinary points assessed within the preceding twelve (12) month period.

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★ *This provision only applies to Regular Full Time employees*

Upon being transferred, an employee will be eligible after an interim of twelve (12) months from the date of such transfer to move back into a guest vehicle or Company vehicle driving position based upon favorable performance record, availability of appropriate job opening, successful completion of an interview, and the completion of the basic proficiency requirements established by the department.

Subsequently, if an employee is involved in an accident, the employee will be permanently prohibited from driving any guest vehicle or Company vehicle.

Additionally, it is understood that all Bell Services employees must have a valid driver's license when performing a driving role. Bell Services employees, who are not required to drive or will not be required to drive in their Bell Services role, will not be required to have a valid driver's license. If the Cast Member's license becomes invalid for any reason, such as suspension, revoked, etc., Management must be made aware prior to his/her next shift.

Management will give employees with invalid licenses, sufficient time to get reinstatement of their license where appropriate. If the employee is not able to reinstate their license, Management will make reasonable efforts, when available, to offer jobs at locations where employees will not have to drive and may retain their tip status, when possible. Employee will be notified of this policy.

#### **Dispatch**

1. Employees who are trained for a DME Assistant role will meet with their leader upon completion of that training and will be asked to commit to being available to perform that role for a duration of six (6) months. If the employee declines, they will be returned to their previous role and will not be eligible for additional training as a DME Assistant for six (6) months.
2. DME Assistants will be designated by the Company and will receive an additional seventy-five cents (\$0.75) per hour premium. Employees who fill in as a DME Assistant will be paid an additional seventy-five cents (\$0.75) per hour for all hours worked in this capacity.

#### **FRONT OFFICE (CONCIERGE/FSA)**

1. Transfers from a different job classification and new hires into the Front Office must go through an interview process at ReCasting.
2. Employees who transfer into any Front Office role will be placed on a one hundred twenty (120) day qualifying period. If the Company determines during the one hundred twenty (120) days that the employee's performance is not satisfactory, or if the employee requests a return during the one hundred twenty (120) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.
3. Employees will receive up to thirty (30) minutes to bank out if they have a physical bank. This time will include all banks. Bank drops will occur on Company time and are to be included in the up to thirty (30) minutes. In the event of a bank-out issue, it is the responsibility of the employee to notify Management in order for overtime to be authorized.
4. The Company may require Front Office employees who walk through Guest areas to drop deposits to be escorted by another employee or Management.
5. Front Desk Service Advisors (FSA) will be designated by the Company and selected from within the Front Office operation with a minimum of four (4) months of Front Office experience. FSAs will receive an additional one dollar and fifty cents (\$1.50) per hour for all actual hours worked as an FSA based off the Concierge Host/ess rate. Employees who fill in as an FSA will be paid an additional one dollar and fifty cents (\$1.50) per hour based off the Concierge Host/ess rate. FSAs must maintain minimum qualifications in order to retain their status as an FSA. Employees will be removed from the FSA position upon receiving a second reprimand in any six (6) month time period. At the issuance of the first reprimand, an employee will be notified that a second reprimand within a rolling six (6) month time period will result in removal from the FSA position.



6. Any Front Office Cast Member may be selected to perform the job functions of Operations Support, Room Assignment, Front Desk Group Assistant, and Curbside Arrival Greeter based on skills, abilities, dependability, and experience. All things equal, seniority will prevail.
7. All Concierge Cast Members will be paid an additional seventy-five cent (\$0.75) premium when performing the job function of Operations Support (excluding Cashier Operations Support), Room Assignment, and Front Desk Group Assistant.
8. To ensure that there is a broad base of Cast that are capable to perform the role whose skills and knowledge are current, the Company has the right to train and rotate qualified Cast Members through all roles including those that have a premium associated with them.
9. All Front Office Cast Members will be paid at the Resort Concierge H/H rate when performing the job function of Curbside Arrival Greeter.

#### **Cash Handling Discipline**

1. All procedural problems will result in a one (1) point reprimand, except in cases involving a monetary loss to the Company over two hundred and fifty dollars (\$250.00).
2. If the employee is over or short from ten dollars (\$10.00) two hundred and fifty dollars (\$250.00), or item(s) of equivalent value (i.e., tickets), it will result in a one (1) point reprimand.
3. If the employee is over or short in excess of two hundred and fifty dollars (\$250.00), or item(s) of equivalent value (i.e., tickets), it will result in a two (2) point reprimand.
4. Upon receiving three (3) cash handling disciplinary points, but less than five (5) disciplinary points, the employee will be offered a non-cash handling position. Additionally, if the employee declines the transfer in written form, the Company is under no obligation to make any further offers to the employee. On the date the employee accepts an offer of non-cash handling position, no further disciplinary points for cash handling will be used as an active component of his/her record card. This will be applied only to incidents occurring after the employee has accepted the offer to transfer and not the original date of occurrence. The Company reserves the right to discipline outside this matrix for dishonesty.
5. If, after receiving progressive discipline for cash handling, an employee requests assistance in verifying his/her bank and/or receipts, the shift supervisor will be available to assist.
6. Disciplinary points will remain on the employee's record card for twelve (12) months from the date of occurrence.
7. Termination upon receiving five (5) points in accordance with Article 18, Section 6.
8. The Company will not issue both job performance discipline and cash handling reprimands for the same set of circumstances.
9. No discipline will be issued for Cash Handling errors during the first twenty-one (21) days (including training) as a Front Office employee. The Company reserves the right to discipline when just cause exists.

#### **RECREATION**

Employees who work at Fort Wilderness that are statused to Recreation positions and work at Fort Wilderness Meadows pool area, Meadows bike barn area, and Camp Fire remote locations within the campground will receive ten (10) minutes travel time.

At Fort Wilderness Resort, Recreation Host/ess will receive a \$0.50 per hour premium for all hours worked performing the functions of Archery and/or Segway Instruction.

### **ADVANCED RESCUE PATROL**

Employees new to the Advanced Rescue Patrol will be placed on a one-hundred and twenty (120) day qualifying period. If the Company determines during the one-hundred and twenty (120) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred and twenty (120) days, the Company will return the employee to his/her prior job classification and location. The employee shall be immediately eligible to transfer again.

Employees in the Advanced Rescue Patrol role who receive two (2) reprimands for poor job performance directly related to their duties as an Advanced Rescue Patrol in a twelve (12) month period will be returned to his/her prior job classification.

The Watercraft Company Vehicle Operations Standard as reflected in the TCU Side Letter will apply to the Advance Rescue Patrol.

Regular Full Time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake-Lake Patrol will be given priority to transfer to openings within these five (5) operations.

### **Fishing Guides**

All Regular Full Time Fishing Guides will participate in global Schedule Bids. Seniority will be used to determine work assignments in the scheduled location. The exception is when a guest requests a particular Fishing Guide, if it is within their regularly scheduled work day and location, the requested Fishing Guide will then be assigned the excursion. This applies to both Regular Full Time and Regular Part Time Fishing Guides.

### **Spa & Fitness Center Host/ess**

This position will require a secondary interview for applicants that meet transfer guidelines.

There will be a ninety (90) calendar day qualifying period beginning the effective date of transfer. During this time period, if the Company deems an employee's performance is unsatisfactory, the employee will be returned to his/her prior job classification.

Spa & Fitness Hosts/ess at the Spa locations will be part of a Global scheduling pool whereby, Cast will rotate between the Spa front desk, locker room and Resort Fitness Center at the different Resort Fitness Centers as designated by the Company.

**Addendum B-5**  
**United Food & Commercial Workers International Union (UFCW Local 1625)**

**SALES HOST/ESS**

★ **Data Maintenance Pay Premium**

It is our mutual agreement that a Sales Host/ess will receive premium pay of one dollar and twenty-five cents (\$1.25) per hour for performing Data Maintenance work. In order to receive Data Maintenance premium pay, the Sales Host/ess must be performing a Data Maintenance function for sixty (60) consecutive minutes or more:

Requisition merchandise (on an as needed basis only) through use of the designated Inventory System to ensure appropriate inventory levels.

★ **Data Maintenance**

Data Maintenance opportunities will be posted and available for seven (7) days within the location. Any Sales Host/ess who is interested in being considered for an opportunity should indicate his/her interest by filling out the appropriate submittal.

Sales Hosts/esses not statused as Data Maintenance but who perform Data Maintenance work will be subject to the same Data Maintenance selection criteria as stated in Article 14, Section 1 Transfer Procedures. The Company reserves the right to limit participation.

The Company will post opportunities globally in all locations. The top senior Sales Hosts/esses who meet the criteria will attend an Inventory system training class and be required to take the Business Acumen test with a passing score of ninety percent (90%). This group of Sales Hosts/esses will constitute a pool of qualified Sales Hosts/esses to fill Data Maintenance openings as they arise. A temporary Data Maintenance opening of less than thirty (30) days may be filled by property, by seniority, from the qualified pool. Sales Hosts/esses will be offered statused openings by seniority. If a Sales Host/ess is offered a Data Maintenance position and chooses not to accept the position they will be removed from the pool until the next posting. The Sales Host/ess will be required to repost.

Sales Hosts/esses new to the Data Maintenance role will be placed on a one-hundred and twenty (120) day qualifying period. If the Company determines during the one-hundred and twenty (120) day qualifying period that the Sales Host's/ess' performance is not satisfactory or if the Sales Host/ess requests a return within the one-hundred and twenty (120) days, the Company will return the Sales Host/ess to his/her prior job classification and location.

If a Sales Host/ess requests a return and the Company is satisfied with their performance, he/she may remain in the Data Maintenance pool but will not be offered a role for six (6) months. If after placement into a Data Maintenance role for the second time the Company determines during the one-hundred and twenty (120) day qualifying period that the Sales Host's/ess' performance is not satisfactory or if the Sales Host/ess requests a return within the one-hundred and twenty (120) days, the Company will return the Sales Host/ess to his/her prior job classification and location, and not be placed back into the pool.

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★ *This provision only applies to Regular Full Time employees*

### **Confectionery Premium**

Sales Hosts/esses will receive premium pay of fifty (\$.50) cents per hour payable in thirty (30) minute increments when performing confection production duties. Effective January 1, 2019, this premium pay will increase to seventy-five (\$.75) cents per hour. Locations include, but are not limited to the following: Main Street Confectionery, Goofy's Candy Company, Disney's Candy Cauldron, Big Top Souvenirs and Werther's Storck. Sales Hosts/esses who preference the confection production line will receive training prior to the schedule bid going into effect. The implementation of Confection Production Premium beyond the locations listed above will be done only by mutual agreement of the Company and United Food & Commercial Workers Union, Local 1625.

### **Non-Automated Personalization Premium**

Sales Hosts/esses performing non-automated personalization tasks will receive a pay premium of fifty cents (\$.50) per hour payable in one (1)-hour increments provided that they meet the following criteria:

1. Must have passed a standardized (Calligraphy Alphabet) and ornament hand writing test, per side letter agreement dated June 29, 2010.
2. Sales Hosts/esses must perform the task for sixty (60) consecutive minutes.

Sales Hosts/esses currently performing non-automated personalization tasks at Disney's Days of Christmas and Ye Old Christmas Shoppe will receive the premium for all hours worked in one (1)-hour increments while performing these duties. All positions for non-automated personalization roles will be posted in each respective area. Anyone selected in the future to perform non-automated personalization work shall be selected in accordance with the criteria outlined above.

If a Sales Host/ess has a regularly assigned work schedule performing non-automated personalization for fifty percent (50%) or more of his/her time in a six (6) month period, he/she will be statused at the premium rate. A Sales Host/ess statused to this premium rate, at the Disney's Days of Christmas and Ye Old Christmas Shoppe will not be deployed outside of the location.

### **Information Desk/World of Disney Premium**

Sales Hosts/esses will receive premium pay of twenty-five (\$.25) cents per hour payable in one (1) hour increments when performing the role of Information Desk at the World of Disney.

### **Fork Lift Operator Premium**

Sales Hosts/esses will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.

### **Hotel Plaza Boulevard, Airport (OIA) and Orlando Premium Outlet Merchandise locations Premium**

Sales Hosts/esses working at Hotel Plaza Boulevard, Airport (OIA) and Orlando Premium Outlet Merchandise locations will receive premium pay of thirty cents (\$.30) per hour for all hours worked.

### **Fort Wilderness**

Employees who work at Fort Wilderness that are statused to Merchandise will receive ten (10) minutes travel time.

### **Pin Trading Lanyards**

Sales Hosts/esses working in an on-stage area will be required to wear a Company provided pin trading lanyard or accessory. Management will not require an on-stage Sales Host/ess to wear a pin trading

lanyard if it will jeopardize the safety of the Sales Host/ess. A Sales Host/ess will not be required to wear a pin trading lanyard or accessory if the majority of his/her shift will be spent working in a backstage area.

### **Basket Creation/Design Work**

Sales Hosts/esses will be paid at the applicable Floral Hosts/esses rate for all hours worked in consecutive increments of one (1) hour when duplicating existing basket template designs provided by the WDW Florist Department.

Sales Hosts/esses will be paid the applicable Floral Specialist rate for all hours worked in consecutive increments of one (1) hour when creating/designing new baskets or creating/designing new baskets for guests under the "Create Your Own Basket" offering.

The basket creating training program will be offered on a periodic basis to Sales Hosts/esses who express an interest in basket creation opportunities. Basket creation training opportunities will be posted in the respective locations. Sales Hosts/esses will be selected to participate in these training opportunities based on seniority within the location.

Sales Hosts/esses who complete the training will be required to pass a standardized test regarding their ability to meet basket creation/design quality and quantity standards. Sales Hosts/esses who pass this standardized test will be eligible for future basket creation/design work opportunities. The WDW Florist Department Management will be involved with the creation and implementation of this testing process.

### **CATERING**

#### **Catering Payment Policy**

The established gratuity pay practice throughout all Catering locations across property for all tipped Catering employees shall be as follows: gratuities will be paid based on an established hourly rate (lump sum gratuities for all Catering events during the workweek divided by hours worked for the workweek).

A fifteen percent (15%) gratuity will be calculated on actual food and beverage price to the client. Gratuity will be added to the employee's base rate of pay for the classification being performed. "At Cost" events will be paid at the established "at cost" rates.

1. Gratuity Distribution – A fifteen percent (15%) gratuity shall be paid regardless of the classification of employees servicing a function.
  - (a) Food and Beverage Service (Gratuity is in addition to rate of pay for classification being performed.)
    1. Banquet Service Host/ess (T) (Servers) and Beverage Service Host/ess (T) (Bartenders) and Captains equally share thirteen and one-half percent (13½%).
    2. Food and Beverage Captain (T) (Captains) share an additional one-half percent (½%).
    3. Banquet Facilities Host/ess (Housemen) share one percent (1%).
    4. Ft. Wilderness, Disney Springs, Water Parks, and Parks will be paid 50/50 high/low split.
    5. The standard pay rate for Banquet Facilities Host/ess (T) (Housepersons) is: eighty-five percent (85%) High Rate and fifteen percent (15%) Low Rate (Resorts and Parks).
    6. Gratuity Policy for Banquet Facilities Host/ess (T) Housemen:

- (a) Food and Beverage Service (Gratuity is in addition to rate of pay for classification being performed)
    - Housemen share one percent (1%).
  - (b) Coffee Break Service (Gratuity is in addition to rate of pay for classification being performed)
    - Housemen share two percent (2%).
  - (c) At Cost Events
    - Housemen - seven dollars (\$7) per hour over his/her high rate for all hours associated with the event.
7. When Parks and/or Resorts are combined into regions, the weekly gratuity pool for the Banquet Facilities Host/esses (Housemen) shall be combined, provided all Housemen in the affected areas have a valid Florida Driver License. The Company in its sole discretion may change the consolidated regions at any time.
- ★ (b) A Bartender who picks up a server shift in a Park will be bumped to an available bar (that which is being worked by other than a statused Bartender) upon request.
- ★ (c) Coffee Break Service

Coffee Breaks – There will no longer be a distinction between Coffee Break Servers and Banquet Servers. There will be one job classification known as Banquet Server. "Coffee Breaks," will have first priority at being scheduled for Coffee Break functions within their home location; however, they will also be scheduled non-Coffee Break functions in order to maximize their hours. Coffee Break functions are defined as continental breakfasts, boxed breakfasts, Intimate Weddings, Brides' dressing room functions, all day beverage service functions, and refreshment breaks. Coffee Breaks will be bid by seniority, by location. In the event that alcoholic beverages are requested (bottled beer, etc); the Company acknowledges the need for the function to be staffed by a Responsible Vendor, with first priority given to statused Bartenders. The gratuity for Coffee Break functions will continue to be calculated separately.

1. Banquet Service Host/ess (T) (Servers) and Captains equally share twelve and one-half (12½%)
  2. Food and Beverage Captain (T) (Captains) share an additional one-half percent (½%).
  3. Banquet Facilities Host/ess (Housepersons) share two percent (2.0%)
2. Banquet Service Host/ess set tables, serve function, and bus after events.
  3. Each catering operation and Park Event Operations will operate with one (1) gratuity pool for both food and beverage.
  4. Gratuities will be distributed based on current agreed upon procedures at each catering location.
  5. Regular Full Time 7(i) Catering employees will receive only straight-time hourly rate commensurate with their classification seniority plus their share of the applicable service charge for all hours worked in the banquet function.

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★ *This provision only applies to Regular Full Time employees*

### **Gratuity Calculation for In-House Events**

1. Events identified by the Company as "Cast Serving Cast" will be paid at a fifteen percent (15%) gratuity calculated on the food and beverage retail price. Gratuity will be added to the employee's base rate of pay.
2. Events identified by the Company as "At Cost" functions (for example Cast Service Celebrations) will be paid as follows:
  - (a) Thirty-five dollars (\$35) per hour for Servers and Bartenders, forty dollars (\$40) per hour for Captains for all set-up hours and all hours worked on actual day of event.
  - (b) Houseperson – seven dollars (\$7) per hour over his/her high rate for all hours associated with the event.

### **Fees**

1. There will be no off-property fee for functions at Celebration office buildings.
2. When additional service fees charged to the clients are collected, they will be split fifty (50%) percent to the appropriate gratuity pool and fifty (50%) percent to the Company.
3. It is expressly understood that set-up fees for Intimate Weddings may be combined in the total package price charged to a client, however, when collected, will be split fifty (50%) percent to the appropriate gratuity pool and fifty (50%) percent to the Company. This provision shall not apply to Banquet Facilities Hosts/esses (Housemen).
4. All set-up fees, when charged and collected from the client, will be split 50/50 between the Company and the appropriate gratuity pool. This provision shall not apply to Banquet Facilities Hosts/esses (Housemen).
5. Off-property service fees are negotiable with the client. If collected they will be split 50/50 between the Company and the Server.
6. If bar sales do not meet a minimum of \$500.00, a \$100.00 service charge will be split 50/50.

### **Staffing Guidelines**

Management reserves the right to staff functions as deemed appropriate.

### **Miscellaneous Catering Agreements**

1. All Regular Full Time tipped Catering employees, excluding currently grandfathered employees and Banquet Facilities Host/ess will be statused 7(i). A non 7(i) Catering employee may opt to turn 7(i), but will have no option to return to a non 7(i) status. The Company, when it becomes aware, will notify the Union in the case an employee is ineligible to be classified as 7(i).
2. Culinary stations will have a culinary employee to cook all items on stage. Carving will be considered a "Culinary Only" function.
3. Servers will not be required to move hot boxes or Queen Marys or tray up pre-plated food plates. However, as needed, assist other team members in these duties to ensure appropriate guest service.
4. Catering functions held outside the operating areas of the catering location will be handled by the staff in the specific location where the revenue is credited. Any deviation will be discussed in advance with the appropriate Affiliate Union(s).
5. Private Dining, where available, shall staff all functions held in Resort guest room suites.

6. Silverware, dishes, glassware, tablecloths, utensils, etc. will be available and readily accessible in a consistent area by location, where practicable for set-up by the Banquet Service Host/ess, and Beverage Host/ess, for all functions including outdoor events.
7. ★ All Regular Captain openings shall be posted as needed. Only non-probationary regular employees shall be eligible for Captain positions. The following guidelines apply in filling positions:
  - (1) Minimum of four (4) months relevant Disney experience
  - (2) Skills to be considered: performance, experience, technical skills, initiative, team work, dependability and communication skills
  - (3) In the event candidates are deemed to have equal qualifications, seniority shall be the determining factor.
8. ★ Employees new to the Captain role will be placed on a one hundred eighty (180) day qualifying period. If the Company determines during the one hundred eighty (180) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred eighty (180) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.
9. ★ Employees in the Captain role who in a rolling twelve (12) month period receive two (2) reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be returned to his/her prior job classification.
10. Relief Captain positions will be filled in accordance with the STCU guidelines for selection of Coordinator Designation (Non-Statused Coordinator Proficiency).
11. ★ In the event that a catering function is canceled within twenty-four (24) hours of the scheduled function time, the Company will compensate any catering employee who is displaced by the cancellation and who is unable to be rescheduled for another function. The employee will be compensated the amount equal to the gratuity that would have been realized if the function had occurred. (This does not include functions that are cancelled due to fire, flood, hurricane, act of God, civil disturbances, picketing, or threat of harm.) Regular Full Time Servers will replace CT Servers working a location function.
12. Hourly gratuity rates for each location will be made available weekly to Catering employees, including Facilities Host/ess.
13. When it is determined that employees are required to extend beyond the end time of a function, it shall be done in the following manner: on a voluntary basis first; CT employees second; junior, Regular Full Time employees last.
14. Catering Employees who No-Call/No-Show for a scheduled shift, or call in for any reason except FMLA, are prohibited from working any subsequent shift(s) during the same workday.
15. Late/Call-In House Rules: Disciplined according to attendance matrix. (NOTE: If event has started, he/she is released from shift. The Manager will start to call replacements after thirty (30) minutes after call time.)

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★ *This provision only applies to Regular Full Time employees*



### **Scheduling**

1. All Regular Full Time Banquet Captains', Catering Servers' and Bartenders' schedules will be posted by 8:00 a.m. on Wednesday, in their statused location and/or on the Cast Portal.
2. ★ Captain shifts will be scheduled in their home or statused location first. Captains will be scheduled for Captain's shifts using a consistent global rotation at all locations. Captains may be scheduled for Captain's shifts up to a maximum threshold of sixty-five (65) hours per week within their home location or fifty-five (55) hours per week when scheduled globally as a Captain. After all available Captain shifts have been scheduled globally, Captains who have not reached the maximum fifty- five (55) hours per workweek will be scheduled within the server rotation first in their home location and then global rotation.
3. ★ Regular Full Time Banquet Servers and Bartenders to include Shop Stewards, will be scheduled in their home or statused location first, using a consistent rotation process among all locations, until they reach a maximum fifty-five (55) hours per workweek, by job classification. This in no way guarantees fifty-five (55) hour workweek. Non 7(i) employees will be scheduled first in their home location, up to forty (40) hours and then globally if they have not reached forty (40) hours. This in no way guarantees a forty (40) hour workweek. Paid benefit days, i.e., vacation, sick days, etc. shall count toward the maximum threshold of hours. The rotation methodology for both local and global scheduling starts with the most senior Server, Bartender, or Captain respectively. The local and global rotation will continue as follows: the senior employee will go to the bottom of the rotation list and the next most senior employee will move up the rotation list.
4. ★ Any shifts remaining after employees are maximized in their home location will be placed in a global scheduling pool. Employees who have not reached fifty-five (55) hours will be scheduled shifts from the global pool until they are maximized. Shifts in the global scheduling pool will be arranged in descending order by hours. Two (2) or more shifts with identical lengths will be assigned in alphabetical order according to the name of the location where the shift exists.
5. Banquet Servers, Bartenders, and Captains shall not be involuntarily scheduled less than six (6) hours time off between their last shift, and the first shift of the following day.
6. Banquet Servers, Bartenders and Captains shall be scheduled sixty (60) minutes "buffer time" between shifts when travel is required. When scheduled within the same location, there will be no buffer time.
7. EXTRA HOURS HOTLINE (EHH): After global scheduling is complete, available shifts will be released by 9:00 a.m. to the Extra Hours Hotline (EHH) for Regular Full Time Bartenders, Captains and Servers to pick up within their job classification only. After 10:00 am, Regular Full Time Bartenders, Captains and Servers may pick up in any of the aforementioned job classifications. Regular Part Time Catering Servers, Housemen and Regular Full Time Food & Beverage Dinner Show Servers who are "7(i)" and trained in the Catering location may pick up shifts at 11:00 a.m., provided it will not result in overtime or double time at any time during the payroll week. Catering CTs may pick up shifts beginning at noon each day.
8. NEW BUSINESS OPPORTUNITIES (NBOs) will be filled as follows:
  - (a) NBOs that do not occur on the next day will be made available on the EHH first to Catering Cast members statused to the location where the NBO occurs until 9:00 a.m. the following morning. Thereafter EHH timelines outlined in Section 7 above will apply. The Union and the Company agree to address situations where an employee picks up an excessive amount of NBO shifts.

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★ *This provision only applies to Regular Full Time employees*

- (b) NBOs that occur on the next day:
1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for Regular Full Time employees. Locations will utilize a process to ensure this rotation is followed.
  2. If the shift is not filled through the local pop-up rotation, the location will pass the shift information to the Catering Labor Office, who will immediately post the shift to the Extra Hours Hotline (EHH). The regular time limits shall apply for all Regular Full Time Bartenders, Captains and Servers. Catering CTs will not be able to pick up shifts until 12:00 p.m.
- (c) NBOs that occur on the same day:
1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for Regular Full Time employees. Locations will utilize a process to ensure this rotation is followed.
  2. If the shifts remain unfilled, the location may fill the shift at their discretion.
9. ★ OPT OUTS: Catering employees may request to "opt out" of one (1) workday or up to three (3) shifts per week. Employees must communicate their opt-out request to the Catering Labor Office no later than forty-eight (48) hours prior to the beginning of the opt-out shift. All open shifts resulting from opt-outs will be posted on the EHH by 9:00 a.m. on the following day. EHH timelines outlined above in Section 7 will apply.
10. ★ REQUESTED DAY OFF (RDO): Catering employees may request one (1) day off per week electronically. Requests must be submitted no later than noon on the Monday prior to the posting of the following week's schedule. The day off may be granted by job classification, consistent with local operational requirements of Captains, and global operational requirements for Servers and Bartenders. In the event all requests for a particular day cannot be approved due to operational requirements, global seniority of Servers by job classification for Servers and Bartenders and local seniority for Captains shall prevail.
11. ★ VACATION: Catering vacation bidding will be done globally in accordance with STCU Article 21, Sections 7 (a), (b), and (c). When an employee requests and is granted five (5) consecutive days as vacation, they may request up to two (2) days off on either or both ends (up to four (4) days) of their requested vacation time. Existing "block out" policies shall apply.
12. BLOCK OUT DATES: The Company will make every effort to give employees as much notice as reasonably possible in advance of "Block Out" dates. Catering employees may not use call in/sick free days on New Year's Eve (NYE).
13. ★ All Banquet Servers, Bartenders, and Captains will not be involuntarily scheduled less than 1560 hours on an annualized basis (Jan.1 – Dec. 31). Scheduled hours include vacation, sick time, A.D.O.'s, R.D.O.'s, and opt outs. Employees who have taken leaves of absence shall be prorated for the 1560 hours. All grievance settlements based on the Company's proven failure to schedule 1560 hours will be paid at the appropriate non-tipped rate of pay.
14. ★ Catering employees may "swap back" one (1) scheduled shift for one (1) longer shift that is posted on the portal, provided both shifts occur within their home location, and the longer shift does not conflict with the employee's remaining scheduled shifts for the day. Shifts "swapped back" will be immediately posted on the EHH.
15. ★ Deployed Catering Cast Members may be called back to their home location if a desirable shift becomes available.

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★ This provision only applies to Regular Full Time employees

16. Global Catering schedules will be made available to select Shop Stewards.

17. Prior to the Company opening any temporary or "overflow" dining operations, it will meet with UNITE HERE! Local 737 and UFCW Local 1625 to determine by mutual agreement with the Company which employees will staff the operations.

#### **MISCELLANEOUS HOUSEMEN AGREEMENTS**

1. ★ Schedule bids will be posted at least seven (7) days prior to bidding. Any deviation will be discussed in advance with the Union.

2. ★ All Banquet Facilities Hosts/esses (Housemen) schedules will indicate a start and end time for each shift. Preferred shift time and days off combinations will be bid by seniority.

3. Work gloves and raingear will be made available at WDW Costuming.

4. Banquet Facilities Hosts/esses are required to perform any set-up and/or tear down tasks associated with any function. Responsibilities include, but are not limited to:

- (a) Setting up and breaking down all department functions. Park Housemen will assist Banquet Servers in setting areas.
- (b) Cleaning, servicing, and general maintenance of banquet equipment, function rooms, and related service area.
- (c) Servicing/freshening all meeting rooms during breaks.
- (d) Transporting catering equipment for functions.
- (e) Assisting Coffee Break staff during refresh and breakdown, including clearing items such as coffee cups, plates, glasses, etc.
- (f) Placement and removal of grills, ovens, and fryers for beach functions at the Resorts.

It is understood that when business needs dictate, all employees including Culinary, will assist in the placement and removal of the grills, ovens, and deep fryers.

5. The Company shall establish and follow safety guidelines with regard to the use of propane/space heaters for catering functions. The Company agrees to provide training for all Banquet Facilities Hosts/esses who use propane equipment in their role on an as needed basis.

6. Hourly rates for each location will be posted weekly and/or made available to employees, including Banquet Facilities Host/ess.

7. ★ Scheduled overtime will be distributed as equitably as practical to ensure that everyone has the opportunity to receive overtime. Mandatory overtime shifts by location will be distributed as follows:

- (a) Determine the number of shifts needed
- (b) Distributed by seniority to volunteers before assignment to non-volunteer senior employees
- (c) Assign to junior employees first

8. ★ Scheduled overtime will not displace any Housemen from their regularly scheduled shift.

#### **9. Fork Lift Operator Premium**

Banquet Facilities Hosts/esses will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.

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★ This provision only applies to Regular Full Time employees

#### 10. Parks Event Operations

Banquet Facilities Hosts/esses working in Parks Event Operations shall receive an additional one dollar (\$1.00) per hour premium added to his/her base rate of pay for all hours worked in the location.

#### FLORIST

##### Coordinators

Individuals designated as Coordinators will be permitted to coordinate the workflow of employees in any job classification; however, Coordinators will not be permitted to coordinate the technical aspects of a higher job classification.

##### Floral Host/ess

Floral Hosts/esses will perform the following functions: processing/stocking, delivery, basket production, and set and strike team. With the exception of Data Maintenance, Floral Hosts/esses will be cross-trained in processing/stocking, delivery, basket production, and set and strike. Employees may be assigned in any of these functions throughout the work week. This position will require a secondary interview/overview of all functions except Data Maintenance.

##### ★ Data Maintenance Pay Premium

It is our mutual agreement that a Floral Host/ess will receive premium pay of one dollar and twenty-five cents (\$1.25) per hour for performing Data Maintenance work. In order to receive Data Maintenance premium pay, the Floral Host/ess must be performing a Data Maintenance function for sixty (60) consecutive minutes or more.

##### Open Floral and Gift Positions

The number of positions may be increased or decreased based on business need. The following steps will be used to interview and select Employees for open Floral and Gift positions:

- Open positions will be posted in the location for seven (7) days. If no internal candidates post for the positions, the posting will be submitted to Casting and filled in accordance with Article 14, Section 1(a).
- Interested employees must meet the STCU Agreement transfer guidelines to be eligible for consideration and interview.
- An interview process, to include a skills-based demonstration, reviewed and agreed upon by the Union, WDW Floral Department Management, and Labor Relations, will be required of each employee who is interviewed.
- Management will then select the employee based on demonstrated skill and ability to perform the function. All other things being equal, the employee will be selected based on seniority.
- Any vacancies that occur in the future in this area shall be filled in accordance with the criteria outlined above.

##### Floral Design Special Events Service Team

Employees performing the specialized job functions of the Floral Design Special Events Service Team will receive a premium rate of fifty cents (\$.50) per hour, in addition to their regular rate of pay, for actual hours worked.

★ *This provision only applies to Regular Full Time employees*

#### **Special Work Service Repair Premium**

WDW Florist & Gift Basket employees performing Embroidery machine repairs for sixty (60) consecutive minutes or more will be paid a premium of twenty-five (\$.25) cents per hour payable in one-hour increments. Repairs include, but are not limited to, replacement of lost/broken bolts, nuts and spacers, tightening any loose nuts, screws and bolts, oiling of machines, changing broken needles (embroidery machine), and adjusting tension, centering and timing (embroidery machine).

#### **Fork Lift Operator Premium**

Florist Host/ess will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.

#### **ROAMER H/H**

The Roamer H/H may perform work in any of the job classifications included in Addendum A.

- All candidates may be subject to hiring assessments and satisfactory record card review as determined by the Company.
- All Cast Members utilized in the Roamer H/H role, including transfers, shall be placed on a one hundred twenty (120) day qualifying period. If the Company, at its sole discretion, determines during the one hundred twenty (120) day qualifying period that the Cast Member's performance is not satisfactory, or if the employee requests a return within one hundred twenty (120) days, the Company will return the employee to his/her prior job classification.

## I.A.T.S.E. Addendum B-6 Entertainment Technicians, Costuming/Cosmetology, Transformation Experience Stores

### **A. ENTERTAINMENT TECHNICIAN 1**

Entertainment Technician 1 work will include the following:

Entertainment Technicians assigned to work on independent preparation and technical production work pertaining to new shows, special events, road shows, and remounts of shows. This includes technical systems and show design, and production team coordination (Crew Chief).

#### **Guidelines:**

1. This level can be statused or carded up dependent on management approval and length of involvement. This is subject to approval by a Technical Operations Manager for temporary card up/status and review by the WDW Technical Management Committee (TMC) for Full-Time status change. Entertainment Technician 1 pay typically begins with the first day of prep and ends at the end of opening day or when the project is completed in a temporary card up/status situation. Entertainment Technician 1 pay may be intermittent. Technician 1 is only paid for the hours during which Entertainment Technician 1 work is being done. Pay will revert to the appropriate or statused rate for any other time worked.
2. An Entertainment Technician 1 would specialize in a discipline(s) and such specialization shall be noted in the employee's personnel file:

Audio	Special Effects (e.g. pyro or lasers)	Properties
Lighting	Audio Visual	Production Planning Coordination
Rigging	Video Production	
3. An Entertainment Technician to be statused at Entertainment Technician 1 would be required to have a complete understanding of the logistics involved in the relevant type of production (road shows, special events, seasonal remounts) and extensive knowledge of the systems and equipment applicable to their area of involvement. An Entertainment Technician with knowledge or skill in a specific area may be carded up for the duration of that project.
4. An Entertainment Technician 1 should possess exemplary leadership skills and outstanding production coordination abilities.
5. Assignment to the Entertainment Technician 1 classification is at the sole discretion of management and will be based upon an evaluation of the criteria listed above as well as the size, scope, and complexity of the project assignment. The number of employees statused as Entertainment Technician 1 shall be determined exclusively by management.
6. The Entertainment Technician 1 classification will also be utilized for assignment as Crew Chief. An Entertainment Technician 1 who is relieved of such responsibilities shall be statused at the appropriate level based upon their previous status.

### **B. ENTERTAINMENT TECHNICIAN 2**

An Entertainment Technician 2 has advanced technical skills and the ability to effectively teach or lead other Entertainment Technicians in existing technical show positions. An Entertainment Technician 2 also has the ability to prepare for and implement adaptations to existing shows or designs when required.

### **Guidelines:**

1. For promotion to Entertainment Technician 2, an Entertainment Technician shall meet the criteria for that level, based on management review.
2. The Entertainment Technician 2 should have an advanced working knowledge of one or more of these disciplines:
  - Audio
  - Lighting
  - Rigging
  - Special Effects  
(e.g. pyro or lasers)
  - Articulated Character Heads
  - Show Control
  - Video Production
  - Properties & Puppets
3. An Entertainment Technician 2 should have the ability to operate, maintain, and trouble-shoot existing systems within their discipline and work area.
4. An Entertainment Technician 2 should have the ability to assist in preparing. Operating Guideline manuals as well as technical production requirements.
5. Entertainment Technician 2 duties should include instructing or training other Technicians in proper setup, use, and maintenance of show equipment and procedures.
6. An Entertainment Technician 2 should possess a thorough understanding of cueing of a daily ops show for which he/she would be regularly scheduled.
7. An Entertainment Technician 2 should possess experience and knowledge concerning WDW work orders, purchase requisitions, and equipment inventory for their area.
8. An Entertainment Technician 2 should show responsibility and professionalism in their work as well as the following:
  - a. Leadership, organizational skills, positive attitude.
  - b. Strong problem solving ability.
  - c. Provide an effective role model for fellow employees.
  - d. Demonstrate effective communication skills, both written and verbal.
  - e. Commitment to workplace safety and show quality.
9. Assignment to the Entertainment Technician 2 classification is at the sole discretion of management and will be based upon an evaluation of the criteria listed above. The number of employees statused as Entertainment Technician 2 will be determined exclusively by management.
10. The Entertainment Technician 2 will also meet all of the requirements listed for Entertainment Technician 3.

### **C. ENTERTAINMENT TECHNICIAN 3**

An Entertainment Technician 3 is capable of performing in existing daily show operation positions.

An Entertainment Technician 3 also should be able to assist in the preparation and implementation of adaptations to existing shows or designs when required.

### **Guidelines:**

1. For promotion to Entertainment Technician 3, a Technician shall meet the criteria for that level, based on management review.
2. An Entertainment Technician 3 should have experience and working knowledge in one or more of the following disciplines:

Audio	Audio Visual
Lighting	Video Production
Rigging	Properties
Special Effects	Production Planning/Coordination
(e.g., pyro or lasers)	Puppets
Show Support	Articulated Character Heads
Show Control	
3. An Entertainment Technician 3 should have a thorough understanding of:
  - a. Show cues, scripts, stage directions, show logs, and standard Operation Guideline manuals.
  - b. OSHA and R.C.I.D. Codes pertaining to standard theatrical safety codes.
  - c. Utilization of theatrical show documentation including equipment lists, patching/hook-up charts, stage plots, etc.
  - d. Entertainment equipment and system maintenance and troubleshooting.
4. An Entertainment Technician 3\* should be certified to operate one or more of the following Aerial Work Platforms (AWP) along with Fall Prevention Training and/or Powered Industrial Trucks (PIT):

Highreach Lift	Scissors Lift	Vertical Personnel Lift
Knuckle Highreach	Forklift	Loadall Lift
5. An Entertainment Technician 3 should understand the Disney Show concept and be familiar with the following job roles:
  - a. Entertainment operations management, stage managers/supervisors, entertainment duty managers.
  - b. Entertainment Creative Services Management—including project managers, show directors, choreographers, designers, etc.
  - c. Technical Services—Crew Chiefs and Technicians.
  - d. Show Support.
6. An Entertainment Technician 3 should:
  - a. Work well with peers, Crew Chiefs and supervision.
  - b. Show respect and professional care for equipment and tools.
  - c. Possess a good understanding of the Entertainment Technician 3 responsibilities and limits as it applies to peers, Crew Chiefs, management, support departments and Service Trades Council Agreements.
  - d. Perform assigned duties proficiently and with attention to show quality and procedures.
  - e. Maintain an interest in industry innovations, as well as seek to increase his/her knowledge and skills in Entertainment Technician discipline(s).
  - f. Commitment to workplace safety and show quality.

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\* The Company will schedule certification training on a regular basis, but no less than once per year.

### **D. ENTERTAINMENT TECHNICIAN 4**



An Entertainment Technician 4 is an entry level Technician who is learning the craft. Upon receiving the appropriate training, Entertainment Technician 4's may fill scheduled lines performing basic Technician duties. While an exhaustive list of appropriate duties cannot be created, the following are illustrative examples of the type or nature of duties which can be performed by Entertainment Technician 4's:

Assignment	Illustrative Examples
Stage Assist	Basic tracks on multi-track shows, hand out props
Loader	Load in and load out
Light Assist	Change lamps or gels
Spotlight Operator	Basic spotlight operation (on non-called shows only)
Audio Assist	Assemble mic stands, gaff cables, etc...
Basic AV	Setting up overhead projectors, small audio set-ups under supervision
Camera Assist	Camera assist for IMAG and ENG; pull and hold cable

**Guidelines:**

1. The Entertainment Technician 4 should have a basic working knowledge of:  
Technical Terminology  
Show Production  
Standard Show Equipment
2. In addition to the knowledge mentioned, an Entertainment Technician 4 should also possess a positive attitude and initiative. Self-motivation and a willingness to learn are also important.
3. An Entertainment Technician 4 cannot act as a one person crew. An Entertainment Technician 4 must be part of a crew of two or more, at least one of which must be an Entertainment Technician 3 or higher.
4. An Entertainment Technician 4 shall not do the following:
  - a. pyro (journeyman)
  - b. Crew Chief
  - c. show control
  - d. rigging
  - e. board operation
  - f. production planning
5. An Entertainment Technician 4 cannot be carded up to a higher level for more than fourteen (14) days except with the consent of the Union in advance for developmental purposes. If an employee is regularly assigned a work schedule as an Entertainment Technician 3 for fifty percent (50%) or more of his/her time on a quarterly basis, he/she will be prospectively statused as an Entertainment Technician 3. Other circumstances regarding undue frequency may be considered on a case by case basis at the request of the Union.
6. Full time Entertainment Technician 4's shall not comprise more than ten percent (10%) of full time Entertainment Technician headcount. The Company shall make available to the Union on a monthly basis a list of the names and statused locations of Entertainment Technician 4's hired that month.

**E. ENTERTAINMENT TECHNICIAN 5**

An Entertainment Technician 5 is an intern. A Technician 5 may fill a scheduled line, such as Stage Assist, Lighting Assist, Spot Light Operator, etc., as part of a crew under the supervision of a Crew Chief after appropriate training. Visibility and discussion of Intern Program components and scheduling will be

provided at the Labor/Management Operations & Safety Committee. Entertainment Technician 5s shall not comprise more than five percent (5%) of full time headcount

An Entertainment Technician 5 should show commitment to workplace safety and show quality.

## HOURS OF WORK

### A. TRANSFERS

Transfers into I.A.T.S.E. classifications, with the exception of Boutique Hostess, must wait one (1) full year to exercise their seniority for bidding of lines.

### B. TURNABOUT PROCEDURE

Employees returning from a straight time shift with less than nine (9) hours time off from the end of the previous shift will be paid overtime commencing with the tenth (10) cumulative hour. This provision applies to Entertainment Technicians, Costuming, and Cosmetology.

### C. EXTRA HOURS HOTLINE

The Company may place open shifts on the Extra Hours Hotline (EHH) whenever business needs dictate.

### D. ENTERTAINMENT TECHNICIANS

The Company will give forty-eight (48) hours notice of a scheduled day off. When a day off is scheduled with less than the required notice, the employee shall receive four (4) hours pay in addition to the day off. However, the employee will not be entitled to the four (4) hour payment if the schedule change results in an additional shift or overtime shift, i.e., you do not get both.

#### EXAMPLE 1:

Joe was scheduled:

SUN	MON	TUE	WED	THU	FRI	SAT
WK	WK	WK	/	/	WK	WK

On Tuesday, due to operational necessity, management is required to work Joe on Wednesday (his scheduled day off) and was able to give him Friday as a day off.

His new schedule is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
WK	WK	WK	WK	/	/	WK

4 hours

Because management changed his day off without giving him forty-eight (48) hours notice, Joe will receive four (4) hours payment on Friday.

#### EXAMPLE 2:

Management is unable to give Joe another day off. His new schedule is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
WK	WK	WK	WK	/	WK	WK

Because Joe worked on his day off, he is not entitled to the four (4)-hour payment.

If a schedule change of more than one (1) hour on the in time or two (2) hours on the out time occurs after 12:00 noon on the day prior to the call, the employee shall be compensated with one (1) hour of additional straight time pay. Conventions, classes and special events or extensions of shift paid at an overtime rate are excluded.

1. Split Shifts

One portion of a split shift will be a minimum of six (6) hours and the other portion will be a minimum of four (4) hours.

2. The parties recognize that there may be circumstances where employees working extended hours are released from work with less than eight (8) hours until the beginning of the next shift but do not remain on call for purposes of either pay or requiring a designated sleeping location under Article 11, Section 6(d) of the STCU Main Agreement. In such circumstances and at the request of the employee, the Company may make available designated sleeping locations on a case by case basis. Employees availing themselves of this opportunity shall not be paid unless on call under Article 11, Section 6(d).
3. Management should make reasonable efforts to notify Entertainment Technicians of schedule changes as quickly as possible.

4. Scheduling

The Company shall agree that it shall make every effort to schedule Entertainment Technicians working at Entertainment stage venues at the same shift times at least three (3) days of a five (5) day workweek and four (4) days of a six (6) day workweek.

No employee may be scheduled to work on any pre-arranged vacation period unless they volunteer. This volunteer status must be documented by the Company

5. Overtime

Persons volunteering for weekly overtime shall have the following request options:

- a. 10 hours
- b. 15 hours
- c. 20 hours
- d. 25 hours
- e. 30 hours

Mandatory overtime will be scheduled up to a weekly maximum of sixty-five (65) hours for all employees covered by the I.A.T.S.E. (excluding Transformational Experiences).

6. Scheduled Overtime

Scheduled overtime which is cancelled shall be paid unless the employee is notified that it is cancelled at least twenty-four (24) hours before the start time for the scheduled overtime shift. Conventions and Special Events are excluded from this provision.

7. Report Pay

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

## **E. MEAL BREAKS\***

In lieu of the provisions of Article 10, Section 6 of the STCU Main Agreement, the parties agree as follows:

1. A minimum time of one-half (½) hour to a maximum of one (1) hour unpaid meal break will be assigned to each employee scheduled to work more than seven (7) hours. For all shifts, other than Costuming/Cosmetology shifts that start after noon, such meal break shall be taken as near as practicable to the mid-point of the scheduled shift, but not before four (4) hours nor later than six (6) hours from the beginning of the shift. In any Costuming/Cosmetology shift, that starts after noon and where a first meal break is taken, such meal break shall be taken as near as practical to the mid-point of the scheduled shift, but not before two (2) hours nor later than six (6) hours from the beginning of the shift.
2. Any Entertainment Technician shift, where a lunch is required, shall be paid a minimum of eight (8) hours.
3. If an employee covered by the I.A.T.S.E. (excluding Transformational Experiences) has notified the shift manager in advance and does not begin a meal break or receive a French meal beginning with the seventh (7th) hour of work, he/she will be paid a meal penalty for delayed meals as follows:

First one-half (½) hour meal delay or fraction thereof	\$5.50
Second one-half (½) hour meal delay or fraction thereof	\$8.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	\$10.50

Employee must notify the shift manager of impending meal penalty a minimum of thirty (30) minutes prior to penalty. Failure to do so eliminates the Company's obligation to pay the prescribed penalty. Daily Ops shifts are excluded from notification requirement unless the Employee worked an additional shift prior to this shift during the workday.

4. If the length of the shift requires a second meal break\*\*, it must begin between four (4) and six (6) hours after the end of the first meal period. Additional meal breaks shall be either a one-half (½) hour unpaid meal break or a French meal. In no case will a second meal break be required prior to the completion of the eleventh (11th) consecutive hour of work for employees on ten (10) hour shifts, exclusive of meal breaks.
5. A meal break may begin prior to the four (4) hour point in the shift, provided at least thirty (30) minutes of meal break occurs after the four (4) hour point in the shift.
6. French Meals. The Company, in lieu of a meal break, may provide a meal of acceptable quality (agreed to by the Crew Chief) for all personnel, within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the crew time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one-half (½) hour is provided. Food and beverage supplied as a French meal are at the Company's expense.
7. Grace Period. There will be a twelve (12) minute grace period prior to the imposition of any meal penalty. The twelve (12) minute grace period may not be scheduled, but may be used when

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\* Applies to full time Entertainment Technician, Costuming and Cosmetology classifications. See TERP agreement for meal penalty provisions applicable to TERPs.

\*\* A second meal break will be required on a scheduled shift that is fourteen (14) hours or more.

- necessary to complete work in progress. The grace period provision is applicable to Film & Tape operations and Resort/Theme Park dress rehearsals, sound checks, and shows.
8. If an employee does not receive the meal break or French meal as indicated hereinabove, the employee will be paid the meal penalty specified in Section (a).
  9. The parties recognize that there may be unexpected circumstances where employees covered by these meal provisions are required to work through the night at locations where meals are not readily accessible, such as when cafeterias are closed. Where such unplanned or unscheduled events occur such that the employees do not have adequate notice of the need to bring their meals, the Company will give consideration to providing meals.

#### **EXAMPLE OF MEAL PERIOD PENALTIES**

Scheduled shift: 08:00 to 16:30

Shift: 8 Hours	08:00 - 12:00	12:01 - 14:00	14:01 - 16:30
	At least four (4) hours after the shift starts	Meal period must begin during this time frame to avoid meal period penalty.	

If meal period starts from:

14:01 - 14:30	Meal penalty is \$5.50
14:31 - 15:00	Meal penalty is \$8.00
15:01 - 15:30	Meal penalty is \$10.50

For each additional one-half (½) hour or fraction thereof, meal penalty is an additional \$10.50.

#### **EXAMPLE:**

Joe is scheduled to work 08:00 - 16:30, his meal period should begin between 12:01 - 14:00 hours. Due to operational necessity, Joe's meal period did not begin until 15:00. The meal penalty would be as follows:

14:00 - 14:30	Meal penalty is \$5.50
<u>14:30 - 15:00</u>	<u>Meal penalty is \$8.00</u>
Total Penalty:	\$13.50

#### **EXAMPLE:**

Joe is scheduled to work 08:00 - 16:30, his meal period should begin between 12:01 - 14:00 hours. Due to operational necessity, Joe's meal period did not begin until 15:00. Joe did not notify the shift manager of an impending meal penalty. No meal penalty is due.

## **PREMIUM PAY**

### **A. DESIGN PREMIUM**

Entertainment Technicians, Costume Assistants, or Cosmetologists involved in new project, show, facility and/or system design at Walt Disney World Entertainment Design Services, and Workroom Employees who are designing digitized embroidery, shall receive a three dollar (\$3.00) per hour premium above their appropriate rate for actual time spent on complex design work related to permanent installations in one (1) hour increments. The premium shall also be paid for complex design work in operating areas of Walt

Disney World Entertainment. Such premium shall be paid at the discretion of management, via review by Tech Management Committee with WDE Design Department.

## **B. RIGGING PREMIUM**

The rigging premium of three dollars (\$3.00) per hour, paid in one (1) hour increments, shall be paid to the employees installing, dismantling and/or operating the rigging for the actual time worked on the rigging systems. An employee assisting a rigging job but not responsible for the rigging (i.e., carrying equipment, etc.) shall not be eligible for the rigging premium. The rigging premium will increase to \$3.50 per hour on 9/29/2019, \$4.00 per hour on 10/4/2020, and \$4.50 per hour on 10/3/2021. At no time will the employee's statused rate plus this rigging premium exceed the statused rate of an Entertainment Tech Rigger.

The Company will establish a statused rigging classification which will be paid Entertainment Technician level 1 plus the rigging premium. The Company, in its sole discretion, will determine the number of individuals statused to this classification. Additionally, all Full-Time openings must be reviewed by the TMC and approved by the Technical Operations Managers.

The following are considered compensable rigging functions:

1. Establishing pick-up points at designated sites in a structure or at a show location that is not equipped with existing apparatus
2. Using rigging motors or other overhead lifting devices (i.e., block and tackle, Thomas-type truss systems) to lift truss, lighting, audio, scenic or video equipment to established pick-up points, except on the soundstage winch system
3. Rigging or installing roll drops, such as Pioneer Hall, or traveler tracks, except on the soundstages unless rigged to steel
4. Providing rigging guidance to an outside production company, except on the soundstages
5. Rigging design work
6. Walking a truss
7. Rappelling
8. Tying together three (3) or more Genie-style towers
9. Installing and/or operating a fly system for the purpose of flying talent

Entertainment Technicians will not be entitled to the above premium when performing the following functions:

1. Simple assembly of truss
2. Hanging of pipe, drape or signs (banners)
3. Hanging single lighting instruments; running electrical cables
4. Hanging pyro apparatus
5. Focusing instruments on a suspended truss
6. Operating lifts
7. Running spotlights on scaffolding
8. Operating a pendant or control panel to raise, lower or control existing lifting system

All determinations regarding the selection for training, eligibility for rigging premium, and selection for rigging assignment rest solely with management.

## **C. PYROTECHNIC SHIFT PREMIUM**

### **1. Definition**

Entertainment Technicians specifically scheduled into pre-determined positions involving the handling of 1.3g and/or 1.4g pyrotechnic products will be paid a one dollar (\$1.00) per hour premium. The pyrotechnic premium will increase to \$1.50 per hour on 9/29/2019, \$2.00 per hour on 10/4/2020, and \$2.50 per hour on 10/3/2021. This premium will be applied to all designated qualifying shifts in daily operations, conventions and special events.

### **2. Qualifying Shifts**

For the purposes of this premium, a qualifying shift is one in which the majority of the duties performed during the shift involve the handling of pyrotechnic product. The list of qualifying shifts will be pre-determined based on the definition above. Qualifying shifts for conventions and special events will be determined on a case-by-case basis at the sole discretion of management.

### **3. Eligibility**

To be eligible for the pyrotechnic shift premium, the Entertainment Technician must work a designated qualifying shift. The handling of pyrotechnic product in itself does not constitute eligibility for this premium, however the Company will pay the pyrotechnic premium to Technicians while delivering pyrotechnics to rooftops.

Any time an Entertainment Technician holding a Class C or higher CDL with a HazMat endorsement is required to drive a vehicle displaying a "hazardous" 1.3g and/or 1.4g placard as required by DOT Regulations, that Entertainment Technician shall receive a one dollar (\$1.00) per hour pyro premium only while transporting the pyrotechnic product.

## **D. COSTUMING** *(This section also applies to Casual Regular Employees)*

1. Employees scheduled to perform warehouse functions at the Costume Storage Facility shall be paid at the appropriate Costume Specialist Senior rate of pay for all hours worked. This shall not apply to I.A.T.S.E. covered Employees who are scheduled in other areas but are temporarily using the Costume Storage Facility for purposes, including but not limited to, packing costumes for special events relevant to their assigned areas and/or counting or pulling costumes for holiday events relevant to their assigned areas.
2. Employees who work in Character Services, Skate Repair, and Character Head Repair positions will be paid at the appropriate Costume Specialist Senior rate of pay for all hours worked. (Override rate)
3. Costuming Employees working at the Costume Storage Facility locations (Orange and Lee Vista Facilities, including Character Services) that are certified to operate lift equipment shall receive a thirty cents (\$.30) per hour premium above the Costume Specialist Sr. rate only when operating a forklift or scissor lift at the above mentioned locations. Costuming Employees working at the Costume Storage Facility Orange and the Lee Vista Costume Storage Facility will be paid this premium for one-hundred percent (100%) of actual hours worked for each facility. The premium only applies to hours worked at a Costume Storage Facility location.

### **4. Gesture Recognition**

When a Costume H/H Cast Member performs the direct support/dressing of the Gesture Recognition based Characters, they will receive a one dollar (\$1.00) an hour premium based off their Costume H/H classification rate, per Addendum A in the STCU Agreement, for the actual time performing these functions in thirty (30) minute increments.

**E. HIRING/RETENTION INCENTIVES/RANGE PENETRATION FOR ALL I.A.T.S.E. CLASSIFICATIONS**

The Company may implement the following hiring and/or retention initiatives including, but not limited to, increasing the minimum rates of pay, wage penetration, hiring and/or retention bonus payments, hiring referral program incentives, relocation assistance, and any other incentive and/or retention initiative deemed appropriate by the Company, to meet hiring and retention needs.

An employee/applicant who is range penetrated in any of the classifications covered by I.A.T.S.E. shall not be "red circled."

**BIBBIDI BOBBIDI BOUTIQUE/PIRATES LEAGUE  
(n/k/a Transformation Experience Stores)**

*(This section also applies to Casual Regular Employees)*

- A. Applicants may be reviewed, interviewed, and asked to perform a proficiency test.
- B. Employees transferring into the Boutique Hostess or Pirate Host/Hostess position will be placed on a ninety (90) day qualifying period. If the Company determines during the ninety (90) day qualifying period that the Employees' performance is not satisfactory, or if the Employee requests a return within the ninety (90) day qualifying period, the Employee will be returned to his/her prior location.
- C. Transfers from a different job classification and new hires into the Boutique Hostess or Pirate Host/Hostess position must go through an interview at Casting and a secondary interview with the Area Management.
- D. Employees will be required to obtain a state certification for the Boutique Hostess position. The initial certification, as well as the recertifications, will be paid by the Company.
- E. After transfer, a Boutique Hostess or Pirate Host/Hostess may exercise her/his seniority at the next schedule bid.

**MEDIA RATES**

**A. REVISED "PAY UP" DEFINITION**

"Pay up" Definition. When any employee of the Company, regularly working in a category represented by I.A.T.S.E. under the STCU Agreement, is engaged in the performance of work wherein videotaping for television or filming for television, internet, or audio for radio broadcast takes place, the following criteria shall determine eligibility for MEDIA PREMIUM RATES:

- 1. The "pay up" shall be required when an employee is performing duties that supplement the broadcast production crew and are outside of the normal duties routine to the performance/event/show and are driven solely by the taping/filming of the performance/event/show.
- 2. The pay rate/level will be determined by the duties performed, as listed below, while supporting the broadcast production crew.
- 3. For exclusive broadcast shoots (i.e., shoots done exclusively for broadcast and not associated with any standard show, convention or event), employees covered under this addendum and assigned to the exclusive broadcast shoot would receive the appropriate "pay up" rate based on duties performed for the entire shoot from load in to load out.



4. For events which are a combination of a standard show, convention or event and broadcast, the “pay up” rate will be paid for actual qualifying time worked in one-half (½) hour increments.
5. When an audio technician does the recorded mix of an event which is being recorded for broadcast or retail sale, the applicable “pay up” rate will be paid for actual qualifying time worked in one-half (½) hour increments. This only applies to audio technicians.

#### **B. MEDIA PREMIUM RATES – ENTERTAINMENT TECHNICIANS**

<b>Level</b>	<b>Classification Examples</b>	<b>Current Rate</b>	<b>Effective 90 days after Ratification</b>	<b>Effective 9/29/2019</b>	<b>Effective 10/4/2020</b>	<b>Effective 10/3/2021</b>
Grade Level 1 Positions generally taking direction from a Director or Production Truck with direct-live feed.	Camera Operator/Mixer Video Engineer Video Switcher Video Editor Production Truck Mixer	\$34.83	\$35.83	\$36.83	\$37.83	\$38.83
Grade Level 2 Positions generally in a leadership position of a crew or discipline	Crew Chief, A1, Head Rigger, Moving Light Programmer, Graphics Operator, Lighting Board Operator, Audio Board Operator, Broadcast Ops positions not defined above.	\$27.32	\$28.32	\$29.32	\$30.32	\$31.32
Grade Level 3 All other positions	Crew Members	\$23.91	\$24.91	\$25.91	\$26.91	\$27.91

Where employees, within a single shift, perform multiple duties which qualify for different “pay up” rates, the rate for the highest level of duties assigned shall be paid for all “pay up” duties during the shift. Additionally, the employee shall be paid at the highest rate of the duties assigned, or their statused rate.

### **C. COSTUMING/COSMETOLOGY “PAY UP” RATES**

*(This section also applies to Casual Regular Employees)*

<b><u>Description</u></b>	<b><u>Current Rate</u></b>	<b><u>Effective 90 days after Ratification</u></b>	<b><u>Effective 9/29/2019</u></b>	<b><u>Effective 10/4/2020</u></b>	<b><u>Effective 10/3/2021</u></b>
“Pay Up” Rate A Cosmetologist	\$24.97	\$25.97	\$26.97	\$27.97	\$28.97
“Pay Up” Rate C <ul style="list-style-type: none"><li>• Costume Specialist Sr.</li><li>• Costume Assistant I, II</li><li>• Boutique Hostess/Pirate H/H</li></ul>	\$18.73	\$19.73	\$20.73	\$21.73	\$22.73
“Pay Up” Rate D <ul style="list-style-type: none"><li>• Costume Specialist</li><li>• Costume H/H</li><li>• Costume Assistant III</li></ul>	\$15.09	\$16.09	\$17.09	\$18.09	\$19.09

Where employees, within a single shift, perform multiple duties which qualify for different “pay up” rates, the rate for the highest level of duties assigned shall be paid for all “pay up” duties during the shift. Additionally, the employee shall be paid at the highest rate of the duties assigned, or their statused rate.

### **D. EXAMPLES OF APPLICATION OF “PAY UP” TO HOURLY (NON-EXEMPT) EMPLOYEES REPRESENTED BY I.A.T.S.E**

#### **1. Entertainment Technicians**

##### **a. Example 1 (Exclusive Broadcast Shoot)**

Facts: The Company obtains the use of the America Gardens Theatre at EPCOT to produce “Regis and Kelly, Live from EPCOT.” The production crew uses Entertainment Technicians to help interface with the house audio and lighting systems as well as general grip duties.

How Paid: All Entertainment Technicians working the event are paid the applicable “pay up” rate based on duties performed for the entire event from load in to load out.

**b. Example 2 (Exclusive Broadcast Shoot)**

*Facts:* The Company hires a production company to shoot a commercial for Fantasmic. The shoot is after hours and the director requests to do specific segments of the show with special stunts and pyro.

*How Paid:* All Entertainment Technicians working the event are paid the applicable "pay up" rate based on duties performed (see **above**) for entire event from load in to load out.

**c. Example 3 (Combination Broadcast/Event)**

*Facts:* A production company arrives to tape the Village People performing at a press event at Disney's Hollywood Studios. The production company asks the Entertainment Technician audio crew to help establish microphone splits to the production truck and requests that the lighting crew help add lighting to illuminate the audience. During the show, the director gives special cues to the light board operator and requests the spotlight operators to use no color.

*How Paid:* All Entertainment Technicians performing the additional duties requested by the production company receive the applicable "pay up" rate based on duties performed in one-half ( $\frac{1}{2}$ ) hour increments for actual work done in the installation and strike of the extra lights and audio splits. The light board operator and spotlight operators receive the applicable "pay up" rate in one-half ( $\frac{1}{2}$ ) hour increments for the length of the show based on duties performed during the show. No other Entertainment Technicians receive the "pay up" rate.

**d. Example 4 (Combination Broadcast/Event)**

*Facts:* An Entertainment Audio Technician at the America Gardens Theatre is normally assigned to the Barbie show. During a particular show, the Entertainment Technician is directed to run extra cable, hook-up and test additional microphones, and add monitor speakers for the television taping.

*How Paid:* The Entertainment Audio Technician doing the additional duties requested by the production company receives the applicable "pay up" rate based on duties performed in one-half ( $\frac{1}{2}$ ) hour increments for actual work done in running and striking the extra cable, hook-up and testing of additional microphones and addition of monitor speakers. No other Entertainment Technicians receive the "pay up" rate.

**e. Example 5 (Normal Operations)**

*Facts:* An Entertainment Audio Technician at the America Gardens Theatre is normally assigned to the Barbie show to mix the show. During a certain show, an additional feed is taken from the audio board by a tape crew.

*How Paid:* No "pay up" rate is paid. The Entertainment Technician is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

**f. Example 6 (Normal Operations)**

*Facts:* During a performance at the Castle stage for the Grad Nite event, a television production crew takes a feed from the audio board.

*How Paid:* No "pay up" rate is paid. The Entertainment Technician is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

**g. Example 7 (Combination Broadcast/Event)**

*Facts:* During a performance at Festival of the Lion King, an Entertainment Audio Technician is directed by a television production company to send a different matrix mix than the house mix to television production.

*How Paid:* The Entertainment Audio Technician doing the additional duties requested by the production company receives the applicable "pay up" rate based on additional duties performed in one-half (½) hour increments for actual work done in the setup and strike of the cable and the setting of the new mix. No other Entertainment Technicians receive the "pay up" rate.

**2. Costuming**

**a. Example 1 (Exclusive Broadcast Shoot)**

*Facts:* The Company obtains the use of the America Gardens Theatre at EPCOT to produce "Regis and Kelly, Live from EPCOT." A costumer is assigned to do the wardrobe for Kelly for the filming.

*How Paid:* The costumer assigned to do Kelly's wardrobe is paid the applicable "pay up" rate.

**b. Example 2 (Exclusive Broadcast Shoot)**

*Facts:* An additional parade is scheduled beyond the normal daily parades for the purpose of filming.

*How Paid:* Costumers working the additional parade receive the applicable "pay up." The parade was scheduled solely for the filming.

**c. Example 3 (Combination Broadcast/Event)**

*Facts:* A costumer is providing support for the performers in the parade. During a particular parade, the costumer is asked to provide support for the hosts of a television broadcast of the parade.

*How Paid:* The costumer doing the additional duties requested in providing the costuming support for the hosts of the television broadcast receive the applicable "pay up" rate based on duties performed in one-half (½) hour increments for actual work done in supporting the television hosts. No other costumer receives the "pay up" rate.

**d. Example 4 (Normal Operations)**

*Facts:* A costumer working the Walt Disney World Easter Parade is providing support for the performers in the show. The parade is filmed.

*How Paid:* No "pay up" rate is paid. The costumer is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

**e. Example 5 (Normal Operations)**

*Facts:* Kelly appears as the "Star of the Day." A costumer is providing support for Kelly. Her appearance as "Star of the Day" is filmed.

*How Paid:* No "pay up" rate is paid. The costumer is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

### **3. Cosmetology**

#### **a. Example 1 (Exclusive Broadcast Shoot)**

*Facts:* The Company obtains the use of the America Gardens Theatre at EPCOT to produce "Regis and Kelly, Live from EPCOT." A cosmetologist is assigned to do the make-up for Kelly for the filming.

*How Paid:* The cosmetologist assigned to do Kelly's make-up is paid the applicable "pay up" rate.

#### **b. Example 2 (Exclusive Broadcast Shoot)**

*Facts:* An additional parade is scheduled beyond the normal daily parades for the purpose of filming.

*How Paid:* All the cosmetologists working the additional parade receive the applicable "pay up." The parade was scheduled solely for the filming.

#### **c. Example 3 (Combination Broadcast/Event)**

*Facts:* A cosmetologist is assigned to work the Super Soap Weekend providing support for celebrities performing "On Camera" interviews. During a particular interview, a cosmetologist is asked to provide support for an additional host that has been brought in for a television taping.

*How Paid:* The cosmetologist doing the additional duties requested in supporting the additional host brought in for the television taping receives the applicable "pay up" rate based on duties performed in one-half (½) hour increments for actual work done in supporting the television hosts. No other cosmetologist receives the "pay up" rate.

#### **d. Example 4 (Normal Operations)**

*Facts:* A cosmetologist is assigned to work the Super Soap Weekend providing support for celebrities performing "On Camera" interviews. During the weekend, a cosmetologist is asked to provide support for celebrities being interviewed by emcees for the day guests. An interview is filmed.

*How Paid:* No "pay up" rate is paid. The cosmetologist is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

### **4. Radio Broadcast (Applicable to Entertainment Audio Technicians only)**

#### **a. Example 1**

*Facts:* Bryan Adams is performing at Pleasure Island. A third party engineer records the mix for a future radio broadcast. The Disney Entertainment Audio Technician helps establish the splits from the stage.

*How Paid:* The Entertainment Audio Technician receives F&T Grade Level 4 in one-half (½) hour increments for duties related to the recording of the performance, including the set up, operation and strike of the recording equipment.

#### **b. Example 2**

*Facts:* Bryan Adams is performing at Pleasure Island. A third party engineer records the mix for a future radio broadcast. The Disney audio crew assists the radio production crew to establish splits from the stage, interfacing with the facility communications system, set up a remote recording booth and interconnect a house playback system with the recording booth.

*How Paid:* The audio Crew Chief would receive F&T Grade Level 3 in one-half (½) hour increments for the extensive duties required in interface with broadcast. All other Entertainment Audio Technicians receive F&T Grade Level 4 in one-half (½) hour increments for duties related to the recording of the performance, including the set up, operation and strike of the recording equipment.

#### **E. EXCLUSIONS**

Notwithstanding the above, the parties agree that the current practice shall be maintained and the “pay up” rate shall not be required in the following circumstances:

1. Image Magnification (IMAG) type work in support of conventions and meetings
2. Shoots for internal Company documentation
3. Shoots for re-transmission to park guests (Examples: (a) the filming/videotaping of an activity within a theatre so that the activity is displayed on closed circuit monitors for other guests outside the theatre to view; (b) the shooting and use of a film as an element or part of a production.)

#### **F. APPLICABILITY TO TERPS/WARDROBE REFERRALS**

Where the Company seeks a referral of TERPs/Wardrobe Referrals for duties which, if performed by full time employees, would entitle those employees to “pay up”, the TERPs/Wardrobe Referrals shall be paid the applicable “pay up” rate as provided herein.

### **TRAVEL POLICY FOR HOURLY (NON EXEMPT) EMPLOYEES REPRESENTED BY I.A.T.S.E.**

The following guidelines have been established for payment of hourly employees for time spent in travel and work on Company authorized business trips. These procedures have been developed to specifically apply to travel by employees represented by I.A.T.S.E. as listed in Appendix A, attached hereto.

#### **A. QUALIFICATION**

On those occasions when the employees of Walt Disney World Co. are requested to support a road show or to provide technical assistance to any Walt Disney World Co. promotion, production or presentation, requiring overnight accommodations at an off property site, every effort will be made to send a Walt Disney World Co. employee, represented by I.A.T.S.E. Local 631, on the trip. On a yearly basis the Company will post a sign-up sheet and give consideration for employees interested in travel.

#### **B. COMPENSATION**

1. Each Walt Disney World Co. employee assigned to a road show/touring situation will be paid in accordance with the classification rates listed in Appendix A, and the guidelines contained herein.
2. At least one member of each crew will be designated as Crew Chief for the tour, (excludes classes and training).
3. A payroll week shall be defined as a period of seven (7) days, starting at 12:00 a.m. (midnight) on each Sunday and ending at 11:59 p.m. on the following Saturday of the same week. A payroll day is a period of twenty-four (24) hours, starting at 12:00 a.m. (midnight) and ending at 11:59 p.m. on the same day.
4. Road shows of less than seven (7) days shall be paid on a flat daily rate per day. Hours worked in excess of fourteen (14) in a payroll day or sixty-five (65) hours in a payroll week will be paid at double time. The double time rate for this purpose will be two (2) times the employee's hourly stated straight time rate as outlined in the Service Trades Council Agreement.

- 5 Road shows of seven (7) days or more shall be paid on a weekly rate, pro-rated to a daily rate as appropriate (i.e., weekly rate divided by 6). Hours worked in excess of fourteen (14) in a payroll day or sixty-five (65) hours in a payroll week will be paid at double time. The double time rate for this purpose will be two (2) times the employee's hourly stated straight time rate as outlined in the Full Time Service Trades Council Agreement.
6. The following additional rules shall apply for pay for mixed weeks comprising both road trips and daily operations at Walt Disney World Resort:
  - a. Where a trip begins after the start of a payroll week, employees shall be paid according to their normal hourly payment schedule as outlined in the Full Time Service Trades Council Agreement for work performed prior to the trip. However, the hours worked that payroll week will count for purposes of applying toward the sixty-five (65) hours in a payroll week.
  - b. Where an employee begins a trip at the start of the payroll week, then following their return to Walt Disney World Resort property, the employee will revert to his/her normal hourly payment schedule as outlined in the Service Trades Council Agreement. Hours worked while on tour will be included in the computation of total hours worked in a Walt Disney World Co. payroll week for overtime eligibility.
  - c. An employee returning from a trip to daily operations shall be subject to turnabout at his/her stated rate as outlined in the Full Time Service Trades Council Agreement.
7. Employees shall be required to maintain an accurate log of all hours worked and should report the hours to management each week.

### **C. HOLIDAY PAY**

Should employees work on a Walt Disney World Co. paid holiday, the employees shall receive an additional eight (8) hours pay at his/her normal stated rate.

### **D. MEAL BREAKS**

1. A minimum time of one-half (½) hour to a maximum of one (1) hour unpaid meal break will be assigned to each employee scheduled to work more than seven (7) hours. For all shifts other than Costuming/Cosmetology shifts that start after noon, such meal break shall be taken as near as practicable to the mid-point of the scheduled shift, but not before four (4) hours nor later than six (6) hours from the beginning of the shift. In any Costuming/Cosmetology shift that starts after noon and where a first meal break is taken, such meal break shall be taken as near as practical to the mid-point of the scheduled shift, but not before two (2) hours, nor later than six (6) hours from the beginning of the shift.
2. If employee covered by the I.A.T.S.E. (excluding Transformational Experiences) has notified the shift manager in advance and does not begin a meal break or receive a French meal beginning with the seventh (7th) hour of work, he/she will be paid a meal penalty for delayed meals as follows,
 

First one-half (½) hour meal delay or fraction thereof	\$5.50
Second one-half (½) hour meal delay or fraction thereof	\$8.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	\$10.50

Employee must notify the shift manager of impending meal penalty a minimum of thirty (30) minutes prior to penalty. Failure to do so eliminates the Company's obligation to pay the prescribed penalty. Daily Ops shifts are excluded from notification requirement unless the Employee worked an additional shift prior to this shift during the workday.

3. If the length of the shift requires a second meal break\*, it must begin between four (4) and six (6) hours after the first meal period, exclusive of meal breaks. Additional meal breaks shall be either a one-half (½) hour unpaid meal break or a French meal.

If an employee does not receive the meal break or French meal as indicated hereinabove, the employee will be paid the meal penalty specified in Article 4(a).

4. French Meals. The Company, in lieu of a meal break, may provide a meal of acceptable quality (agreed to by the Crew Chief) for all personnel, within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the crew time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one-half (½) hour is provided. Food and beverage supplied as a French meal are at the Company's expense.
5. Grace Period. There will be a twelve (12) minute grace period prior to the imposition of any meal penalty. The twelve (12) minute grace period may not be scheduled, but may be used when necessary to complete work in progress. The grace period provision is applicable to Film & Tape operations and Resort/Theme Park dress rehearsals, sound checks, and shows.

#### **E. PAYCHECKS**

Upon the request of an employee, made a minimum of seven (7) days in advance of a scheduled road show/tour, the Company will make every effort to furnish the employee with his/her paycheck and make banking arrangements as necessary.

#### **F. TRAVEL TIME**

1. Time spent in travel which occurs within an employee's normally scheduled shift will be considered as time worked for purposes of computing overtime. EXAMPLE: If an employee travels during his/her normal shift period and continues by working later that same day, any hours in excess of eight (8) will be counted as overtime.
2. Time spent in travel which occurs outside an employee's normally scheduled shift will not be considered as time worked. EXAMPLE: An employee scheduled to travel at the end of a work shift will not be paid for any time in excess of his/her normal straight time hours for time spent in travel. Such time will be considered as hours worked, however, if determined by the Company as "captive", i.e. operators who drive vehicles to a new location.
3. Travel time occurring on an employee's day off or holiday and which corresponds to a normal scheduled shift will be considered as hours worked for the purposes of computing overtime.

#### **G. EMPLOYEE EXPENSES FOR TRAVEL**

1. The Company assumes responsibility for all reasonable expenses incurred in acquiring passports and visas for international tours. The employee should check with entertainment management as to the proper procedure for acquiring the necessary documents.
2. All employees traveling on behalf of the Company are entitled to:
  - a. Transportation round trip (coach)
  - b. Hotel accommodations

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\* A second meal break will be required on a scheduled shift that is fourteen (14) hours or more.



- c. Cash advance to cover business expenses as determined by Walt Disney World Co. Finance as appropriate for the cities included on the tour.
- 3. Employees will be required to submit an expense report within seven (7) days upon termination of the road show/tour.
- 4. A copy of the guidelines as established by Walt Disney World Co. Finance for expense allocation will be provided to each employee when the advance is made.

#### **H. EMPLOYEE'S PERSONAL RESPONSIBILITY**

- 1. The employee is expected to make his/her own arrangements for reaching the point of departure from Orlando for a business trip.
- 2. The employee is expected to provide his/her own personal wardrobe and baggage suitable for a business trip. When traveling on behalf of the Company, the employee will be expected to meet Company Appearance Guidelines with regard to attire and grooming.
- 3. Employees maintain their Group Insurance and Workers' Compensation coverage when traveling on behalf of the Company. The Company does not assume responsibility for personal illness or injury that is not work related. The employee may utilize his/her accrued sick pay to compensate for lost hours due to personal illness. The employee's Record Card will be notated according to the Full Time Service Trades Council Agreement.

#### **I. MANAGEMENT RESPONSIBILITY**

- 1. It is not the intent of the Company to utilize management in any manner detrimental to or in lieu of hourly employees. However, the Company reserves the right to allow management to perform work such as that performed by hourly employees in the following circumstances:
  - a. For emergency purposes.
  - b. In the instruction and training of employees or management.
  - c. Starting up and closing down of operations.
  - d. To protect Company property and/or to ensure the safety of employees

#### **J. INTERPRETATION**

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

#### **K. SEVERABILITY**

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

## TRAVEL RATES

<u>Classifications</u>	<u>DAILY RATES FOR TRIPS OF LESS THAN SEVEN (7) DAYS</u>					<u>WEEKLY RATES FOR TRIPS OF SEVEN (7) DAYS OR MORE</u>				
	<u>Current</u>	<u>Effective 9/30/2018</u>	<u>Effective 9/29/2019</u>	<u>Effective 10/4/2020</u>	<u>Effective 10/3/2021</u>	<u>Current</u>	<u>Effective 9/30/2018</u>	<u>Effective 9/29/2019</u>	<u>Effective 10/4/2020</u>	<u>Effective 10/3/2021</u>
<u>Ent. Tech. 1 Assigned Road Show Crew Chief</u>	<u>\$371</u>	<u>\$376</u>	<u>\$382</u>	<u>\$388</u>	<u>\$393</u>	<u>\$1,673</u>	<u>\$1,698</u>	<u>\$1,723</u>	<u>\$1,749</u>	<u>\$1,775</u>
<u>Entertainment Technician 2</u>	<u>\$317</u>	<u>\$322</u>	<u>\$327</u>	<u>\$332</u>	<u>\$337</u>	<u>\$1,432</u>	<u>\$1,454</u>	<u>\$1,475</u>	<u>\$1,497</u>	<u>\$1,520</u>
<u>Entertainment Technician 3</u>	<u>\$285</u>	<u>\$289</u>	<u>\$294</u>	<u>\$298</u>	<u>\$302</u>	<u>\$1,293</u>	<u>\$1,312</u>	<u>\$1,332</u>	<u>\$1,352</u>	<u>\$1,372</u>
<u>Cosmetologist</u>	<u>\$281</u>	<u>\$285</u>	<u>\$289</u>	<u>\$294</u>	<u>\$298</u>	<u>\$1,272</u>	<u>\$1,291</u>	<u>\$1,310</u>	<u>\$1,330</u>	<u>\$1,350</u>
<u>Costume Specialist, Sr.</u>	<u>\$227</u>	<u>\$231</u>	<u>\$234</u>	<u>\$238</u>	<u>\$241</u>	<u>\$1,019</u>	<u>\$1,034</u>	<u>\$1,050</u>	<u>\$1,066</u>	<u>\$1,081</u>
<u>Costume Specialist</u>	<u>\$222</u>	<u>\$226</u>	<u>\$229</u>	<u>\$232</u>	<u>\$236</u>	<u>\$1,002</u>	<u>\$1,017</u>	<u>\$1,033</u>	<u>\$1,048</u>	<u>\$1,064</u>
<u>Costume H/H</u>	<u>\$216</u>	<u>\$219</u>	<u>\$222</u>	<u>\$226</u>	<u>\$229</u>	<u>\$970</u>	<u>\$984</u>	<u>\$999</u>	<u>\$1,014</u>	<u>\$1,029</u>
<u>Costume Assistant I</u>	<u>\$238</u>	<u>\$241</u>	<u>\$245</u>	<u>\$249</u>	<u>\$252</u>	<u>\$1,067</u>	<u>\$1,083</u>	<u>\$1,099</u>	<u>\$1,116</u>	<u>\$1,133</u>
<u>Costume Assistant II</u>	<u>\$233</u>	<u>\$236</u>	<u>\$240</u>	<u>\$243</u>	<u>\$247</u>	<u>\$1,051</u>	<u>\$1,067</u>	<u>\$1,083</u>	<u>\$1,099</u>	<u>\$1,116</u>
<u>Costume Assistant III</u>	<u>\$222</u>	<u>\$226</u>	<u>\$229</u>	<u>\$232</u>	<u>\$236</u>	<u>\$1,009</u>	<u>\$1,024</u>	<u>\$1,039</u>	<u>\$1,055</u>	<u>\$1,070</u>
<u>First Hand I</u>	<u>\$371</u>	<u>\$376</u>	<u>\$382</u>	<u>\$388</u>	<u>\$393</u>	<u>\$1,673</u>	<u>\$1,698</u>	<u>\$1,723</u>	<u>\$1,749</u>	<u>\$1,775</u>
<u>First Hand II</u>	<u>\$307</u>	<u>\$311</u>	<u>\$316</u>	<u>\$321</u>	<u>\$326</u>	<u>\$1,384</u>	<u>\$1,405</u>	<u>\$1,426</u>	<u>\$1,447</u>	<u>\$1,469</u>
<u>Boutique Hostess &amp; Pirate H/H</u>	<u>\$221</u>	<u>\$224</u>	<u>\$228</u>	<u>\$231</u>	<u>\$235</u>	<u>\$1,003</u>	<u>\$1,018</u>	<u>\$1,034</u>	<u>\$1,049</u>	<u>\$1,065</u>
<u>Costume CAM Specialist 1</u>	<u>\$371</u>	<u>\$376</u>	<u>\$382</u>	<u>\$388</u>	<u>\$393</u>	<u>\$1,673</u>	<u>\$1,698</u>	<u>\$1,723</u>	<u>\$1,749</u>	<u>\$1,775</u>
<u>Costume CAM Specialist 2</u>	<u>\$307</u>	<u>\$311</u>	<u>\$316</u>	<u>\$321</u>	<u>\$326</u>	<u>\$1,384</u>	<u>\$1,405</u>	<u>\$1,426</u>	<u>\$1,447</u>	<u>\$1,469</u>

## **TEMPORARY EMPLOYEE REFERRAL PROGRAM FOR HOURLY (NON-EXEMPT) REFERRALS BY I.A.T.S.E.**

### **ARTICLE 1. PREAMBLE**

This Addendum is entered into by and between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada ("I.A.T.S.E."), Local 631, on behalf of the Service Trades Council Union (collectively referred to as the "Union"), on the one hand, and Walt Disney Parks and Resorts U.S. (the "Company"), on the other hand, as a supplement to the collective bargaining agreement between the Service Trades Council Union and Walt Disney World Co. dated September 24, 2017 (the "Agreement"). Only those provisions specifically set forth below shall have application to employees working under this Addendum.

### **ARTICLE 2. SCOPE**

The terms and conditions of this Addendum shall only be applicable when the Company requests and accepts a temporary employee referred by Local 631 to supplement the existing workforce in the Convention and Entertainment Technical areas.

### **ARTICLE 3. REFERRAL PROCEDURE**

The Company shall follow the employment procedure set forth below, employing casual employees in the classifications listed in Article 6.

- A. I.A.T.S.E. Local 631 agrees to maintain an updated list of persons who are able to demonstrate their qualifications and are available to work as casual employees in the classifications listed in Article 6. Said list shall be maintained on a non-discriminatory basis without regard to race, sex, national origin, ancestry, religion, disability or sexual orientation, as provided in federal and state legislation and shall not be based on, or affected in any way by, Union membership, by laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership.
- B. When the Company needs casual employees in the classifications listed in Article 6 to supplement its regular work force, it shall, prior to hiring from any other source, request that Local 631 provide it with the names, telephone numbers and addresses of persons on the availability list who are qualified for the job in question. The Company agrees to employ a person from said availability list rather than from any other source, provided that the Company determines, in its sole discretion, that one of the persons on the list is qualified for the job. The Company agrees to exercise its discretion in good faith. If the Company determines that none of the available persons on the list are qualified for the job, it may hire from any other source. The Company's determination as to an individual's qualification shall not be subject to the grievance and arbitration procedure.
- C. Any person who has been discharged for cause by the Company shall be removed from the availability list for a period of at least one (1) year. Any person found by the Company to be unqualified for a position for which he/she is listed shall be removed from the list for that classification until such time as the Union is able to demonstrate that competency has been obtained.
- D. The Company shall refer interested applicants to the Union for referral under this procedure.
- E. The Company shall have the right to "call by name."
- F. Existing Casual Regular employees of the Company are "grandfathered" and accordingly, exempted from this procedure.
- G. The Company may hire casual employees in any job classification should the Union be unable to refer qualified employees as provided in section (b) above.

- H. A Stagehand that works as a TERP for a minimum of three (3) years or 2000 hours shall be referred at the Stagehand 1 rate.
- I. The above procedure may also be used, on a non-exclusive basis, to refer Wardrobe Referrals to Creative Costuming. Such use shall not restrict or limit in any way the Company's ability to use Casual employees or employees on a cross-u basis in Creative Costuming.

**ARTICLE 4. HOURS OF WORK**

**Section 1. Payroll Week**

A payroll week is defined in Article 10, Section 1 of the main body of the STCU Collective Bargaining Agreement.

**Section 2. Payroll Day**

A payroll day is a period of twenty four (24) hours starting at 12:00 a.m. (midnight) and ending at 11:59 p.m. on the same day.

**Section 3. Workday**

A scheduled workday shall normally consist of either eight (8) or ten (10) consecutive hours based on the normal shift length in use at the location for which a TERP is requested, unless a minimum of four (4) but less than eight (8) hours is specified at time of call.

**Section 4. Meal Breaks**

- A. A minimum time of one-half (½) hour to a maximum of one (1) hour unpaid meal break will be assigned to each employee scheduled to work more than seven (7) hours. For all shifts other than Wardrobe TERP shifts, that start after noon, such meal break shall be taken as near as practicable to the mid-point of the scheduled shift, but not before four (4) hours nor later than six (6) hours from the beginning of the shift. In any Wardrobe TERP shift, that starts after noon and where a first meal break is taken, such meal break shall be taken as near as practical to the mid-point of the scheduled shift, but not before two (2) hours, nor later than six (6) hours from the beginning of the shift. If employee has notified the shift manager in advance and does not begin a meal break or receive a French meal beginning with the seventh (7th) hour of work, he/she will be paid a meal penalty for delayed meals as follows,

First one-half (½) hour meal delay or fraction thereof	\$5.50
Second one-half (½) hour meal delay or fraction thereof	\$8.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	\$10.50

Employee must notify the shift manager of impending meal penalty a minimum of thirty (30) minutes prior to penalty. Failure to do so eliminates the Company's obligation to pay the prescribed penalty. Daily Ops shifts are excluded from notification requirement unless the Employee worked an additional shift prior to this shift during the workday.

- B. If the length of the shift requires a second meal break\*, it must begin between four (4) and six (6) hours after the end of the first meal period. Additional meal breaks shall be either a one-half (½) hour unpaid meal break or a French meal. In no case will a second meal break be required prior to the completion of the eleventh (11th) consecutive hour of work for employees on a ten (10) hour shift, exclusive of meal breaks.

\* A second meal break will be required on a scheduled shift that is fourteen (14) hours or more.

If an employee does not receive the meal break or French meal as indicated hereinabove, the employee will be paid the meal penalty specified in Section 4(a).

- C. French Meals. The Company, in lieu of a meal break, may provide a meal of acceptable quality (agreed to by the Crew Chief) for all personnel, within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the crew time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one-half (½) hour is provided. Food and beverage supplied as a French meal are at the Company's expense.
- D. Grace Period. There will be a twelve (12) minute grace period prior to the imposition of any meal penalty. The twelve (12) minute grace period may not be scheduled, but may be used when necessary to complete work in progress. The grace period provision is applicable to Film & Tape operations and Resort/Theme Park dress rehearsals, sound checks, and shows.

#### **Section 5. Rest Period**

Each employee will be allowed a fifteen (15) minute rest period for each four (4) hours of work. Employees who work ten (10) or more hours will receive an additional fifteen (15) minute rest period. The Company may schedule the rest period in accordance with its needs. Rest periods will be provided as nearly as possible to the middle of each half of an eight (8) hour shift or near the middle of short four (4) or six (6) hour shifts unless otherwise agreed to by the parties. An additional fifteen (15) minute rest period will be guaranteed to an employee who works at least four (4) consecutive hours beyond the end of **her/his** regularly scheduled shifts. When the Company fails to provide a break(s), the employee will receive an additional fifteen (15) minutes pay at the appropriate rate for each missed break, or be released from shift fifteen (15) minutes early for each missed break.

#### **Section 6. Call Cancellation/Report Pay**

- A. Calls not canceled by 12:00 noon of the day prior to the call shall be compensated with four (4) hours pay.
- B. Employees who report for work and are put to work will be paid their full shift if they are sent home before the end of their regular shift.
- C. No report pay will be due an employee if work is not available for him/her, due to conditions beyond the control of the Company, such as fire, flood, hurricane, or other Act of God, civil disturbances, picketing and threats of harm.
- D. The provisions of this Section apply to all scheduled shifts, including overtime with the exception of shift extensions which will be paid at actual hours worked.

#### **Section 7. Turnabout Procedure**

- A. Employees returning from a straight time shift with less than eight (8) hours time off from the end of the previous shift will be paid overtime commencing with the ninth (9th) cumulative hour.
- B. An employee will return at the applicable overtime rate when returning from an overtime shift with less than eight (8) hours time off from the end of the previous shift.
- C. The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative hour when an employee has worked more than fourteen (14) consecutive hours.
- D. If an employee is released from work with less than eight (8) hours until the beginning of the next shift, but remains on call, a sleeping room will be provided and the non work period will be paid at the applicable rate.
- E. When there are two (2) hours or less between two shifts, the time between shifts will be treated as continuous time and will be paid at the applicable rate.

- F. Hours worked during an employee's regularly scheduled shift, regardless of the rate of pay received, shall be used for the computation of overtime for hours worked in excess of forty (40) in a payroll week as provided in Article 11, Section 4 (c) of the Service Trades Council Union Agreement.
- G. If an employee is released from work with eight (8) or more hours until the beginning of the next shift, the provisions of this Section will not apply.

#### **Section 8. Holiday Pay When Worked**

TERPS are not eligible for holiday pay, but will be paid time and one-half for all hours worked on the following days:

- A. New Year's Eve
- B. Fourth of July
- C. Thanksgiving
- D. Christmas Day

#### **ARTICLE 5. OVERTIME**

The Company may require overtime and in its sole discretion may determine when and by whom such overtime will be worked.

#### **Section 1. Time and One-Half**

- A. Over eight (8) or ten (10) consecutive hours, depending on the call. The Company shall pay time and one half (1½) for all consecutive hours worked in excess of eight (8) or ten (10), beginning at the start of any regularly scheduled shift. In a location where the normal shift length in use is ten (10) hours, a TERP called for that location will be paid overtime based on an eight (8) hour shift if called for a stand-alone shift. A "stand-alone shift" is any shift accepted by a TERP with less than 24 hours until the start of the shift. Shifts accepted with more than twenty-four (24) hours before the start of the shift will not be considered stand-alone and will be paid at the applicable eight (8) or ten (10) hour straight time shift.
- B. Over forty hours (40) in payroll week. Employees shall be paid one and one half (1½) times their regular straight time hourly rate for all hours worked in excess of forty (40) hours in any one (1) payroll week.

#### **Section 2. Double Time**

- A. The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative hour when an employee has worked more than fourteen (14) consecutive hours.
- B. Employees, who are required to work seven (7) consecutive days in the work week, will be paid at the rate of double time their regular straight-time rate for the seventh (7th) day. When an employee voluntarily pursues an additional shift outside his/her own department, this double time provision does not apply.

#### **ARTICLE 6. WAGE RATES**

Classification	Current Rate	Effective 90 days after Ratification	Effective 180 days after Ratification	Effective 9/29/2019	Effective 10/4/2020	Effective 10/3/2021
Crew Chief	\$1.50 (above base rate)	N/C	N/C	N/C	N/C	N/C
Stagehand 1	\$19.35	\$20.10	\$20.85	\$21.35	\$21.85	\$22.35
Stagehand 2	\$16.10	\$16.85	\$17.60	\$18.10	\$18.60	\$19.10
Wardrobe Referral	\$14.07	\$14.82	\$15.57	\$16.07	\$16.57	\$17.07

A Crew Chief is not required on any call in which referrals are working under the direction of a Technician 1. On a call of six (6) or more stagehands, a Crew Chief will be required except when working under the direction of an Entertainment Technician 1, however, the Company may, in its sole discretion, assign a Crew Chief on any call.

Benefits	Rate	9/29/2019	10/04/2020	10/03/2021
H & W	\$3.50	\$3.75	\$4.00	\$4.25
Annuity	\$2.00	\$2.25	\$2.50	\$2.75

The obligation to make contributions pursuant to this Section shall be conditioned upon the continued deductibility by the Company of all contributions made to said plans under the Internal Revenue Code and under any regulations or rulings promulgated there under. The Union warrants that the applicable I.A.T.S.E. Benefit Fund has been approved as a qualified plan by the Internal Revenue Service and that said plan is a defined contribution plan. The Union further warrants that the applicable I.A.T.S.E. Benefit Fund is maintained pursuant to and in accordance with ERISA and Section 302 of the Labor Management Relations Act of 1947, as amended, and is governed by a board of trustees, half of whom are selected by Union parties and half of whom are selected by the employers contributing to said fund.

The Union will notify the Company no later than October 1st of each year of any changes to the division of contributions between the Health & Welfare and Annuity Funds.

#### **ARTICLE 7. SHIFT DIFFERENTIAL**

If an employee is scheduled to commence work at or after 10:00 p.m. and on or before 4:00 a.m., or more than fifty percent (50%) of their work shift is between midnight and 6:00 a.m., he/she will be paid a differential of sixty cents (\$.60) per hour in addition to his/her straight time rate for his/her scheduled work day.

#### **ARTICLE 8. RIGGING PREMIUM**

The rigging premium of three dollars (\$3.00) per hour, paid in one (1) hour increments, shall be paid to the TERP employees installing, dismantling and/or operating the rigging for the actual time worked on the rigging systems. In the event that a Stagehand 2 is required to perform rigging duties that meet the criteria for the rigging premium, the TERP employee will be paid the Stagehand 1 rate in addition to the rigging premium. A TERP employee assisting a rigging job but not responsible for the rigging (i.e., carrying equipment, etc.) shall not be eligible for the rigging premium. The rigging premium will increase to \$3.50 per hour on 9/29/2019, \$4.00 per hour on 10/4/2020, and \$4.50 per hour on 10/3/2021. At no time will the employee's statused rate plus this rigging premium exceed the max rate of full time Entertainment Tech Rigger.

The following are considered compensable rigging functions:

- A. Establishing pick-up points at designated sites in a structure or at a show location that is not equipped with existing apparatus
- B. Using rigging motors or other overhead lifting devices (i.e., block and tackle, Thomas-type truss systems) to lift truss, lighting, audio, scenic or video equipment to established pick-up points, except on the soundstage winch system
- C. Rigging or installing roll drops, such as Pioneer Hall, or traveler tracks, except on the soundstages unless rigged to steel

- D. Providing rigging guidance to an outside production company, except on the soundstages
- E. Rigging design work
- F. Walking a truss
- G. Rappelling
- H. Tying together three (3) or more Genie-style towers
- I. Installing and/or operating a fly system for the purpose of flying talent

Technicians will not be entitled to the above premium when performing the following functions:

- A. Simple assembly of truss
- B. Hanging of pipe, drape or signs (banners)
- C. Hanging single lighting instruments; running electrical cables
- D. Hanging pyro apparatus
- E. Focusing instruments on a suspended truss
- F. Operating lifts
- G. Running spotlights on scaffolding
- H. Operating a pendant or control panel to raise, lower or control existing lifting system

All determinations regarding the selection for training, eligibility for rigging premium, and selection for rigging assignment rest solely with management.

## **ARTICLE 9. PYRO PREMIUM**

### **A. Definition**

TERP employees specifically scheduled into pre-determined positions involving the handling of 1.3g and/or 1.4g pyrotechnic products will be paid a one dollar (\$1.00) per hour premium. The pyrotechnic premium will increase to \$1.50 per hour on 9/29/2019, \$2.00 per hour on 10/4/2020, and \$2.50 per hour on 10/3/2021. This premium will be applied to all designated qualifying shifts in daily operations, conventions and special events.

### **B. Qualifying Shifts**

For the purposes of this premium, a qualifying shift is one in which the majority of the duties performed during the shift involve the handling of pyrotechnic product. The list of qualifying shifts will be pre-determined based on the definition above. Qualifying shifts for conventions and special events will be determined on a case-by-case basis at the sole discretion of Management.

### **C. Eligibility**

To be eligible for the pyrotechnic shift premium, the TERP employee must work a designated qualifying shift. The handling of pyrotechnic product in itself does not constitute eligibility for this premium, however the Company will pay the pyrotechnic premium to Technicians while delivering pyrotechnics to rooftops.



The Company will designate the TERP employees that will be given the option to receive the pyro certification.

Upon designation by the Company, the TERP will receive an overview presented by Leadership with a Shop Steward present where the following topics will be reviewed:

1. Pyrotechnic Shift Premium Language
2. Mandatory background check
3. Option to shadow Pyrotechnics Crew at either Reflections of Earth (ROE) or Wishes, in order for TERP employee to have full understanding of the responsibilities associated with a pyro position
4. Option to opt out of pyrotechnics certification without penalty
5. Requirement that TERP employee must follow all safety precautions and use necessary safety devices while operating any Company equipment

The option for a TERP employee to opt out of the Pyrotechnics training is only valid until the beginning of the Pyrotechnics training class. Once the TERP employee has started the training, the TERP employee will be subject to the same terms and conditions that apply to Full Time employees.

#### **D. Acknowledgment**

Once the overview is completed, the TERP employee will be required to sign an acknowledgment of the following:

1. The overview has been completed
2. Offered opportunity to shadow Pyrotechnics crew at either ROE or Wishes
3. Understanding of the opt out option
4. Understanding of the requirement to follow all safety precautions and use necessary safety devices while operating any Company equipment
5. The TERP employee has decided to either:
  - a. move forward with the Pyrotechnics training, or
  - b. opt out of the Pyrotechnics training

A Full Time Entertainment Technician who is returning to the Company as a TERP employee will be required to follow the process outlined above.

#### **ARTICLE 10. TRAINING PREMIUM**

TERPs who are approved as trainers will be eligible to perform as trainers in the absence of any approved Full Time employees and will receive the Training Premium as outlined in the Main Body Agreement.

#### **ARTICLE 11. GRIEVANCE PROCEDURE**

The current STCU grievance procedure will be followed.

#### **ARTICLE 12. PERSONAL APPEARANCE**

It is recognized that the Company may make and enforce rules related to grooming and personal appearance.

#### **ARTICLE 13. INTERPRETATION**

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

#### **ARTICLE 14. SEVERABILITY**

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

#### **ARTICLE 15. ACCOUNTABILITY**

I.A.T.S.E. Local 631 will hold TERP employees accountable with regard to its Referral Hall Procedures and Work Rules. The Company and Union agree to discuss situations which arise that are not covered within the Work Rules (e.g. shift confirmation, attendance, job performance, appearance, clocking standards, etc.) to determine the best course of action.

