

AGREEMENT

WAGE SCALE AND WORKING CONDITIONS

Between

**DISNEYLAND RESORT
DIVISION OF
WALT DISNEY PARKS.& RESORTS, U.S., INC**

and

WORKERS UNITED LOCAL 50

527 SOUTH HARBOR BOULEVARD
ANAHEIM, CALIFORNIA
714.502.0220

**FOUR (4) YEAR AGREEMENT
SEPTEMBER 1, 2019 – AUGUST 31, 2023**

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**FOUR (4) YEAR AGREEMENT
SEPTEMBER 1, 2019 – AUGUST 31, 2023
FOUR (4) YEAR AGREEMENT**

between

DISNEYLAND RESORT
Division of Walt Disney Parks and Resorts, U.S.,

Inc. and

Workers United Local 50

THIS AGREEMENT entered into by and between the undersigned Employer and **Workers United** Local 50, is effective **September 1, 2019**, and becomes a part of and attached to the current collective bargaining agreement between the Employer and the Union, dated November 1, 1959, as amended and extended.

This Agreement shall remain in full force and effect from the effective date until August 31, **2023**, and from year to year thereafter, subject to the right of either party to terminate the same on, August 31, **2023**, or on any anniversary of August 31, following, August 31, **2023**, upon the giving of written notice of termination, not later than sixty (60) days next preceding the effective date of such termination. Except by mutual agreement, negotiations on any such proposed amendments or revisions shall commence no earlier than July 1, **2023**, or no earlier than July 1, of any subsequent year, provided such written notice has been instituted in accordance with this paragraph.

WITNESSETH

WHEREAS, **Workers United** Local 50, is authorized to represent all of its said affiliates and all members in the classifications hereinafter dealt with.

THEREFORE, the Employer and the Union shall operate their labor relations in accordance with the true intent and meaning of this contract.

SECTION 1 RECOGNITION

In consideration of the covenants set forth herein, the Employer agrees to employ and the Union agrees that their members will work according to the terms and conditions of this Agreement during the term thereof.

The Employer recognizes the **Workers United** Local 50, as the sole bargaining agent for its employees under the jurisdiction of the union at its establishment at the Disneyland Resort, Anaheim, California.

SECTION 2 UNION SECURITY; PAYROLL DUES DEDUCTION; CHECKOFF &
BULLETIN BOARDS

A. Union Security

In Section 35 there are listed classifications of employees and, under the conditions as set forth herein, the Employer agrees to maintain in employment in such classifications only persons who are members in good standing with the Union. All such employees, as a condition of continued employment, shall become members of the Union within thirty-one (31) days from the date of their employment or the date of this Agreement, whichever is later, and thereafter shall remain members in good standing with the respective Union of which they may be members. For the purposes of determining membership in good standing, it is agreed that this shall be interpreted to mean payment of work fees, initiation fees and regular monthly dues.

B. Dues Checkoff

The Employer agrees to withhold weekly the dues and initiation fees of the Union for each employee who signs a written authorization for such deduction. The money so withheld will be paid over promptly to the Union's financial officer certified to the Employer in writing. Such assignment authorizing such deductions shall be irrevocable for one year following the date upon which it is signed; provided, however, if the employee does not revoke the authorization at that time, it shall be considered automatically renewed for an additional one-year period.

Until such an assignment is revoked, the Employer will remit to the Union the amounts deducted pursuant to such assignment not less than once a month with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction

The Union will give the Employer a written statement no later than January 31st each year, identifying the amount of dues or initiation fees to be withheld and agree that the Employer will suffer no loss because of any withholding from employees' pay pursuant to this Section. The Company will implement such changes within ninety (90) days of receipt of written notice.

In the event this agreement expires, and no extension is agreed upon, the Company's obligations under Section 2 are suspended. 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 dues collection was suspended.

C. Bulletin Boards

The Employer shall provide sixteen (16) bulletin boards for the posting of official Union notices. The size of the bulletin boards will be no larger than 3' high by 4'

wide. This board shall be used for the display of the following notices: Union meetings, Union appointments, Union elections, Union information notices, and official Union social affairs and any Employer-issued information. The Union agrees not to post material of a derogatory nature regarding the Employer or its personnel. It is agreed that no Union matter of any kind shall be posted in and about the premises of Disneyland Resort except on said boards.

SECTION 3 WORK STOPPAGES & LOCKOUTS

A. No Strike - No Lockout

During the existence of this Agreement, there shall be no strikes, picketing, work stoppages or disruptive activity of any kind that interferes with the normal operations of the Disneyland Resort or any other Disney property, by the Union or by an employee, and there shall be no lockout by the Employer.

B. Failure to Cross Picket Line - Violation of Agreement

Failure of any employee covered by this Agreement to cross any picket line established at the Disneyland Resort is a violation of this Agreement.

C. Union's Responsibility to Prevent Work Stoppage, Strike or Disruptive Activity

The Union shall not sanction, aid or abet, encourage, direct, authorize, participate in, threaten or condone a work stoppage, strike or disruptive activity at the Disneyland Resort and shall undertake all possible steps to prevent or to terminate any strike, work stoppage, or disruptive activity. In the event that any work stoppage, strike or disruptive activity occurs, the Union shall publicly declare that such action is unauthorized and shall deliver to each of its members a notice to return to work. No employee shall engage in activities that violate this Section. Any employee who participates in or encourages any activities which interfere with the normal operation of the Disneyland Resort or at any other Disney property 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 Employer to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the Employer's right to discipline all employees for any other cause be in any way affected by this paragraph C.

D. Disputes With Concessionaires

Disputes between the Union parties hereto and any concessionaire operating in the Disneyland Resort shall be so handled as not to interfere with the Employer's business or the business of any other concessionaire not a party to such disputes. No picketing or concerted action against any one or more of the concessionaires will be conducted at Disneyland or near or around the entrance or exits of the

Disneyland Resort or at any other Disney property. "Concessionaire" as used herein includes a concessionaire and also a licensee, lessee, contractor, or subcontractor. In the event any other organization pickets at or near the Disneyland Resort, the Unions signatory hereto agree to use their best efforts to see that such picket line does not affect the operations of the Employer or concessionaires who are not involved in the dispute.

E. No Handbilling or Other Distribution of Materials to Guests

The Union and/or any person they may hire or be responsible for, including any employee covered by this Agreement or any affiliation with a third person or organization hired by or volunteering for the Union in any capacity, shall not at any time distribute or display handbills, banners, posters, signs, or other printed or electronic materials to Guests or visitors at the Disneyland Resort or any other Disney property.

SECTION 4 MANAGEMENT'S RIGHTS

The operation of the business, including **but not limited to: create, add, amend, alter, terminate and/or rescind any or all employee privileges and perquisites (including, but not limited to; employee discounts, complimentary admission, Main Entrance Passes, recognition awards, celebrations, etc.); to determine qualifications, to establish and change work schedules and assignments; to lay off, or otherwise release employees from duty for lack of work;** the **selection and** direction of employees and determining the number of classifications and employees required, in addition to instituting technological changes; **and otherwise to take such measures as Management may reasonably determine to be necessary to the orderly, efficient and economical operation of the business,** shall be the sole function of the Employer but shall not be used so as to defeat any provision of this Agreement.

Except as is provided in Section 2 – Union Security of this Agreement, the Employer has the right to establish standards of employment; **regulate the methods, quantity and quality of work;** and to hire, **discipline,** discharge or suspend an employee for any just cause which it deems sufficient, **to determine the product, price, method of operation and supervision of the workforce; to determine hours of operation and appropriate equipment and supplies required; to establish, modify and enforce policies and rules, including standards of conduct and personal appearance; and to alter, relocate, suspend and/or discontinue conduct of business or operations in whole or part** but shall not exercise this right so as to defeat any provision of this Agreement.

Furthermore, no employee shall be discharged or discriminated against because of Union membership or proper activity on behalf of the Union.

SECTION 5 GRIEVANCE & ARBITRATION PROCEDURES

Step 1. Immediate Supervisor

- A. Any employee who believes he or she has a specific justifiable request or grievance in regard to wages, hours, conditions of employment or interpretation of this Agreement, shall discuss the same with his or her immediate Supervisor with, or without, a Union Representative being present, as the employee may elect in an attempt to settle the issue. If an employee discusses an issue with his or her Supervisor without a Union Representative being present, and a satisfactory solution is not reached, the employee may request the Union Representative's presence to assist in resolving the issue. Any solution or settlement shall be consistent with the terms and provisions of this Agreement. Any issue not raised within fifteen (15) working days after its occurrence, shall be deemed waived or abandoned. If the issue is not settled within three (3) working days after its presentation to the Supervisor, the employee or the Union Representative may proceed to Step 2 of the Grievance Procedure.
- B. In the case of suspension or discharge, either party may unilaterally waive Steps 1 and/or 2 and proceed directly to the next appropriate Step.
- C. Should the Employer feel that there is a justifiable complaint against the Union or its members, the matter shall be taken up with the Union Representative. If a satisfactory settlement is not reached, the Employer may proceed in an attempt to settle the matter in the same manner as outlined herein for the adjustment of an employee grievance.

Step 2. Division Head

Any grievance not settled pursuant to Step 1 must be presented to the employee's Division Head within five (5) working days from the date of the Supervisor's decision under Step 1. The Division Head or his or her designated representative and the Union Representative shall meet within three (3) working days after invocation of Step 2 in an attempt to settle the grievance. If a satisfactory solution is not arrived at within two (2) working days after the parties have met, Step 3 of the Grievance Procedure may be invoked, within seven (7) working days.

Step 3. Labor Relations

Upon invocation of Step 3, any grievance not resolved under Step 2 shall be reduced to writing, setting forth each Section of the Agreement alleged to have been violated, specific date(s), identification of each employee involved, and the specific location of the event(s), if applicable, and any other information or evidence that may be necessary to establish a full understanding of the immediate grievance if available. The grievance shall be presented to the Labor Relations office. The Labor Relations Representative and the Union Business

Representative shall meet within five (5) working days to attempt to settle the grievance. The answer to a grievance shall be reduced to writing and forwarded to the grievant's Representative within five (5) working days after the parties have met. If a satisfactory solution was not reached at Step 3, then Step 4 may be invoked within seven (7) working days following receipt of the unsatisfactory written Employer or Union response, by notifying the Employer's Labor Relations Representative or the appropriate Union Representative in writing.

Step 4. Arbitration

- A. Should the parties fail to reach agreement under Step 3, the Union and the Employer shall meet within five (5) working days after a timely demand for Step 4 has been invoked to select a mutually-agreed-upon Arbitrator from the permanent, jointly-selected panel (**John LaRocco, Jan Stiglitz, Fred Horowitz, Jonathon Monat, Doug Collins, Sara Adler, and Lou Zigman**) of **seven (7)** to hear and determine the specific grievance. The selected Arbitrator shall expeditiously meet to consider the grievance in accordance with the provision of Step 4.
- B. In the event an Arbitrator cannot be mutually agreed upon within five (5) working days after the written demand for arbitration has been served, the parties shall alternately strike from the panel until an arbitrator is selected, with the party striking first to be determined by chance. The Arbitrator selected shall be the sole Arbitrator to hear and determine the matter.
- C. The selected Arbitrator shall expeditiously meet to consider and decide the grievance and shall render a decision immediately after hearing and considering all evidence presented. The Arbitrator may, upon request and mutual agreement of both parties to the dispute, receive additional time to deliberate on the matters presented, but in no case shall the decision be delayed beyond forty-eight (48) hours following the close of the hearing, unless either party requests the filing of post-hearing briefs, in which case said briefs shall be submitted to the Arbitrator within thirty (30) days from the close of the hearing. The Arbitrator shall have thirty (30) days from receipt of the post-hearing briefs to notify the parties in writing as to the final decision. The decision of the Arbitrator shall be reduced to writing and signed by the Arbitrator. The decision of the Arbitrator shall be final and binding on the Employer, Union and aggrieved Employee.
- D. Any expense incurred when witnesses are used, other than employees who are on duty, shall be borne by the party requesting the witnesses to appear. For the purposes of this Section, time spent as a witness shall not be construed as working time under the provisions of this Agreement. The Employer shall not unreasonably deny requests for witnesses to have time off to appear at the hearing.

- E. The Arbitrator shall have no authority to modify, add to, or take away any of the terms of this Agreement. Jurisdictional disputes shall not be subject to the Grievance and Arbitration Procedures set forth. It is agreed that any grievances, except as provided herein, involving the interpretation or application of this Agreement, or any supplements or amendments thereto, will be subject to arbitration.
- F. All expenses and fees of the Arbitrator shall be borne by the party against whom the Arbitrator makes a decision. Expenses and fees associated with the use of a Court Reporter, if used, shall be borne by the Party requesting such services, unless otherwise mutually agreed to by the Parties.

General Provisions

- A. Any grievance shall be deemed to be waived or abandoned unless all the steps and time limits are properly invoked within the periods specified unless otherwise mutually agreed upon by the Parties.
- B.
 - 1. Disciplinary action concerning employee misconduct with respect to safety, courtesy and discipline involving harassment or discrimination shall not be considered as a basis for further disciplinary action after twenty-four (24) months from the date of issue. The use of disciplinary action as a basis for further discipline in all other matters shall be limited to twelve (12) months from the date of issue.
 - 2. Once the Employer has an opportunity to become aware of an occurrence, discipline will be presented and discussed within twenty-one (21) calendar days, based on employee availability. The Employer reserves the right to extend an investigation when necessary, due to extenuating circumstances, and/or employee availability.**
 - 3. If the employee is so notified in writing they shall be required to sign such notice, but such signing shall in no way constitute agreement with the contents of such notice. One copy of the warning notice will be presented to the employee at the time of discipline and one copy sent to the Union as soon as practical in electronic form only. Failure to provide a copy to either the employee or the Union shall not negate the validity of the discipline.
 - 4. The time limits set forth in paragraph B1 above, do not preclude an arbitrator, at his or her discretion, from considering an employee's entire work record in arbitrations for purposes of mitigation or lack thereof.
- C. Recording Devices: The Parties agree that no recording devices of any kind shall be permitted to be utilized during Steps 1, 2, or 3 of the grievance procedure and shall only be utilized during Step 4 by mutual agreement of both Parties. This does not include the use of court reporters as outlined in Step 4 above.

SECTION 6 NONDISCRIMINATION

- A. There shall be no discrimination against any employee on account of membership in or activity on behalf of the Union, provided such activities do not interfere with the regular duties of the employee.

- B. It is agreed by both parties hereto that, for the purpose of carrying out and enforcing the terms of this Agreement, the authorized Business Agent of the Union as outlined in this Subsection, designated in writing to the Employer via notification to the Labor Relations office, shall have the right of visiting and entering the establishment of the Employer at reasonable hours that will not conflict with peak load hours of the establishment. Such authorized Business Agents, who shall not be more than five (5) in number, will comply with the security regulations of the Employer, and will not interrupt the performance of employee work assignments or the operation.

- C.
 - 1. The Employer and the Union agree there shall be no discrimination against any employee or prospective employee due to race, color, religious creed, sex, sexual orientation, gender identity, age, marital status, family, medical, or pregnancy disability leave, ancestry, disability (mental and physical) or national origin as provided in Federal/State legislation, the Employer's Standard of Business Conduct (Section I, Ethics Standards), and the Employer's Employee Policy Manual (Harassment).

 - 2. Whenever in this Agreement the masculine pronoun is used, it shall be deemed to include the feminine.

 - 3. The Employer and Union shall not discriminate against any employee or applicant for employment and agree to observe all applicable State and Federal Laws pertaining to discrimination.

- D. Both the Employer and the Union recognize their mutual obligation to comply and foster compliance with the Americans With Disabilities Act Amendments Act (ADAAA). Nothing in this Agreement shall be construed as inconsistent with, or as requiring Employer to act in any way inconsistent with such Act.

- E. The Employer will provide a Union Representative the opportunity to be present at new employee orientations for bargaining unit employees for the purpose of distribution of Union literature which shall be reviewed by the Employer prior to distribution. A Union Representative present at new employee orientation will be given the opportunity following orientation to respond to questions by new employees regarding Union membership. Union Representatives present at new employee orientation shall not be on paid Employer time.

SECTION 7 DISCHARGES

- A. Any employee who is to be discharged must be so notified at the end of his shift. If this is not done and he reports to work the next day and is not placed at work, he shall receive a full day's pay for so reporting.

- B. The Employer will establish a process to provide a written notice of termination, stating the reason for termination, to Regular employees who have passed their probationary period and are involuntarily terminated by the Employer. This written notice of termination will be given to the employee at the time of termination. This process will apply only to employees who are terminated in person by the Employer and not to employees who are terminated by other means, such as by telephone, letter, fax, etc., or for employees who fail to show up for a termination meeting with management. An electronic copy only of the notice of termination referenced above will be sent to the Union within two (2) weeks after the notice has been issued to the employee. The failure of the Employer to either provide the written notice of termination to the employee or to send the electronic copy of the notice to the Union shall not be a basis for the discharge to be set aside under the provisions of this agreement.

The Employee may be required to sign such termination notice, but such signing shall in no way constitute agreement with the content of such notice.

- C. The Union shall not be obliged to notify any member of discharge or change of shift; this must be done by the Employer.

SECTION 8 IMMIGRATION

- A. The Employer and the Union have a mutual interest in retaining trained employees. To this end, if the employment of a non-probationary Regular employee is terminated solely because of the employee's loss of United States employment eligibility, such termination shall not in and of itself bar reinstatement of such employee's employment status provided that, within one hundred eighty (180) days of such termination, such employee presents to the Employer acceptable evidence of current United States employment eligibility. Any such reinstatement shall include restoration of the seniority status accrued by such employee as of the date of termination; under no circumstances will seniority and benefits accrue or be deemed to have accrued during the period of termination.

- B. For placement purposes, any employee whose employment status is reinstated under this provision will be placed in any classification, status or unit as would have occurred if the employee had been continually employed, less all seniority time which would otherwise have accrued during the period of termination; under

no circumstance shall such employee have rights greater than he would have had if his employment had not been interrupted.

- C. An employee may request written confirmation of the contents of this provision in a letter. The letter shall include Union information to assist the Employee. Notwithstanding the foregoing, failure by the Employer to provide such a letter shall not, under any circumstance, be a basis to rescind the termination of any individual's employment or require the Employer to reinstate any individual's employment status.

SECTION 9 PAY DAY/PAYWEEK

- A. Employees shall be paid weekly, every two (2) weeks, or twice a month and their pay will not be delayed more than six (6) days from the end of each payroll period.
- B. The Employer and the Union agree to mutually resolve any problems growing out of the distribution of an employee's paycheck.
- C. The Employer will continue to provide a breakdown of the payment of an employee's paycheck.
- D. Any payroll discrepancies shall be addressed as soon as practical and if denied, the employee will be provided a written response, as to the reason that his payroll discrepancy has been denied.
- E. The payroll week may be changed by the Employer upon the giving of two (2) weeks notice to the Union.

SECTION 10 REPORT PAY

I. Regular Report Pay

- A. Subject to paragraph 4 below, employees who report for work and who are not given prior notice not to report and who are not put to work will be given the greater of two (2) hours or half their scheduled straight time shift, not to exceed four (4) hours of pay. Employees who report for 4/10 shift and who are not given prior notice not to report and who are not put to work will be given up to half their scheduled straight time shift, not to exceed five (5) hours of pay. Each employee shall keep the Employer informed of his or her current address and phone number
- B. Employees who report for work and are put to work will be given four (4) hours work or pay.

- C. Employees who report for work and are put to work and who work in excess of four (4) hours will be permitted to complete their regular scheduled shift for that day.
- D. It shall be the obligation of each employee to verify his or her scheduled shift prior to reporting when it is raining or threatening rain. Employees who call to verify their scheduled shift prior to reporting to work when it is raining or threatening rain, and are told by management to report to work, will be given four (4) hours of pay if not put to work.

II. Call-Back Pay

- A. Call-back pay shall apply to that period of time starting after an employee leaves the Park following completion of his or her regular shift, to a time which is four (4) hours or more prior to the beginning of his or her regularly scheduled shift the next following day.
- B. An employee who, during such period of time, is called back to work, but is not put to work, shall be paid, as a minimum, wages equal to four (4) hours at his or her regular straight time hourly rate. For all hours actually worked, the employee shall be paid at one and one-half (1 ½ x) times his or her regular straight time hourly rate; if less than two (2) hours are worked, the employee shall nevertheless receive a minimum of two (2) hours at time and one-half (1 ½) his or her straight time hourly rate and two (2) hours at his or her regular straight time hourly rate. If the hours actually worked require overtime pay under Section 11, I, A, the employee shall receive whichever amount is the greater.
- C. Employees who are called to report to work at a time which is less than four (4) hours prior to their regular scheduled shift shall not suffer a reduction in hours as a result of such schedule change, and shall be informed of what their revised schedule will be at the time of the call.

Employees called to work prior to their regular scheduled shift shall be on a voluntary basis.

SECTION 11 WORKDAY AND WORKWEEK

I. Attendance Policy

Employees must report to work for each scheduled shift, be on time and remain for the full shift. Absenteeism and tardiness may subject the employee to disciplinary action in accordance with the Disneyland Resort attendance policy. The Company will provide the Union notice, and upon request, meet and confer in good faith and will give due consideration to the Union's expression of concerns and suggestions for any change to the attendance policy at least sixty (60) days prior to implementation, and, if

requested, will bargain with the Union over the impacts of such changes. Any such effects bargaining, however, shall not alter or limit the Company's right to implement the policy change sixty (60) days after the notice to the union.

Absences due to work-related injuries, FMLA and/or CFRA leave, paid sick time, authorized early releases from shifts, and approved leave of absence (where the Employer is given reasonable advanced notice), shall not result in discipline. Attendance discipline will not be considered as a basis for other disciplinary action after twelve (12) months from the date of issue.

II. Scheduling and Definition

- A. As a matter of general practice, employee work schedules will be posted in customary locations by Wednesday preceding the effective date of the new work schedule. However, the Employer will endeavor to post employee work schedules in customary locations by Sunday preceding the effective date of the new work schedule, where practical. It shall be the responsibility of each employee to check his or her schedule.
- B. There shall be no split shifts and all time worked shall be continuous except for the meal period.
- C. All Full-Time employees shall be regularly scheduled to work a minimum of thirty (30) hours per week up to forty (40) hours per week. The regular workday shall be eight (8) hours and for all employees the regular workweek shall begin with the third shift (Graveyard) on Saturday and extend through the second shift (Swing) of the following Saturday. However, the workweek may be changed by the Employer upon the giving of two (2) weeks notice to the Union.
- D. All time worked over eight (8) hours in any one (1) day or forty (40) hours in any one (1) workweek shall be compensated for at the rate of one and one-half (1 ½) times the employee's regular straight time classification rate, including any applicable premium rate, subject to the modification outlined in paragraph E. of this subsection. All time worked over twelve (12) consecutive hours in any one (1) day shall be compensated for at the rate of two (2) times the employee's regular straight time classification rate, including any applicable premium rate.
- E. Each Full-Time employee shall be assigned two (2) consecutive days off. However, the Employer may grant two (2) non-consecutive days off to an employee who requests such a schedule.
- F. The Employer will give an employee at least five (5) days notice of a change in days off.

- G. After the schedule has been posted, the Employer will make as few Employer initiated changes to the posted schedule as is practical and will give employees affected by those changes as much notice as is possible. **When less than two (2) hours prior to the start of a scheduled shift, any change must be mutually agreed upon between the employee and the Employer.**
- H. The Employer agrees that it will endeavor to schedule at least nine (9) hours between the end of any employee's shift and the beginning of the employee's shift the following day.
- I. In the event that there are less than nine (9) hours, between any two (2) consecutive shifts, the affected employee shall receive time and one-half ($\frac{1}{2}$) pay during the second shift until nine (9) hours have elapsed from the termination of the employee's first work shift, unless waived by mutual consent of the employee and the Employer.
- J. In the event there are six (6) hours or less between any two (2) shifts, the employee shall receive one and one-half time ($1\frac{1}{2}x$) pay during the entire second (2nd) shift, unless waived by mutual consent of the employee and the Employer.
- K. The Employer will provide adequate paid time for those employees who are required to verify the amount of cash given to them.
- L. All employees who work on each of seven (7) consecutive days in the workweek at the Employer's request will be paid for the seventh (7th) day at the rate of twice their regular rate even if their total time is less than forty (40) hours.
- M. No shifts shall be scheduled less than four (4) consecutive hours.
- N. When two (2) or more premium or penalty rates apply to the same hour of work, the higher will be paid, and there will be no pyramiding of any premium or penalty rates, except where specified in this agreement, such as overtime provisions and shift premiums.
- O. Each employee shall receive a fifteen (15) minute rest period in each half of each employee's work shift. Such rest periods shall be as close to the midpoint of the half shift as is practicable. The actual schedule of the rest periods shall be determined by the Employer.
- P. All Regular employees who are to be laid off shall be given five (5) days advance notice of such layoff.
- Q. In the event an employee incurs a serious occupational illness or injury and Health Services excuses the employee from further work on that day, he or she shall be paid the unworked balance of his or her regular scheduled shift.

- R. Each employee employed under the terms of this agreement shall receive twenty (20) minutes per shift for dress and/or walk time. Employees will be released twenty (20) minutes prior to the end of their shift to compensate them for this time allowance.
- S. In the event employee parking procedures are changed significantly, the Employer agrees to meet with the Union in advance to minimize the effect upon the employees.

III. Shifts

- A. Any shift which begins at or after 7:00 p.m. and before 10:00 p.m. will be paid a shift premium of twenty-five (25¢) cents per hour in addition to the regular straight time rate.
- B. Any shift which begins at or after 10:00 p.m. and before 5:00 a.m. will be paid a third shift differential of seventy-five cents (75¢) per hour worked in addition to the regular rate.
- C. All shifts may be extended by the Employer beyond the end of the scheduled shift. As a matter of general practice the Employer will endeavor to extend shifts on the basis of seniority insofar as is practical, considering the immediate need, skill and ability of the employees so affected. The final determination as to which shifts shall be extended shall be at the sole discretion of the Employer. In no case shall a shift extension result in an employee receiving less hours of work or pay than originally scheduled.
- D.
 1. Employees required to stay beyond their scheduled shift due to a "slow close" ("slow close" is defined as a situation where the operating hours of Disneyland Park are informally extended by management) are to be notified at least one (1) hour in advance of the end of their shift that they will be required to work a "slow close." Employees not so notified shall not be required to work beyond their scheduled shift.
 2. Employees required to stay beyond their scheduled shift for reasons other than a "slow close" are to be notified at least one (1) hour in advance of the end of their scheduled shift, when management is aware at least one and one-half (1 ½) hours prior to the end of the employee's shift that the shift is going to be extended. When management is aware at least one and one-half (1 ½) hours prior to the end of the employee's shift that the shift is going to be extended, and one (1) hour advance notice is not given, the employee shall be paid at one and one-half (1 ½) times the employee's regular straight time rate of pay for all extended hours under eight (8) hours and two (2) times the employee's regular straight time rate of pay for over eight (8) hours.

- E. An “ER” shall be defined as an “early release” from an employee’s shift and may be initiated at the request of the Employer or at the request of the employee.

Consideration will be given to seniority when determining who may be granted an early release. However, the final determination as to whether an early release is needed shall be at the discretion of the Employer.

When an ER is mutually agreed upon, the provisions of Section 11, I,H, shall apply unless otherwise requested by the employee.

- F. Lunch periods will be provided in accordance with applicable California Labor Code. Where applicable the meal/lunch period may be waived by mutual consent of both the employee and the Employer.

- G. ADO is defined as an “authorized day off” from an employee’s shift and may be initiated at the request of the Employer or at the request of the Employee.

Consideration will be given to seniority when determining who may be granted an authorized day off. However, the final determination as to whether an authorized day off is needed shall be at the discretion of the Employer.

SECTION 12 PROBATIONARY PERIOD AND CASUAL TEMPORARY EMPLOYEES

- A. 1. All new Regular Full Time employees employed after the effective date of this Agreement will be considered probationary employees for a period not to exceed sixty (60) calendar days. All new Casual Regular employees who are first employed after the effective date of this Agreement will be considered probationary employees for a period of one hundred twenty (120) calendar days. The above referenced probationary periods shall automatically be extended for thirty (30) days upon notification by the Employer, in writing, to a Union Shop Steward or Business Representative. Any probationary period interrupted by any leave of absence(s) shall automatically be extended by the same number of days as such leave of absence(s).

2. Probationary employees shall be compensated in accordance with the terms of this Agreement. However, probationary employees will accrue no rights for the future until they have successfully completed their probationary period. At such time, except for Casual Temporary employees and new Casual Regular employees, all of their respective rights shall date back through their most recent date of hire. Furthermore, neither the provisions of the Grievance Procedure nor holiday benefits shall be available to probationary employees, except that probationary employees and Casual Temporary employees will be allowed access to the provisions of the grievance procedure through Step 3 (Labor Relations), but shall not have the right to invoke Step 4. (Arbitration) of the Grievance and Arbitration Procedure. Casual Temporary employees returning for their third (3rd)

consecutive summer season may utilize the provisions of the Grievance and Arbitration Procedure, including Step 4.

- B. Regular Full Time eligible employees who are terminated will receive payment for unused vacation and unused sick leave pay provided for in Section 13, Vacation, Section 23, Sick Leave.
- C. In the event an employee who has become a Regular employee is laid off (not dismissed or voluntarily terminated) before he or she has completed the period required to be eligible for vacation and sick leave benefits, the record of his or her vacation and eligibility will be retained and added to any future hours of employment at Disneyland, provided that he or she is rehired within one (1) year from the date of his or her most recent layoff date.
- D. A Casual Temporary employee, as defined hereinafter, will not be eligible for Holiday, Vacation or Sick Leave benefits unless such Casual Temporary employee should be converted to a Regular employee status in accordance with eligibility requirements in Sections 13, 14 and 23. Casual Temporary employees will receive pay rates in accordance with Section 35 of this Agreement.
- E. Casual Temporary employees shall be defined as those hired primarily to supplement the Regular Full Time and Casual Regular personnel during the Christmas, Easter and summer seasons, or when Regular Full Time or Casual Regular personnel are not available at straight time hours. Casual Temporary employees shall not be used to circumvent promotion into Regular Full Time or Casual Regular job openings.
- F. Casual Temporary employees shall be considered probationary employees until they have completed the applicable probationary period as a Casual Regular employee as stated in paragraph A, above. However, Casual Temporary employees who are converted to a Regular Full Time or Casual Regular employment status, who have worked for the Employer two (2) or more consecutive summer seasons shall not be required to serve the probationary period referred to in paragraph A, above.

SECTION 13 VACATIONS

- I. Eligibility
 - A. 1. Each Regular Full Time statused employee and each Casual Regular statused employee hired prior to 01/01/2005, is eligible to accrue credits towards a vacation and shall receive a vacation in accordance with subsection II, below.
 - 2. Not eligible are Casual Temporary employees, Casual Regular employees hire on or after 1/1/2005, and Probationary employees, as defined in Section 12.

- B. A Regular Full time status employee is one who has agreed to accept full time employment on a year-round basis and who has completed his or her probationary period.
- C. Continuous service for the purpose of this Section shall not be broken by time absent on authorized medical leave or by an FMLA or CFRA leave of absence, or by an authorized absence for other reasons not in excess of thirty (30) calendar days, provided the employee works for a period of thirty (30) calendar days following return from the authorized leave of absence.
- D. Maximum vacation allowance will be based upon the appropriate formula credited with all hours worked as well as vacation hours paid as set forth in subsection II, below. Payment will be at the straight time hourly rate plus any applicable shift differential, any premium and/or higher classification rate being regularly received, (defined as regularly scheduled for any shift differential, any premium and/or higher classification rate) at least sixty percent (60%) of the time), at the time the vacation is taken.
- E.
 1. Effective 9/15/95, no employee shall accrue more than two (2) times their annual vacation hours. For example, if an employee is eligible for 80 hours of vacation, they may accumulate a maximum of 160 hours of vacation; if eligible for 120 hours of vacation, they may accumulate a maximum of 240 hours of vacation; and if eligible for 160 hours of vacation, they may accumulate 320 hours of vacation.
 2. When the maximum vacation accrual is reached, an employee will cease to accrue any additional vacation time until vacation hours are taken. An employee will again begin to accrue vacation once he or she is below their maximum. Vacation accrual is not retroactive to the beginning of the calendar year.
- F. The Employer may not grant pay in lieu of time off vacation, except hereinafter specified.
- G. **In the event an employee drops from Regular Full Time or Casual Regular, the Employer will pay out all accrued vacation leave hours at the time of conversion.**

II. Vacation Accrual by Calendar Year

- A. All eligible employees shall receive vacation based on all hours worked as well as vacation hours paid from the date of hire to the end of the calendar year in which hired and for each succeeding calendar year thereafter; however, an employee on authorized leave of absence for illness or injury shall not accrue additional vacation time.

- B. 1. Vacation hours accrued during the calendar year shall become available to be taken by the employee during the calendar year in which they are accrued in eight (8) hour daily increments or forty (40) hour weekly increments, except as noted in paragraph 2 below.
2. a. Eligible employees may, at their option, take vacation hours in increments of less than eight (8) hour daily increments or forty (40) hour weekly increments on the following basis.
- b. Eligible employees may take vacation hours in daily (minimum of four (4) hours) or weekly amounts equal to the anticipated hours that they are regularly scheduled to work during that time of the year.
- c. Eligible employees may utilize vacation hours for unplanned absences in accordance with the policies for utilizing sick leave in Section 23, Sick Leave.
- d. Eligible employees may utilize vacation hours in any increment to supplement pay for hours worked except that maximum use of vacation hours combined with hours worked may not exceed forty (40) hours per week.
- C. The Employer will furnish the number of vacation hours accrued by each eligible employee. This information will be provided.
- D. 1. Eligible employees shall accrue vacation benefits on the two (2) week vacation accrual formula beginning with the start of employment as a Regular Full Time employee through the end of the 4th year of service based upon formula "A" below.
2. Eligible employees shall accrue vacation benefits on the three (3) week vacation accrual formula beginning with the start of the 5th year of service through the end of the 14th year of service based upon formula "B" below.
3. Eligible employees shall accrue vacation benefits on the four (4) week vacation accrual formula beginning with the start of the 15th year of service through the end of the 19th year of service based upon formula "C" below.
4. Eligible employees shall accrue vacation benefits on the five (5) week vacation accrual formula beginning with the start of the 20th year of service based upon formula "D" below.

FORMULA "A"
Two (2) (Weeks) Vacation Accrual Formula
One (1) through Four (4) years

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>
1800	80
1620	72
1440	64
1260	56
1080	48
900	40
720	32
540	24
360	16
180	8

FORMULA "B"
Three (3) (Weeks) Vacation Accrual Formula
Five (5) through Fourteen (14) years

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>
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

FORMULA "C"
 Four (4) (Weeks) Vacation Accrual Formula
 Fifteen (15) through Nineteen (19) years

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>
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

FORMULA "D"
 Five (5) (Weeks) Vacation Accrual Formula
 Twenty (20) or more years

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>
1800	200
1728	192
1656	184
1584	176
1512	168
1440	160
1368	152
1296	144
1224	136
1152	128
1080	120
1008	112

936	104
864	96
792	88
720	80
648	72
576	64
504	56
432	48
360	40
288	32
216	24
144	16
72	8

- E. Eligible employees who are terminated or laid off by the Employer will receive payment for all of their accrued vacation.
- F. 1. Vacations may, at the option of the employee, be scheduled for periods of one (1) day through ten (10) weeks which may be taken at any time during the calendar year after he or she becomes eligible to take vacation, by mutual agreement of the employee and the Employer, subject to the Employer's determination of the need for the employee's services. In the event of conflict in the dates affecting two or more employees, the employee(s) with the greater length of service in job classification and Group Status will be given the preference. (Also applies to I.,E., above.)
2. Pre-approved requests for vacation may be submitted at two different times (6-9 month submission or 3-6 month submission) for the same request period according to the collection periods listed below:

6 - 9 Month Submission Period

<u>Collection Period:*</u>	<u>Results Posted: **</u>	<u>Requested Period:*</u>
Mar. 1- Mar. 31	May 1	Nov. 1- Jan. 31
June 1- June 30	Aug. 1	Feb. 1- Apr. 30
Sept. 1- Sept. 30	Nov. 1	May 1- July 31
Dec. 1- Dec. 31	Feb. 1	Aug. 1- Oct. 31

Pre-approved requests submitted and not approved in the 6-9 month submission period may be resubmitted in the 3-6 month submission period.

3 - 6 Month Submission Period

<u>Collection Period:*</u>	<u>Results Posted: **</u>	<u>Requested Period:*</u>
June 1 – June 30	Aug. 1	Nov. 1 – Jan. 31
Sept. 1 – Sept. 30	Nov. 1	Feb. 1 – Apr. 30
Dec. 1 – Dec. 31	Feb. 1	May 1 – July 31
Mar. 1 – Mar. 31	May 1	Aug. 1 – Oct. 31

*Periods will begin on the Sunday and end on the Saturday closest to the date listed.

**Results will post on Monday of the week containing the date listed.

Following the posting of results for each submission period, any employee may submit a request for vacation for the remainder of the period. Each week, vacation requests submitted in the previous week will be reviewed. Consideration will be given first to requests that were submitted during the pre-approved period and not approved, followed by those vacation requests submitted within the same week by week ending date. When multiple requests for the same time period are submitted in the same week, paid time off will be granted by seniority.

Employees who fail to request a vacation as herein outlined will be granted vacation at a mutually agreeable time subject to the Employer's need for the employee's services.

3. Vacations shall be scheduled to commence on any day subject to the Employer's determination of the need for the employee's service.
- G. The Employer may elect that some or all employees take their vacations at one time and during a period when Disneyland **and/or Disney California Adventure** is closed. In the event the Employer does so, employees will be given vacations at the time of the shutdown, on a pro-rata basis of vacation accrued to that time, and in accordance with the formulas shown heretofore. This will include pro-rata vacations for Regular Full Time employees of less than six (6) months continuous service. The Employer will not require employees to utilize their accrued vacation when a facility is not operating due to rehabilitation.
- H. Upon the request of an eligible employee, the Employer shall provide payment of up to one-half (½) of an employees total accrued vacation to a maximum of three (3) weeks (120 hours). Such request for payment will be accepted two times (2x) per calendar year during any payroll week of the calendar year.
- I. An eligible employee must utilize accrued vacation in excess of two (2) weeks while on Family Care Leave, and may request that all accrued vacation be utilized while on Family Care Leave.

SECTION 14 HOLIDAYS

- A. 1. The following shall be paid holidays for employees with a recorded Payroll classification of Regular Full-Time or Casual Regular hired prior to 01/01/2005, and who have completed their probationary period. Also eligible are any employees who achieve a recorded Payroll classification of Regular Full-Time on or after 01/01/2005 and who have completed their probationary period.

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

2. The following shall be paid holidays for Casual Regular employees hired on or after 01/01/2005, who have completed their probationary period:

Memorial Day	Thanksgiving Day
Christmas Day	New Year's Eve Day
Independence Day	

3. The following two (2) additional paid holidays will become effective for Casual Regular employees who have completed two (2) years of continuous service:

Labor Day	New Year's Day
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4. The following three (3) additional paid holidays will become effective for Casual Regular employees who have completed three (3) years of continuous service:

Martin Luther King Jr. Day
Christmas Eve Day
Easter Sunday

B. Eligibility for a Holiday Not Worked:

1. Must have a recorded payroll classification of Regular Full-Time statused employee, and have completed the probationary period.
2. Not eligible are Casual-Regular and Casual-Temporary employees and Regular Full-Time employees who are on a leave of absence and whose availability for a work schedule during the week containing the holiday is not known to the Employer.

3. An eligible Regular Full-Time status employee will receive pay for each such holiday not worked at his or her straight time rate, including any shift differential, any premium and/or higher classification rate.

C. Eligibility for a Holiday Worked:

1. Must have a recorded payroll classification of Regular Full-Time or Casual-Regular and meet the eligibility requirements outlined in A. above and have completed the Probationary Period.

2. Not eligible are Casual-Temporary employees and Probationary employees, as defined in Section 12, Probationary Period.

3. a. An eligible Regular Full-Time status employee who works on a recognized holiday, shall receive pay at double his or her straight time rate, including any shift differential, any premium and/or higher classification rate, for all hours.

b. An eligible Casual-Regular employee, as defined in C1 above, who works on a recognized holiday shall receive pay at one and one-half times ($1\frac{1}{2}x$) his or her straight time rate, including any shift differential, any premium and/or higher classification rate, for all hours worked in his or her shift.

4. a. An eligible Regular Full-Time status employee shall receive double the employee's straight time rate, including any shift differential, any premium and/or higher classification pay, for all hours worked in excess of eight (8) on a paid holiday, provided that the starting time of the overtime hours occurs within an eight (8) hour period following the ending time of the employee's shift.

b. An eligible Casual Regular employee shall receive one and one-half times ($1\frac{1}{2}x$) the employee's straight time rate, including any shift differential, any premium and/or higher classification pay, for all hours worked in excess of eight (8) on a paid holiday, provided that the starting time of the overtime hours occurs within an eight (8) hour period following the ending time of the employee's shift.

5. An eligible employee who works on a recognized holiday, and is also terminating his or her employment with the Employer on that day, shall receive pay at double his or her straight time rate, including any shift differential, any premium and/or higher classification pay, for all hours worked in his or her shift.

D. A holiday which falls on a normally scheduled workday but is not worked due to the holiday shall be counted as time worked for the purpose of computing overtime.

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

- F. Recognized holidays designated by the Federal Government to be celebrated on a particular day shall be celebrated on that day. All other recognized holidays shall be celebrated on the day on which they fall.
- G. By job classification and by descending seniority order, Regular Full Time status employees will be offered the opportunity to not work on a recognized holiday. The offer will be made first to Regular Full-Time employees, and then to Casual-Regular employees. Also, it is the intent that before bringing in Casual-Temporary status employees on a holiday, all Regular Full Time and Casual Regular status employees who are available to work at the straight time rate will be offered the holiday work.
- H. An employee who is scheduled to work on a recognized holiday and who does not work shall not receive holiday pay.

SECTION 15 UNIFORMS/COSTUMES

- A. If the Employer requires an employee to wear a uniform or costume, it will be furnished at the Employer's expense. Shoes shall be furnished by the Employer.
- B. Where the Employer, for safety purposes, requires the use of protective clothing, shoes or other safety devices, they will be furnished without cost to the employees. The Union agrees to notify its members that they are required to use the devices furnished.
- C. With respect to clothing furnished by the Employer, all new employees hired on or after 10/31/01, may, at the sole discretion of the Employer, be required to take their costumes home with them at the end of their shift. Further, the Employer may designate all or some costumes to be voluntarily cleaned or maintained (where washable in a washing machine, not dry-cleaned) by the employees who shall take normal and reasonable care in so doing. Such clothing, shoes, and other devices will, at all times, remain the property of the Employer and the employee who is issued any of these items will be fully responsible for seeing that they are properly cared for.
- D.
 1. Employer agrees to post three (3) weeks prior to commencement, notices of intent to clear all lockers on a specified date. Such clear-out shall be for the purposes of fumigation and repair of locker facilities.
 2. Employer property recovered during such clear-out will be returned to the Costuming Department.
 3. Personal property recovered during such clear-out will be identified by the name of the employee and retained for a period of three (3) months, or until such time as claimed by the employee owning such personal property, whichever

occurs first. If an employee is on an extended leave of absence, the three (3) month period becomes effective on the date the employee returns to work.

4. In the event the Employer deems it necessary to inspect an employee's locker, other than during pre-notified, clear-out periods, the following personnel shall be present when such inspection occurs:

a. The employee and/or his or her duly appointed Union representative.

b. A member of management from other than the area of the inspecting Supervisor of the employee, if requested by employee.

5. The Employer agrees to post three (3) days prior to commencement, notices of intent to open lockers for fumigation purposes in the event of an immediate health or safety problem. A Shop Steward shall be present when such lockers are opened and inspected.

E. Employees who report late to their location due to legitimate delays incurred while obtaining or returning uniforms, shall not be subject to an attendance infraction.

SECTION 16 TIPPED EMPLOYEES; TIPS, GRATUITIES, ETC.

A. 1. Tips, gratuities or presents received by the employees shall not constitute or substitute any of the wage provisions of this Agreement, but shall remain the sole property of such employee receiving the same.

2. For the purpose of calculating annual pay for the **pay based Health and Welfare offered benefits**, the most recent W2 on file shall be utilized for employees stasured in tipped classifications.

3. Tipped employees shall receive their scheduled shift(s) based upon employee preference, and the Company will endeavor in good faith to grant the preference to employees with the greater length of service based on business need and workload, provided, however, that assignment to such a shift does not result in the Employer becoming liable to any form of premium pay. Nothing in this subsection shall be construed as modifying the terms outlined in Section 18: Health & Welfare, Dental and Vision Plans.

4. The Employer agrees that only five tipped classifications currently are recognized by the Agreement between the parties. They are Waithelp, Bushelp (Tipped), Banquet Captain and Banquet Help and Banquet Houseman (tipped). These tipped employees shall not be required to share tips with any other classification of employees working under this Agreement.

5. For all Regular employees hired prior to November 1, 1994, the provisions of paragraph (a) shall apply.

a. For purposes of payment of vacation, sick pay and holiday benefits, eligible tipped employees shall receive in addition to their regularly stated rate of pay, payment on an hourly basis of an additional sum equal to their prior year average hourly tips received, as indicated on the Employer's payroll records.

For all Regular employees hired on or after November 1, 1994, the provisions of paragraph (b) shall apply.

b. For purposes of payment of vacation, holiday, report pay and sick leave benefits, eligible tipped employees shall receive payment at the appropriate Tipped Benefit Rate.

6. The Employer agrees to pay the Culinary Food Service Worker rate to all servers and bussers assigned to Lunch Relief where 50% or more of the Lunch Relief shift is performing non-server/busser functions.

B. An eighteen percent (18%) gratuity will be included on all Guest checks **if any of the following apply:**

- Parties of eight (8) or greater.
- Any business meal purchased on the Walt Disney Company corporate credit card.
- **When the Guest is utilizing an employee discount.**
- **When the meal is complimentary or being charged to a Guest inconvenience account for reasons other than service.**

C. When a Banquet Event Order (BEO) is placed within a Park restaurant, and the event is staffed by Cast Members who traditionally staff the restaurant, an eighteen percent (18%) gratuity will be included on the check and distributed to the Waithelp.

In the event that the gratuity fee is increased by the Employer, the Employer agrees to meet and confer with the Union to mutually agree to the allocation methodology.

D. Park Banquets

1. The Park Banquets Scheduling group has an established "core group" of Regular employees stated in various job classifications available under the Agreement as determined by the Employer.

The employees selected for these Regular Positions shall have a separate seniority date established under the Park Banquets scheduling group for scheduling purposes. Selected employees shall also retain a scheduling seniority date in the scheduling group from which they are selected to be utilized in the

event that they are transferred back to their former scheduling group or the employer makes the decision to discontinue this end of the business.

Once all employees stasured to Park Banquets Scheduling Group have been fully utilized, **to staff both on property and off property events**, employees within the bargaining unit, that have the necessary skill and ability, will then be utilized to fulfill business needs of Park Banquets. Once all employees with the necessary skill and ability within the bargaining unit have been utilized, the Company is then able to utilize further resources to meet its business need.

2. While working a tipped classification in Park Banquets, the tipping procedure is as follows:

All employees may only be tipped during the "event period" and will be paid at a tipped rate during the event period. The "event period" is defined as the scheduled duration of the event with an additional two (2) hours prior to the start of the event and a maximum of two (2) hours after the conclusion of the event. Employees will only be tipped for time worked during the "event period." Any hours worked prior to and/or after the conclusion of the "event period" will be paid at Houseman rate. When Banquet Captains are working outside of the "event period," they will continue to receive Banquet Captain rate or Houseman Lead rate, based on the job they are performing, but without gratuity. In unusual circumstances the complexity of the event may require an expansion of the event period (e.g., Pirates Premier and POW WOW). In such cases, the Employer will notify the Union and mutually agree to expand the "event period".

3. The Employer agrees that on a semiannual basis, the staffing needs of the Park Banquets scheduling group will be evaluated. However, the final determination of appropriate staffing levels shall be made at the discretion of the Employer.

4. In the event the Cast Commissary is not open for employees working a Park Banquet event **or during an off property Park Banquet event**, the Employer agrees to provide a box lunch.

5. Gratuity Distribution:

a. A twenty- two percent (22%) automatic service/gratuity fee is added to each Park Banquet event. The gratuity portion of this fee, eighteen percent (18%), belongs to the hourly employees who worked the event. The Employer shall retain any service/gratuity fee added to each Park Banquet Event above eighteen percent (18%). In the event that the service/gratuity fee is increased by the Employer, the Employer agrees to meet and confer with the Union to mutually agree to the allocation methodology.

b. Payment of gratuities shall be made to the bargaining unit employees no later than the succeeding payroll period following the event.

c. The employee gratuity shall be pooled by week and divided among the following hourly Union employees, by hours worked, as follows:

<i>Banquet Captain:</i>	<i>03.50%</i>
<i>Bartender/Banquet Help/Banquet Dinner Cook*</i>	<i>13.50%</i>
<i>Banquet Houseman:</i>	<i>01.00%</i>
	<i>18.00%</i>

*Only when doing onstage cooking during an event

d. Employees not utilized in any of the above listed classifications shall be paid their statused rate for all hours worked and will not eligible for gratuity as described herein.

6. The Banquet Help rate of pay will be set at minimum wage and will be adjusted based on any future changes in the State of California or Federal Minimum wage law.

SECTION 17 LEAVES OF ABSENCE

A. A Regular employee's request for leave of absence not to exceed thirty (30) days will be given consideration by the Employer and will be granted if there is good cause for it and 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.

B. 1. A Regular status employee who requests a leave of absence because of an occupational or non-occupational illness or injury, including pregnancy, will, upon certification of employee's continued disability in writing by the employee's physician before each extension, be granted extended leave of absence in units of up to thirty (30) days but not in excess of twelve (12) consecutive months.

2. An employee who by the end of the authorized leave of absence notifies the Employer of his or her availability for re-assignment to work will be re-employed without loss of the last previous employment status provided both the employee's and the Employer's physician, in writing, releases the employee to perform all of the essential elements of the job classification and without jeopardizing the health and safety of the employee and/or others.

3. Should the Employer's physician fail to agree with the findings and not allow the employee to return to work, he shall contact the employee's personal physician and request that the employee be reinstated to disability benefits. Should the Employer wish to verify an employee's ability and/or inability to perform the work

required due to medical reasons, the Employer may have the employee examined by the Employer's physician.

- C. Prior to returning to work an employee on a medical leave of absence must provide Health Services with documentation from their physician releasing them to return to work. The release documentation must specifically state the date that the employee may return to work. Health Services must clear the employee before they return to work and may require a medical examination or additional documentation from the employee's physician to ensure fitness for duty.
- D. Notwithstanding anything contained elsewhere in this Section 18, no Regular employee shall be eligible for leaves of absence that total more than fifteen (15) months in any twenty-four (24) month period.
- E. The Employer shall provide Family Care Leave in accordance with the California Family Rights Act and Federal Family and Medical Leave Act. Time off under the provisions of these act(s) are not subject to the Employer's attendance policy.

Any leave of absence taken under CFRA or FMLA shall apply towards the maximum leave available under paragraphs B and D above.

- F. The Employer shall inform the Union electronically on a monthly basis of all employee leaves of absence. The Employer shall have sole discretion to determine the electronic format.

SECTION 18 HEALTH & WELFARE, DENTAL AND VISION PLANS

- A. 1. During the term of this Agreement, the Company will offer Group Insurance 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 group insurance 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 will 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, except that the Employer will give reasonable advance notice to the Union of any changes in benefits terms or coverage. Notwithstanding the foregoing, the failure of the Employer to provide such notice shall not, under any circumstances, be a basis to void the

Company's ability to make such changes. Entitlement to group insurance benefits will be determined exclusively by the plan terms and not by arbitration under this Agreement. Eligible employees shall be defined as Regular Full-Time employees scheduled to work a minimum of thirty (30) hours per week. Eligible employee's coverage shall become effective no later than the first day of the month following completion of ninety (90) days of continuous service. **Nothing contained herein shall limit the Company's ability to adjust the waiting period to reflect changes in applicable laws.**

In the event a Federal, State, County or City law, ordinance or regulation regarding health and welfare benefits imposes requirements upon the Company to provide any new, additional or varying benefits to employees, there will be no duplication of benefits under the Company's Signature Benefits Plan or any other health or welfare benefit plan offered or paid for by the Company.

2. Eligible employees shall have an option, on an annual basis, to determine the type of coverage they desire under the Employer's Signature Benefits Plan.

3. The Plan year for Major Medical Plan coverage shall be January 1 to December 31 of each year. Prior to January 1 of each year, if the Employer intends to change, delete, or substitute the Health Maintenance Organization (H.M.O.) vendor, it will first discuss the proposed change with the Local 50 and advise them of the reasons for such change. The Unions shall be given the opportunity to offer alternatives to such change prior to a different HMO being contracted.

4. Section 18 is meant to comply with the current local, State or Federal law as it is currently written. If any changes are made to local, State or Federal law during the life of this agreement, which has any direct or indirect implication(s) on this agreement in whole or in part, the Company has the right to modify the terms of Section 18 to comply with any future changes in the law.

B. Requirements Necessary to Maintain Regular Full-Time Health & Welfare Benefits

The following will be the administrative process for monitoring continued eligibility of Regular Full-time employees for Disney Health & Welfare benefits.

1. Regular Full-Time employees must work the appropriate number of hours to average at least 30 hours per week during the monitoring period. The monitoring period will be a full twelve (12) month period as designated by the Company and the appropriate number of hours to be worked is 1560 hours.

2. **If a Regular Full Time employee does not work the appropriate number of hours to average at least 30 hours per week during the monitoring period as outlined above, the employee will be converted to Casual Regular status as defined within this agreement.**
3. For the purpose of calculation, hours worked will include paid benefit time.
4. The Company agrees to notify employees who are trending below the minimum number of hours at least one hundred and eighty (180) days prior to the end of the monitoring period.
5. The Company agrees to notify employees who are trending below the minimum number of hours at least ninety (90) days prior to the end of the monitoring period.
6. The Company and the Union agree to meet within thirty (30) days of the request of either party to discuss the effect and implication of the Patient Protection and Affordable Care Act (“ACA”) on employees and the Company.

SECTION 19 PENSION

- A. The Employer agrees it will provide a contributory Pension Plan as follows:

A Pension Benefit Schedule for employees with five (5) through ten (10) Credited Years of Service at the rate of \$20.00 per year with a minimum monthly benefit of \$100.00 for 5 years and a minimum monthly benefit of \$200.00 for 10 years.

Pension Benefit Schedule for employees with eleven (11) through twenty (20) Credited Years of Service at the rate of \$21.50 per year with a minimum monthly benefit of \$221.50 for 11 years and a minimum monthly benefit of \$415.00 for 20 years.

Pension Benefit Schedule for employees with twenty-one (21) through twenty-five (25) Credited Years of Service at the rate of \$23.50 per year with a minimum monthly benefit of \$438.50 for 21 years and a minimum monthly benefit of \$532.50 for 25 years.

Pension Benefit Schedule for employees with twenty-six (26) through thirty (30) or more Credited Years of Service at the rate of \$23.50 per year with a minimum of \$556.00 for 26 years and a minimum of \$650.00 for 30 years.

Pension Benefit Schedule for employees with thirty-one (31) through thirty-five (35) or more Credited Years of Service at the rate of \$23.50 per year with a minimum monthly benefit of \$673.50 for 31 years and \$767.50 for 35 years.

Effective 10/31/01, Employer to provide a new Pension Plan Benefit Schedule for employees with thirty six (36) through forty-five (45) or more Credited Years of Service at the rate of \$23.50 per year with a minimum monthly benefit of \$791.00 for 36 years and a maximum monthly benefit of \$1,002.50 for 45 or more years.

Effective 10/31/07, Employer to provide a new Pension Plan Benefit Schedule for employees with forty six (46) through fifty (50) or more Credited Years of Service at the rate of \$23.50 per year with a minimum monthly benefit of \$1,026.00 for 46 years and a maximum monthly benefit of \$1,120.00 for 50 or more years.

- B. Early retirement benefit for employees with twenty-five (25) or more Credited Years of Service as follows:

Retirement At Age	Percent Employee Will Receive of Benefit at Normal Retirement (Age 65)
64	100%
63	100%
62	100%
61	95%
60	90%
59	85%
58	80%
57	75%
56	70%
55	65%

I. Pension

- A. 1. Employees hired on or after June 1, 2000, shall not be eligible to join or participate in the Disneyland Park and Associated Companies' Retirement Plan, or be eligible for Employer contributions into any Union Pension Plan or Trust.

Eligible employees hired prior to 6/1/00, will remain eligible for participation in the Disneyland Park and Associated Companies' Retirement Plan according to the Plan eligibility and requirements, or for contributions into a Union Pension Plan or Trust, where applicable by specific Union Agreement.

2. Effective 1/1/94, Health and Welfare Benefits for Early Retirees between ages 55 to 65, to permit those employees who have 20 Credited Years of Service with at least 30,000 Credited Hours to PURCHASE Major Medical Plan coverage from the Employer. For purposes of this Agreement, Years of Service and Credited

Hours will include all years and hours earned by an employee prior to January 1, 1993. Years and hours earned beginning January 1, 1993 will include the amount determined under the previous sentence plus hours and years earned after December 31, 1992 and after the employee has attained age 35. Rates for this coverage would be billed to Early Retirees at Employer ongoing actual costs. At age 65, a Retiree with 20 Credited Years *and* 30,000 Credited Hours, (determined as described above) is provided Major Medical coverage on the same basis as current active employees. In order to be eligible for Health & Welfare Benefits as a retiree under the terms of this section, an employee must be actively employed by the Employer at the time they elect to take such early or normal retirement (Age 55 to 65).

In the event the Employer fails to implement the above referenced Retiree Health and Welfare Benefits on 1/1/93 for its non-bargaining unit employees (including its salaried employees), said Retiree Health and Welfare benefits shall remain in effect as provided for under the terms of the 1989 Master Services Agreement until such time as implemented for the Employer's non-bargaining unit employees (including its salaried employees), at which time the above referenced Retiree Health and Welfare benefits shall also become effective. In the event that the above referenced Retiree Health and Welfare Benefits are delayed beyond 1/1/93, the Employer agrees to give the Union a 30 day notice of the implementation date of the above referenced Retiree Health and Welfare Benefits.

3. Employees hired on or after September 15, 1995, shall not be eligible for Retiree Health and Welfare Benefits.
- B. An employee who elects to participate in the Plan shall be required to sign a payroll authorization for the deduction of seven cents (7¢) for all straight time hours worked, and the employer will make such deduction and remit same to the Plan Fund. After five (5) years of participation, employees shall cease their seven cents (7¢) hourly contribution, and the Employer shall make the full contribution in behalf of the employee.
 - C. For participation purposes, an employee shall be given a year of service for each anniversary year (measured from employment date) ending on or after March 1, 1981, in which he or she has at least 750 hours of service. For benefit accrual and vesting purposes an employee shall be given a Credited Year of Service for each Plan Year ending after March 1, 1981, in which he or she has at least 750 hours of service. All prior years will be on the prior 1,000 hour basis. For full benefit accrual in a year, 1,500 hours are required.
 - D. Qualified participants, without additional cost to the participant, are covered by the spouse's pre-retirement income protection benefit upon the completion of five (5) or more Credited Years and 7,500 Credited Hours of service.

If a participating employee becomes eligible for this benefit and dies, the participant's spouse will receive a lifetime benefit in an amount equal to one-half (½) of the benefit the participant would have received under the Joint and 50% Survivor basis. Payments to the spouse may begin, at the election of the spouse, on the first day of any month following the later of; the date of the employee's death or the date the employee would have attained age fifty-five (55), but not later than age sixty-five (65).

- E. Any participating employee who attains age sixty-five (65) as an active employee becomes immediately vested in their accrued benefit. The benefit payable to such a participant upon retirement will be based on the participant's completed Credited Years and Credited Hours of service and the Pension Benefit Schedule in paragraph I. below. If a participant's credited years are less than five credited years, the participant's benefit will be a pro rata amount of benefit on the schedule for five years.
- F. The Plan, as established, shall be administered by a seven (7) member administrative committee.
- G. It is agreed that the current provisions of the Pension Plan relative to benefits, qualifications of employees and rates of contribution, as amended effective November 1, 1988, shall not be changed prior to November 1, 1991, except for any improvements negotiated as provided under this Section 19.
- H. Pension Benefit Schedule:

Credited Years of Service	Credited Hours of Service	Benefit at Age 65
10	15,000 - 15,749	\$200.00
	15,750 or more	\$210.75
11	16,500 - 17,249	\$221.50
	17,250 or more	\$232.25
12	18,000 - 18,749	\$243.00
	18,750 or more	\$253.75
13	19,500 - 20,249	\$264.50
	20,250 or more	\$275.25
14	21,000 - 21,749	\$286.00
	21,750 or more	\$296.75
15	22,500 - 23,249	\$307.50
	23,250 or more	\$318.25
16	24,000 - 24,749	\$329.00
	24,750 or more	\$339.75
17	25,500 - 26,249	\$350.50
	26,250 or more	\$361.25
18	27,000 - 27,749	\$372.00
	27,750 or more	\$382.75

Credited Years of Service	Credited Hours of Service	Benefit at Age 65
19	28,500 - 29,249	\$393.50
	29,250 or more	\$404.25
20	30,000 - 30,749	\$415.00
	30,750 or more	\$426.75
21	31,500 - 32,249	\$438.50
	32,250 or more	\$450.25
22	33,000 - 33,749	\$462.00
	33,750 or more	\$473.75
23	34,500 - 35,249	\$485.50
	35,250 or more	\$497.25
24	36,000 - 36,749	\$509.00
	36,750 or more	\$520.75
25	37,500 - 38,249	\$532.50
	38,250 or more	\$544.25
26	39,000 - 39,749	\$556.00
	39,750 or more	\$567.75
27	40,500 - 41,249	\$579.50
	41,250 or more	\$591.25
28	42,000 - 42,749	\$603.00
	42,750 or more	\$614.75
29	43,500 - 44,249	\$626.50
	44,250 or more	\$638.25
30	45,000 - 45,749	\$650.00
	45,750 or more	\$661.75
31	46,500 - 47,249	\$673.50
	47,250 or more	\$685.25
32	48,000 - 48,749	\$697.00
	48,750 or more	\$708.75
33	49,500 - 50,249	\$720.50
	50,250 or more	\$732.25
34	51,500 - 51,749	\$744.00
	51,750 or more	\$755.75
35	52,500 - 53,249	\$767.50
	53,250 or more	\$779.25
36	54,000 - 54,749	\$791.00
	54,750 or more	\$802.75
37	55,500 - 56,249	\$814.50
	56,250 or more	\$826.25
38	57,000 - 57,749	\$838.00
	57,750 or more	\$849.75
39	58,500 - 59,249	\$861.50
	59,250 or more	\$873.25
40	60,000 - 60,749	\$885.00
	60,750 or more	\$896.75

Credited Years of Service	Credited Hours of Service	Benefit at Age 65
41	61,500 - 62,249	\$908.50
	62,250 or more	\$920.25
42	63,000 - 63,749	\$932.00
	63,750 or more	\$943.75
43	64,500 - 65,249	\$955.50
	65,250 or more	\$967.25
44	66,000 - 66,749	\$979.00
	66,750 or more	\$990.75
45	67,500 - 68,249	\$1,002.50
	68,250 or more	\$1,014.25
46	69,000 - 69,749	\$1,026.00
	69,750 or more	\$1,037.75
47	70,500 - 71, 249	\$1,049.50
	71,250 or more	\$1,061.25
48	72,000 - 72,748	\$1,073.00
	72,750 or more	\$1,084.75
49	73,500 - 74, 249	\$1,096.50
	74,250 or more	\$1,108.25
50	75,000 – 75,749	\$1,120.00

II. 401(k)

A. The Employer agrees to provide and implement a 401(k) Plan on June 1, 2000, on the following basis:

1. Eligible employees as defined in paragraphs 2 and 3 below, may contribute up to fifty (50%) percent of their annual hourly straight time wages on a pre-and/or post-tax basis, up to the maximum permitted by Federal Law. Eligible employees age 50 or older can make additional contributions as permitted by Law.

The Employer will make a matching contribution equal to three-quarters ($\frac{3}{4}$) of the first four (4%) percent of the employee contribution, for a maximum Employer contribution of three (3%) percent of straight time wages up to the IRS maximum. The Employer matching funds may be invested in any of the investment options(s) available under the Disney 401(k) plan.

2. Employees eligible to begin making contributions to the 401(k) plan are defined as bargaining unit employees over the age of 18 who have completed ninety (90) days of service.

3. Employees eligible to begin to receive the matching contribution from the Employer, as outlined in A1 above, are defined as bargaining unit employees who have completed at least one year of service with seven hundred and fifty hours (750) hours. Effective January 1, 2005, all employees who have completed

the required one (1) year of service with seven hundred and fifty (750) hours will automatically be vested in the matching Employer contributions.

4. The Employer reserves and retains the right to administer the Plan internally or through the use of an outside administrator, to change or modify the investment choices available to the participants of the Plan, to charge an administrative fee directly to participant accounts, to charge transaction fees directly to a participant account (for example, loan setup and ongoing processing fees), to modify the Plan as necessary to remain in compliance with applicable law, and to make any other design decision, change or modification to the Plan deemed appropriate by the Employer, with the exception of vesting requirements, eligibility for participation and Employer matching contributions.

SECTION 20 SENIORITY

A. 1. All Regular employees shall be assigned into one of the following group statuses:

It is recognized that the total number of hours of work in the workweek are divided into two (2) Group Statuses. The below defines the status of work, but is not a guarantee of hours. Seniority shall be separate for Regular Full-Time and Casual-Regular group classifications.

Regular Full Time - Regularly scheduled to work a minimum of thirty (30) hours per week up to forty (40) hours per week. Such hours shall be worked in five (5) days of the workweek or four (4) days of the workweek when assigned to a four (4) day, ten (10) hour per day workweek, as determined by the Employer.

Casual Regular - Regularly scheduled to work less than thirty (30) hours per week, subject to need and availability.

2. Casual Regular employees may be scheduled to work a full time schedule during peak seasons.

Casual Regular employees are required to be fully available for work assignments during the following periods:

- Christmas, Spring Break and Summer seasons
- All Grad Nights, After Dark-in-the-Park (ADIP) and any Holidays as listed in Section 14, Holidays.
- Weekends (Friday evening, to closing on Sunday)

3. Casual Regular employees availability requirements may be modified on an individual employee basis based on the scheduling needs of the Employer.

4. When the Employer determines that there is a need for Casual Regular employees with modified availability the Employer will post the openings and fill with current employees before hiring new employees to fill the openings.

Casual Regular employees who have been approved for modified availability will be available for work based on the scheduling needs of the Employer, for example:

- Saturday and Sunday only
- Saturday plus any two (2) additional days
- Evening only every day of the week for less than thirty (30) hours per week

5. Casual Regular employees who make known to the Employer their unavailability for work assignments outside of the times defined above, shall not be required to work nor shall they be able to claim more hours on a seniority basis.

6. The Employer agrees to continue the current practice of excusing Casual Regular employees from work if the employee provides proof of conflicting class, exam schedules and provides alternate availability. The employee shall provide reasonable notice of their class and exam schedules to the Employer to facilitate scheduling.

7. Excluding peak seasons as defined in paragraph N below, a Casual Regular employee may be assigned intermittently to a higher Group Status, but not to exceed a period of four (4) consecutive work weeks, otherwise a Regular Full Time job opening will be deemed to exist, unless the position is one created by a leave of absence, vacation, sick leave, or authorized days off.

B. 1. a. The principles of seniority, shall govern in the scheduling of hours in each scheduling group in each of the two (2) group statuses. Regular Full Time having first preference; and Casual Regular having second preference.

b. **Scheduling preference, scheduling of hours, start time, days off, and work location** within each scheduling group and group status will be **scheduled with priority** going first to Regular Full Time employees statused in the job classification, second to Regular Full Time employees with the required job knowledge (qualifications), third to Casual Regular employees statused in the job classification, and fourth to Casual Regular employees with the required availability and job knowledge (qualifications).

c. **Employee preferences may be updated no more than once every thirty (30) days.**

d. No employee may claim greater hours if such a schedule would result in the need for additional training.

e. The Company is under no obligation to change the workload based on an employee's preference.

2. If the Employer finds it necessary to schedule or utilize employees on an overtime basis, due regard will be given to seniority by scheduling group, group status, and job classification, providing costume changes are not required and does not result in less than nine (9) hours between shifts.

C. In the event that more than one employee has the same Regular Full Time group status seniority date by scheduling group and job classification, the employee with the most seniority in the lower Regular group status shall be scheduled the greater number of straight time hours available per week, provided additional training is not required. The Employer will review the need to assign additional employees to the Regular Full-Time (RFT) group status at least four times (4x) yearly.

D. 1. Continuous length of service as a Regular Culinary employee shall govern the order of layoff and recall by scheduling group provided the employee possesses the necessary skills, qualifications and ability to perform the available work without additional training as determined by the Employer.

2. In lieu of layoff, a Regular Full Time employee may elect to be re-statused and work Casual Regular hours, provided such a schedule exists and the employee possesses the necessary skills, qualifications and ability to perform the available work without additional training as determined by the Employer.

E. 1. All Regular Full-Time job openings will be posted by the Employer for a period of five (5) calendar days. Interested candidates shall complete a written application within the posted time period dates in order to be considered for any specific open position. These openings will be posted in both Disneyland Park and Disney's California Adventure Park. During the posting and selection period, the Employer may fill available openings temporarily on an immediate basis or from any source. Qualified employees shall be permitted to apply for available openings.

2. Where skill and ability, qualifications, work record, and demonstrated performance are relatively equal, the principles of seniority (continuous length of service as a Regular Culinary employee by work status, i.e., RFT or CR) shall be observed in the case of transfers to other Scheduling group's different job classifications of work, or assignment to the Regular Full Time group status.

3. In order to provide the employee with the opportunity to transfer from one scheduling group, or job classification, the Employer agrees to post available bargaining unit job openings for a period of five (5) calendar days. These openings

will be posted in both Disneyland Park and Disney's California Adventure Park. During the posting and selection period, the Employer may fill available openings temporarily on an immediate basis or from any source. Qualified employees shall be permitted to apply for available openings.

4. Where skill and ability, qualifications, work record, and demonstrated performance are relatively equal, the principles of seniority (continuous length of service as a Regular Culinary employee by work status, i.e., RFT or CR) shall be observed in case of temporary and seasonal transfers to different job classifications, provided additional training is not required.

5. a. The Employer, at its sole discretion, will determine the necessary training and cross-training of its employees in each job classification dependent on the Employer's need.

b. Where skill and ability, qualifications and work record, and demonstrated performance are relatively equal, the principles of seniority (continuous length of service as a Regular Culinary employee by work status, i.e., RFT or CR) shall be observed when making the final determination of which employees will be trained or cross-trained, subject to the determination by the Employer that the selected employee(s) possess the availability, proper work status, and seniority that would likely result in the employee(s) being scheduled in the new job classification.

- F. In the event an employee transfers to another scheduling group or job classification, he shall be considered probationary for a period of thirty (30) working days. If the Employer determines that the employee is unqualified in the new position, it may transfer said employee back to the previous position immediately, with no loss of seniority in the old location. If the employee requests return to the previous position within the thirty (30) day period, he/she will be returned at the first available opening without loss of seniority.
- G. The Employer's determination as referenced in D and E above shall not be arbitrary or capricious in nature. Any dispute over the application of the principles outlined in this Section 20 shall be subject to the grievance procedure.
- H. It is further agreed that the seniority principle as herein outlined shall be by scheduling group and job classification and shall not apply where employees are being transferred and/or promoted from a bargaining unit classification to a non-bargaining unit classification. When this occurs the employee shall maintain his or her classification seniority for a period of fifty-two (52) consecutive payroll weeks for purposes of transferring back to such classification. The above referenced fifty-two (52) weeks may be extended by mutual agreement of the parties.

- I. The Employer will give consideration to seniority for scheduled days off and shift preferences (i.e., shift starting times) and work location. Consideration in assigning these preferences shall not be arbitrary or capricious in nature and under no circumstances, will assignment be used as a form of disciplinary action against an employee.

- J.
 - 1. In the event of Employer instigated mandatory transfers, the Employer agrees that the affected employee(s) will be moved to a different location in the same job classification, and will receive a similar schedule of hours per week as was being received in the former location.

 - 2. In the event of the closure or rehab of a facility, the Employer agrees that affected employee(s) will be offered positions where openings exist in other scheduling groups in the same job classification, at the bottom of the seniority list of the work status which the employees held in the previous location, in lieu of lay-off. In the absence of openings in other scheduling groups in the same job classification, employees may be offered hours in another classification at the applicable rate (higher or lower) of pay and will not lose seniority in their higher statused classification.

Request to Return to Prior Job Classification - Temporary

3. In the event of a closure, rehab, or significant change in the hours of operation, the employer agrees that a Regular employee may submit a written request to the Employer to elect to return to their previously statused job classification and rate of pay applicable to that classification on a temporary basis, utilizing their previous seniority date within or outside of their current scheduling group. The Employer will review such request and make a determination at its sole discretion.

A Regular Full Time or Casual Regular employee, who has been approved by the Employer to return to their previously statused job classification and rate of pay applicable to that classification on a temporary basis, shall do so during the next applicable scheduling period.

Request to Return to Prior Job Classification - **Regular**

On a one time basis, the Employer agrees that a Regular employee may submit a written request to return to his previously statused job classification and rate of pay applicable to that job classification on a permanent basis. The Employer will review such request and make a determination at its sole discretion.

An employee who is approved by the Employer to return to his previously statused job classification and rate of pay applicable to that job classification on a permanent basis shall do so during the next applicable scheduling season or scheduling period, respectively.

- K. The principles of seniority shall be considered in the selection of working leads and general leads. However, the final selection shall be at the discretion of the Employer.
- L. Employees on layoff for twelve (12) months or less who are recalled will maintain their seniority date and their continuous service date for purposes of Employer benefits.
- M. Conversion from Casual Temporary to Regular Status.
1. The summer season is deemed to begin on the Sunday prior to Memorial Day weekend and ends on the Saturday following Labor Day weekend.
 2. The Christmas season is deemed to begin on Monday two (2) weeks preceding the week which contains Christmas Day (December 25th), and ends on the Sunday following New Year's Day (January 1st).
 3. The Spring Break season is deemed to begin two (2) weekends (Friday, Saturday and Sunday) preceding Easter Sunday and ends on the next Sunday that follows Easter Sunday. The two (2) weeks preceding Easter Sunday shall be available to be counted towards eligibility for attaining a higher group classification.
 4. An employee who is hired on a Casual Temporary status shall either be laid off not later than the ending of the summer season or shall be converted to Regular status the next following week, unless worked under the provisions of paragraph 6 below as, a Casual Temporary.
 5. A Casual Temporary employee, who is converted to Regular status, shall receive a seniority date which is identical with his or her conversion date.
 6. Casual Temporary employees shall be defined as those hired primarily to supplement the Regular personnel during the Christmas, Easter, and summer seasons, or when Regular personnel are not available at straight time hours. Casual Temporary employees shall not be used to circumvent promotion into Regular job openings.
- N. Scheduling Groups utilized for Scheduling purposes referenced below.

Scheduling Group 1 ODV:

Outdoor Vending sells from various stationary or mobile wagons/carts throughout the Parks selling a variety of food or merchandise items.

Scheduling Group 2 QSRs Food Courts/Buffeteria:

Quick Service Restaurants include food court “scramble” system, buffeteria dining, fast food facilities, fruit carts and permanent minor food locations.

Scheduling Group 3 Table Service:

Sit down restaurants with wait staff.

Scheduling Group 4 Park Banquets

Banquets DCA

Banquets DLP

Scheduling Group 5 – Area Chefs and Assistant Chefs

Scheduling Group 6 – Club 33

- O. Receivers and Receiver Assistants when working or trained in that capacity, may be scheduled across scheduling groups based on job knowledge, on a temporary basis to fill for vacations and while filling an open position. This excludes Banquet Receiver, Banquet Receiver Assistants and ODV Internal Receivers.

SECTION 21 COLLEGE PROGRAM

- A. Work Status - Disneyland Resort College Program employees will be statused as Casual Regular employees under the Agreement. However, this Disneyland Resort College Program section of the agreement will take precedence over any Casual Regular terms and conditions set forth in this agreement where there is an actual difference in Casual Regular terms and conditions of employment. All other terms and conditions contained in the agreement pertaining to Casual Regular employees will remain in effect and apply to Disneyland Resort College Program employees.
- B. Rate of Pay - An employee working under the Disneyland Resort College Program will be paid the Regular Start Rate of the applicable job classification during the duration of their entire program.
- C. Hours Worked - The Employer will schedule College Program employees based on business needs and availability of the College Program employee.
- D. Seniority - Any and all employees working under the Disneyland Resort College Program will have a scheduling seniority date of three (3) years prior to the start date of the college Program in which they are enrolled.
- E. Seniority after completing the Disneyland Resort College Program - A
Disneyland Resort College Program employee who completes the Program may apply for either a Regular Full-Time or Casual Regular position. If selected for a

Casual Regular position, the employee will be given a new scheduling seniority date based on his or her College Program hire date. If such employee is selected for a Regular Full Time position, his/her seniority date will be based on the date of the conversion to Regular Full Time.

- F. The Employer will not hire or utilize College Program employees in tipped positions.
- G. Such College Program employees will be placed equitably across the Food and Beverage line of business.
- H. The Employer and the Union further agree that the total number of participants shall not exceed four percent (4%) of the total number of employees within the bargaining unit per College Program.

SECTION 22 JURY SERVICE

- A. Whenever a Regular status employee covered by this Agreement is summoned for Jury Service and makes prompt application to his or her Department Head and is directed to the Human Resources Department and is then excused from regularly scheduled work and reports for Jury Service and furnishes the Employer with a certification of Jury Service, signed by an official of the court reflecting Jury pay received, the employee shall be paid the difference between Jury pay received and the amount he or she would have normally received for his or her regularly scheduled shift at his or her regularly scheduled straight time hourly rate as provided below.
- B. Any employee who is called for Jury Service and loses time from work, but is not accepted, released or his or her services are terminated, must report to his or her job promptly, provided that four (4) hours or more of work time remains on his or her regularly scheduled shift when called to Jury Service in Orange County Courts, and provided that four (4) hours or more of work time remains on his or her regularly scheduled shift when called to Jury Service in Courts outside of Orange County.
- C. An employee who is working on either the second or the third shift at the time of receiving official notice to report for active Jury Service shall promptly notify his or her supervisor of the fact. The employee shall then, as soon as possible, be temporarily rescheduled to work on the first shift for the duration of his or her period of Jury Service. When an employee is notified that his or her Jury Service obligation has expired, he or she shall promptly notify his or her supervisor of the fact. At least eight (8) hours of non-work time shall elapse between the old and the new shift.

- D. Jury Service pay shall not exceed twenty (20) working days in any one (1) calendar year.
- E. The Employer reserves the right not to excuse any eligible employee for Jury Service when such employee's services are needed by the Employer because qualified replacements are not available or the employee's absence would result in a hardship to the Employer, if the Employer can get the employee excused from Jury Service.
- F. Any eligible employee who is selected to serve on a trial that requires the employee to be in court Monday through Friday shall, if the employee so requests with three (3) days prior notice, be allowed to take either Saturday or Sunday as an authorized day off without pay. The selection of which day is allowed off shall be determined by the Employer based upon the need for the employee's service.

SECTION 23 SICK LEAVE

I. Regular Full-Time

- A. Each Regular Full-Time statused employee will accrue, from the beginning of his/her employment, credits toward sick leave in accordance with the formula below of paid hours as described hereinafter, and **on or** after the first ninety (90) days of employment, Regular Full-Time employees will be entitled to use accrued sick leave. Upon completion of the aforementioned requirements, **the formula for accrual will be one (1) hour of sick time accrued for each thirty (30) hours paid or a fraction thereof**, up to a maximum of fifty-six (56) hours in any twelve (12) month period. Sick leave benefit may be used at any time after accrual without regard to the anniversary year.
- B.
 - 1. Unused sick leave may be accumulated up to a maximum of two hundred (200) work hours. Subject to the amendment outlined in the next following paragraph, sick leave may be used only for absences due to illness or injury (or other reasons for which employers must provide sick time under State law), except that upon termination a Regular Full-Time employee with unused sick leave credits will be paid all such credits at the employee's regular straight time rate. Employees will not be entitled to sick leave pay for illness occurring during vacation or on days on which they are not scheduled to work.
 - 2. An eligible Regular Full-Time employee who accrues in excess of two hundred (200) hours of unused sick leave will, when requested, be granted additional paid vacation hours equaling the amount of excess hours. Sick leave credits will be accrued on a floating calendar year basis.
 - 3. Upon the request of an eligible employee, the Employer shall provide for payment of up to all accrued Sick Leave in excess of ninety-six (96) hours on an

annual basis. Such request for payment will be accepted two times (2x) per calendar year during any payroll week of the calendar year.

- C. Eligible employees who have accrued sick leave may, upon approval of their immediate supervisor, utilize sick leave as personal days off or to care for an ill or injured dependent.
- D. **In the event a Cast Member drops from Regular Full Time, the Employer will pay out all accrued sick leave hours at the time of conversion.**

II. Casual Regular/Casual Temporary

- A. **Sick leave will be provided to Casual Regular/Casual Temporary employees in accordance with local, State and/or Federal law.**
- B. Casual Regular/Casual Temporary employees who accrue sick leave will not be eligible for a payout of any unused sick leave accrued upon separation or at any other time.
- C. Casual Regular/Casual Temporary employees may only use sick leave for absences due to illness or injury, to care for an ill or injured dependent or other reasons for which employers must provide sick time under State law.

III. General Provisions

- A. Sick leave will be paid for the number of hours in the employee's regularly scheduled shift at the time the sick leave was taken, except as set forth in paragraph C of this Subsection. "Continuous Service" for the purpose of this Section shall be computed in the same manner as for vacation.
- B. In order to receive Sick Leave pay, an employee must file a request on the appropriate form and submit it to his or her Supervisor. If five (5) or more consecutive regularly scheduled shifts of sick leave are applied for, the Employer may request a physician's written statement certifying the nature and length of the illness, any limitations of work and length of limitations, and if so requested must accompany the request for sick leave pay. The Employer may require proof of illness in any case if it desires and an employee not furnishing such proof will not be entitled to sick leave pay.
- C. In the event an employee incurs a non-occupational illness while at work and is released from their shift, the employee may apply under the provisions of Subsection B above, for sick leave pay covering the unworked balance of his or her regularly scheduled shift.
- D. Sick leave benefits as outlined herein shall be paid to eligible employees until such time as State Disability or Worker's Compensation benefits begin. When State

Disability or Worker's Compensation benefits begin, any accrued sick leave benefits shall be integrated with State Disability or Worker's Compensation benefits, paying the difference between State Disability or Worker's Compensation benefits, and the employee's full wages for time missed from work until such time as the employee has been released from Disability and returns to work or until such time as the sick leave benefits have been used up, whichever occurs first.

SECTION 24 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 are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this 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.

SECTION 25 JOB CLASSIFICATIONS

Additional job classifications may be added to this Agreement by mutual consent of the parties signatory hereto.

- A. The parties recognize that it is very difficult to specifically define and limit the duties and responsibilities of each job classification as overlap has existed between the duties and responsibilities of one job classification and another.
- B. The Union and the Employer have agreed to try and generally define the duties and responsibilities of the job classifications listed in Section 35 without attempting to alter the historical overlap of duties and responsibilities that exist between the various job classifications and the Employer's ability to make some modifications in the referenced job descriptions consistent with Section 4, Management's Rights, and the established past practice of the parties. The Employer further agrees that this agreement shall not be used to expand its right to make modifications in job assignments and the Union agrees that this agreement shall not be used to limit the Employer's right to make modifications in job assignments.
- C. Therefore, the Union and the Employer have attempted to generally define below the duties and responsibilities of the job classifications listed in Section 35 with the understanding that any employee may perform the duties of any other employee receiving a lower rate of pay provided that he shall be paid according to his regular rate and that a lower paid classification employee must be performing the essential elements of the higher paid classification, and not just the duties and responsibilities that historically overlap job classifications at Disneyland, in order to be eligible to be compensated at the higher job classification rate of pay.

1. Summary of Duties – Area Chef

Supervises, coordinates, and participates in activities of cooks and other kitchen personnel engaged in preparing and cooking foods in quick service restaurants, food courts, buffeterias, table service, or other establishments in accordance with all established sanitation and HACCP procedures. Estimates food consumption and **may participate in the requisitioning or purchasing of** foodstuffs. Checks foodstuffs and supplies for quality and quantity. Selects and develops recipes. Supervises personnel engaged in preparing, cooking, and serving meats, sauces, vegetables, soups and other foods.

2. Summary of Duties – Chef

Directs Working Leads, Dinner Cooks, Order/Grill Cooks and General Food Preparation employees, at key production stations in the preparation, portioning and garnishing of all food items. Assists in daily production of product using advanced culinary technical skills such as braising, baking, roasting, (oven or rotating spit) and high-level skillet/sauté work. Creates seasonings, cures, and rubs. May bone, and clean shellfish, cut, trim, or grind meats, fish, or poultry. Assists with the training of new personnel. Ensures proper rotation of product, proper food cost control, and high standards of sanitation. Must demonstrate ability to present and discuss menu item preparation with location Cast and Guests. Ensures station and equipment is clean and practices all HACCP procedures.

3. Summary of Duties – Signature Restaurant Demi Chef

Cooks at key production stations in the preparation of meats, fish, and poultry by braising, baking, roasting, (oven or rotating spit) and high-level skillet/sauté work required in a four (4) star fine dining restaurant. May prepare sauces “a la minute” using advanced sauce preparation techniques. Prepares confits and compotes. Creates seasonings, cures, and rubs. May bone, and clean shellfish, cut, trim, or grind meats, fish, or poultry. Must demonstrate advanced culinary technical skills required in food preparation and use of kitchen equipment. Must demonstrate ability to present and discuss menu item preparation with Dinner Cooks, Order/Grill Cooks and Guests. Ensures station and equipment is clean and practices all HACCP procedures.

4. Summary of Duties – Dinner Cook

Prepares, seasons, and cooks stocks, soups, sauces, meats, vegetables, desserts and other foodstuffs for consumption in restaurants. Reads menu to estimate food requirements and procures it from storage. Adjusts thermostat controls to regulate temperature of ovens, broilers, grills, roasters and steam kettles. Formulates and prepares complex recipes, including bakery/pastry recipes and high-end specialty desserts for banquets and fine-dining restaurants. Measures and mixes ingredients according to recipe, using variety of kitchen

utensils and equipment, such as blenders, mixers, grinders, slicers, and tenderizers, to prepare soups, salads, gravies, desserts, sauces, and casseroles. Bakes, roasts, broils, and steams meats, fish, vegetables, and other foods. Adds seasoning to foods during mixing or cooking according to personal judgment and experience. Observes and tests food being cooked by tasting, smelling, and piercing with fork to determine that it is cooked. Carves meats, portions food on serving plates, adds gravies, sauces, and garnishes servings to fill orders. Responsible for checking and maintaining proper temperatures throughout preparation, cooking, holding and serving of food items. May direct other cooks and kitchen employees. May wash, peel, cut and shred vegetables and fruits to prepare them for use. May cut and trim meat, chicken, fish and shellfish prior to cooking. May create intricate, specialty hors d' oeuvres (garde manger work) for high-end banquets and fine dining. Cleans kitchen equipment and practices all HACCP procedures.

5. Summary of Duties – Boudin Baker (8 hr. min.)

Formulates and prepares complex recipes, including bakery/pastry recipes. Measures and mixes ingredients according to recipe, using variety of kitchen utensils and equipment, such as blenders and mixers. Creates bread at the Boudin Bakery using Mother Dough. Cleans kitchen equipment and practices all HACCP procedures.

6. Summary of Duties – Order/Grill Cook

Prepares, **fries, grills, broils, sautés** and cooks items such as eggs (any style), pancakes, meats, fish, poultry, vegetables, **hamburgers/sandwiches and french fries**. Examples of kitchen equipment include but are not limited to the use of gas range, electric range, broiler, deep fat fryer, serving table, refrigeration, griddle, skillets and other standard kitchen equipment. Cleans kitchen equipment and practices all HACCP procedures. Responsible for ensuring food is cooked to proper standards.

7. Summary of Duties – General Food Preparation

Prepares, measures, mixes (following recipes) and/or cooks and garnishes basic appetizers (hot/cold), salads, pastas, sandwich fillings, Mickey waffles, and other food items. May prepare hamburgers utilizing broilamation equipment. May wash, peel, slice, scoop, dice, and julienne vegetables and fruit. May carve and slice meats, cheese, breads, and bread boules. Portions and arranges food on serving dishes and is responsible for portion control and plate presentation. May prepare sandwiches to individual order or on a production line basis. May cook, mix, and/or season ingredients to make dressings, sauces, gravies, batters, fillings and spreads. May steam hot dogs, prep and cook pizzas, turkey legs, and tamales. Responsible for ensuring food is cooked to proper standards. Cleans kitchen equipment and practices proper sanitation procedures. Responsible for

HACCP, Sanitation and Safety, Food Quality and Presentation and practices proper Portion Control and Food Assembly. Equipment: Examples include but are not limited to the use of toasters, pasta cookers, mixers, vats, steam tables, ovens, steamers, stoves, meat slicers, food processors and other standard kitchen equipment.

8. Summary of Duties – Pastry Chef/Head Baker (8 hr. min.)

Creates and designs specialty desserts, show pieces. Leads cake decorating for banquets. Decorates cakes and pastries using decorative icing, sugar ornaments and/or decorative figures. Acts as food stylist for banquets and specialty restaurants. Able to present and discuss specialty pastry/cake designs. Role models technical skills required for baker/pastry culinary production. Creates complex formulations using innovative production techniques.

9. Summary of Duties – Pastry Cook/Baker (8 hr. min.)

Provides basic production support. May prepare and bake cookies, pies, cakes, breads, pastries, brownies, rolls, muffins and biscuits according to recipe. Finishes desserts and pastries by glazing, dipping, topping. Fulfills responsibility of baker. May replenish bakery displays. Measures ingredients, using measuring cups and spoons. Mixes ingredients to form dough or batter by hand or using electric mixer. Cuts dough into uniform portions with knives or divider. Molds dough into loaves or desired shapes. Places shaped dough in greased or floured pans. Spreads or sprinkles topping, such as jelly, cinnamon, and poppy seeds on specialties. Places pans of dough in proof box to rise. Inserts pan of raised dough in oven to bake, using peel. Adjusts drafts or thermostatic controls to regulate oven temperature. Removes baked goods from oven and places on cooling rack.

10. Summary of Duties – Food Service Worker

Dishes up and presents food to guests in buffeteria restaurants, food courts, and quick service locations. Serves salads, entrees, accompaniments, and prepares beverages. Assembles, portions, and packages all products as required. (e.g. places burgers in baskets, ladles chowder into bread boules. Stocks serving line with food and serving supplies. Prepares and serves ice cream dishes such as ice cream sundaes, sodas, malts, shakes, banana splits, and freezes using pre-approved recipes. May make waffle cones. May top pies, cakes, pancakes, and waffles as well as prepare fresh fruit orders. Cleans serving line and beverage equipment and maintains work area. May work in an exterior position to greet Guests, take orders and/or direct Guest flow. Works at the entry area of the table service and Character dining restaurants to greet Guests, direct Guest flow and process Priority Seating arrangements. Seats Guests and presents menus and spiels appropriate restaurant information. Maintains the cleanliness of the

podium and lobby, monitors and replenishes supplies and completes assigned work as necessary.

11. Summary of Duties – Cashier

Receives cash, credit card drafts and other forms of payment from guests or employees in payment for food and records amount received using a cash register, cash apron, or cash box. Picks-up and verifies cash fund, records charge drafts. May sell food or other items using a stationary or mobile cart, or may circulate among guests vending directly. Receives monies and balances sales to inventory. Returns change and issues receipts, and reconciles cash fund at the beginning and end of shift. May cook, prepare, and portion snack items in Outdoor Vending. May be responsible for stocking, restocking, and cleaning. Practices proper sanitation and HACCP procedures.

12. Summary of Duties – Busser

A Busser primarily arranges, cleans, sanitizes, and maintains items in the Front of House (FOH)/ "Onstage" dining areas such as tables, chairs, trash cans, liners, umbrellas, Guest control ropes, and stanchions. Pre-busses tables, gathers and transports dirty trays, plates, and silverware to the dishroom area in quick service restaurants, food courts, and buffeterias. Maintains the cleanliness of all restaurant areas as assigned. Sweeps and mops floors. May maintain restaurant backstage areas. May maintain the cleanliness and replenish fountain beverage and condiment stations. May assist with controlling Guest flow at locations. Breaks down cardboard and may operate cardboard baler. Maintains bussing equipment. May clean and polish surfaces. May perform high dusting tasks. Performs any combination of the following duties to maintain work areas, restaurant equipment and utensils in clean and orderly condition: Segregates and removes trash and garbage and places it in designated containers; Scrapes food from dirty items and may place them in the dishwashing machine; May clean equipment; May clean and sanitize areas involving human waste products; May operate a pallet jack or tow vehicle to exchange trash packer bins if authorized to do so; And practices proper sanitation procedures, ensures chemical usage is appropriate.

13. Summary of Duties – Steward

A Steward primarily cleans, sanitizes, and maintains items, such as trash cans and liners, in the Heart of House (HOH)/"Backstage" Kitchen/dishwashing areas and supports kitchen staff. May gather and transport dirty trays, plates, and silverware to the dishroom area. Maintains the cleanliness of all kitchen areas as assigned. Sweeps and mops floors. May maintain restaurant backstage areas. Breaks down cardboard and may operate cardboard baler. Performs any combination of the following duties to maintain kitchen work areas and restaurant equipment and utensils in clean and orderly condition: Segregates and removes trash and garbage and places it in designated containers; Washes pots, pans, silverware, and trays; Scrapes food from dirty items and washes them by hand or places them in the dishwashing machine; May clean kitchen equipment; May clean and sanitize areas involving human waste products; May operate a pallet jack or tow vehicle to exchange trash packer bins if authorized to do so; And practices proper sanitation procedures, ensures chemical usage is appropriate and maintains temperature in the sink and dish machines.

14. Summary of Duties – Receiver Assistant

Assists Receiver by helping inspect, weigh, unload, and distribute all food and non food supplies. Assists Receiver in maintaining stock levels by dating, rotating and properly storing food and non food items. Cleans, stocks, and organizes all storage and refrigeration areas. Assists in completing production and spoilage records as required.

15. Summary of Duties – Receiver (8 hr. min.)

Receives and signs for all food supplies. Verifies by inspection, weighing, and taking temperatures to ensure proper quality and quantity of all products received. May unload and distribute all supplies. Maintains stock rotation and dates all items. Orders and maintains stock at appropriate levels. Completes all related paperwork and ensures timely distribution to appropriate locations. Maintains food costing system and completes food inventories utilizing a computer food management system. Cleans, stocks and organizes all storage and refrigeration areas, as well as monitors refrigerators and freezers for proper temperatures. May maintain food production and spoilage records while on duty. Reconciles returns and maintains spoilage records.

16. Summary of Duties – Tipped Benefit Rate*

*Classification used for the purposes of payment of vacation, holiday, report pay, and sick leave benefits for eligible tipped employees as per SECTION 16: TIPPED EMPLOYEES; TIPS, GRATUITIES, ETC.

17. Summary of Duties – Door Captain

Assigns Guests to open tables and coordinates dining room table inventory. May receive guests and conducts or has hostess conduct them to tables. May describe or suggest food or beverage items. May take and process Priority Seating arrangements. May bus and set tables.

18. Summary of Duties – Waithelp

Those who serve the public food and beverages at counters, tables or booths. They may also set tables and/or seat guests. Completes assigned side work as necessary such as polishing silverware, folding/rolling napkins, filling condiment caddies, cleaning beverage side stations and incidental delivering of merchandise or photographs and all other non-food/beverage related items related to the Guest dining experience (such items will not be added to the Guest check), but shall do no porter work such as mopping or deep cleaning. There is no intent to change the current practice in regard to items that appear on the food/beverage Guest check.

19. Summary of Duties – Bartender

May prepare and/or serve alcoholic and nonalcoholic drinks following standard recipes. Mixes ingredients, such as liquor, **beer, wine, mead, sake, cider**, soda, water, sugar, and bitters, to prepare cocktails and other **specialty beverages**. **Pours and serves** wine and/or draught or bottled beer. **May collect money and perform duties at each location as assigned**. Orders or requisitions liquor and supplies. Places bottled goods and glasses to make attractive display. When working Park Banquets, sets up bars with tables, linen, glassware, napkins, fruit and garnishes. May slice and pit fruit for garnishing drinks. Practices proper sanitation procedures.

20. Summary of Duties – Bushelp (Tipped)

Performs any combination of the following duties to facilitate food service: Carries dirty dishes from dining room to kitchen. Replaces soiled table linens and sets tables with silverware and glassware. Replenishes supply of clean linens, silverware, glassware and dishes in dining room. Makes coffee and fills fruit juice dispensers. Cleans floors. Assembles food order, sets up food order to be taken to the dining room and/or carries food order from the kitchen to the dining room.

21. Summary of Duties – ODV Stocker/Steward

Transports inventory from storage area to carts. Reconciles all inventory delivered to Cast. Transports dirty dishes to the dishroom area. May use tugger tractor following all proper vehicle and safety procedures to transport outdoor vending carts from on-stage to back-stage if authorized to do so. Cleans carts

and equipment. Sweeps and mops floors. Segregates and removes trash and garbage and places it in designated containers. Washes dishes using a three compartment sink. Cleans kitchen equipment and practices proper sanitation procedures, ensures chemical usage is appropriate and maintains temperature in the sink. Completes production and spoilage records as required.

22. Summary of Duties – Maintenance Coordinator

Works as a liaison between Facilities and locations needing repairs where assigned. Inspects carts and facilities to determine necessary maintenance and repairs. Enters work orders into Maximo system and follows up on progress with Facilities.

23. Summary of Duties – Banquet Captain

Reviews Banquet Event Orders (BEOs) for event information detail and conducts daily pre-event briefings with the Banquet staff. Coordinates the timing of food service. Under the direction of a manager, deploys Cast to execute food and beverage service logistics during the banquet function according to established standards. Responds to Guest and Meeting Planner requests and partners with other departments as necessary. Closes operation of assigned events. Completes staff time and attendance recording. Documents banquet event activity and closes banquet checks in the Catering/Convention tracking system.

24. Summary of Duties – Banquet Help

Sets tables and buffets, planning linen, plates, silverware, glassware and accoutrements. Completes assigned side work as necessary such as polishing silverware, folding/rolling napkins, filling condiment caddies, sets up all side stations and buffets. May greet Guests, collect tickets and control Guest flow. Takes and delivers Guest food and drink orders at Park banquets, breakfast, luncheons, dinners and receptions. Has comprehensive knowledge of the menu. Replenishes food and refreshment during the event from onstage and/or backstage lay down area or kitchen. Maintains all buffets and cleaning of the event and pre-busses tables and buffets. Transports dirty trays with plates to stewarding/scullery area. Replenishes supplies and liquor as needed during service, assists the bartender with maintaining the cleanliness of the bar area during service. May assist Guest with placement of event materials and/or other favors at Guest place settings or seats. Assists with clean-up after a function including miscellaneous items remaining in an event area at conclusion of events. Assists with the breakdown of bars at the end of service, may sweep, mop, and/or perform general cleaning on event areas excluding deep cleaning of event areas. Will not do any major breakdown.

25. Summary of Duties – Houseman

Assists kitchen staff with transport of all food product/food stuffs to and from the event area. Gathers all necessary materials/equipment for event operations. Segregates and removes trash, garbage, and cardboard from kitchen or prep area. Maintains and operates Park Banquet vehicles. Stages plates, silverware, glassware and all table accoutrements for event in designated lay down area and linen. Obtains, assembles and arranges tables and chairs according to the BEO. Keeps all event spaces, storage areas, foyers and service areas clean and organized. Handles all scullery concerns, ensuring china, silverware and glassware are returned to proper dish machine area. Completes stock and spoilage records as needed. Counts, sorts and organizes linen and other banquet supplies (tables, chairs, etc.) Banquet Houseman will be tipped during an event period and be paid at the Banquet Houseman tipped rate as described in Section 16, Tipped Employees; Tips, Gratuities, etc. Part C, Park Banquets and Section 35, H6 Any hours worked outside the event period will be paid a non-tipped rate as outlined in Section 35, H6, Hourly Classification and Rate Schedule Premiums.

26. Summary of Duties – Inventory Controller

Counts and records inventory in storage areas at opening and closing. Loads or stages opening stock for carts. Maintains Master Issue Sheet and delivery paperwork and accounts for all inventory issued during the day. May attend the changeover on carts to facilitate an accurate inventory count. Reconciles returns and maintains spoilage records. Cleans, stocks and organizes as assigned, as well as monitors for proper temperatures.

- D. All employees in all job classifications may be required to clean and prepare work areas in their respective locations, as necessary, except as specifically prohibited elsewhere in this agreement.
- E. Additional job classifications may be added to this Agreement by mutual consent of the parties signatory hereto.

SECTION 26 SAVINGS CLAUSE

This Agreement constitutes the entire Agreement between the parties, and the Employer shall not be required to negotiate on any subject matter not covered by this Agreement.

SECTION 27 SHOP STEWARD

- A. The Union shall have the right to designate Shop Steward(s). At no time will the total number of shop stewards exceed more than one percent (1%) of total bargaining unit size rounded down or one hundred (100) shop stewards whichever is less. The Local Union shall, in writing, notify the Labor Relations office of the Employer as to the identity of the designated Shop Steward(s). The Shop Steward(s) shall have the right to receive, and investigate, but not to create complaints or differences and to discuss and assist in the adjustment of the same with the appropriate Supervisor. The Employer will not discriminate against the Shop Steward(s) in the proper performance of his Union duties provided that such duties do not unreasonably interfere with his regular work or with the work of other employees. He shall not leave his work station without first notifying his appropriate Supervisor of his intent, the reason therefore, where he can be reached, and the estimated time he will be gone.
- B. Where the complaint or difference involves more than one employee, it must be presented to Management by the Shop Steward(s) alone for the employees involved unless presented outside of regular working hours, or unless the Division Head involved gives permission for other employees to attend such presentation.
- C. The Employer agrees upon discharge of an employee, to promptly provide electronic notice only to the Union in writing. The Employer will notify the Union in the event of the layoff or discharge of a Shop Steward in advance of the termination if possible.
- D. An employee may insist that a Shop Steward be present during the investigatory conference with supervision.
- E. The Employer will provide a Union Representative the opportunity to be present at new employee orientations for bargaining unit employees for the purpose of distribution of Union literature which shall be reviewed by the Employer prior to distribution. A Union Representative present at new employee orientation will be given the opportunity following orientation to respond to questions by new employees regarding Union membership. Union Representatives present at new employee orientation shall not be on paid Employer time.
- F. Any employee who accepts a position with the Union as an official, other than a shop steward under this Agreement, will be terminated, but shall be entitled to return to their former position with no loss of seniority if they return to their former position within fifty-two (52) consecutive payroll weeks from the date of accepting such position with the Union. For example, if an employee is terminated under this section (27 F) & returns to their former position within fifty-two (52) weeks from their date of termination, he/she would be entitled to their former position and their former seniority.

SECTION 28 VARIED WORK CONDITIONS

- A. Combination Jobs - Except as hereinafter set forth, when an employee occupies a position combining two or more classifications in any day, he shall be paid at the rate of pay for the highest classification worked for that day as follows:

If the employee works in the higher paid classification for up to one-half of his scheduled shift, he shall receive the higher rate of pay for one-half of his scheduled shift.

If the employee works in the higher paid classification for more than one-half of his scheduled shift then he shall receive the higher rate of pay for his entire scheduled shift.

The provisions of this Section shall not apply to employees who spend two (2) hours or less per day relieving workers in a higher paid classification for lunches and breaks.

When working in Park Banquets with an event period, this Section will not apply to those employees working a portion of their shift in a tipped position.

- B. Other Duties - Any employee may perform the duties of any other employee receiving a lower rate of pay, provided that he shall be paid according to his regular rate, unless the employee waives this right by requesting and being approved for a shift change to a lower paid classification, at such time said employee will be paid the lower rate of pay.

- C. Relief Employees - A relief employee shall be deemed one who is employed to relieve and do the full duty of a regular employee on the latter's day off or during vacation, and such relief employee shall be paid at the scale of wages as herein set forth for the particular classification that he relieves.

- D. Miscellaneous

1. The Union party to this Agreement agrees to cooperate fully with the Employer to assist the Employer in meeting its obligations as imposed by the S.C.A.Q.M.D. (So. Calif. Air Quality Management District), and agrees to consider the implementation of suggested methods which would enable the Employer to meet such obligations.
2. **The Company may implement safety and wellness initiatives and/or other programs contributing to the health and well-being of employees. Upon request, the Company will bargain over the effects on working conditions, if any, caused by such implementation.**

- E. Parking - In the event that the Employer requires employees to park at a designated parking lot where the Employer provides a “shuttle” service to transfer employees from the designated parking lot to the work place, the employees shall not be held responsible for any tardies that occur as a result of the “shuttle service” having a mechanical breakdown, malfunction, becoming non-operational due to driver negligence, or other reasons beyond the control of the employees after boarding the shuttle.

SECTION 29 POLITICAL ACTION COMMITTEE (PAC) FUND

The Employer shall deduct and transmit to the Treasurer of the Union’s designated TIP Campaign Committee the amount of contributions specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the TIP Campaign Committee. These transmittals shall occur no later than the fifteenth day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Employer’s costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Employer shall send these transmittals and this list to the Union’s designated TIP Fund.

SECTION 30 BEREAVEMENT LEAVE

- A. A Regular stasured employee bereaved by the death of a member of their immediate family may be granted time off with pay for time necessary to make arrangements for, travel to and from the location and attendance at the service.
- B. The deceased must have been a spouse, qualified domestic partner, child, parent (biological, adoptive, step, or foster parent), grandchild, step-child, sibling, grandparent or parent-in-law. If a closer than normal relationship or responsibility existed between the employee and a relative other than those named, consideration will be given toward payment of the bereavement benefit.
- C. Bereavement leave may be paid up to a maximum of five (5) days for each occurrence. Payment is available only for scheduled work shifts which the individual misses due to arrangements of, travel time and attendance at the service. The employee shall receive the amount of pay that he would have normally received for his regularly scheduled shift at his regularly scheduled straight time hourly rate of pay, including any shift premium and Lead pay. The relationship of the deceased and the location of the service must be noted on the request for bereavement pay status.

- D. Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused Bereavement Leave.

An employee who is on an authorized leave of absence is not eligible for Bereavement Leave.

SECTION 31 DRUG AND ALCOHOL ABUSE POLICY

- A. The Employer and the Union recognize that it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its guests 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 alcohol as follows. In implementing this Drug and Alcohol policy, the Employer and the Union encourage employees with a substance abuse problem to voluntarily come forward and seek medical treatment, as it is the goal of this procedure to offer employees the opportunity to seek treatment for substance abuse in order that they may avoid the necessity of discipline by the Employer for illegal use/misuse of drugs and/or alcohol. Notwithstanding this objective, the Employer retains the right to discipline employees who violate this policy, consistent with the above stated goals. For purposes of this Agreement, the terms "drugs" or "drug tests" shall include both drugs and alcohol, as appropriate.
- B. Bargaining unit employees will be subject to drug testing under the following circumstances:
1. Drug tests for bargaining unit employees may be required where there is an objective reasonable suspicion that an employee has an in-system presence of drugs on the job. For purposes of this Agreement, the terms "employee" or "bargaining unit employee" includes not only persons employed in positions covered by the collective bargaining agreement, but also persons being recalled into such positions.
 2. Drug tests for bargaining unit employees may be required as part of a post-mishap investigation in cases where:
 - a. The individual(s) subject to testing is directly linked to the mishap.
 - b. The mishap resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed **\$2,500**.
 - c. Testing associated with a mishap will take place as soon as possible, under the circumstances.

3. In the event that any government agency duly concerned with the Disneyland Resort advises the Employer that employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with the procedures established by this Agreement and shall not commence until the Union and the Employer have had a reasonable opportunity to discuss the impact of the government directive.
- C. An employee will not be tested under paragraph B1 above, unless his 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 of some sort while on the job site. (An objective reasonable basis would include, but not be limited to, slurred speech, unsteady gait, glazed eyes, dilated pupils, odor of alcohol, and/or erratic behavior.) Such observation will be confirmed by another member of management wherever possible.
- D. Any employee directed for testing shall be entitled to request the presence of a Union representative in pre-test meetings with management. Provided a Union representative has been requested, no specimen will be collected until the Union representative can discuss the matter with management and/or the employee. 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.
- E. Any employee who tests negative to any drug test under this Agreement (other than random tests as a follow-up to rehabilitation) shall be compensated for any scheduled hours lost, at the appropriate wage rate. Hours lost under such circumstances shall be treated as time worked for purposes of overtime premium eligibility.
- F. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. Specimen collection shall be accomplished at the laboratory facilities **certified by the U.S. Department of Health and Human Services under the National Lab Certification Program** designated by the Employer. There will be no strip searches or opposite sex observation. In the usual case, the Employer will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Employer has an objective reason to believe that the employee may attempt to contaminate a test specimen.
- G. Test specimens shall be sent only to Laboratory facilities certified by an appropriate federal or state agency. If a dispute should arise over the selection of drug test Laboratories, such dispute shall be subject to the grievance and arbitration procedure. 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. The laboratory(s) selected will make such results available to an authorized representative of the Employer and the affected employee. At the employee's request, the Manager of Labor Relations, will report test results to the Union. All samples will be tested twice. The first test may be a screening test, but positive screen test results may be confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) or an equivalent scientifically accepted method of confirmation. All final positive tests results will be reviewed by a toxicologist or a physician prior to release and only confirmed results will be reported to the Employer.

- H. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be the same as those called out in the **U.S. Department of Transportation Workplace Drug and Alcohol Testing Programs**, and may be modified whenever changed by the Department of Health and Human Services **under the National Laboratory Certification Program** as advances in technology or other considerations warrant identification of substances at other concentrations.

In the event that the Employer elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the Employer 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 shall be resolved through the Grievance and Arbitration Procedures.

- I. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the Union and follow-up re-testing at the request of the Union or the Employer. The laboratory shall endeavor to notify the Employer and the Union of positive test results within two (2) working days after receipt of the specimen. The Union or the employee may request a re-test within three (3) working days from notice of positive test result. Additionally, or as an alternative, the Union may have the sample tested at a certified laboratory of its choice. Should any test result be negative, the Employer and the Union may jointly select a third certified laboratory and have the sample tested. The results of the various tests will be considered by the Employer in determining the appropriate disciplinary action.
- J. Initial tests and re-tests requested by the Employer will be paid by the Employer; costs of re-tests for reconciliation will be split between the employee and the Employer. In the event the Employer test is proven to be a false positive, the

employee shall be reimbursed for cost of test procedures paid for by the employee.

- K. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody.
- L. When required, alcohol testing will be conducted using breath samples although blood samples may be required under exceptional circumstances. Blood samples will be taken at an appropriate medical facility. Where employees are required under this policy to submit samples for alcohol testing, the medical 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 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%, it will not automatically be presumed that this policy has been violated. 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.
- M. Test results shall be communicated by the laboratory to Health Services or **Human Resources**. The Employer 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 Health Services 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 by the affected employee.
- N. 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 consent as to particular documents personal to him, the Employer agrees to provide the Union with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this drug policy, neither the Employer 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.
- O. The employer recognizes that employees have a right to privacy and that any adverse action taken against an employee for off-duty conduct shall take into account the employee's right to privacy, the impact of the employee's conduct on

his job performance, and the Employer's image and reputation. 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 Employer will attempt to balance the employee's right to privacy in his off-duty time with other legitimate job-related concerns in weighing the contractual propriety of disciplinary action.

- P. Subsequent to the circumstances set forth in B1 and B2 above, and Q below, random drug testing of employees will be permitted only as a follow-up to rehabilitation or after disciplinary action has been imposed. Such random drug testing (not to exceed one (1) time per quarter) will be allowed for a reasonable period of time after rehabilitation or disciplinary action has been imposed, not to exceed one (1) year.
- Q. Any employee who voluntarily comes forward and/or admits to the use of drugs will not be subject to discipline, but will be referred to the Employer's Employee Assistance Program (EAP) for rehabilitation. Said employee shall be placed on a leave of absence [not to exceed the time limits as outlined in Section 18 (Leave of Absence) until his rehabilitation program is completed or until he provides medical documentation that his presence on the job will not jeopardize his own health and safety, or the health and safety of others.

SECTION 32 FOUR (4) DAY, TEN (10) HOUR PER DAY WORKWEEK

- A. The Employer shall have the right to establish a four (4) day, ten (10) hour workweek in any and all departments and/or locations as determined by the Employer.
- B. The Employer shall give employees assigned to a four (4) day, ten (10) hour workweek, five (5) days notice of such assignment. The five (5) day notice shall include the day notice is given.
- C. In assigning employees to a four (4) day, ten (10) hour workweek, the Employer will select employees, including volunteers for such assignment, utilizing the principles of seniority where skill and ability are relatively equal.
- D. All employees assigned to a four (4) day, ten (10) hour workweek shall be scheduled for three (3) days off in the workweek, at least two (2) days of which will be consecutive days off. The Employer will endeavor to schedule three (3) consecutive days off in the workweek, where possible. However, the final schedule shall be at the discretion of the Employer.
- E. All time worked over ten (10) hours in any one (1) day or forty (40) hours in any one (1) workweek shall be compensated for at the rate of one and one-half times (1½ x) the employee's regular rate, including any applicable premium rate.

All time worked over twelve (12) hours in any one (1) day shall be compensated for at the rate of two times (2x) the Employee's regular rate, including any applicable premium rate.

- F.
1. When a holiday falls on an eligible employee's (as defined in Section 14) regularly scheduled day of work, and he is not required to work on that day, and his regularly scheduled workweek consists of four (4), ten (10) hour days, he shall be paid as a holiday premium, ten (10) hours pay at his regular straight time rate of pay including any shift premium and/or lead pay for that day and that shall be considered as ten (10) hours worked for the purposes of computing overtime in that workweek.
 2. When a holiday falls on an eligible employee's (as defined in Section 14) regularly scheduled day of work and the employee works that day, he shall be paid two times (2x), if he is a Regular Full Time employee, his regular straight time rate of pay for all hours worked in that day.
 3. When a holiday falls on an eligible employee's (as defined in Section 14) regular day of rest, and he does not work, he shall receive a holiday premium of eight (8) hours pay at his straight time rate of pay including any shift premium and/or lead pay.
 4. In the event a holiday falls on an eligible employee's (as defined in Section 14) regular day off, and the employee is required to work, he shall be paid at two times (2x) his rate of pay for all hours worked.

SECTION 33 CULINARY APPRENTICESHIP PROGRAM

The Employer and the Union hereby agree to the establishment of a Culinary Apprenticeship Program as set forth below. The parties shall work with the Orange Empire Chefs Association, or another culinary apprenticeship program approved by the American Culinary Federation Educational Institute that is mutually agreed upon by the Employer and the Union. The below stated requirements shall constitute the complete agreement of the parties and the Employer shall not be required to sign any other agreements or contracts or to be bound by other contracts or other requirements not set forth herein or elsewhere in this collective bargaining agreement.

- A. Eligibility - In order to be eligible, an employee must meet the eligibility requirements set by the American Culinary Federation Education Institute and have six months of service with the Employer as a Regular employee.
- B. Job Classification - Employees selected to participate as an apprentice will be temporarily classified as a Culinary Apprentice. Such employees shall retain any seniority in their prior job classification should they return to their prior job classification.

- C. Selection - Applicant's will be considered at any time during the year and their selection shall be based upon skill, ability and qualifications as determined by the Employer. Where skill, ability, and qualifications are relatively equal among applicants, as determined by the Employer, continuous service as a regular Culinary employee shall prevail.
- D. Reimbursement - Selected employees shall pay any and all fees associated with the Program; however, such employees shall be eligible for reimbursement as outlined in the Employer's Educational Reimbursement Program.
- E. Scheduling - Apprentices must be scheduled in accordance with the Program's curriculum guidelines; however, no other employee shall suffer a reduction of hours in order to accommodate apprentices.

Additionally, the Employer may discontinue the number of apprentices in the program at any time for economic reasons. Seniority as an Apprentice shall govern in the event of layoffs. In lieu of layoff, an Apprentice may return to his/her prior job classification with no loss of seniority.

- F. Park/Hotel Cross Utilization - In order to enhance exposure and training, Disneyland apprentices may work and be cross utilized at The Disneyland Resort Hotels, and vice versa. Any employee will continue to be covered by the terms and conditions of their respective collective bargaining agreement.
- G. Incentive Schedule - Apprentices shall suffer no reduction in hourly wage upon entering the program. Apprentices shall receive an hourly increase of fifty cents (\$0.50) upon successful completion of each level until completing the Program. Should an Apprentice discontinue participation in the Program, they shall return to the appropriate wage rate in their prior job classification.
- H. Probationary Period - Either the apprentice or Disneyland may terminate the apprentice's participation in the Program, during the first four hundred eighty (480) hours of apprenticeship participation, with or without cause. After completion of the probationary period the apprentice may be terminated from the program for reasonable cause with due notice to the apprentice and a reasonable opportunity for corrective action. In the case of termination from the program the employee shall return to their prior job classification. Apprentices remain subject to all Employer policies during their apprenticeship.
- I. Termination of Participation in Program - An Apprentice who voluntarily terminates from the Employer within one year after completing the Program must refund to the Employer the reimbursement they received for any course paid for by the Employer. However, if an Assistant Chef or Chef position is not offered by the Employer, then no reimbursement is required.

SECTION 34 SUBCONTRACTING

- A. During the term of this Agreement, the Employer 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 Employer shall have the right to subcontract when:
1. Where such work is required to be sublet to maintain a legitimate manufacturer's warranty; or,
 2. Where the subcontracting of work will not result in the termination or layoff, or the failure to recall from layoff, any regular employee qualified and classified to do the work; or,
 3. Where the employees of the Employer lack the skills or qualifications or the Employer does not possess the requisite equipment for carrying out the work; or,
 4. Where, because of size, complexity, or time of completion, it is impractical or uneconomical to do the work with Employer equipment and personnel.
- B. Notwithstanding anything contained elsewhere in this Section 34 the Employer may subcontract a portion of its Disneyland Park operation on either a temporary or permanent basis as long as 90% of its operations, functions and facilities subject to this Agreement are staffed and operated according to the terms of this Agreement.
- C. It is understood and agreed that the Employer shall have the right to subcontract or outsource work performed at Disney's California Adventure and Downtown Disney. The Employer will discuss with the Union the impact of such a decision prior to engaging in such subcontracting or outsourcing work.

SECTION 35 HOURLY CLASSIFICATION AND RATE SCHEDULE PREMIUMS

- A. An employee assigned **the responsibility of directly leading other employees** shall be paid the following Working Lead premium:
1. One dollar fifty cents (\$1.50) per hour premium above the employee's individual staturesd rate of pay. If an employee is assigned to lead a higher job classification they will be paid one dollar fifty cents (\$1.50) per hour above the applicable wage rate in the same wage rate column.

Effective 120 days after ratification, Working Lead premium shall be one dollar and seventy-five (\$1.75) cents per hour, in addition to their individual staturesd base rate of pay. If an employee is assigned to lead a higher job classification they will be paid one dollar and seventy-five cents (\$1.75) per hour above the applicable wage rate in the wage rate column.

Effective September 1, 2021, Working Lead premium shall be two dollars (\$2.00) per hour, in addition to their individual stated base rate of pay. If an employee is assigned to lead a higher job classification they will be paid two dollars (\$2.00) per hour above the applicable wage rate in the wage rate column.

Working Leads are not supervisors or managers, have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

2. Employees assigned as General Leads shall receive two dollars (\$2.00) per hour above the highest classification led.
 3. Employees shall receive Lead premiums only if they are in fact assigned by the Employer to perform Lead duties. General Lead is defined as a Lead person assigned to duties which include being in charge of one or more Working Leads.
- B. Employees selected and assigned by the Employer to act as Trainers shall receive a premium of one dollar fifty cents (\$1.50) per hour, above their stated rate of pay, to be paid in one (1) hour increments. If an employee is assigned to train a higher job classification they will be paid one dollar fifty cents (\$1.50) per hour above the applicable wage rate in the same wage rate column. Employees assigned as Trainers, that are receiving a Working Lead Premium, Support Premium or the Scheduler rate of pay, shall not also be eligible for the Trainer Premium. Also, Working Leads that are leading Trainers, shall not receive the Trainer Premium in addition to the Working Lead Premium.
- C. Employees assigned as "Schedulers" shall receive the rate of pay outlined in the Hourly Classification Rate Schedule. Employees shall receive the Scheduler premium only if they are in fact assigned by the Employer to perform Scheduler duties and trained to perform the responsibilities in full. The assignment of Scheduler will not be eligible for the General Lead, Working Lead, Support or Trainer premium.
- D. Employees assigned **to other significant duties and responsibilities above and beyond those assigned to employees working in the same location(s) that do not include the responsibility of directly leading other employees, shall receive** a "Support" premium of one dollar fifty cents (\$1.50) per hour above their stated rate of pay, to be paid in one (1) hour increments. Employees shall receive the Support premium only if they are in fact assigned by the Employer to perform Support duties.
- E. Employees training as a Working Lead, Trainer, Support, etc. (any position receiving a premium for additional responsibilities) shall not be eligible to receive the premium in question, until assigned to perform such responsibilities in full.

- F. Employees working in the Receiver classification shall be exempted from the provisions and limitations of Section 28. A., Combination Jobs, and said employees shall receive payment at the Receiver rate for all hours worked in any day, even though only a portion of those hours are actually worked in the Receiver classification.
- G. **Employees selected and assigned as “QSR Specialty Beverage” within Disneyland and/or Disney California Adventure locations serving Starbucks specialty beverages shall receive a one dollar (\$1) premium for every hour worked in that assignment, following completion of all required training. This premium shall be in addition to (may be stacked with) a Working Lead or Trainer premium, if applicable. No employee performing in the “QSR Specialty Beverage” assignment will receive more than two (2) premiums at any given time, excluding shift premiums paid in accordance with Section 11 – Workday and Workweek.**

H. Wage Rates

Current non-tipped minimum rate: \$12.00	Non-tipped minimum rate effective 9/2/2019: \$15.00
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- 1.
 - a. **Non-Tipped Employee Wage Increases for Employees within the Range**

Effective 9/2/2019 to 8/31/2020* •

All current Regular non-tipped employees will receive an individual increase of \$0.25, or bring to minimum, whichever is greater.

Effective 9/1/2020 to 8/31/2021**

All current Regular non-tipped employees will receive an individual increase of 3%, \$0.50, or bring to minimum, whichever is greater.

Effective 9/1/2021 to 8/31/2022**

All current Regular non-tipped employees will receive an individual increase of 3%, \$1.00, or bring to minimum, whichever is greater.

Effective 9/1/2022 to 8/31/2023**

All current Regular non-tipped employees will receive an individual increase of 3%, \$1.00, or bring to minimum, whichever is greater.

*** If the increase would take an employee above the classification max rate, the employee will receive an increase to the max rate unless such increase results in an increase of less than 1%, in which case the employee will receive a 1% overall increase.**

****If the increase would take an employee above the classification max rate, the employee will receive an increase to the max rate unless such increase results in an increase of less than 3%, in which case the employee will receive a 3% overall increase.**

- This increase is contingent on ratification on the first vote by September 21, 2019.**

b. Non-Tipped Employee Wage Increases for Employees at or above the Max Rate

Effective 9/2/2019 to 8/31/2020 °

All current Regular non-tipped employees will receive an individual increase of 1%.

Effective 9/1/2020 to 8/31/2021

All current Regular non-tipped employees will receive an individual increase of 3%.

Effective 9/1/2021 to 8/31/2022

All current Regular non-tipped employees will receive an individual increase of 3%.

Effective 9/1/2022 to 8/31/2023

All current Regular non-tipped employees will receive an individual increase of 3%.

- This increase is contingent on ratification on the first vote by September 21, 2019.**

2. Tipped Employees

Tipped employees will only be paid at the start rate outlined in the wage rate schedule. Tipped employees are excluded from the wage rates outlined in Section H1 above.

3. The Waithelp, Banquet Help rate is currently minimum wage and will be adjusted based on any future changes in the State of California or Federal Minimum wage law.

4. In the event that no qualified candidates are identified during the posting period, a newly hired/transferred employee may be eligible for wages that exceed the established start rate of pay.

5. The Company, in its sole discretion, may increase start rates at any time during the life of the Agreement.

6. The Hourly Classification Rate Schedule sheet is attached to this Agreement.

I. Upon expiration of the collective bargaining agreement, the Company's obligation to provide wage increases of any kind will terminate.

J. The Company may continue/discontinue and/or implement hiring and/or retention initiatives at the Company's discretion.

SIGNATURE PAGE

WHEREFORE, the parties hereto have signed this Agreement this 24th day of October, 2019.

DISNEYLAND RESORT,
DIVISION OF WALT DISNEY
PARKS & RESORTS, U.S.,
INC.

WORKERS UNITED LOCAL 50

By:

Bill Pace
Director, Labor Relations
Disneyland Resort

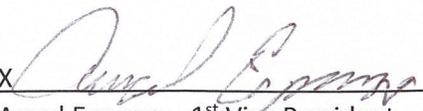
2/1/2021
Date

By:



Chris Duarte
President
Workers United Local 50

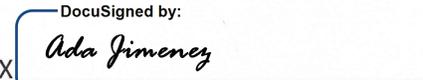
15 Jan 2021
Date

X 
Angel Esparza – 1st Vice President

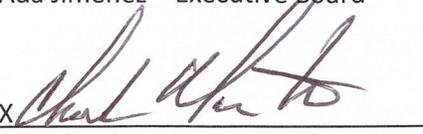
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Jose Alatorre - 2nd Vice President

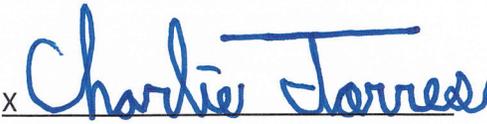
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Grace Torres – Treasurer

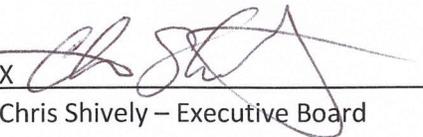
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Pedro Ocegüera – Recording Secretary

DocuSigned by:
X 
Ada Jimenez – Executive Board

X 
Adrian Davis – Executive Board

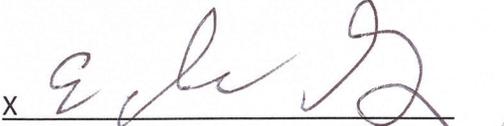
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Charles Martin – Executive Board

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Charlie Torres – Shop Steward

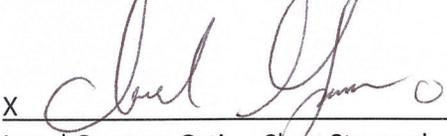
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Chris Shively – Executive Board

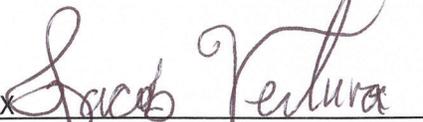
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David Shumaker – Executive Board

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Edgar Campista – Shop Steward

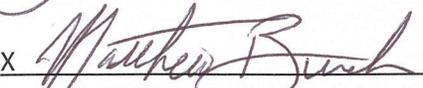
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Edward Isaac Garza – Shop Steward

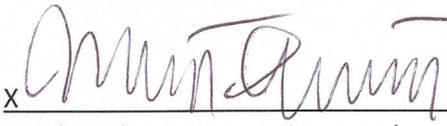
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Isabel Malpica – Executive Board

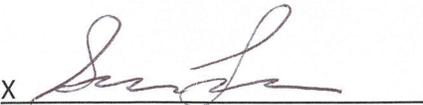
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Israel Guzman Ortiz – Shop Steward

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Jacob Ventura – Shop Steward

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Matt Grenert – Executive Board

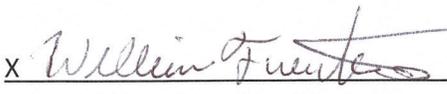
X 
Matthew Buch – Committee Member

X 
Mitch Sechrest – Executive Board

X 
Sean Layne – Committee Member

X 
Vince Oliver Sanchez – Executive Board

X 
Virginia Aguirre – Shop Steward

X 
William Fuentes – Shop Steward

Hourly Classification Rate Schedule

Non-Tipped Classifications		Eff 9/2/2019***		Eff 9/1/2020		Eff 9/1/2021		Eff 9/1/2022	
Classification Title	Min	Max	Min	Max	Min	Max	Min	Max	
Area Chef	\$23.00	\$30.00	\$23.50	\$31.00	\$24.00	\$32.00	\$24.50	\$33.00	
Bartender	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
Bar Host/Hostess	\$15.25	\$17.54	\$15.70	\$18.06	\$16.20	\$18.63	\$16.70	\$19.21	
Boudin Baker	\$18.10	\$24.65	\$18.60	\$25.40	\$19.10	\$26.40	\$19.60	\$27.40	
Busser	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
Cashier	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
Chef	\$22.00	\$29.85	\$22.50	\$30.75	\$23.00	\$31.75	\$23.50	\$32.75	
Club 33 Bushelp	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
Culinary Apprentice	\$18.10	\$24.65	\$18.60	\$25.40	\$19.10	\$26.40	\$19.60	\$27.40	
Dinner Cook	\$18.10	\$24.65	\$18.60	\$25.40	\$19.10	\$26.40	\$19.60	\$27.40	
Door Captain	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
Food Service Worker	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
General Food Prep	\$16.15	\$18.80	\$16.65	\$19.40	\$17.15	\$20.40	\$17.65	\$21.40	
Order/Grill Cook	\$17.25	\$21.70	\$17.75	\$22.40	\$18.25	\$23.40	\$18.75	\$24.40	
Houseman	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
Inventory Controller	\$15.50	\$17.83	\$15.95	\$18.35	\$16.45	\$18.92	\$16.95	\$19.50	
Maintenance Coordinator	\$16.45	\$20.40	\$16.95	\$20.81	\$17.45	\$21.23	\$17.95	\$21.66	
ODV Stocker/Steward	\$15.25	\$17.54	\$15.70	\$18.06	\$16.20	\$18.63	\$16.70	\$19.21	
Pastry Chef/Head Baker	\$18.60	\$25.00	\$19.10	\$25.75	\$19.60	\$26.53	\$20.10	\$27.53	
Pastry Cook/Baker	\$16.30	\$19.95	\$16.80	\$20.55	\$17.30	\$21.55	\$17.80	\$22.55	
Receiver	\$17.00	\$23.25	\$17.50	\$23.72	\$18.00	\$24.19	\$18.50	\$25.19	
Receiver Assistant	\$15.25	\$17.54	\$15.70	\$18.06	\$16.20	\$18.63	\$16.70	\$19.21	
Scheduler**	\$17.75	N/A	\$18.25	N/A	\$18.75	N/A	\$19.25	N/A	
Signature Restaurant Demi Chef	\$20.35	\$25.25	\$20.85	\$26.01	\$21.35	\$26.80	\$21.85	\$27.80	
Steward	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
Tipped Benefit Rate*	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	
Vendor	\$15.00	\$17.25	\$15.45	\$17.77	\$15.95	\$18.35	\$16.45	\$18.92	

Tipped Classifications

Classification Title	Eff 9/2/2019	Eff 1/1/2020	Eff 1/1/2021	Eff 1/1/2022
Banquet Captain	\$12.00	\$13.00	\$14.00	\$15.00
Banquet Help	\$12.00	\$13.00	\$14.00	\$15.00
Banquet Houseman	\$12.00	\$13.00	\$14.00	\$15.00
Bushelp	\$12.00	\$13.00	\$14.00	\$15.00
Waithelp	\$12.00	\$13.00	\$14.00	\$15.00

Note: **Casual Temporary (CT) employees will be paid the effective minimum rate.**

No Cast Member shall be paid less than Federal or California State minimum wage rate.

*** For EB purposes only**

**** Scheduler is not a classification. Displayed for rate reference only.**

***** This increase is contingent on ratification on the first vote by September 21, 2019.**

MEMORANDUM OF UNDERSTANDING

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Memorandum of Understanding
Expedited Arbitration
2019 Local 50 Negotiations

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company") and Workers United Local 50 ("Union").

During the course of the 2019 negotiations, the Company and Union agreed to the following regarding the use of an expedited arbitration process. The following outlines the Parties' agreement:

- A. In the event both parties agree, the grievance may be submitted to an Expedited Arbitration procedure after following the preliminary steps as required by this agreement.
- B. The Union and Employer shall select the arbitrator by striking from a list of seven (7) arbitrators provided by FMCS, or may mutually agree to an Arbitrator who is able to conduct a hearing within 30 days of the parties' request for his/her services.
- C. The arbitrator shall fix the date, time, and place of the hearing, to take place within ten (10) miles of the Disneyland Resort, notice of which shall be given at least 24 hours in advance. Such notice may be given orally, electronically, or by facsimile.
- D. There shall be no stenographic record of the proceedings.
- E. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties, including offers of proof, telephonic and/or video testimony, and admission of reliable evidence that may not satisfy technical rules of evidence. The arbitrator may impose reasonable time limits for each party's presentation to facilitate expeditious completion of the hearing and decision. The arbitrator shall make an appropriate record of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing to be held within seven (7) days.
- F. There shall be no post-hearing briefs.
- G. The award shall be rendered by the arbitrator at the conclusion of the hearing, and in no case will the award be rendered later than 24 hours following the conclusion of the hearing.
- H. The arbitrator must render the award in writing such as via email. The award of the arbitrator shall be final and binding upon the Union, the employee involved, and the Employer.
- I. All expenses and fees of the Arbitrator shall be borne by the party against whom the Arbitrator makes a decision.

This Memorandum of Understanding expires at the end of the term of the 2019 Workers United Local 50 Agreement.

For the Company:

 4/12/19
Bill Pace Date
Director, Labor Relations

For the Union:

 4/12/19
Chris Duarte Date
President, Workers United Local 50

Memorandum of Understanding
Mandatory Cast Scheduling out of Classification
2019 Workers United Local 50 Negotiations

This Memorandum of Understanding is between Walt Disney Parks & Resorts U.S. (“Company”) and Workers United Local 50 (“Union”).

During the course of the 2019 Workers United Local 50 negotiations, the Company and the Union agreed to the following regarding compensation for Cast Members who are mandatorily scheduled or deployed out of classification based on operational need:

In the event the Company needs to mandatorily schedule or deploy an employee out of classification, and the employee notifies the Company of a loss of tipped wages as a result:

- The Company will determine the employee’s average tipped wage rate over the previous calendar month within their stasured classification.
- The employee will be paid the difference between their average wage rate worked out of classification including tips if applicable, and their average tipped rate in their stasured classification for the previous calendar month for all hours worked outside of their classification.

This Memorandum of Understanding shall expire with the 2019 Workers United Local 50 collective bargaining agreement.

For the Company:

 6/25/19

Bill Pace
Director, Labor Relations
Walt Disney Parks & Resorts U.S.

For the Union:

 6/25/19

Chris Duarte
President
Workers United Local 50

Disneyland Resort Parks Food and Beverage Scheduling
Memorandum of Understanding
2019 Local 50 Negotiations

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. (“Company”), and Workers United Local 50 (“Union”).

During the course of the 2019 negotiations, the Company and Union agreed to the following as it pertains to scheduling work performed at the Disneyland Resort.

The Company and the Union agree that should any vacancies occur in the six (6) positions performing scheduling work for Food and Beverage employees within Disneyland Resort Parks that are presently held by non-bargaining unit employees, they shall be filled by bargaining unit employees in accordance with the terms of the collective bargaining agreement. The Company has discretion whether or not to fill such vacancies.

By the countersignature below, the Union agrees that this is the full understanding and intent of both parties.

For the Company:

For the Union:

 6/25/19
Bill Pace
Director, Labor Relations

 6/25/19
Chris Duarte
President, Workers United Local 50

Memorandum of Understanding
Release for Union Business
2019 Workers United Local 50 Negotiations

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company") and Workers United Local 50 ("Union").

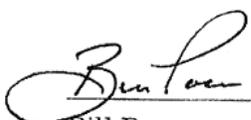
During the course of the 2019 Workers United Local 50 negotiations, the Company and the Union discussed issues related to Union requests to release employees for union business reasons. The parties agreed to:

Whenever the Union wishes to request the Company to release an employee for Disneyland Resort Local 50 union business reasons in connection with negotiations, governance, training, arbitration, and grievance representation, a designated Union business agent, at least three (3) weeks prior to the date requested, will make the request to a senior scheduling manager. Requests will be approved on business need, and will not be unreasonably denied.

Leaves consisting of less than thirty (30) days will not require the requested employee(s) to be terminated from the Company.

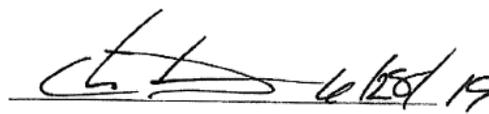
This Memorandum of Understanding shall expire with the 2019 Workers United Local 50 collective bargaining agreement.

For the Company:

 6/28/19

Bill Pace
Director, Labor Relations

For the Union:

 6/28/19

Chris Duarte
President, Workers United Local 50

Memorandum of Understanding
Hours Monitoring
2019 Workers United Local 50 Negotiations

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company") and Workers United Local 50 ("Union").

During the course of the 2019 Workers United Local 50 negotiations, the Company and the Union agreed to the following with respect to the requirements necessary to maintain Regular Full-Time health and welfare benefits and Full-Time Status:

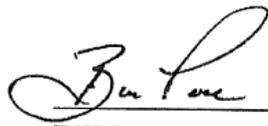
The Company will give good faith consideration to each request for an exemption to the Full-Time monitoring process. The Company will retain complete discretion with respect to the granting of exemptions.

Any unpaid authorized medical leaves, personal leaves, family medical leaves, military leaves, disability leaves, and/or workers' compensation leaves will be excluded from the monitoring period and not part of the thirty (30) hours per week calculation during the monitoring period.

Any authorized union leave, as well as approved one-day leaves up to twelve (12) days per monitoring period for union business in support of the Disneyland Resort Local 50 bargaining agreement shall be excluded from the monitoring period and not part of the thirty (30) hours per week calculation during the monitoring period once all vacation time is exhausted down to eighty hours (80).

This Memorandum of Understanding shall expire with the 2019 Workers United Local 50 Collective Bargaining Agreement.

For the Company:

 6/28/19

Bill Pace
Director, Labor Relations

For the Union:

 6/28/19

Chris Duarte
President, Workers United Local 50

Memorandum of Understanding
Employee Parking
2019 Workers United Local 50 Agreement

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. (“Company”) and Workers United Local 50 (“Union”).

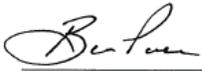
During the course of the 2019 negotiations, the Company and Union agreed to the following as it pertains to parking availability for employees who choose to drive their private vehicles to and from work.

The parties agree and acknowledge that:

- The Company does not control, direct, or require that employees commute to and from work by any particular mode or means, including by a privately - owned vehicle.
- The Company, for its employees’ convenience, has identified and made available free parking for employees who choose to use a privately - owned vehicle to commute to and from work. In some circumstances, this parking may not be available due to operational needs. When that occurs, the Company will make available free parking at the Honda Center and/or Anaheim Stadium. In those circumstances, the Company will provide eligible employees a per diem allowance of \$3.00. This per diem will be applied and paid to eligible employees consistent with the Company’s normal payroll practices.
- The Company is choosing as part of the collective bargaining process to compensate its employees for the inconvenience of remote parking, and for no other reason.

This Memorandum of Understanding will expire with the 2019 collective bargaining agreement or when the Company is no longer using parking at the Honda Center and/or Anaheim Stadium to accommodate those employees who choose to drive a privately-owned vehicle to and from work. If the above accurately reflects our agreement, please signify by signing below.

For the Company:



Bill Pace
Director, Labor Relations

8/8/19

Date

For the Union:



Chris Duarte
President, Workers United Local 50

8/9/19

Date

Memorandum of Understanding
Disneyland
Club 33 Restaurant
2019 Local 50 Negotiations

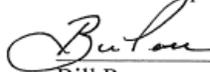
This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. (“Company”) and Workers United Local 50 (“Union”).

During the course of the 2019 negotiations, the Company and Union agreed to the following as it pertains to the fine dining restaurant, Club 33 in Disneyland Park:

1. Salaried Exempt Chef and Sous Chef roles – To further the successful fine dining experience, Club 33 will retain the role of salaried exempt level professional chefs and salaried exempt level professional sous chefs may be hired, transferred or recast at the discretion/determination of the Employer. These salaried professional sous chefs will not become part of the Local 50 bargaining unit and will engage in the below duties:
 - a. Such salaried chef/sous chefs will be hired expressly for their extensive professional cooking experience and shall also be responsible for cooking, sautéing, baking, food prepping/staging, assisting with menu preparation, management of the cooks and other workers, specializing training, cooking classes, promotional events, special events, hiring/terminations, engaged in creating policy/procedures among other salaried exempted level duties as required/determined by the Employer.
 - b. It is standard in the fine dining industry that these professional chefs/sous chefs maintain creative license by utilizing their expertise to ensure a quality dining experience, therefore it is understood by the parties that these fine dining chefs/sous chefs will engage in all aspects of preparation/ cooking/ baking/ plating/ staging processes. The parties agree that these professional chef/sous chefs will at their sole discretion engage in any part or all of the preparation, cooking, baking and staging process in order to ensure the highest quality dining experience and to utilize their expertise in these areas.
2. Job Classifications – in order to facilitate and operate a four star fine dining restaurant various job classifications are necessary. The job classifications currently utilized include Club 33 Bushelp and Signature Restaurant Demi Chef, and may include any and all other hourly role the Company determines necessary for the successful operation of this restaurant.

This Memorandum of Understanding expires at the end of the term of the 2019 Workers United Local 50 Agreement.

For the Company:


Bill Pace
Director, Labor Relations

8/29/19
Date

For the Union:


Chris Duarte
President, Workers United Local 50

8/29/19
Date

Memorandum of Understanding
Disney California Adventure
Carthay Circle Restaurant
2019 Workers United Local 50 Negotiations

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. (“Company”) and Workers United Local 50 (“Union”).

During the course of the 2019 negotiations, the Company and Union agreed to the following as it pertains to the fine dining restaurant known as Carthay Circle Restaurant (“Carthay”) in Disney California Adventure Park:

1. Qualification Skills Assessment – will be required for all identified roles in order to determine the most qualified employees for the role:
 - a. All identified hourly Carthay positions will include a pre-hire/transfer skills assessment to qualify for a role within Carthay. This includes: Carthay Bartender, Carthay Bushelp, Carthay Order Cooks, Carthay Dinner Cooks, Signature Restaurant Demi Chef, and Carthay Waithelp.
 - b. A skills assessment may be administered intermittently throughout employment to maintain high quality standards.
 - c. Order Cooks and Dinner Cooks will each be assessed in a manner that is consistent and appropriate for each individual classification’s qualifications.
 - d. Such assessments will be determined solely by the Company for each role. The Company retains its right to determine the qualifications, skills and abilities necessary for the roles identified in 1(a) above. The Company commits to avoid arbitrary or discriminatory treatment. Upon request, the Company will provide copies of the assessment to the Union.
2. Salaried Exempt Chef and Sous Chef roles – In order to achieve a successful fine dining experience, Carthay will retain salaried exempt level professional chefs and salaried exempt level professional sous chefs will be hired, transferred, recast at the discretion/determination of the Company. These salaried professional chefs and professional sous chefs will not become part of the Local 50 bargaining unit. They will engage in the below duties:
 - a. Such salaried chefs/sous chefs will be hired, transferred or recast expressly for their extensive professional cooking experience and shall also be responsible for cooking, sautéing, baking, food prepping/staging, assisting with menu preparation, management of the cooks and other workers, specialized training, cooking classes, promotional events, special events, hiring/terminations, engaged in creating policy/procedures among other salaried exempt level duties as required/determined by the Company.
 - b. It is standard in the fine dining industry that these professional chefs/sous chefs maintain creative license by utilizing their expertise to ensure a quality dining experience, therefore it is understood by the parties that these fine dining/sous chefs will engage in all aspects of preparation/cooking/baking/plating/staging processes. The parties agree that these professional chef/sous chefs will at their sole discretion engage in any part or all of the preparation, cooking, baking and staging process in order to ensure the highest quality

