

K# 7993

**MASTER SERVICES AGREEMENT**

**between**

**DISNEYLAND**  
**A Division of**  
**The Walt Disney World Company**

**and**

**THE MASTER SERVICES COUNCIL**  
**("Union")**

**March 16, 2002 - March 15, 2006**



67 pages

## INDEX

	<u>Section</u>	<u>Page</u>
ACCESS TO UNION REPRESENTATIVES .....	5	3
BEREAVEMENT LEAVE .....	31	43
CHECKOFF .....	28	42
Initiation Fee & Dues Deduction		
DRUG AND ALCOHOL ABUSE POLICY .....	33	45
DURATION .....	24	39
FOUR (4) DAY, TEN (10) HOUR PER DAY WORKWEEK .....	32	44
GENERAL SAVINGS CLAUSE .....	25	39
GRIEVANCE & ARBITRATION PROCEDURES .....	7	5
GROUP CLASSIFICATIONS .....	35	53
Hours of Work		
HEALTH & WELFARE, DENTAL & VISION PLANS .....	13	12
HOLIDAYS .....	15	19
A. Listing of Recognized Holidays		
B. Eligibility for a Holiday Not Worked		
C. Eligibility for a Holiday Worked .....		20
INTENT OF PARTIES .....	1	1
JOB CLASSIFICATIONS & WAGE RATE SCHEDULES .....	37	55
Flexibility of Job Classifications		
Job Classification Flexibility .....		56
Wage Rates .....		
JOINT CONFERENCE BOARD - OTHER MATTERS .....	8	7
JURY SERVICE .....	20	29
LEAVES OF ABSENCE .....	18	23
MANAGEMENT'S RIGHTS .....	29	42
NEW CLASSIFICATIONS .....	9	8
NOTICES .....	4	3
PAYDAY .....	16	21
PREMIUMS .....	36	53
A. Shifts		
B. Pay Provisions for Working Leads & General Leads .....		54
D. Trainer Rates		
E. Premium Rates		
F. Working Lead, Trainer, Scheduler Premiums .....		55
PROBATIONARY PERIOD .....	10	8
QUALIFICATIONS .....	26	39
RECOGNITION .....	2	2
Definition of the Bargaining Unit		
REPORT PAY .....	17	22
A. Regular Report Pay		
B. Call-Back Pay		

C.	Shift Scheduling .....	23
RETIREMENT PLAN.....	19	24
I.	Pension .....	21
SENIORITY .....		30
A.	Application of Seniority Principles .....	
B.	Group Classifications .....	34
C.	Temporary Full-Time/Part-Time Employment Defined	36
D.	Conversion from Casual-Temporary to Regular Status .....	
SHOP STEWARD .....	22	38
SICK LEAVE .....	27	40
SIGNATURE SHEET .....		57
SUBCONTRACTING .....	30	42
UNIFORMS/COSTUMES.....	12	10
UNION SECURITY .....	3	2
VACATIONS .....	14	13
I.	Eligibility .....	
II.	Vacation Accrual by Calendar Year .....	14
WAGE RATES & WORKING CONDITIONS .....	11	9
WAIVER .....	23	38
WORK STOPPAGES & LOCKOUTS.....	6	4
A.	No Strike - No Lockout .....	
B.	Failure to Cross Picket Line - Violation of Agreement .....	
C.	Union's Responsibility to Prevent Work Stoppage .....	
D.	Disputes with Concessionaires .....	
WORKDAY AND WORKWEEK.....	34	49
A.	Scheduling and Definition .....	
B.	Payroll Week Defined .....	50
C.	Day Off Change.....	51
D.	No Pyramiding of Premium Rates .....	
E.	Rest Periods .....	
F.	Notice of Layoff .....	
G.	Occupational Illness or Injury .....	
H.	Walking Wardrobe Time .....	
I.	Slow Close .....	
J.	Lunch Period .....	52
K.	Paid Time for Cash & Media Counting .....	
L.	SCAQMD Requirements .....	
M.	Legal Proceedings Appearance .....	
N.	Tardies as a Result of Shuttle Service .....	
O.	Offsite Parking .....	

# MASTER SERVICES AGREEMENT

between

DISNEYLAND

Division of The Walt Disney World Company  
(hereinafter referred to as the "Employer" or "Company")

and

TEAMSTERS AUTOMOTIVE, INDUSTRIAL AND ALLIED WORKERS LOCAL NO. 495, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS; SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 399, AFL-CIO; UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 324, AFL-CIO-CLC; AND BAKERY, CONFECTIONERY AND TOBACCO WORKERS UNION, LOCAL NO. 83, AFL-CIO  
(hereinafter collectively referred to as the "Union").

For the purpose of collective bargaining, the aforementioned Unions shall serve as a single unit.

Amending Agreement entered into **March 16, 2002**. Amendment shall be effective as of **March 16, 2002**, or at subsequent dates as set forth in this Agreement, hereinafter entitled the **2002** Agreement.

WITNESSETH:

## SECTION 1.

### INTENT OF THE PARTIES

A. It is the intent of the parties of this Agreement to promote an increasing spirit of harmony between the Employer, party of the first part, and the employees of the aforementioned Employer, members of the Unions, parties of the second part. There shall be no cessation of work through strikes against the Employer or lockouts by the Employer for the duration and term of this Agreement and all employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of the other organizations, both independent and those affiliated with the AFL-CIO, without regard to past, present or future disputes based on jurisdictional claims.

B. 1. All jurisdictional disputes between the Unions signatory hereto, or on whose behalf this Agreement is made, or any other Unions affiliated with the AFL-CIO, shall be determined in the manner and by the procedure

established by the American Federation of Labor and Congress of Industrial Organizations, and no jurisdictional stoppages or slow-downs shall be imposed upon Disneyland.

2. The Employer agrees to notify the Unions signatory to this Agreement prior to the acquisition of any concessionaire or lease department operating within the Park and performing work or services customarily performed by one (1) or more of the Unions signatory to this Agreement. The Employer further agrees to discuss with said Unions the issue of which Union(s) shall represent the employees performing work in the classifications listed in Section 37 of this Agreement and to submit any dispute hereunder to the Joint Conference Board pursuant to Section 8.

C. The Employer and the Union agree there shall be no discrimination against any employee or prospective employee on any basis prohibited now or in the future by the laws of the State of California or the United States of America.

Both the Employer and the Union recognize their mutual obligation to comply and foster compliance with the Americans With Disabilities Act of 1990. Nothing in this agreement shall be construed as inconsistent with, or as requiring Employer to act in any way inconsistent with, such Act.

## SECTION 2

### RECOGNITION

The Employer recognizes the Unions parties to this Agreement as the sole collective bargaining representatives of all of the Employer's employees who are in the classifications of work listed in Schedule A at Disneyland, located at Anaheim, California, except salaried supervisory employees, office and administrative employees, nurses, and any other classification of employees excluded under the Labor Management Relations Act of 1947, as amended.

## SECTION 3

### UNION SECURITY

A. The Employer agrees that all employees on the Employer's payroll as of the effective date of this Agreement, or who are subsequently employed by the Employer, shall become and remain members of the appropriate Union in good standing within thirty-one (31) days of the effective date of this Agreement or their date of employment, whichever is the later, as a condition of continued employment.

B. The Employer agrees to notify the Union of new employees that have been hired at the time that such employees start to work. The Employer also agrees to

notify the Union promptly when any employee leaves the employment of the Employer.

C. All new employees shall be notified before commencing employment that the Employer is operating under a Union contract.

D. The Union will advise the Employer, in writing, when any regular employee has failed to acquire or maintain Union membership as required by this Agreement. The Union shall notify the employee and the Employer that the employee has *fourteen (14) days in which to comply with paragraph A, above, or be subject to termination at the end of fourteen (14) calendar days.*

E. In the event that an applicant for employment feels that he or she has been the victim of *discriminatory hiring practices by either the Employer or the Union, he or she may appeal such alleged discrimination to the Disneyland Joint Conference Board within three (3) working days after such discriminatory practices are alleged to have occurred. The Joint Conference Board shall then have ten (10) working days in which to meet and make a decision with respect to the alleged discrimination. Should the applicant for employment be dissatisfied with the decision of the Joint Conference Board, he or she may then appeal the case to an impartial arbiter. Such impartial arbiter shall be selected and the alleged discrimination shall be arbitrated pursuant to the then existing rules of the American Arbitration Association.*

#### SECTION 4.

#### NOTICES

The Employer agrees to recognize the various craft jurisdictions of work of the Union parties hereto, but shall not be required to recognize any conflicting areas of work jurisdiction. All notices given under this Agreement shall be given by and to the Employer on the one side and each signatory Local Union on the other.

#### SECTION 5.

#### ACCESS TO UNION REPRESENTATIVES

Representatives of each signatory Local Union, designated in writing to the Employer by letter from an authorized officer of such signatory Local Union, shall be permitted to enter the Disneyland area to make proper investigation for the purpose of determining that this agreement is being complied with by the Employer and for the presentation and handling of grievances. Such representatives, who shall not be more than three (3) in number for each Local Union, shall comply with the security regulations of the Employer, and shall not unnecessarily interrupt the performance of employee work assignments.

## SECTION 6.

### WORK STOPPAGES AND LOCKOUTS

#### A. No Strike - No Lockout

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

#### B. Failure to Cross Picket Line - Violation of Agreement

Failure of any employee covered by this Agreement to cross any picket line established at Disneyland is a violation of this Agreement and may result in the immediate discharge of any employee who commits such violation.

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

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

#### D. Disputes With Concessionaires

Disputes between the Union parties hereto and any concessionaire operating in Disneyland 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 Disneyland. "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 Disneyland, 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.

## SECTION 7.

### GRIEVANCE & ARBITRATION PROCEDURES

#### STEP 1.

A. Any employee who believes he or she has a specific justifiable request or complaint 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. In all other grievances, the parties may mutually agree to waive Steps 1 and/or 2 and proceed directly to the next appropriate Step.

C. Should the Employer feel that there is a just complaint the matter shall be taken up with the Union Representative and if a satisfactory settlement is not reached, the Employer may proceed in an attempt to settle the issue in the same manner as outlined herein for the adjustment of an employee complaint.

D. Oral or written warnings concerning employee misconduct with respect to safety, and guest courtesies and attendance shall not be considered as a basis for further disciplinary action after twenty-four (24) months from the date of issue. The use of oral or written warnings as a basis for further discipline in all other matters shall be limited to twelve (12) months from the date of issue.

The employee so notified shall be required to sign such notice, but such signing shall in no way constitute agreement with the contents of such notice. A copy of the warning notice will be sent to the Union.

E. Employees receiving written safe work practices and/or training information or materials from the Company may be required to sign for receipt of such information and/or material in order to document that employees have been given said information and/or materials.



## STEP 2.

Any complaint 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 complaint. 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.

Upon invocation of Step 3, any complaint not resolved under Step 2 shall be reduced to writing, setting forth the Section of the Agreement alleged to have been violated, date, those involved and location and 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 same. 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 arrived at in Step 3, then Step 4 may be invoked within seven (7) working days following receipt of the unsatisfactory written answer by notifying the Company's Labor Relations Representative in writing.

## STEP 4.

A. Should the parties fail to reach agreement as provided for in 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 (**Bill Rule**, Howard Block, Joe Gentile, Jonathan Monat, **Tom Roberts**) of five (5) to hear and determine the specific grievance. Said Arbitrator shall expeditiously meet to consider the grievance in accordance with the provisions 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 Union shall first strike one (1) name from the list and the Employer shall then strike one (1) name, thus alternating until the remaining name shall be the Arbitrator. The Arbitrator selected shall be the sole Arbitrator to hear and determine the matter. The Arbitrator shall expeditiously meet to consider and decide the grievance and shall be encouraged by both parties to render an immediate, oral "bench" decision upon hearing and considering all evidence presented, followed by a timely written confirmation of the decision. 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 five (5)

working days 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 fourteen (14) days from the close of the hearing*. The Arbitrator shall have ten (10) working days from the 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 by the Arbitrator and shall be final and binding on the Employer, the Union and the aggrieved employee.

C. 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.

D. 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.

E. All expenses and fees of the Arbitrator shall be borne by the party against whom the Arbitrator makes a decision.

F. 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.

G. In the event that a grievance is scheduled for arbitration, all other Union Locals signatory to this Agreement shall be sent notice by the Local involved in the grievance of the nature and details of the grievance.

H. Periodically the Employer places an employee on investigatory suspension for the purposes of adequately investigating the facts surrounding an incident. When this occurs and the Employer ultimately determines that the affected employee should receive no disciplinary action or disciplinary action for less than the time that the employee was on investigatory suspension, the employee will be paid for the scheduled shifts that he or she may have missed, including scheduled overtime and premiums.

## SECTION 8.

### JOINT CONFERENCE BOARD - OTHER MATTERS

A. There is hereby established a Joint Conference Board for the purpose of selecting an arbitrator to the permanent panel of arbitrators referenced in Section 7 (Grievance and Arbitration Procedures), paragraph B., in the event of retirement,

incapacity, or request from an arbitrator to be removed from the permanent panel. When convened, the Joint Conference Board shall consist of an equal number of representatives from the Company and the Unions. Both the Company and the Unions may offer candidates for consideration by the JCB for appointment to the permanent panel of arbitrators. No candidate shall be appointed to the permanent panel unless approved by both the Company and the Unions.

B. The Joint Conference Board shall also meet to discuss any matters concerning the satisfactory relations of the parties as well as the promotion of harmonious Employer-employee relationships. The Joint Conference Board has the sole responsibility of resolving any questions arising under this Section and any other Section that refers the parties to the Joint Conference Board.

## SECTION 9.

### NEW CLASSIFICATIONS

If the Employer hereafter establishes any new or substantially changed job classification or work operation, it will give as much notice thereof to the Unions as is possible. The question of proper classification and wage rate shall be negotiated with the Employer and the affected Union. If not resolved by the parties either party may request arbitration of the proper classification and rate under the procedures set forth in Section 7, preceding. Pending resolution of the problem by arbitration, the Employer may install the new or substantially changed classification or work operation at the rate which it has proposed. In the event any higher rate is agreed upon by the parties or awarded after arbitration, it shall be effective retroactively as of the date the classification or operation was installed.

## SECTION 10.

### PROBATIONARY PERIOD

A. All new Regular Full-Time and Regular Part-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 may be extended for thirty (30) days by mutual agreement of the Company and the Union. 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. Casual Temporary employees returning for their fourth (4th) consecutive and subsequent summer seasons may utilize the provisions of the Grievance and Arbitration Procedure, as stated in Section 7.

B. Regular eligible employees who have been continuously on the payroll for six (6) months or longer and who are terminated will receive payment for unused vacation and unused sick leave pay provided for in Section 14, Vacation Pay, Section 27, 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(s) should be converted to a Regular employee(s) status in accordance with eligibility requirements in Sections 14, 15, and 27. Casual Temporary employees shall receive pay rates in accordance with Schedule A of this Agreement.

E. Casual Temporary employees shall be considered probationary employees until they have completed the applicable probationary period as a Regular employee as stated in paragraph A above. However, Casual Temporary employees who are converted to a Regular employment status as provided for in Section 21.D, 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.

The Summer season for the purpose of this paragraph only is defined as beginning work for the Employer no later than July 1, and being employed through Labor Day week.

F. Casual Temporary employees shall be defined as those hired primarily to supplement the Regular personnel during the Christmas, Easter, and Summer seasons (as defined in Section 21 D) 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.

## SECTION 11:

### WAGE RATES AND WORKING CONDITIONS

Attached hereto and marked as Schedule A are the classifications, wage rates and special conditions which shall be supplements to this Agreement for the Unions

signatory thereto. Additional Unions may become signatory to Schedule A of this Agreement by the execution of an agreement signed by such Unions, the Employer, and all other signatory Local Unions to this Agreement, setting forth its wage rates and special conditions. Additional Local Unions and Councils may become a party to this Agreement without becoming a party to Schedule A by signing this Agreement with the consent of the Employer and all signatory Local Unions.

## SECTION 12.

### 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 at the employee's cost even if uniformity is required, provided such shoes can be purchased in a regular retail outlet.

B. The Employer shall maintain a broad range of sizes for its costumed and/or uniformed employees, but as a condition of continued employment, to ensure the consistency of the Disneyland Show quality and appearance, each employee is responsible to maintain the physical proportions for the range of sizes for their costumes or uniforms.

Employees who, for medical reasons, are unable to maintain their physical proportions as stated above, will be granted a medical leave of absence, not to exceed twelve (12) consecutive months. Employees who fail to maintain their physical proportions as stated above for other than medical reasons will be granted a personal leave of absence until such time as they fit the range of sizes made available, not to exceed six (6) consecutive months. An employee who, by the end of the authorized leave of absence, notifies his or her department of his or her ability to fit the range of costume sizes made available, will be reassigned to work without loss of his or her last previous employment status. In all instances, the Employer will attempt to accommodate the affected employee(s) by movement to other locations within their job and group classification.

Employees who, for medical reasons are unable to maintain their physical proportions and who cannot be accommodated in another location, will be offered the opportunity to participate in the Company's Limited Work Program for a period not to exceed four (4) months, providing an opening exists.

C. 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.

D. The cost of maintaining, cleaning, or laundering the clothing furnished under this Section to the employees shall be paid by the Employer. 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.

- E. 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. Company property recovered during such clear-out will be returned to the Wardrobe 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 or the employee.

(c) 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.

F. **With respect to clothing furnished by the Company, all new employees hired on or after 3/15/02, may at the sole discretion of the Company, be required to take their costumes home with them at the end of their shift. Further, the Company may designate all or some costumes to be 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. Nothing herein shall be construed as requiring the Company to provide lockers for employee use. 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. Employees who opt to maintain, clean or launder such designated costumes shall continue to receive twenty (20) minutes dress time at the end of their shift as provided in Section 34, paragraph H.**

## SECTION 13.

### HEALTH AND WELFARE, DENTAL & VISION PLANS

A. While this Agreement is in effect, the Employer agrees to provide Health & Welfare coverage, on the same basis as provided to non-bargaining unit employees (including its salaried employees) of the Employer, including participation in the Employer's Flex Benefit Plan known as Signature, to all eligible employees. Eligible employees shall be defined as Regular employees whose regular employment status is to work five (5) days in each week, or a minimum of twenty-five (25) hours per week. Eligible employee's coverage shall become effective the first (1<sup>st</sup>) day of the month following completion of thirty (30) days of continuous service as a Regular employee.

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

C. 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, the Company shall provide eligible employees with a choice between the Company provided Indemnity Plan and at least one (1) Health Maintenance Organization (HMO) Plan which can be offered on a cost neutral basis with the Company Indemnity Plan (Med 90). If the Employer intends to change the Health Maintenance Organization (HMO) offered under this section, it will first discuss the proposed change with the Unions who are parties to this Agreement 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.

It is understood that the specific Health Maintenance Organization Plan option may be changed by the Company on an annual basis and/or the benefit level adjusted to maintain cost neutrality with the Company Indemnity Plan (Med 90).

"Cost Neutrality" shall include adverse selection statistics and available utilization statistics as well as premium comparisons. In no event shall the Company be responsible for premiums in excess of that paid for the Company Indemnity Plan (Med 90).

D. If the Company agrees to or implements, a "maintenance of benefits" or freeze with regard to employee Health & Welfare contributions with any hourly or salaried employee unit at Disneyland during the term of this Agreement, the eligible employees covered under the terms of this Agreement shall be given this same benefit on the same basis and on the same date as such hourly or salaried employee unit.

## SECTION 14.

### VACATIONS

#### I. Eligibility

A. Each Regular status employee is eligible to accrue credits towards a vacation and shall receive a vacation in accordance with Subsection II, below.

**In the event an employee fails to accrue the maximum amount of sick leave as a result of vacation hours paid, such vacation hours shall be added to hours worked to maximize the employee's sick leave accrual.**

B. A Regular status employee is one who has agreed to accept Full-Time or Part-Time employment on a year-around 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 sick leave or injury leave 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 straight-time 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 or Lead premium being regularly received at the time the vacation is taken.

E. 1. No employee shall accrue more than two (2x) times their annual vacation hours. For example, if an employee is eligible for eighty (80) hours of vacation, they may accumulate a maximum of one-hundred and sixty (160) hours of vacation; if eligible for one-hundred and twenty (120) hours of vacation, they may accumulate two-hundred and forty (240) hours of vacation; and if eligible for one-hundred and sixty (160) hours of vacation, they may accumulate three-hundred and twenty (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 for vacation, except as hereinafter specified.

## II. Vacation Accrual by Calendar Year

A. All eligible employees shall receive vacation based on the number of straight-time 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 an 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 two (2) below.**

2. **Regular 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:**

a. **Regular 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.**

b. **Regular employees may utilize vacation hours for unplanned absences in accordance with the policies for utilizing sick leave in Section 27 – Sick Leave.**

C. 1. Eligible Regular employees shall accrue vacation benefits on the two (2) week vacation accrual formula beginning with the start of employment as a Regular employee through the end of the 4th year of service based upon formula "A" below.

2. Eligible Regular 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 Regular employees shall accrue vacation benefits on the four (4) week vacation accrual formula beginning with the start of the 15th year of service based upon formula "C" below.

4. Effective 1/1/99, eligible Regular employees shall accrue vacation benefits on the five (5) week vacation accrual formula beginning with the start of the 20<sup>th</sup> year of service based upon formula "D" below.

Example: Regular employee hired on 1/1/90

<u>Year</u>	<u>Dates of Employment</u>	<u>Maximum Accrual</u>	<u>Maximum Hours Available to Take</u>
1	1/1/90-12/31/90	80 hrs	0
2	1/1/91-12/31/91	80 hrs	80 hours
3	1/1/92-12/31/92	80 hrs	80 hours
4	1/1/93-12/31/93	80 hrs	80 hours
5	1/1/94-12/31/94	120 hrs	80 hours
6	1/1/95-12/31/95	120 hrs	120 hours
7-13	1/1/96-12/31/2002	120 hrs	120 hours
14	1/1/03-12/31/03	120 hrs	120 hours
15	1/1/04-12/31/04	160 hrs	120 hours
16	1/1/05-12/31/05	160 hrs	160 hours
17	1/1/06-12/31/06	160 hrs	160 hours
18	1/1/07-12/31/07	160 hrs	160 hours
19	1/1/08-12/31/08	160 hrs	160 hours
20	1/1/09-12/31/09	200 hrs	160 hours
21	1/1/10-12/31/10	200 hrs	200 hours

FORMULA "A"

Two (2) Week Vacation Accrual Formula

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>	<u>EQUIVALENT DAYS OFF</u>
1800	80	10
1620	72	9
1440	64	8
1260	56	7
1080	48	6
900	40	5
720	32	4
540	24	3
360	16	2
180	8	1

FORMULA "B"

Three (3) Week Vacation Accrual Formula

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>	<u>EQUIVALENT DAYS OFF</u>
1800	120	15
1680	112	14
1560	104	13

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>	<u>EQUIVALENT DAYS OFF</u>
1440	96	12
1320	88	11
1200	80	10
1080	72	9
960	64	8
840	56	7
720	48	6
600	40	5
480	32	4
360	24	3
240	16	2
120	8	1

FORMULA "C"

Four (4) Week Vacation Accrual Formula

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>	<u>EQUIVALENT DAYS OFF</u>
1800	160	20
1710	152	19
1620	144	18
1530	136	17
1440	128	16
1350	120	15
1260	112	14
1170	104	13
1080	96	12
990	88	11
900	80	10
810	72	9
720	64	8
630	56	7
540	48	6
450	40	5
360	32	4
270	24	3
180	16	2
90	8	1

**FORMULA "D"**  
Five (5) Week Vacation Accrual Formula

<u>HOURS WORKED</u>	<u>PAID VACATION HOURS</u>	<u>EQUIVALENT DAYS OFF</u>
1800	200	25
1728	192	24
1656	184	23
1584	176	22
1512	168	21
1440	160	20
1368	152	19
1296	144	18
1224	136	17
1152	128	16
1080	120	15
1008	112	14
936	104	13
864	96	12
792	88	11
720	80	10
648	72	9
576	64	8
504	56	7
432	48	6
360	40	5
288	32	4
216	24	3
144	16	2
72	8	1

D. Regular eligible employees who have been continuously on the payroll for six (6) months or longer and who are terminated or laid off by the Employer will receive payment for all of their accrued vacation credits on the basis of hours worked during the six (6) months or longer in accordance with the formulas shown heretofore.

E. 1. Vacations may, at the option of the employee, be scheduled for periods of one (1) 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 (2) or more employees, the employee(s) with the greater length of service in the job classification and Group Classification will be given the preference. (Also applies to I.E.2., above).

2. Pre-approved vacation requests for the periods listed below must be submitted on a timely basis and the approved vacations (as determined by the Employer's need for the employee's services) will be posted by the dates listed below.

<u>Pre-approved Vacation Requests Due</u>	<u>Pre-approved Vacations Posted</u>	<u>Pre-approved Vacation Time Periods</u>
Dec. 1	Jan. 15	Feb. 1 - May 31
April 1	May 15	June 1 - Sept. 30
August 1	Sept. 15	Oct. 1 - Jan. 31

Any employee whose request has not been approved during a prior selection period must resubmit his or her vacation request to be eligible for consideration during the next selection period. Any employee's vacation request that has been approved in a prior selection period will not later be bumped by a more senior employee requesting a vacation in a later selection period. 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. The Employer shall endeavor to allow as many employees as is practical to take vacations in any given week of the calendar year, subject to the Employer's scheduling needs.

In the event that it becomes necessary for the Company to cancel a pre-approved vacation, the Company will reimburse the employee for any proven monetary loss to the employee caused by such change in his vacation plans.

3. Vacations shall be scheduled to commence on **any day**, except that in the case of Casual Regular employees the vacation shall be scheduled to commence at a mutually agreeable time.

4. Vacations granted by the Employer utilizing the pre-approved vacation request process described in E.2, above, will not be canceled without four (4) weeks prior notice, except in the case of force majeure.

F. The Employer may elect that some or all employees take their vacations at one time and during a period when Disneyland 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 employees of less than six (6) months' continuous service.

G. Upon the request of an eligible employee, the Company shall provide payment of up to one-half (½) of an employees total accrued vacation to a maximum of two

(2) weeks (80 hours) on an annual basis. Such requests for payment of accrued vacation will be accepted from January 1 to February 1 of each year, and will be paid on or about March 1 of that year.

H. 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.

I. Upon the request of the employee, accrued vacation hours as outlined herein may be paid to eligible employees until such time as State Disability or Workers Compensation benefits begin. When State Disability or Workers Compensation benefits begin any accrued vacation hours shall be integrated with State Disability or Workers Compensation benefits, paying the difference between State Disability or Workers 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 accrued vacation hours have been used up, whichever comes first.

## SECTION 15

### HOLIDAYS

A. The following shall be paid holidays:

New Year's Day

**Martin Luther King Jr.s' Birthday**

Washington's Birthday

Easter Sunday

Memorial Day

Christmas Eve Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter Sunday shall be observed on the day on which it falls.

B. Eligibility for a Holiday Not Worked:

1. Must have a recorded payroll classification of Regular Full-Time, Regular Part-Time or stasured twenty-five (25) hour Casual Regular and have completed the probationary period.

2. Not eligible are Casual Regular, Casual Temporary, or Probationary employees as defined in Section 10, Probationary Period, and Regular Full-Time and Regular Part-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 employee will receive pay for his or her regular schedule at his or her straight-time rate, including any shift premium and Lead pay, for each such holiday not worked.

C. Eligibility for a Holiday Worked:

1. Must have a recorded payroll classification of Regular Full-Time, Regular Part-Time, twenty-five (25) hour Casual Regular stasured employee or Casual Regular, and have completed the Probationary Period.

2. Not eligible are Casual Temporary employees and Probationary employees, as defined in Section 10, Probationary Period.

3. An eligible Regular Full-Time, Regular Part-Time, or twenty-five (25) hour Casual Regular stasured employee who works on a recognized holiday, shall receive pay at double (2x) his or her straight-time rate, including any shift premium and Lead pay, for all hours worked in his or her regularly scheduled shift, subject to paragraph G.

An eligible Casual Regular employee who works on a recognized holiday shall receive pay at one and one-half times (1½x) his or her straight-time rate, including any shift premium and Lead pay, for all hours worked in his or her regularly scheduled shift, subject to paragraph G.

4. An eligible Regular Full-Time, Regular Part-Time or twenty-five (25) hour Casual Regular stasured employee shall receive double (2x) the employee's straight-time rate, including any shift premium and Lead 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 regularly scheduled shift.

An eligible Casual Regular employee shall receive one and one-half times (1½x) the employee's straight-time rate, including any shift premium and Lead 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 regularly scheduled shift.

5. An eligible employee who works on a recognized holiday, and is also terminating his or her employment with the Company on that day, shall receive pay at double (2) his or her straight-time rate, including any shift premium and Lead pay, for all hours worked in his or her regularly scheduled shift.

D. A holiday which falls on a normally scheduled work day 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 subject to paragraph G.

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 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, then to Regular Part-Time employees, and last to Casual Regular employees. Also, it is the intent that before bringing in Casual Temporary status employees on a holiday, all 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 16.

### PAY DAY

A. Employees shall be paid weekly, every other week, or twice (2x) a month and their pay will not be delayed more than six (6) days from the end of each payroll period.

**When the Employer has at least thirty (30) days notice of a change in pay days, it will provide the Union with thirty (30) days notice. If the Employer has less than thirty (30) days notice, it will provide the Union with as much notice as it has.**

B. The Employer and the Unions agree to mutually resolve in Joint Conference Board session, any problems growing out of the distribution of an employee's paycheck when the regular weekly Pay Day falls on an employee's day off or on a paid holiday. Problems regarding the availability of an employee's paycheck at time of starting his or her vacation will be resolved in similar manner.

C. **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 the payroll discrepancy has been denied.**



## SECTION 17.

### REPORT PAY

#### A. Regular Report Pay

1. 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 two (2) hours of pay. Each employee shall keep the Personnel Department informed of his or her current address and phone number.
2. Employees who report for work and are put to work will be given four (4) hours of work or pay.
3. 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.
4. 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.

#### B. Call-Back Pay

1. 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.
2. 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 ( $1\frac{1}{2}x$ ) 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 ( $1\frac{1}{2}$ ) 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 34.A, the employee shall receive whichever amount is the greater.
3. 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.

C. Shift Scheduling

1. The Employer agrees that it will endeavor to schedule at least eight (8) hours between the end of any employee's regularly scheduled eight (8) hour shift and the beginning of the employee's next regularly scheduled shift.

2. In the event that there are less than eight (8) hours, between any two (2) regularly scheduled shifts, the affected employee shall receive time and one-half (1½) pay during the second (2<sup>nd</sup>) shift until eight (8) hours have elapsed from the termination of the employee's first (1<sup>st</sup>) regularly scheduled shift, unless waived by mutual consent of the employee and the Company.

In the event there are six (6) hours or less between any two (2) regularly scheduled shifts, the employee shall receive one and one half time (1½x) pay during the entire second (2<sup>nd</sup>) shift, unless waived by mutual consent of the employee and the Company.

SECTION 18.

LEAVES OF ABSENCE

A. A Regular status 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. A Regular status employee who requests a leave of absence because of an occupational or non-occupational illness, injury or pregnancy will, upon certification of the employee's condition 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. An employee who by the end of the authorized leave of absence notifies Personnel Records 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. Should the Employer's physician fail to release an 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, the Employer shall employ a neutral third physician to examine the employee and if the neutral third physician 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, the Employer's physician shall take into consideration the neutral physician's release in making final determination of the employee's release to work. 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. An employee who has been released by his or her own physician to return to work after a medical leave of absence is to call First Aid to make an appointment with the Employer's physician to return to work. Employees who are unable to contact First Aid for an appointment may go to First Aid on the days and times that the Employer's physician is to be in the Park.

D. Notwithstanding anything else contained in this Section 18., no Regular employee shall be granted 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.

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

## SECTION 19

### RETIREMENT PLAN

#### I. Pension

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

1. 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.

2. 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.

3. 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

4. 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.

5. 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.

6. Pension Plan Benefit Schedule for employees with thirty six (36) through forty (40) 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 \$885.00 for 40 or more years.

**7. Effective 3/15/02, Employer to provide a new Pension Plan Benefit Schedule for employees with forty (40) through forty-five (45) or more Credited Years of Service at the rate of \$23.50 per year with a minimum monthly benefit of \$885.00 for 40 years and a maximum monthly benefit of \$1,002.50 for 45 or more years.**

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

<u>Retirement At Age</u>	<u>Percent Employee Will Receive of Benefit at Normal Retirement (Age 65)</u>
64	100%
63	100%
62	100%
61	95%
60	90%

<u>Retirement At Age</u>	<u>Percent Employee Will Receive of Benefit at Normal Retirement (Age 65)</u>
59	85%
58	80%
57	75%
56	70%
55	65%

C. 1. Effective 1/1/93, 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 Company. 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 Company 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 Company at the time they elect to take such early or normal retirement (Age 55 to 65).

2. Employees who were hired on or after September 15, 1995, shall not be eligible for Retiree Health and Welfare Benefits.

D. 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.

E. 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.

F. 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 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).

G. 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 5 years.

H. The Plan, as established, shall be administered by a seven (7) member administrative committee. One member of the committee shall be selected by the Unions signatory to this Agreement.

I. It is agreed that the current provisions of the Pension Plan relative to benefits, qualifications of employees and rates of contribution, as amended effective September 15, 1992, shall not be changed prior to September 15, 1995 except for any improvements negotiated as provided under this Section 19 or as may be required by federal regulations.

J. Pension Benefit Schedule

<u>Completed Credited Years of Service</u>	<u>Completed Credited Hours of Service</u>	<u>Monthly Benefit at Age 65</u>
5	7,500 or more	\$ 100.00
6	9,000 or more	120.00
7	10,500 or more	140.00
8	12,000 or more	160.00
9	13,500 or more	180.00
10	15,000 - 15,749	200.00
	15,750 or more	210.75

<u>Completed Credited Years of Service</u>	<u>Completed Credited Hours of Service</u>	<u>Monthly Benefit at Age 65</u>
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
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

<u>Completed Credited Years of Service</u>	<u>Completed Credited Hours of Service</u>	<u>Monthly Benefit at Age 65</u>
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 or more	767.50
35	53,251 or more	779.25
36	54,000 - 54,750	791.00
36	54,751 or more	802.75
37	55,500 - 56,250	814.50
37	56,251 or more	826.25
38	57,000 - 57,750	838.00
38	57,751 or more	849.75
39	58,500 - 59,250	861.50
39	59,251 or more	873.25
40	60,000 - 60,749	\$ 885.00
	60,750 or more	896.75
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 or more	\$1,002.50

K. If the Company provides an open enrollment opportunity for any hourly employee unit at Disneyland during the term of this Agreement, eligible employees under this Agreement shall be offered the same opportunity on the same basis and on the same date as such hourly employee unit.

#### SECTION 20

#### JURY SERVICE

A. Whenever a Regular status employee covered by this Agreement with one (1) or more years' seniority is summoned for Jury Service and makes prompt application to his or her department head and is directed to the Personnel Department and is then excused from regularly scheduled work and reports for Jury Service and furnishes the



Company 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 three (3) hours or more of work time remains on his or her regularly scheduled shift.

C. An employee who is working on either the second (2<sup>nd</sup>) or the third (3<sup>rd</sup>) 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 (1<sup>st</sup>) 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 Company because qualified replacements are not available or the employee's absence would result in a hardship to the Company, if the Company 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 services.

## SECTION 21

### SENIORITY

A. 1. The principles of seniority shall be observed in layoffs, recalls, assignment to higher group classification, and scheduling of hours on a weekly basis according to job and group classification and availability by department, provided additional training is not required. Employees changing their availability shall not be able to claim hours regularly assigned other employees, but will be entitled to additional hours as they become available.

The parties hereto recognize that there may be certain deviations from these principles.

The Employer agrees in such instances to discuss proposed deviations from the application of the seniority principles with the appropriate Union Representative.

2. In the event that more than one (1) employee has the same group classification seniority date, the employee with the most seniority in the lower permanent group classification shall be scheduled the greater number of straight-time hours, provided additional training is not required.

3. If the Company deems it necessary to call in additional employees for shifts in addition to those listed on the posted schedule, the Company will call, on a seniority basis by job and group classification in each "Land" or department, those Regular employees who have advised the Company in writing of their availability for additional hours for the next following week (must be updated weekly), provided that the employee possesses the necessary skill and job knowledge to perform the work required and provided that no overtime would result. This shall not apply to hours or shifts caused by employees who fail to fulfill their scheduled shifts as a result of illness, injury or other personal problems.

4. If the Company finds it necessary to schedule or utilize Regular employees on an overtime basis, due regard will be given to seniority by location. The definition of location shall be governed by close physical proximity where costume changes are not required. Following are current locations as defined by their close physical proximity and identical costumes. The Company reserves the right to initiate themed costume changes in locations which would alter locations for overtime purposes.

#### MERCHANDISE

##### -Adventureland

Adventureland Bazaar  
Indy Shop  
South Sea Traders  
Tropical Imports

##### -Frontierland

Bonanza Outfitters  
Pioneer Mercantile  
Westward Ho

##### -Critter Country

Briar Patch  
Pooh Corner  
Splash Cart  
Splash Photo  
Mascarade d' Orleans

##### -New Orleans

Candy Cart  
La Boutique De Noel  
Le Gourmet  
Pieces of Eight

- Main Street
  - Candy Palace
  - Market House
  - China Closet
  - Disneyana
  - Silhouettes
  - Disney Clothiers
  - Emporium
  - New Century Jewelry
  - Timepieces
  - Camera
  - Mad Hatter
  - Magic Shop
  - Pastimes
  - Showcase

- Company D

- Main Gate
  - Guide I
  - Guide II
  - Newstand
  - Package Express
  - Strollers

- Gallery

- Fantasyland
  - Candy Cart
  - Castle Knight
  - Geppetto's
  - Mad Hatter
  - Princess
  - Tinker Bell
  - Camera Kiosk
  - Fantasy Faire
  - Stromboli's Wagon
  - Le Petite
  - Mattel

- Toontown
  - Gag Factory
  - Toon Up Treats

- Tomorrowland
  - Star Trader
  - Cosmic Cart
  - Hatmosphere
  - Premiere Shop

### GUEST SERVICES

- Vacation Planners
- Ticket Takers
- Circle D Corral
- Day Custodial
- Night Custodial
- Parking Lot

### COSTUME/WARDROBE

- Seamstress
- Day Parade
- Wigs Make-up
- Operations Issue/Lockers/Nametages
- Character Issue/Toontown Issue
- Maintenance Issue
- Stockroom Issue
- Parade Issue
- Entertainment Issue
- Fantasmic
- Night Parade

## ATTRACTIONS

- |                      |                       |
|----------------------|-----------------------|
| - Classics           | -Main Street Vehicles |
| Snow White           | Omnibus               |
| Peter Pan            | Fire Truck            |
| Alice in Wonderland  | 03 Red/Yellow         |
| Carrousel            |                       |
| Tea Cups             |                       |
| Dumbo                | -Toontown             |
| Mr. Toad's Wild Ride | Gadget's Go Coaster   |
| Pinocchio            | Roger Rabbit          |
| Casey Jr. Railroad   | Jolley Trolley        |
|                      | Meet Mickey           |
|                      | Goofy's Bounce House  |
- All other individual Rides and Attractions are considered separate locations.

## DISTRIBUTION CENTER

- Receiving & Put Away
  - Inventory Control
  - Returns
  - Picking, Consolidation, & Refill
  - Marking
  - Quality Control
  - Delivery
  - Packaging (Mail Order Shipping)
  - Building 200
5. 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 Company.
6. It is further agreed that the seniority principle as herein outlined shall be by 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.
7. Any dispute on the application of the seniority principle shall be subject to the grievance procedure.
8. 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 Company benefits.

9. When an employee is permanently transferred to another classification and thereafter is laid off, such employee may exercise his or her seniority to the extent of his or her length of service in any prior job classification to return to that classification.

10. 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.

11. Training

(a) The Company will determine the necessary training and cross-training of its employees, in each job classification, dependent on the Company's need.

(b) Employees who are interested in receiving additional training or cross-training in other work locations, within their job classification, shall make this interest known to the Company in writing on an appropriate form provided by the Company.

(c) Where skill and ability, qualifications and work record, and demonstrated performance are relatively equal, the principles of seniority shall be observed when making the final determination of which employees will be trained or cross-trained in additional work locations, subject to the determination by the Company that the selected employee(s) possesses the availability, proper work status, and seniority that would likely result in the employee(s) being scheduled in a different location. Any employee who fails to receive the additional training on the basis of seniority will be provided the specific reasons upon their request.

12. The Employer shall make the determination of the number of shifts and appropriate shift starting and ending times in each job classification based upon the needs of the business.

In making such determination it is not the intent of the Company to restrict the number of eight hours shifts nor to limit the number of eight (8) hours shifts with early start times, other than is dictated by legitimate business needs.

**B. Group Classifications**

1. It is recognized that the total number of hours of work in the workweek are divided into three Group Classifications:

**Regular Full-Time:** Forty (40) hours per week. Such hours shall be worked in five (5) consecutive days, except at the time of change in an employee's days off in accordance with Section 34.

**Regular Part-Time:** Twenty (20) hours to less than forty (40) hours per week. Such hours shall be worked in five (5) days of the workweek.

**Casual Regular:** Zero (0) to less than twenty (20) hours\* per week, subject to need and availability.

*\*A Casual Regular employee may work in excess of nineteen (19) hours per week and still maintain the Casual Regular status provided that the employee is not regularly scheduled to work five (5) days in the workweek.*

The above defines the classifications of work, but is not a guarantee of hours. Employees will be scheduled in accordance with Section 21, A.1, and A.2. above.

2. A Regular employee who accepts an assignment to a higher group classification, other than a temporary assignment, shall be given a new seniority date for that group classification which is identical to the date of conversion to the new classification.

3. A Regular Part-Time employee who has been converted to Regular Full-Time, as in subsection B.2., preceding, may in lieu of layoff accept Regular Part-Time employment with retention of his or her Regular Full-Time rate and seniority date for the purpose of reclaiming a Regular Full-Time position. Regular Full-Time employees who have held such position for six (6) months or longer and elect to accept Regular Part-Time employment in lieu of layoff shall have precedence over those employees having a Regular Part-Time seniority date. Regular Full-Time employees who have held such position for less than six (6) months and elect to accept Regular Part-Time employment in lieu of layoff shall utilize their previously held Regular Part-Time seniority date for scheduling purposes.

4. A Regular Part-Time employee, other than a temporary Regular Part-Time employee, may in lieu of layoff accept Casual Regular employment with retention of this Regular Part-Time rate and seniority date and shall have precedence over those employees having Casual Regular seniority date.

5. (a) Providing an opening exists, a Regular Full-Time employee may request a Regular Part-Time status other than under the conditions of Subsection B-3., preceding, and effective with the change, will be assigned the employee's Regular Part-Time seniority date last held within the Group Classification requested, except that if the employee did not previously have a Regular Part-Time employment status, the employee's Regular Full-Time seniority date shall be retained in the Regular Part-Time position.

(b) Providing that an opening exists, a Regular Part-Time employee may request a Casual Regular status other than under the conditions of subsection B.4., preceding, and, effective with change, will be assigned the employee's last held Casual Regular seniority date, except that if a Regular Part-Time employee did not previously have a Casual Regular status, the employee's Regular Part-Time seniority date shall be retained in the Casual Regular position.

6. Excluding peak seasons as defined in paragraph D. below, a Casual Regular employee who works a minimum of twenty-five (25) hours per week during three (3) out of four (4) weeks in a month for three (3) out of four (4) months will be statused as a CR-25 and will be eligible for benefits as specified in this Agreement, unless the hours worked were a replacement for employees on a leave of absence, vacation, sick leave or authorized day(s) off. Once an employee has been statused as CR-25 such status will not be lost due to loss of hours for 1) an authorized leave of absence; or 2) a rehabilitation of the Employee's facility or attendance fluctuations or changes in operating hours of thirty (30) days or less in duration. The Employer may extend the thirty (30) day period at its discretion.

C. Temporary Full-Time or Temporary Part-Time employment is defined as follows:

1. Employment during that period of time which is defined in subsection D.1., as the summer season.

2. During the winter season, which is that period of time not included in the summer season, a Regular employee may be assigned intermittently to a higher Group Classification, but not to exceed a period of four (4) consecutive workweeks, otherwise a Regular job opening will be deemed to exist, unless the position filled is one created by a leave of absence or vacation.

D. Conversion from Casual Temporary to Regular status:

1. The summer season is deemed to begin with the week containing May 1st and ends on the last Sunday in September.

2. The Christmas season is deemed to begin on Monday two (2) weeks preceding the week which contains Christmas Day (December 25), and ends on the Sunday following New Year's Day (January 1).

3. The Spring Break season is deemed to begin two (2) weekends (Friday, Saturday and Sunday) preceding Easter Sunday and ends 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 D6 below.

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.

7. Casual Regular employees shall be defined as those who are hired primarily to work weekends and private parties.

8. Seniority shall be separate for Regular Full-Time, Regular Part-Time and Casual Regular group classifications.

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

- Christmas, Spring Break and Summer seasons
- All Private Parties (e.g. Grad Nights, Enchanted Evenings, etc.)
- Holiday Periods
- Weekends (Friday evening, to closing on Sunday)

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.



E. The Company will give consideration to seniority for scheduled days off and shift preferences (i.e., shift starting times). Scheduling of days off and shift preferences shall not be arbitrary or capricious in nature and under no circumstances, will scheduled days off or shift preference be used as a form of disciplinary action against an employee.

## SECTION 22.

### SHOP STEWARD

A. The Union shall have the right to designate a Shop Steward. The Local Union shall, in writing, notify the Labor Relations office of the Employer as to the identity of the designated Shop Steward. The Shop Steward shall have the right to receive, but not to promote complaints or differences and to discuss and assist in the adjustment of the same with the appropriate Supervisor. The Employer will not discriminate against the Shop Steward in the proper performance of Union duties provided that such duties do not unreasonably interfere with regular work or with the work of other employees and the Shop Steward shall not leave his or her work station without first notifying his or her appropriate Supervisor as to the intent, the reason therefore, where he or she can be reached and the estimated time he or she will be gone.

B. Where the complaint or difference involves more than one (1) employee, it must be presented to Management by the Shop Steward 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 notify the Shop Steward. 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 steward be present during an investigatory conference with supervision.

## SECTION 23.

### WAIVER

The Unions agree that in the event of any violation of Section 1 or Section 6 of this Agreement by any signatory Union they will in good faith inform their members that such action by the other Union is a violation of this Agreement and instruct their members that they are to continue to perform work for the Employer in the usual manner. After they have done so, no signatory Union or Council shall be liable in damages for any violation of the provisions of Section 1 or Section 6 of this Agreement so long as they do not assist or participate in such violation.

## SECTION 24.

### DURATION

A. This Agreement shall be in full force and effect from **March 16, 2002**, to **March 15, 2006**, and from year to year thereafter, subject to the right of either party to terminate same on **March 15, 2006**, or at any anniversary of **March 15**, following **March 15, 2006**, upon the giving of written notice of termination not less than ninety (90) days next preceding the effective date of such termination.

B. Either party shall have the right to open this Agreement for revision or amendment without termination upon the giving of ninety (90) days written notice of intention to revise or amend prior to the expiration of the Term.

Except by mutual agreement, negotiations on all such proposals and/or revisions shall commence no later than **February 1, 2006**, or on **February 1**, of any subsequent year, providing the steps for revision or amendment have been timely instituted in accordance with this paragraph.

C. It is agreed that Disneyland and the Unions signatory to this Agreement shall be and each of them are hereby precluded from raising issues pertaining to wages and working conditions during the period commencing **March 15, 2002** and ending **March 15, 2006**, or thereafter, except as shown in Section 9, heretofore.

## SECTION 25.

### GENERAL SAVINGS CLAUSE

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 26.

### QUALIFICATIONS

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of its compliance status within the meaning of the National Labor Relations Act or out of the provision of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely

carrying out and performing each and all of the terms and conditions of this Agreement, and, further, that it will not by the adoption or amendment of any provision of its Articles of Incorporation, Constitution, or By-Laws, or by any contract or any means whatsoever take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his or her own behalf and on behalf of each organization for which he or she is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Local Unions on whose behalf the said parties are signing the said Agreement.

B. This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement, or agreement not set forth herein; that any provision in the working rules of the Unions, with reference to the relations between the Employer and its employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereinafter be adopted by the Unions shall have no application to the work hereunder.

## SECTION 27.

### SICK LEAVE

A. Each Regular Full-Time and Regular Part-Time, and twenty-five (25) hour Casual Regular statused employee will accrue credits toward sick leave and after six (6) months or more of continuous service accrual will be entitled to sick leave in accordance with the formula of straight-time hours worked as described hereinafter. Upon completion of the aforementioned requirements, eight (8) hours of sick leave accrual shall be accrued for each two hundred fifty-seven (257) hours worked, up to a maximum of fifty-six (56) hours in any twelve (12) month period. Said sick leave benefit may be used at any time after accrual without regard to the anniversary year.

B. 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, except that upon termination an 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.

An eligible 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.

C. 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 F of this Section. "Continuous service" for the purpose of this Section shall be computed in the same manner as for vacation.

D. The formula for computing Sick Leave is as follows:

FORMULA

After 1800 hours,	56 hours Sick Leave
After 1542 hours,	48 hours Sick Leave
After 1285 hours,	40 hours Sick Leave
After 1028 hours,	32 hours Sick Leave
After 771 hours,	24 hours Sick Leave
After 514 hours,	16 hours Sick Leave
After 257 hours,	8 hours Sick Leave

E. In order to receive Sick Leave pay the employee must file a request therefore on the appropriate form and submit it to his or her Supervisor. If three (3) 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 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.

F. In the event an employee incurs a non-occupational illness while at work and employee receives a written authorization from the Medical Department to not complete his or her shift, the employee may apply under the provisions of paragraph E of this Section for sick leave pay covering the unworked balance of his or her regularly scheduled shift, in units of one (1) hour.

G. Upon the request of the employee, full sick leave benefits as outlined herein may be paid to eligible employees until such time as State Disability or Workers Compensation benefits begin. When State Disability or Workers Compensation benefits begin any accrued sick leave benefits shall be integrated with State Disability or Workers Compensation benefits, paying the difference between State Disability or Workers 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.

H. Eligible employees who have accrued sick leave may utilize sick leave to care for an ill or injured dependent or as personal days off.

I. Upon the request of an eligible employee, the Company 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 of an accrued Sick Leave will be accepted from January 1 to February 1 of each year, and will be paid on or about March 1 of that year.

#### SECTION 28.

##### CHECKOFF

The Employer agrees to withhold from the first pay (1<sup>st</sup>) of each month the dues and initiation fees of the appropriate 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. The Unions will give the Employer a written statement of the amount of dues or initiation fees to be withheld and agree that the Employer will suffer no loss because of any withholding from employee's pay pursuant to this Section.

#### SECTION 29.

##### MANAGEMENT'S RIGHTS

The operation of the business including the direction of employees and determining the number of classifications and employees required, shall be the sole function of the Employer but shall not be used so as to defeat any provision of this Agreement. Except as provided in Section 3, (Union Security), of this Agreement the Employer has the right to establish standards of employment and to hire, discharge or suspend an employee for any just cause which it deems sufficient, 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 30.

##### SUBCONTRACTING

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 permanent 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.

Notwithstanding anything contained elsewhere in this Section 30 the Employer may subcontract a portion of its 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.

### SECTION 31.

#### BEREAVEMENT LEAVE

- A. A Regular statused employee bereaved by the death of a member of their immediate family may be granted time off with pay for time necessary to travel to and from the funeral location and attendance at the funeral.
- B. The deceased must have been a **spouse, registered same-sex domestic partner, child, parent, 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 travel time and attendance at the funeral, and will be based on the employee's current rate. The relationship of the deceased and the location of the funeral must be noted on the request for bereavement pay status.
- D. Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused Bereavement Leave.
- E. An employee who is on an authorized leave of absence is not eligible for Bereavement Leave.

## SECTION 32.

### FOUR (4) DAY, TEN (10) HOUR PER DAY WORKWEEK

- A. The Company shall have the right to establish a four (4) day, ten (10) hour per day workweek in any and all departments and/or locations as determined by the Company.
- B. The Company shall give employees assigned to a four (4) day, ten (10) hour per day 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 hour per day workweek, the Company 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 per day 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 Company 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 Company.
- 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 ( $1\frac{1}{2}x$ ) the employee's regular rate, including any applicable premium rate. All time worked over twelve (12) consecutive hours in any one (1) day shall be compensated for at the rate of two times ( $2x$ ) the employees regular straight-time classification rate, including any applicable premium rate.
- F. 1. When a holiday falls on an eligible employee's (as defined in Section 15) regularly scheduled day of work, and he or she is not required to work on that day, and his or her regularly scheduled workweek consists of four (4), ten (10) hour days, he or she shall be paid as a holiday premium, ten (10) hours' pay at his or her 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 15) regularly scheduled day of work and the employee works that day, he or she shall be paid two times ( $2x$ ), if he or she is a Regular Full or Part-Time employee, and one and one half times ( $1\frac{1}{2}x$ ), if he or she is a Casual Regular employee, his or her 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 15) regular day of rest, and he or she does not work, he or she shall receive a holiday premium of eight (8) hours' pay at his or her 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 15) regular day off, and the employee is required to work, he or she shall be paid at two times (2x) his or her rate of pay for all hours worked.

### SECTION 33.

#### 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 \$5,000.



(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 Disneyland advises the Company that employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of future employment, 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 Company have had a reasonable opportunity to discuss the impact of the government directive.

C. An employee will not be tested under paragraph B-1 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 Paragraph C and D 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 utilized by the Company, currently UCI or Medical Center of Garden Grove.* There will be no strip searches or opposite sex observation. In the usual case, the Company will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Company has 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 Union agrees, in order to begin the program, that UCI or Medical Center of Garden Grove are acceptable test facilities, but reserves the right to withhold approval of UCI or Medical Center of Garden Grove with adequate notice, in the event that their status as certified drug Laboratories should change in the future. 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 Company and the affected employee. At the employee's request, the Manager of Labor Relations, will report test results to the Union Business Manager. 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 as follows:

<u>DRUG</u>	<u>EMIT SCREEN CUT-OFF</u>	<u>CONFIRMATION CUT-OFF</u>
Marijuana	100ng/ml	100ng/ml
Cocaine	300ng/ml	150ng/ml
Opiates	300ng/ml	300ng/ml
Amphetamines	1000ng/ml	500ng/ml
Phencyclidine	25ng/ml	25ng/ml

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

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 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 Company 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 Company in determining the appropriate disciplinary action.

J. Initial tests and re-tests requested by the Company will be paid by the Company; costs of re-tests for reconciliation will be split between the employee and the Company. In the event the Company 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. Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate medical facility. 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 blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this policy, if a test reveals the presence of alcohol at a level of .08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than .08%, 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 the Employers medical officials or Manager of Labor Relations. The Company shall be responsible for maintaining confidentiality of test records and test results will be communicated to job site management strictly on a "need to know" basis. Employee drug test records shall not be released outside the Disneyland medical department unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. Copies of such reports will be provided to the Union when authorized 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 Company 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 Company nor the Union waive 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 Company'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 Company 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 B.1. and B.2 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 Company'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 34.

#### WORKDAY AND WORKWEEK

##### A. Scheduling and Definition

1. As a matter of general practice, employee work schedules will be posted in customary locations by **Sunday** preceding the effective date of the new work schedule. It shall be the responsibility of each employee to check his or her schedule. There shall be no split shifts and all time worked shall be continuous except for the meal periods.

2. For all Full-Time employees the regular workday shall be eight (8) hours and for all employees the regular workweek shall begin with the third

(3<sup>rd</sup>) shift (Graveyard) on Saturday and extend through the second (2<sup>nd</sup>) shift (Swing) of the following Saturday.

The regular workweek may be changed by the Employer upon the giving of two (2) weeks notice to the Union.

3. 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 (1½) times the employee's regular straight-time classification rate, including any applicable premium rate, subject to the modification outlined in paragraph 4 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.

4. 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. Any Full-Time employee who works five (5) straight-time days in the workweek and who is off work on the first (1st) of his or her two (2) days off but is required to work on the second (2nd) of his or her two (2) days off in that workweek shall receive double time (2x) pay for that day. Regular Part-Time employees who are temporarily assigned to work a regular Full-Time schedule will also be eligible for this benefit.

5. 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 (2x) their regular rate even if their total time is less than forty (40) hours.

**B. The Payroll week will be from 10:00 p.m. Saturday to 9:59 p.m. the following Saturday. When the Employer has at least thirty (30) days notice of a change in pay days, it will provide the Union with thirty (30) days notice. If the Employer has less than thirty (30) days notice, it will provide the Union with as much notice as it has.**

The Company will use its best efforts to avoid scheduling any employee to work more than seven (7) consecutive days in any combination of workweeks unless requested to do so by the employee.

In the event the Company's need for employees necessitates scheduling an employee(s) for more than seven (7) consecutive days in any combination of workweeks, the Company will attempt to alter such schedule for any employee(s) who so requests. In making their revised schedule, the Company will attempt to approximate an equivalent number of hours.

C. **After the schedule has been posted, the Employer will endeavor to provide as much notice as practical of a change in the employee's schedule.**

D. 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.

E. 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. **An additional rest period will be scheduled for every two (2) hours worked, or major fraction thereof, beyond eight (8) hours.**

F. All Regular employees who are to be laid off shall be given five (5) days' advance notice of such layoff.

G. In the event an employee incurs a serious occupational illness or injury and the Medical Department 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.

H. Each employee required to change into and out of a costume or uniform shall receive a **twenty (20) minute period** at the end of their shift to make such change.

**Effective 4/14/02 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.**

I. 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 two (2) hours 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. Employees required to work beyond the end of their scheduled shift for all other reasons will be given as much notice as possible.

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 (1½) 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 (1½) 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 (1½) 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.**

J. Any employee scheduled to work more than six (6) hours should be scheduled for an unpaid lunch break that shall not exceed one (1) hour in duration. The only exception to this is when a work period of not more than seven (7) hours will complete the day's work. In this instance, the meal period may be waived by mutual consent of both the employee and the Company.

An employee may request that the above referenced meal period be from one-half (½) hour to one (1) hour in duration with the final determination to be made by the Company.

K. The Employer will provide adequate paid time for those employees who are required to verify, before leaving the Cash Control office, the amount of cash and admission media given to them. The Employer will also provide adequate paid time for those employees who are required to drop off cash at the Cash Control office at the end of their shift.

L. The Unions party to this Agreement agree to cooperate fully with the Employer to assist the Company 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.

M. When the Employer requests the appearance of an employee in a legal proceeding, the employee shall receive straight-time pay for time spent in such proceeding (not to include travel time). Payment under this provision shall not be counted as time worked under this Agreement.

N. Employees required 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, shall not be held responsible for any tardies that occur as a result of the "shuttle" service having a mechanical breakdown, malfunction, becoming nonoperational due to driver negligence, or other reasons beyond the control of the employees after boarding the "shuttle."

O. The Employer agrees to implement in this Agreement any Paid Travel Time for Off-site Parking that may be negotiated with any other collective bargaining Agreement at the Disneyland Resort, in the same manner and on the same date that it becomes effective in any other said Agreements.

## SECTION 35.

### GROUP CLASSIFICATIONS

A. It is recognized that the total number of hours of work in a workweek are divided into three (3) Group Classifications.

Regular Full-Time:

Forty (40) hours per week. Such hours shall be worked in five (5) consecutive days, except at the time of change in an employee's days off in accordance with Section 34.

Regular Part-Time:

Twenty (20) hours to less than forty (40) hours per week. Such hours shall be worked in five (5) days of the workweek.

Casual Regular:

Zero (0) to less than twenty (20) hours\* per week, subject to need and availability.

\*A Casual Regular employee may work in excess of nineteen (19) hours per week and still maintain the Casual Regular status provided that the employee is not regularly scheduled to work five (5) days in the workweek.

## SECTION 36.

### PREMIUMS

- A. 1. Any shift, which begins at or after 7:00 p.m. and before 10:00 p.m., will be paid a shift premium of fifteen cents (15¢) per hour in addition to the regular straight-time rate.
2. Any shift which begins at or after 10:00 p.m. and before 5:00 a.m. will be paid eight (8) hours of pay for seven and one-half (7½) hours of work and a shift premium of forty cents (40¢) per hour in addition to the regular straight-time rate. For work performed in excess of the seven and one-half (7½) hours of the third (3<sup>rd</sup>) shift, the applicable overtime rate will apply.
3. Third (3<sup>rd</sup>) shift employees who complete their seven and one-half (7½) hours straight-time shift will be credited with eight (8) hours for benefit purposes such as for Vacation, Pension, Health & Welfare, and Dental where applicable.
4. An employee who is contacted by the Employer after completing a work shift and is required to report for work for their next scheduled shift the following day at a time prior to the original scheduled start time, and



that original start time would have resulted in a shift premium, shall still be entitled to the shift premium for the hours worked during that shift.

B. 1. Employees assigned as working Leads shall receive **one dollar (\$1.00)** per hour above the 208-week rate of the highest classification led; and employees assigned as General Leads shall receive **one dollar and fifty cents (\$1.50)** per hour above the 208-week rate of the highest classification led. Employees shall receive Lead premiums only if they are in fact assigned by the Company to perform significant duties and responsibilities above and beyond those assigned to employees working in the same location, and nothing in this Agreement nor any past practice shall require the Company to assign any minimum number of employees to perform Lead duties nor preclude the Company from performing supervisory or administrative duties with management personnel that previously and or currently is being performed by Leads. General Lead is defined as a lead person assigned to duties which include being in charge of one or more Working Leads.

2. Employees assigned as "Schedulers" shall receive the Working Lead premium above the 208-week rate of their statures classification. Employees shall receive the Scheduler premium only if they are in fact assigned by the Company to perform Scheduler duties.

C. Employees assigned to perform special work service in the stroller or wheelchair shop to receive twenty cents (20¢) per hour for all hours or fraction thereof worked, in one hour increments, in addition to their regular straight-time hourly rate of pay.

D. Employees selected and assigned by the Company to act as Trainers shall receive a premium of fifty cents (50¢) per hour (upon ratification), to be paid in one (1) hour increments. Employees assigned as Trainers, that are receiving a Lead premium, 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 Lead Premium.

E. The premium rates listed below shall also be paid for all hours or fraction thereof worked, in one hour increments, as follows:

<u>PREMIUM</u>	<u>AMOUNT</u>
• Merchandise H/H Assigned to Candle/Hat Decorator	25¢
• Merchandise H/H Assigned to Stock Duties	25¢

<u>PREMIUM</u>	<u>AMOUNT</u>
• Merchandise H/H Assigned to Magic/Perfume/Photo Demo	65¢
• Attractions H/H Assigned to Motor Vehicle Driver - Parking Lot Trams	75¢
• Attractions H/H Assigned to Keel Boats Motor Vehicle Driver – Main Street Vehicles	20¢
• Custodial H/H Assigned to Restrooms/Recycle Sorters (paid only during normal Park Operating hours when the Park is open to guests)	75¢
• Custodial H/H Assigned to Space Mountain Roof Cleaning (applies only to employees tied off on roof)	50¢

F. Employees training as a Working Lead, Trainer, Scheduler, 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.

### SECTION 37.

#### JOB CLASSIFICATIONS AND WAGE RATE SCHEDULES

A. The job classifications titles listed in this Section of the Agreement shall define the general areas of responsibility for employees working in those classifications, but shall not limit the Employer from continuing to make more specific assignments of duties to those classifications.

B. The minimum starting rate shall be as set forth herein, but no less than State or Federal minimum wage, whichever is applicable.

#### C. Flexibility of Job Classifications

1. The Company will hire and status each employee in the appropriate job classification listed in Section 37, in accordance with Section 3 - Union Security and Section 4 - Notices. The Company shall then have the ability to temporarily assign, or direct employees to various job assignments or work locations within any other job classification title listed in Section 37 of this Agreement, however, no employee shall be assigned to a job classification or work assignment as a means of discipline or punishment, and assignment to job classifications or locations on such temporary basis shall be made only where the employee is qualified to do the assigned work in a safe manner.

2. Any employee who requests additional training for such temporary assignment shall be given adequate training as necessary.

3. An employee assigned to a higher classification of work shall receive the rate applicable to the higher classification for each half of his or her work shift during which he or she performed work in the higher classification.

4. Job Classification Flexibility

Group 1

Attractions  
Candy  
Children's Matron  
Mail Room Clerk  
Main Gate Reception  
Merchandise  
Merchandise Markers  
Shipping/Receiving  
Tickets  
Truck Driver(s)  
Wardrobe

Group 2

Custodial  
Custodial Marine  
Custodial Windows

Group 3

Cosmetologist  
Seamstress Fitter  
Sewing Machine  
Wardrobe  
Wardrobe Laundry  
Wardrobe Laundry Att.  
Wardrobe Mistress  
Wardrobe Specialist

Group 4

Blacksmith  
Harness Cleaner  
Harness Maker  
Horseshoer  
Livestock Driver  
Stable Attendant

D. Wage Rates

3/16/02 3% Wage Increase to all steps of the Wage Rate Structure and all Overscale Cast Members on an Individual Basis.

3/16/03 3% Wage Increase to all Regular Cast Members on an Individual basis.

3/16/04 3% Wage Increase to all steps of the Wage Rate Structure and all Overscale Cast Members on an Individual basis.

3/16/05 3% Wage Increase to all Regular Cast Members on an Individual basis.

IN WITNESS WHEREOF, the parties hereto have set their hands this  
15th DAY OF March, 2002.

DISNEYLAND, A Division of  
The Walt Disney World Company.

TEAMSTERS AUTOMOTIVE,  
INDUSTRIAL AND ALLIED  
WORKERS LOCAL 495, AFFILIATED  
WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

BY Tom Fox  
Tom Fox  
Director Labor Relations  
Disneyland Resort

BY Bob Lennox  
Bob Lennox

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL NO. 1877

BY Dave Stilwell  
Dave Stilwell

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL NO.  
324, AFL-CIO-CLC

BY Andrea Zinder  
Andrea Zinder

BAKERY CONFECTIONARY AND  
TOBACCO WORKERS UNION,  
LOCAL NO. 83, AFL-CIO

BY John Corrente  
John Corrente

## DISNEYLAND PARK

### ABSENTEEISM AND TARDINESS STANDARD

\*RFT/RPT   \*25 HR CR   \*CR

Beginning with	(12)	( 9)	( 9)	points in any 1 month
Beginning with	(18)	(15)	(15)	points in any 3 months
Beginning with	(27)	(21)	(18)	points in any 6 months
Beginning with	(36)	(30)	(24)	points in any 12 months

- \* RFT = Regular full-time
- RPT = Regular part-time
- 25 Hour CR = Casual Regular stasured to work  
25 hours or more per week
- CR = Casual Regular

- 1 absence = 3 points; 1 tardy = 1.5 points
- Failure to clock in/out will not be counted as an attendance violation. Cast Members who fail to clock in/out of ETRS will be subject to progressive discipline for violation of Company policy unless otherwise specified by union contract.
- Work incurred injuries, pregnancy leaves or scheduled medical operations where the Company is given reasonable advance knowledge of such, shall not be counted as occurrences in the above table.
- A release from a scheduled shift through Health Services, for other than a work-incurred injury, shall be counted as an occurrence in the above table. Subsequent consecutive call-ins, for the same illness or injury, will not count as an additional occurrence.
- Any 12-month period free from discipline will result in beginning again at the first step of progressive discipline.
- Employees required 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, shall not be held responsible for any tardies that occur as a result of the "shuttle service" having a mechanical breakdown, malfunction, or becoming non-operational due to driver negligence.

It is the sole responsibility of the employee to arrive at any designated employee parking lot in a timely manner which allows him or her to arrive at his or her designated work location at the start of their shift, in costume, fully prepared to start work.

If an allegation by a Cast Member that their late arrival was due to the reasons referenced above proves to be untrue, the Cast Member, after a thorough investigation has been completed, shall be subject to immediate disciplinary action, not excluding dismissal.

DISNEYLAND  
2002 Master Services Agreement  
**Wage Rates for RFT/RPT Employees**  
Effective March 16, 2002

CLASSIFICATION TITLE	Casual Temporary	Regular Start	Regular 1 Year	Regular 2 Year	Regular 3 Year	Regular 4 Year
<b>DISNEYLAND H/H</b>						
Attractions	*\$7.400	\$7.600	\$8.000	\$8.905	\$9.645	\$10.545
Blacksmith	*7.400	8.140	9.410	10.665	11.300	12.270
Candy Maker	*7.400	7.600	8.000	8.905	9.180	10.045
Children's Matron	*7.400	7.600	8.000	8.905	9.095	9.975
Cosmetologist I	*7.400	10.300	10.560	10.815	11.440	11.895
Cosmetologist II	*7.400	11.330	11.690	11.950	12.440	12.925
Cosmetologist III	*7.400	12.360	13.030	13.905	14.440	15.195
Custodial	*7.400	7.600	8.000	8.905	9.525	10.425
Custodial Marine	*7.400	7.600	8.000	8.905	9.525	10.425
Custodial Windows	*7.400	7.700	8.880	10.095	10.770	11.710
Harness Cleaner	*7.400	7.600	8.000	8.905	9.645	10.545
Harness Maker	*7.400	7.855	9.135	10.430	11.020	11.990
Horseshoer	*7.400	8.165	9.430	10.700	11.325	12.310
Innoventions I	*7.400	9.835	10.080	10.740	11.140	11.670
Innoventions II	*7.400	13.110	13.470	14.320	15.140	15.915
Livestock Driver	*7.400	8.015	8.680	9.480	10.170	11.095
Main Gate Receptionist	*7.400	7.600	8.000	8.905	9.440	10.335
Merchandise	*7.400	7.600	8.000	8.905	9.345	9.830
Merchandise Markers	*7.400	7.600	8.000	8.905	9.345	9.390
Messenger	*7.400	7.600	8.000	8.905	9.345	9.885
Milliner	*7.400	7.600	8.000	9.495	10.585	11.405
Seamstress-Fitter	*Open	7.600	8.000	8.905	9.245	10.125
Seamstress-Fitter II	*7.400	7.600	8.000	9.495	10.585	11.405
Sewing Machine	*7.400	7.600	8.000	8.905	9.095	9.975
Shipping/Receiving	*7.400	7.600	8.000	8.935	9.735	10.640
Stable Attendant	*7.400	7.600	8.000	8.905	9.645	10.545
<b>Tickets (Vacation Planner)</b>	*7.400	7.900	8.300	9.215	9.740	10.645
Truck Driver	*7.400	7.600	8.000	8.935	10.055	10.970
Truck Driver - Semi (1)	*7.400	14.960	15.195	15.680	16.040	16.480
Truck Driver - Bobtail (2)	*7.400	14.420	14.660	15.145	15.510	15.915
Utility	*7.400	8.065	9.410	10.665	11.300	12.270
Valet Runner	*6.750	6.750	6.750	6.750	6.750	6.750
Wardrobe	*7.400	7.600	8.000	8.905	9.345	9.920
Wardrobe Laundry Attendant	*7.400	7.600	8.000	8.905	9.345	9.920
Wardrobe Mistress	*7.400	7.600	8.000	8.905	9.215	10.095
Wardrobe Specialist	*7.400	7.600	8.000	8.905	9.650	10.550

\*Casual Temporary rates may be increased periodically by the Employer to meet hiring necessities. Additional inducements or incentives to meet hiring or retention needs may be implemented by mutual agreement of the Company and the Union.

(1) Rate applies only when driving vehicle off property (Class 1 driver's license required).

(2) Rate applies only when driving vehicle off property.

Note: The above rates are minimum rates of pay. The Employer may hire people at various stages of the progression, if necessary to meet hiring requirements.

DISNEYLAND  
2002 Master Services Agreement  
**Wage Rates for Casual Regular Employees**  
Effective March 16, 2002

CLASSIFICATION TITLE	Casual	Regular	Regular	Regular	Regular	Regular	Regular	Regular
	Temporary	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
<b>DISNEYLAND H/H:</b>								
Attractions	*\$7.400	\$7.600	\$8.000	\$8.905	\$9.370	\$9.645	\$10.015	10.545
Blacksmith	*7.400	8.140	9.410	10.665	11.050	11.300	11.730	12.270
Candy Maker	*7.400	7.600	8.000	8.905	9.135	9.180	9.530	10.045
Children's Matron	*7.400	7.600	8.000	8.905	9.090	9.095	9.450	9.975
Cosmetologist I	*7.400	10.300	10.560	10.815	11.190	11.440	11.620	11.895
Cosmetologist II	*7.400	11.330	11.690	11.950	12.240	12.440	12.650	12.925
Cosmetologist III	*7.400	12.360	13.030	13.905	14.190	14.440	14.810	15.195
Custodial	*7.400	7.600	8.000	8.905	9.310	9.525	9.900	10.425
Custodial Marine	*7.400	7.600	8.000	8.905	9.310	9.525	9.900	10.425
Custodial Windows	*7.400	7.700	8.880	10.095	10.515	10.770	11.180	11.710
Harness Cleaner	*7.400	7.600	8.000	8.905	9.370	9.645	10.015	10.545
Harness Maker	*7.400	7.855	9.135	10.430	10.945	11.020	11.450	11.990
Horseshoer	*7.400	8.165	9.430	10.700	11.080	11.325	11.770	12.310
Innoventions I	*7.400	9.835	10.080	10.610	11.000	11.255	11.405	11.670
Innoventions II	*7.400	13.110	13.470	14.320	14.735	15.120	15.520	15.915
Livestock Driver	*7.400	8.015	8.680	9.480	9.905	10.170	10.560	11.095
Main Gate Receptionist	*7.400	7.600	8.000	8.905	9.265	9.440	9.815	10.335
Merchandise	*7.400	7.600	8.000	8.905	9.215	9.345	9.505	9.830
Merchandise Markers	*7.400	7.600	8.000	8.905	9.215	9.345	9.285	9.390
Messenger	*7.400	7.600	8.000	8.905	9.215	9.345	9.530	9.885
Milliner	*7.400	7.600	8.000	9.495	10.120	10.585	10.930	11.405
Seamstress-Fitter	*Open	7.600	8.000	8.905	9.175	9.245	9.600	10.125
Seamstress-Fitter II	*7.400	7.600	8.000	9.495	10.120	10.585	10.930	11.405
Sewing Machine	*7.400	7.600	8.000	8.905	9.090	9.095	9.450	9.975
Shipping/Receiving	*7.400	7.600	8.000	8.935	9.430	9.735	10.110	10.640
Stable Attendant	*7.400	7.600	8.000	8.905	9.370	9.645	10.015	10.545
<b>Tickets (Vacation Planner)</b>	*7.400	7.900	8.300	9.215	9.565	9.740	10.125	10.645
Truck Driver	*7.400	7.600	8.000	8.395	9.585	10.055	10.440	10.970
Truck Driver - Semi (1)	*7.400	14.960	15.195	15.680	15.860	16.040	16.260	16.480
Truck Driver - Bobtail (2)	*7.400	14.420	14.660	15.145	15.330	15.510	15.710	15.915
Utility	*7.400	8.065	9.410	10.665	10.930	11.300	11.730	12.270
Valet Runner	*6.750	6.750	6.750	6.750	6.750	6.750	6.750	6.750
Wardrobe	*7.400	7.600	8.000	8.905	9.215	9.345	9.550	9.920
Wardrobe Laundry Att	*7.400	7.600	8.000	8.905	9.215	9.345	9.550	9.920
Wardrobe Mistress	7.400	7.600	8.000	8.905	9.155	9.215	9.570	10.095
Wardrobe Specialist	*7.400	7.600	8.000	8.905	9.370	9.650	10.025	10.550

\*Casual Temporary rates may be increased periodically by the Employer to meet hiring necessities. Additional inducements or incentives to meet hiring or retention needs may be implemented by mutual agreement of the Company and the Union.

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- (2) Rate applies only when driving vehicle off property.

Note: The above rates are minimum rates of pay. The Employer may hire people at various stages of the progression, if necessary to meet hiring requirements.



DISNEYLAND  
2002 Master Services Agreement  
**Wage Rates for RFT/RPT Employees**  
Effective March 16, 2004

Classification Title	Casual Temporary	Regular Start	Regular 1 Year	Regular 2 Year	Regular 3 Year	Regular 4 Year
<b>DISNEYLAND H/H</b>						
Attractions	*\$7.400	7.830	8.240	9.170	9.935	10.860
Blacksmith	*7.400	8.385	9.690	10.985	11.640	12.640
Candy Maker	*7.400	7.830	8.240	9.170	9.455	10.345
Children's Matron	*7.400	7.830	8.240	9.170	9.370	10.275
Cosmetologist I	*7.400	10.610	10.875	11.140	11.785	12.250
Cosmetologist II	*7.400	11.670	12.040	12.310	12.815	13.315
Cosmetologist III	*7.400	12.730	13.420	14.320	14.875	15.650
Custodial	*7.400	7.830	8.240	9.170	9.810	10.740
Custodial Marine	*7.400	7.830	8.240	9.170	9.810	10.740
Custodial Windows	*7.400	7.930	9.145	10.400	11.095	12.060
Harness Cleaner	*7.400	7.830	8.240	9.170	9.935	10.860
Harness Maker	*7.400	8.090	9.410	10.745	11.350	12.350
Horseshoer	*7.400	8.410	9.715	11.020	11.665	12.680
Innoventions I	*7.400	10.130	10.380	11.060	11.475	12.020
Innoventions II	*7.400	13.505	13.875	14.750	15.595	16.390
Livestock Driver	*7.400	8.255	8.940	9.765	10.475	11.430
Main Gate Receptionist	*7.400	7.830	8.240	9.170	9.725	10.645
Merchandise	*7.400	7.830	8.240	9.170	9.625	10.125
Merchandise Markers	*7.400	7.830	8.240	9.170	9.625	9.670
Messenger	*7.400	7.830	8.240	9.170	9.625	10.180
Milliner	*7.400	7.830	8.240	9.780	10.905	11.745
Seamstress-Fitter	*Open	7.830	8.240	9.170	9.520	10.430
Seamstress-Fitter II	*7.400	7.830	8.240	9.780	10.905	11.745
Sewing Machine	*7.400	7.830	8.240	9.170	9.370	10.275
Shipping/Receiving	*7.400	7.830	8.240	9.205	10.025	10.960
Stable Attendant	*7.400	7.830	8.240	9.170	9.935	10.860
<b>Tickets (Vacation Planner)</b>	*7.400	8.135	8.550	9.490	10.030	10.965
Truck Driver	*7.400	7.830	8.240	9.205	10.355	11.300
Truck Driver - Semi (1)	*7.400	15.410	15.650	16.150	16.520	16.975
Truck Driver - Bobtail (2)	*7.400	14.855	15.100	15.600	15.975	16.390
Utility	*7.400	8.305	9.690	10.985	11.640	12.640
Valet Runner	*6.750	6.750	6.750	6.750	6.750	6.750
Wardrobe	*7.400	7.830	8.240	9.170	9.625	10.220
Wardrobe Laundry Attendant	*7.400	7.830	8.240	9.170	9.625	10.220
Wardrobe Mistress	*7.400	7.830	8.240	9.170	9.490	10.400
Wardrobe Specialist	*7.400	7.830	8.240	9.170	9.940	10.865

\*Casual Temporary rates may be increased periodically by the Employer to meet hiring necessities. Additional inducements or incentives to meet hiring or retention needs may be implemented by mutual agreement of the Company and the Union.

- (1) Rate applies only when driving vehicle off property (Class 1 driver's license required).
- (2) Rate applies only when driving vehicle off property.

Note: The above rates are minimum rates of pay. The Employer may hire people at various stages of the progression, if necessary to meet hiring requirements.

DISNEYLAND  
2002 Master Services Agreement  
**Wage Rates for Casual Regular Employees**  
Effective March 16, 2004

<u>Classification Title</u>	<u>Casual Temporary</u>	<u>Regular Start</u>	<u>Regular 1 Year</u>	<u>Regular 2 Year</u>	<u>Regular 3 Year</u>	<u>Regular 4 Year</u>	<u>Regular 5 Year</u>	<u>Regular 6 Year</u>
<b>DISNEYLAND H/H:</b>								
Attractions	*\$7.400	\$7.830	\$8.240	\$9.170	\$9.650	\$9.935	\$10.315	\$10.860
Blacksmith	*7.400	8.385	9.690	10.985	11.380	11.640	12.080	12.640
Candy Maker	*7.400	7.830	8.240	9.170	9.410	9.455	9.815	10.345
Children's Matron	*7.400	7.830	8.240	9.170	9.365	9.370	9.735	10.275
Cosmetologist I	*7.400	10.610	10.875	11.140	11.525	11.785	11.970	12.250
Cosmetologist II	*7.400	11.670	12.040	12.310	12.605	12.815	13.030	13.315
Cosmetologist III	*7.400	12.730	13.420	14.320	14.615	14.875	15.255	15.650
Custodial	*7.400	7.830	8.240	9.170	9.590	9.810	10.195	10.740
Custodial Marine	*7.400	7.830	8.240	9.170	9.590	9.810	10.195	10.740
Custodial Windows	*7.400	7.930	9.145	10.400	10.830	11.095	11.515	12.060
Harness Cleaner	*7.400	7.830	8.240	9.170	9.650	9.935	10.315	10.860
Harness Maker	*7.400	8.090	9.410	10.745	11.275	11.350	11.795	12.350
Horseshoer	*7.400	8.410	9.715	11.020	11.410	11.665	12.125	12.680
Innoventions I	*7.400	10.130	10.380	10.930	11.330	11.595	11.745	12.020
Innoventions II	*7.400	13.505	13.875	14.750	15.175	15.575	15.985	16.390
Livestock Driver	*7.400	8.255	8.940	9.765	10.200	10.475	10.875	11.430
Main Gate Receptionist	*7.400	7.830	8.240	9.170	9.545	9.725	10.110	10.645
Merchandise	*7.400	7.830	8.240	9.170	9.490	9.625	9.790	10.125
Merchandise Markers	*7.400	7.830	8.240	9.170	9.490	9.625	9.565	9.670
Messenger	*7.400	7.830	8.240	9.170	9.490	9.625	9.815	10.180
Milliner	*7.400	7.830	8.240	9.780	10.425	10.905	11.260	11.745
Seamstress-Fitter	*Open	7.830	8.240	9.170	9.450	9.520	9.890	10.430
Seamstress-Fitter II	*7.400	7.830	8.240	9.780	10.425	10.905	11.260	11.745
Sewing Machine	*7.400	7.830	8.240	9.170	9.365	9.370	9.735	10.275
Shipping/Receiving	*7.400	7.830	8.240	9.205	9.715	10.025	10.415	10.960
Stable Attendant	*7.400	7.830	8.240	9.170	9.650	9.935	10.315	10.860
<b>Tickets (Vacation Planner)</b>	*7.400	8.135	8.550	9.490	9.850	10.030	10.430	10.965
Truck Driver	*7.400	7.830	8.240	9.205	9.875	10.355	10.755	11.300
Truck Driver - Semi (1)	*7.400	15.410	15.650	16.150	16.335	16.520	16.750	16.975
Truck Driver - Bobtail (2)	*7.400	14.855	15.100	15.600	15.790	15.975	16.180	16.390
Utility	*7.400	8.305	9.690	10.985	11.260	11.640	12.080	12.640
Valet Runner	*6.750	6.750	6.750	6.750	6.750	6.750	6.750	6.750
Wardrobe	*7.400	7.830	8.240	9.170	9.490	9.625	9.835	10.220
Wardrobe Laundry Att	*7.400	7.830	8.240	9.170	9.490	9.625	9.835	10.220
Wardrobe Mistress	*7.400	7.830	8.240	9.170	9.430	9.490	9.855	10.400
Wardrobe Specialist	*7.400	7.830	8.240	9.170	9.650	9.940	10.325	10.865

\*Casual Temporary rates may be increased periodically by the Employer to meet hiring necessities. Additional inducements or incentives to meet hiring or retention needs may be implemented by mutual agreement of the Company and the Union.

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Note: The above rates are minimum rates of pay. The Employer may hire people at various stages of the progression, if necessary to meet hiring requirements.

## SECTION INDEX

	<u>Page</u>
SECTION 1. - INTENT OF THE PARTIES .....	1
SECTION 2 - RECOGNITION.....	2
SECTION 3 - UNION SECURITY .....	2
SECTION 4. - NOTICES .....	3
SECTION 5 - ACCESS TO UNION REPRESENTATIVES.....	3
SECTION 6. - WORK STOPPAGES AND LOCKOUTS.....	4
SECTION 7. - GRIEVANCE & ARBITRATION PROCEDURES .....	5
SECTION 8. - JOINT CONFERENCE BOARD - OTHER MATTERS.....	7
SECTION 9. - NEW CLASSIFICATIONS .....	8
SECTION 10. - PROBATIONARY PERIOD .....	8
SECTION 11. - WAGE RATES AND WORKING CONDITIONS.....	9
SECTION 12. - UNIFORMS/COSTUMES.....	10
SECTION 13 - HEALTH AND WELFARE, DENTAL & VISION PLANS. ....	12
SECTION 14. - VACATIONS.....	13
SECTION 15. - HOLIDAYS .....	19
SECTION 16. - PAY DAY.....	21
SECTION 17. - REPORT PAY.....	22
SECTION 18. - LEAVES OF ABSENCE.....	23
SECTION 19. - RETIREMENT PLAN.....	24
SECTION 20. - JURY SERVICE .....	29
SECTION 21. - SENIORITY .....	30
SECTION 22. - SHOP STEWARD.....	38

	<u>Page</u>
<b>SECTION 23. - WAIVER.....</b>	<b>38</b>
<b>SECTION 24. - DURATION.....</b>	<b>39</b>
<b>SECTION 25. - GENERAL SAVINGS CLAUSE.....</b>	<b>39</b>
<b>SECTION 26. - QUALIFICATIONS.....</b>	<b>39</b>
<b>SECTION 27. - SICK LEAVE. ....</b>	<b>40</b>
<b>SECTION 28. - CHECKOFF.....</b>	<b>42</b>
<b>SECTION 29. - MANAGEMENT'S RIGHTS.....</b>	<b>42</b>
<b>SECTION 30. - SUBCONTRACTING.....</b>	<b>42</b>
<b>SECTION 31. - BEREAVEMENT LEAVE.....</b>	<b>43</b>
<b>SECTION 32. - FOUR (4) DAY, TEN (10) HOUR PER DAY WORKWEEK.....</b>	<b>44</b>
<b>SECTION 33. - DRUG AND ALCOHOL ABUSE POLICY.....</b>	<b>45</b>
<b>SECTION 34. - WORKDAY AND WORKWEEK.....</b>	<b>49</b>
<b>SECTION 35. - GROUP CLASSIFICATIONS.....</b>	<b>53</b>
<b>SECTION 36. - PREMIUMS.....</b>	<b>53</b>
<b>SECTION 37. - JOB CLASSIFICATIONS AND WAGE RATE SCHEDULES.....</b>	<b>55</b>
<b>ABSENTEEISM AND TARDINESS STANDARD.....</b>	<b>58</b>
<b>WAGE RATES.....</b>	<b>60</b>