

MASTER SERVICES AGREEMENT

Between

**DISNEY CALIFORNIA ADVENTURE
PARK
A Division of
Walt Disney Parks and Resorts U.S.
("Employer")**

And

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

October 1, 2013 – September 30, 2018

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Between

DISNEY CALIFORNIA ADVENTURE PARK
a Division of **Walt Disney Parks and Resorts U.S.**
(Hereinafter referred to as the "Employer" or "DCA")

And

TEAMSTERS AUTOMOTIVE, INDUSTRIAL AND ALLIED WORKERS LOCAL NO. 495,
AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS; SERVICE
EMPLOYEES INTERNATIONAL UNION-UNITED SERVICE WORKERS WEST; AND UNITED
FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 324,
(Hereinafter collectively referred to as the "Union")

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

Amending Agreement originally entered into on January 27, 2001. Amendment shall be effective as of October 1, **2013**, or at subsequent dates as set forth in this Agreement, hereinafter entitled the **2013** 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 Master Services Unions shall be determined between the involved Unions and no jurisdictional stoppages or slow-downs shall be imposed upon Disneyland as a result.

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.

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 **Amendments Act (ADAAA)**. Nothing in this agreement shall be construed as inconsistent with, or as requiring Employer to act in any way inconsistent with, such Act.

SECTION 2.
RECOGNITION

A. The Employer, for itself alone and no other employer, agrees to recognize the Union as the exclusive collective bargaining agent with respect to wage rates of pay, hours of employment, and specific terms and conditions of employment for its employees at Disney California Adventure, and effective October 1, 2009, the Employer recognizes the four (4) Merchandise Stores located within three (3) Resort hotels at the Disneyland Resort (i.e., Disneyland Hotel, Paradise Pier Hotel and the Disney's Grand Californian Hotel), and no other facility, who are working in the job classifications contained herein.

B. It is further understood and agreed that the Employer's recognition of the Union shall not constitute an agreement, expressed or implied, by any other employer, including but not limited to the following:

1. any corporation, business, or asset that is currently or subsequently owned , purchased, acquired, developed, constructed, improved, operated, or otherwise run by the Employer and any/or parent, subsidiary, or related entity or corporation, or
2. any third party Vendor, Contractor or Concessionaire that employs employees at DCA, to recognize the Union. For purposes of this Agreement, other Disney entities such as Disney Quest, Club Disney, ESPN Stores, etc., shall be considered third party Vendors, Contractors or Concessionaires

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.

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. **The Parties agree that all notices referenced herein may be sent electronically, at the discretion of the Employer.**

SECTION 5.
ACCESS TO UNION REPRESENTATIVES/BULLETIN BOARD

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.

The Employer shall provide a bulletin board in an area which is frequented by employees for the posting of official Union notices and a list thereof. The minimum size of the bulletin board will be 2' high by 3' wide for a single bulletin board or 3' high by 4' wide for a double board. The board shall be covered with glass and under lock and free of obstructions. This board shall be used for the display of the following notices: Union meetings, Union appointments, Union elections and official Union social affairs. The Union agrees not to post material of a derogatory nature regarding the Employer or its personnel. It is agreed that no Union matter of any kind shall be posted in and about the premises of the Disneyland Resort except on said board.

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 Employer.

B. Failure to Cross Picket Line - Violation of Agreement

Failure of any employee covered by this Agreement to cross any picket line established at Disneyland Resort 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 **the** Disneyland Resort 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 **the** Disneyland Resort shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility. The failure of the Employer to exercise this right in any instance, shall not be deemed a waiver of this right in any other instances, nor shall the Employer's right to discipline all employees for any other cause be in any way affected by this paragraph C.

D. Disputes With Concessionaires

Disputes between the Union parties hereto and any concessionaire operating in **the** Disneyland Resort shall be so handled as not to interfere with the Employer's business or the business of any other concessionaire not a party to such disputes. No picketing or concerted action against any one or more of the concessionaires will be conducted at **the** Disneyland Resort or near or around the entrance or exits of **the** Disneyland Resort. "Concessionaire" as used herein includes a concessionaire and also a licensee, lessee, contractor, or subcontractor. In the event any other organization pickets at or near **the** Disneyland Resort, the Unions signatory hereto agree to use their best efforts to see that such picket line does not affect the operations of the Employer or concessionaires who are not involved in the dispute.

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. Once the Employer has an opportunity to become aware of an occurrence, discipline will be presented and discussed within twenty-one (21) calendar days, based on employee availability. The Employer reserves the right to extend an investigation when necessary, due to extenuating circumstances, and/or employee availability, and shall notify the Union of such extension.

C. 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.

D. 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.

E. Oral or written warnings concerning employee misconduct with respect to safety, and guest courtesy 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. **Anytime an employee signs a disciplinary memorandum, he/she shall automatically be given a copy.** A copy of the warning notice will be sent to the Union.

F. Employees receiving written safe work practices and/or training information or materials from the Employer 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.

G. The Employer will provide a written notice of termination, stating the reason(s) for termination, to Regular employees who have passed their probationary period and are terminated by the Employer. This written notice will be given to the employee at the time of termination, and shall be signed by the employee in acknowledgement that a copy of the notice has been received by the employee. This notice requirement will apply only to employees who are terminated in person by the Employer. Said requirement shall not apply to employees who are terminated by other means, such as by telephone, letter, fax, etc., or for employees who fail to appear for a termination meeting with management. The failure of the Employer to provide the written notice of termination to the employee shall not be a basis for the discharge to be set aside under the provisions of this agreement.

H. Recording Devices: The Parties agree that no recording devices of any kind shall be permitted to be utilized during Step 1, 2, or 3 of the grievance procedure.

I. 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.

J. When an employee is placed on an investigatory suspension, the Employer will inform the employee of the issue(s) being investigated. However, failure to specifically inform any employee of issues being investigated shall not preclude the Employer from proceeding with appropriate discipline as a result of such investigation, nor preclude the Employer from expanding such investigation into areas not communicated to the employee at the time of the investigatory suspension.

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, **the Company and the Union agree to expedite the grievance process.** 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 Employer's Labor Relations Representative in writing.

STEP 4.

A. Should the parties fail to reach agreement as provided for in Step 3, **the Company and the Union agree to expedite the grievance process.** 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 (**Michael Rappaport, Carl Chernoff, Joe Gentile, Jonathan Monat, Sara Adler, Lou Zigman and Terri Tucker**) of **seven (7)** 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. **If an arbitrator is permanently no longer available, the Employer and the Union may meet and agree on a new individual as a replacement.**

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.

SECTION 8. 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 9. PROBATIONARY PERIOD

A. All new Regular Full-Time employees employed after the effective date of this Agreement will be considered probationary employees for a period not to exceed sixty (60) calendar days. All new

Casual Regular employees who are first employed after the effective date of this Agreement will be considered probationary employees for a period of one hundred twenty (120) calendar days. The above referenced probationary periods may be extended for thirty (30) days by mutual agreement of the Employer and the Union. **If a Casual Temporary employee converts to Casual Regular status and has continuous service within the same job classification, the Casual Temporary employee's time accrued will count towards his/her probationary period.**

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.

Any probationary period interrupted by any leave of absence(s) shall automatically be extended by the same number of days as such leave of absence(s).

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 13, Vacation Pay, Section 26, 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 13, 14, and 26. 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 20.C., 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 20. C.) 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.

G. All employees who transfer from other Disneyland Resort sites shall be considered probationary employees for thirty (30) days. If the Employer, at its sole discretion, determines the employee to be unqualified or otherwise not suitable in the new position, the Employer will return the employee to his or her previously held position with no loss of seniority.

During the same time period (30 days), if an employee desires to return to his or her previously held position, the Employer shall endeavor to do so, subject to the Employer's need for the employee's services at DCA. Nothing in this paragraph shall affect the Employer's right to terminate or discipline employees for cause.

SECTION 10.
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 11.
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. **The Company will provide a wide range of costume sizes. In cases of extreme weather, the Company shall authorize a temporary and appropriate themed costume exception.**

B. Where the Employer, for safety purposes, requires the use of protective clothing, shoes, or other safety devices, they will be furnished without cost to the employees. The Union agrees to notify its members that they are required to use the devices furnished.

C. With respect to clothing furnished by the Employer, employees may, at the discretion of the Employer, be required to take their costumes home with them at the end of their shift. Further, the Employer may designate all or some costumes to be 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 Employer to provide lockers for employee use.

- D.
1. Employer agrees to post, three (3) weeks prior to commencement, notices of intent to clear all lockers on a specified date. Such clear-out shall be for the purposes of fumigation and repair of locker facilities.
 2. Employer property recovered during such clear-out will be returned to the Costuming Department.
 3. Personal property recovered during such clear-out will be identified by the name of the employee and retained for a period of three (3) months, or until such time as claimed by the employee owning such personal property, whichever occurs first. If an employee is on an extended Leave of Absence, the three (3) month period becomes effective on the date the employee returns to work.
 4. In the event the Employer deems it necessary to inspect an employee's locker, other than during pre-notified clear-out periods, the following personnel shall be present when such inspection occurs:
 - (a) The employee and/or his or her duly appointed Union Representative.
 - (b) A member of management from other than the area of the inspecting Supervisor 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.

SECTION 12.

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 Full-Time employees scheduled to work a minimum of thirty (30) hours per week in five (5) days of the workweek. Eligible employee's coverage shall become effective the first day of the month following completion of ninety (90) days of continuous service as a Regular Full-Time employee.
- B. Eligible employees shall have an option, on an annual basis, to determine the type of coverage they desire under the Employer's Signature Plan.
- C. If the Employer 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.
- D. The Company agrees to meet and discuss the administrative process for monitoring continued eligibility of Regular Full-Time employees for Disney Health & Welfare benefits as set forth in the**

Side Letter of Agreement: Administrative Process for Monitoring Continued Eligibility of Regular Full-Time Employees for Disney Health & Welfare Benefits.

E. The Company and Council agree to meet within thirty (30) days of the request of either party to discuss the effect and implication of the Patient Protection and Affordable Care Act (“ACA”) on employees and the Company.

SECTION 13.
VACATIONS

I. Eligibility

A. 1. Each Regular Full Time status employee and each Casual Regular status employee hired prior to April 16, 2006, is eligible to accrue credits towards a vacation and shall receive a vacation in accordance with Subsection II, below.

2. Not eligible are Casual Temporary employees, Casual Regular employees hired on or after April 16, 2006 and Probationary employees as defined in Section 9.

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 Full Time status employee is one who has agreed to accept Full-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 26, 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. Eligible Regular employees shall accrue vacation benefits on the five (5) week vacation accrual formula beginning with the start of the 20th year of service based upon formula "D" below.

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
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.

Vacation requests which carry over from one Requested Period to another set forth above will be approved or denied in their entirety.

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

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

For vacation requests submitted no less than eight (8) weeks prior to the start date of the request, the Company will approve or deny as soon as possible, but no later than six (6) weeks prior to the start date of such request. Vacation requests submitted with less than eight (8) weeks advanced notice of the requested start date will be approved or denied within two (2) weeks of submittal.

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.

Requests for holidays off in accordance with eligibility and terms in Section 14. Holidays, and requests for Personal Days Off in accordance with eligibility and terms in Section 26. Sick Leave, may be submitted for consideration during the pre-approved periods above. Posting of approvals, consideration of requests that were not approved, and consideration of requests submitted after the selection periods will follow the same processes above.

In the event that it becomes necessary for the Employer to cancel a pre-approved vacation, the Employer 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 Employer shall provide payment of up to one-half (½) of an employee's total accrued vacation to a maximum of three (3) weeks (120 hours) on an annual basis. Such request for payment will be accepted two (2x) times per calendar year during any payroll week of the calendar 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 14.
HOLIDAYS

I.A. Full-Time Employee Holidays:

The following shall be paid holidays for **Full-Time** employees who have completed their probationary period:

Martin Luther King Jr. Day	Labor Day
Presidents' Day	Thanksgiving Day
Easter Sunday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day (July 4)	New Year's Eve Day

B. Full-Time Eligibility for a Holiday Not Worked:

1. **Employees must** have a recorded payroll classification of Regular Full-Time, and have completed the probationary period.

2. Not eligible are Casual Regular, Casual Temporary, or Probationary employees as defined in Section 9, 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 **Regular Full-Time** 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. **Full-Time Eligibility for a Holiday Worked:**

1. **Employees** must have a recorded payroll classification of Regular Full-Time, and have completed the probationary period, to be eligible for the ten (10) holidays listed in 'A' above.

2. Not eligible are Casual Temporary **or** Probationary employees, as defined in Section 9, Probationary Period.

3. An eligible Regular Full-Time 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 **III (B)**.

4. An eligible Regular Full-Time 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.

5. An eligible **Full-Time** employee who works on a recognized holiday, and is also terminating his or her employment with the Employer on that day, shall receive pay at double (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.

D. **Additional Full-Time Holiday Provisions:**

1. 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.

2. 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 **III (B)**.

II.A. **Casual Regular Employees – Holiday Premium for Hours Worked:**

1. Casual Regular employees hired prior to April 16, 2006 who have completed their probationary period and work on the following days shall be paid at time and one half 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 **III (B)**:

Martin Luther King Jr. Day
Presidents' Day
Easter Sunday

Labor Day
Thanksgiving Day
Christmas Eve Day

Memorial Day
Independence Day (July 4)

Christmas Day
New Year's Eve Day

2. Casual Regular employees hired on or after April 16, 2006 who have completed their probationary period and work on the following days shall be paid at time and one half 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 III (B):

Memorial Day
Independence Day (**July 4**)
Thanksgiving Day

Christmas Day
New Year's Eve Day

The following two (2) additional paid holidays will become effective for Casual Regular employees hired on or after April 16, 2006 after 2 years of continuous service:

Labor Day
Presidents' Day

The following three (3) additional paid holidays will become effective for Casual Regular employees hired on or after April 16, 2006 after 3 years of continuous service:

Martin Luther King Jr. Day
Christmas Eve Day
Easter Sunday

B. Additional Holiday Premium Eligibility for Holiday Hours Worked:

1. Not eligible are Casual Temporary, or Probationary employees, as defined in Section 9, Probationary Period.

2. An eligible Casual Regular stasured employee shall receive one and one-half times (1½ x) 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.

3. An eligible Casual Regular employee who works on a recognized holiday, and is also terminating his or her employment with the Employer on that day, shall receive pay one and one-half times (1½ x) his or her straight-time rate, including any shift premium and Lead pay, for all hours worked in his or her regularly scheduled shift.

III. Other Applicable Full-Time and Casual Regular Holiday Provisions:

A. 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.

B. 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, 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. For information relating to the process for obtaining pre-approved holiday time off, please refer to Section 13. II. (E) 2 – Vacations.

C. An employee who is scheduled to work on a recognized holiday and who does not work shall not receive holiday pay.

D. An eligible employee who fails to return to work immediately following a paid holiday, as scheduled, may qualify for holiday pay provided the employee proves satisfactorily to the Employer that the failure to return was caused by personal illness, injury or death in the immediate family and provided that the employee returns to work within thirty (30) calendar days following the holiday.

IV. Casual Regular – Paid Days Off:

Effective January 1, 2014, and January 1st of each year thereafter, Casual Regular (CR) employees, hired on or after April 16, 2006, who have been paid the required number of hours and have the required years of continuous service as a Casual Regular employee, shall be eligible for Paid Days Off (PDO) in accordance with the chart below:

PDO Eligibility Requirements and Allotments

Years of Continuous CR Service As of January 1st Each Year	Minimum Hours Paid Threshold in Previous Calendar Year	Number of PDOs	Total
2 Years	1250	2	2
3 Years	1250	1	3
4 Years	1250	1	4
5 Years	1250	1	5

The 1250 hours and years of continuous service eligibility requirements noted in this Section shall apply on January 1st of each consecutive calendar year. PDOs shall not be granted retroactively if an employee fails to meet the eligibility requirements above.

Employees are expected to use all PDOs no later than December 31st of each calendar year. If an employee does not use all of his or her full allotment of PDOs by the end of the calendar year, then he or she will be granted additional PDOs in the new calendar year to bring them up to no more than the total number of PDOs allowed for the new year in accordance with the chart above.

Employees may use allotted PDOs as paid days off upon approval, based on business need. A Casual Regular employee’s PDOs shall be used and paid in whole day increments, and may not be used in increments of less than a whole day. Pay in lieu of unused PDOs shall not be granted.

SECTION 15.
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.

- B. The Employer and the Unions agree to mutually resolve, 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 16.
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 the greater of two (2) hours of pay or half their scheduled straight time shift, not to exceed four (4) hours of pay. Each employee shall keep Human Resources 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 (1½x) 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 (1½) 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 33.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 nine (9) 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 nine (9) hours, between any two (2) regularly scheduled shifts, the affected employee shall receive time and one-half (1½) pay during the second (2nd) shift until nine (9) hours have elapsed from the termination of the employee's first (1st) regularly scheduled shift.

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 (2nd) shift.

SECTION 17.
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 Health Services 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. Prior to returning to work an employee on a medical leave of absence must provide Health Services with documentation from their physician releasing them to return to work. The release documentation must specifically state the date that the employee's **physician has cleared him/her** to return to work. Health Services must clear the employee before they return to work and may require a medical examination or additional documentation from the employee's physician to ensure fitness for duty.

D. Notwithstanding anything else contained in this Section 17., 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 18. 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. Effective 9/15/98, Employer to provide a new 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.

8. Effective July 1, 2013, Employer to provide a new Pension Plan Benefit Schedule for employees with forty-six (46) through fifty (50) or more Credited Years of Service at the rate of \$23.50 per year with a minimum monthly benefit of \$1,026.00 for 46 years and a maximum monthly benefit of \$1,120.00 for 50 or more years.

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

<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%
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 Employer. For purposes of this Agreement, Years of Service and Credited Hours will include all years and hours earned by an employee prior to January 1, 1993. Years and hours earned beginning January 1, 1993 will include the amount determined under the previous sentence plus hours and years earned after December 31, 1992 and after the employee has attained age 35. Rates for this coverage would be billed to Early Retirees at 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
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
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
	53,251 or more	779.25
36	54,000 - 54,750	791.00
	54,751 or more	802.75
37	55,500 - 56,250	814.50
	56,251 or more	826.25
38	57,000 - 57,750	838.00
	57,751 or more	849.75
39	58,500 - 59,250	861.50
	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 – 68,249	1,002.50
	68,250 or more	1,014.25
46	69,000 – 69,749	1,026.00
	69,750 or more	1,037.75
47	70,500 – 71,249	1,049.50
	71,250 or more	1,061.25
48	72,000 – 72,749	1,073.00
	72,750 or more	1,084.75
49	73,500 – 74,249	1,096.50
	74,250 or more	1,108.25
50	75,000 or more	1,120.00

K. Employees hired on or after October 1, 2013 shall not be eligible to join or participate in the Disneyland and Associated Companies' Retirement Plan.

Eligible employees hired prior to October 1, 2013 will remain eligible for participation in the Disneyland and Associated Companies' Retirement Plan according to the Plan eligibility and requirements.

L. Hourly 401(k) Plan

The Company agrees to provide and implement the Disney Hourly 401(k) Plan on October 1, 2013 on the following basis:

- 1. Eligible employees as defined in paragraph (2) below may contribute up to fifty percent (50%) of their annual hourly straight time wages on a pretax basis, up to the maximum provided by Federal Law. The Employer will make a matching contribution equal to seventy-five percent (75%) of the first four (4%) percent of the employee contribution, for a maximum Employer contribution of three percent (3%) of straight time wages up to the IRS maximum. The Employer matching funds may be invested by the employee in any of the investment option(s) available under the Disney hourly 401(k) plan.**
- 2. All Employees over the age of eighteen (18) are eligible to make contributions to the 401(k) plan.**
- 3. The Company reserves and retains the right to administer the Plan internally or through the use of an outside administrator, to change or modify the investment choices available to the participants of the Plan, to charge an administrative fee directly to participant accounts, to charge transaction fees directly to a participant account (for example, loan setup and ongoing processing fees), to modify the Plan as necessary to remain in compliance with applicable law, and to make any other design decision, change or modification to the Plan deemed appropriate by the Employer, with the exception of vesting requirements, eligibility for participation and Employer matching contributions.**

SECTION 19.
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 Human Resources and is then excused from regularly scheduled work and reports for Jury Service and furnishes the Employer with a certification of Jury Service, signed by an official of the court reflecting Jury pay received, the employee shall be paid the difference between Jury pay received and

the amount he or she would have normally received for his or her regularly scheduled shift at his or her regularly scheduled straight-time hourly rate as provided below.

B. Any employee who is called for Jury Service and loses time from work, but is not accepted, released or his or her services are terminated, must report to his or her job promptly, provided that 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 (2nd) or the third (3rd) 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 (1st) shift for the duration of his or her period of Jury service. When an employee is notified that his or her Jury service obligation has expired, he or she shall promptly notify his or her supervisor of the fact. At least eight (8) hours of non-work time shall elapse between the old and the new shift.

D. Jury service pay shall not exceed twenty (20) working days in any one (1) calendar year.

E. The Employer reserves the right not to excuse any eligible employee for Jury service when such employee's services are needed by the Employer because qualified replacements are not available or the employee's absence would result in a hardship to the Employer, if the Employer can get the employee excused from Jury service.

F. Any eligible employee who is selected to serve on a trial that requires the employee to be in court Monday through Friday shall, if the employee so requests with three (3) days prior notice, be allowed to take either Saturday or Sunday as an authorized day off without pay. The selection of which day is allowed off shall be determined by the Employer based upon the need for the employee's services.

SECTION 20. SENIORITY

Disney California Adventure shall be considered separate and distinct from Disneyland for seniority, scheduling, and related purposes.

A. 1. (a.) The principles of seniority shall be observed in layoffs, recalls, 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.

(b.) Selection to Regular Full-Time Group Classification

Criteria for Full-Time Conversions/Opening

The following is the selection criteria for Full-Time openings under the Disneyland Master Services Agreement.

Where skill and ability, qualifications, work record, and demonstrated performance are relatively equal, the principles of seniority shall be observed when making the final determination as to which Cast Member(s) shall be selected for Regular Full Time positions. However, the final selection shall be at the discretion of the Employer, but shall not be arbitrary or capricious in nature.

Work record must be clear of all of the following:

- 6 months for attendance discipline
- 6 months for general discipline
- 12 months for safety and courtesy discipline

Consideration will be made regarding the following skills and abilities:

- Exhibits excellent Guest Service skills.
- Meets performance measures where applicable and/or has specific job skills, e.g., Distribution Center, Merchandise Back of House, Seamstress, etc.

A minimum of 1 year relevant work experience is preferred.

Selection Process

- The Company will post Regular Full-Time openings. The Employer will consider all Regular Full-Time and Casual Regular Cast Members for these opening(s) who apply in writing to their area management and who also meet the selection criteria referenced above. If there are no Cast Members who meet the selection criteria, the Employer may hire directly from the external market to fill the available opening(s).
- The Employer will select qualified Cast Members in the following order:
 - Current Regular Full-Time Cast Members from another job classification within the Master Services Agreement. (For example, an RFT Merchandise h/h to an RFT Attractions h/h.) These Cast Members will be placed at the bottom of the RFT Attractions job classification for seniority and scheduling purposes.
 - Casual Regular Cast Members from the same job classification (e.g. Attractions CR to Attractions RFT)
 - Casual Regular Cast Members from another job classification within the Master Services Agreement (e.g. CR Custodial h/h to Merchandise RFT)

Grievance Procedure

- Any dispute on the application of the seniority principle shall be subject to the grievance procedure.

(c.) The Downtown Disney merchandise locations (World of Disney, Team Disney, Candy Store, Hotel Stores etc.), may, at the sole discretion of the employer, be broken out as a separate and

distinct location complex from the rest of Disney California Adventure, for seniority, scheduling, and related purposes. As in the current scheduling parameters, the scheduling merchandise location complex according to job and group classification and availability by department, provided additional training is not required.

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. Additional Work

(a) If the Employer deems it necessary to utilize overtime on the posted schedule, the principles of seniority shall be observed to distribute additional hours first to qualified (job knowledge and skills and ability) employees who have advised the Employer in writing of their availability and preference for overtime; and second, in reverse seniority order to qualified, available employees if involuntary overtime is required.

(b) If the Employer deems it necessary to add shifts to the posted schedule prior to the day of implementation of a schedule, the Employer will call, on a seniority basis by job and group classification employees who have advised the Employer of their availability for additional straight-time hours to distribute additional hours first to qualified (job knowledge and skills and ability); and second, on an overtime basis as defined in 3.(a) above.

(c) If the Employer deems it necessary to add or extend shifts during the course of daily operations, due regard will be given to seniority by location or grouping of locations in close physical proximity where costume changes are not required.

4. The principles of seniority shall be considered in the selection of working leads and general leads. However, the final selection shall be at the discretion of the Employer.

5. 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.

6. Any dispute on the application of the seniority principle shall be subject to the grievance procedure.

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

8. 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.

9. 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 within fifty-two (52) consecutive payroll weeks from the date of accepting such position with the Union. The above referenced fifty-two (52) weeks may be extended by mutual agreement of the parties.

10. Training

(a) The Employer will determine the necessary training and cross-training of its employees, in each job classification, dependent on the Employer'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 Employer in writing on an appropriate form provided by the Employer.

(c) 1. 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 Employer 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.

2. In addition, the Training language referred in paragraph (c). 1. above shall also be utilized in determining which Cast Members will be trained or cross-trained for the purposes of scheduling Flexibility of Job Classifications (Section 37.C.) and Interchangeability between Disneyland Park and Disney California Adventure (Section 20.E.).

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

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 Employer to restrict the number of eight (8) hour shifts nor to limit the number of eight (8) hour shifts with early start times, other than is dictated by legitimate business needs.

13. For Regular employees who transfer to DCA, their seniority date will become the date selected by the Employer to be designated as the effective date for all employees who have permanently transferred to DCA from Disneyland from on or about November/December 2000 through the Post Opening period of DCA on or about 9/1/01. Employees permanently transferring to DCA after 9/1/01 will be placed at the bottom of the appropriate work status (e.g., Regular Full-Time, Regular Part-Time, and Casual Regular) with the appropriate transfer date. For Regular employees hired from the outside, their seniority date will be the effective hire date, subject to successful completion of the applicable probationary period.

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

1. Employment during that period of time which is defined in subsection C.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.

C. 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.

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

D. The Employer 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.

E. Interchangeability of Cast Members between Disneyland Park and Disney California Adventure.

Disneyland Park may utilize employees from Disney California Adventure or utilize Disneyland Park employees at Disney California Adventure, including Downtown Disney, when Regular employees are not available at straight time rates of pay.

F. Disneyland Resort College Program

1. The Disneyland Resort College Program (“DRCP”) is a unique internship that blends learning components with a paid work experience.

2. The Program components consist of the Disney College Program and the Disney Career Start Program.

a. The Disney College Program is offered to students who are currently enrolled in a college or university.

- b. The Disney Career Start Program is offered to recent high school graduates.
- c. Both Programs are generally scheduled for a five (5) to seven (7) month period of time and are generally scheduled to coincide with the spring and fall semesters of each school year based on the needs of the business.
- d. As part of the requirements in the Disneyland Resort College Program, all participants must meet the same standards as other employees.

3. Work Status

a. Disneyland Resort College Program employees will be stasured as Casual Regular employees under the Agreement. However, this Disneyland Resort College Program section of the agreement will take precedence over any Casual Regular terms and conditions set forth in this agreement where there is an actual or perceived difference in Casual Regular terms and conditions of employment. All other terms and conditions contained in the agreement pertaining to Casual Regular employees will remain in effect and apply to Disneyland Resort College Program employees.

4. Rate of Pay

a. An employee working under the Disneyland Resort College Program will be paid the Regular Start Rate during the duration of their entire five (5) to seven (7) month program.

5. Hours Worked Per Week

a. Disneyland Resort College Program employees must be fully available to work an average of up to thirty two (32) hours per week during non-Peak seasons, and up to forty (40) hours or more per week during Peak seasons as defined in Section 20. (Seniority), paragraph C., based on the needs of the business.

6. Benefits

a. An employee working under the Disneyland Resort College Program will be eligible to receive the benefits available to non-DRCP Casual Regular employees after completing the one hundred twenty (120) day Casual Regular probationary period as defined in Section 9., Probationary Period.

b. However, under no circumstances will a Disneyland Resort College Program employee be eligible for the Disney Signature Health & Welfare Benefit Program while he or she is employed under the terms and conditions of the Disneyland Resort College Program.

7. Seniority

a. Any and all employees working under the Disneyland Resort College Program will be assigned a scheduling seniority date of three years prior to the start date of the College Program in which they are enrolled.

b. Seniority after completing the Disneyland Resort College Program

1. A Disneyland Resort College Program employee who completes the Program may apply for either a Regular Full-Time or Casual Regular position. If selected, the employee will be given a new scheduling seniority date based on his or her new hire date.

G. As determined by the Employer, a “Guest Show Operations” core group Scheduling Unit (defined as all general guest/crowd control, including but not limited to Parade Control, Fantasmic Crowd Control, etc.) may be established as a separate scheduling unit across both Disney California Adventure and Disneyland Park. The core group Scheduling unit hours as well as any additional guest/crowd control hours that may be needed may be filled by any job classification within either Agreement or outside of either Agreement per the past practice and ongoing agreement of the parties.

H. As determined by the Employer, the following locations/job classifications may be established as separate scheduling units across both Disneyland Park and Disney California Adventure.

1. The Stroller/Package Express merchandise location.
2. Health Services/Baby Station
3. The Candy Maker job classification
4. Innoventions/Drawn to Animation

SECTION 21.
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 request that a steward **be** present during an investigatory conference with supervision.

SECTION 22.
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 23.
DURATION

A. This Agreement shall be in full force and effect from October 1, **2013** to September 30, **2018**, and from year to year thereafter, subject to the right of either party to terminate same on September 30, **2018**, or at any anniversary of September 30, following September 30, **2018**, 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 September 1, **2018**, or on September 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 Disney California Adventure 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 October 1, **2013** and ending September 30, **2018**, or thereafter, except as shown in Section **8**, heretofore.

SECTION 24.
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 25.
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 26.
SICK LEAVE

A. Each Regular Full-Time 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 **the employee cannot** 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. For information relating to the process for obtaining pre- approved time off utilizing sick pay, please refer to Section **13.II. (E) 2. – Vacations.**

I. Upon the request of an eligible employee, the Employer shall provide for payment of up to all accrued Sick Leave in excess of ninety-six (96) hours on an annual basis. Such request for payment of an

accrued Sick Leave will be accepted two (2x) times per calendar year during any payroll week of the calendar year.

SECTION 27.

CHECKOFF

The Employer agrees to withhold, on a weekly basis, the authorized monthly dues, initiation fees and/or weekly shift 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 authorized monthly dues, initiation fees, and/or weekly shift fees 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 28.

MANAGEMENT'S RIGHTS

The parties hereto recognize that it is the right, obligation and responsibility of the Employer to operate its business in the manner which is consistent with its corporate goals, therefore, except as limited by the terms of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of the business, including but not limited to, its right to determine, select and direct the number of employees assigned to any classification of work; to establish and change work schedules and assignments; to lay off, or otherwise release employees from duty for lack of work, or to discipline any employee, including suspension and discharge, for just cause; to establish and enforce rules for personal appearance; to discontinue conduct of business or operations in whole or part; to institute technological changes and otherwise to take such measures as Management may reasonably determine to be necessary to the orderly, efficient and economical operation of the business, 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 29.

SUBCONTRACTING

A. With respect to any operation as set forth in Section 2 (Recognition), B. 1. and/or B. 2., of this Agreement, the Employer shall have the unrestricted right to subcontract or outsource this work or operation even if at some date subsequent to the effective date of this Agreement the Employer chooses to operate any of said facilities or operations under the terms of this Agreement.

B. 1. With respect to any operation initially operated by the Employer under the terms of this Agreement, the Employer shall have the unrestricted right to subcontract or outsource this work/operation, but will discuss with the appropriate union the impact of such a decision prior to engaging in such subcontracting or outsourcing of work. Within thirty (30) days of the final selection of a vendor, the Employer will provide the union with a description of the work to be performed by the vendor and the reasons that the Employer is planning on subcontracting or outsourcing work. The union may then propose

alternative or additional vendors for consideration by the Employer prior to the final vendor selection being made. However, the final selection of the vendor shall be at the discretion of the Employer.

2. The process described in B. 1., above shall apply only to work that is being permanently subcontracted or outsourced and not to any work that is being subcontracted or outsourced on a temporary or seasonal basis, as well as for special events or one time events. Examples of such subcontracting or outsourcing include but are not limited to, the temporary Attractions utilized during the Circus Fantasy Special Event such as the Ferris Wheel, Seasonal Xmas Shops or Carts, Craft Fairs, the inventorying of products in the Warehouse and Park Shops, and the catering of special events where clean-up of the local area is included. For this type of work or operation the Employer shall have the unrestricted right to subcontract or outsource to the vendor of its choice.

3. In the event the employer engages in the subcontracting or outsourcing of work as described in this paragraph B., the parties hereto agree that Section 20, A. 9. of the Disneyland Master Services Agreement shall provide any employees who are laid off at Disney California Adventure the opportunity to return to Disneyland if they previously worked under the terms of that Agreement immediately prior to transferring to Disney California Adventure. For employees who are laid off at Disney California Adventure, and have not worked under the terms of the Disneyland Master Services Agreement immediately prior to transferring to Disney California Adventure, the Company will utilize its "best efforts" to place such laid off employees in other positions of employment within the Employer's work force.

SECTION 30.
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 member of the immediate family household, such as spouse, same-sex domestic partner, child, step-child, parent, sibling, grandchild, 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 31.
FOUR (4) DAY, TEN (10) HOUR PER DAY WORKWEEK

- A. The Employer shall have the right to establish a four (4) day, ten (10) hour per day workweek in any and all departments and/or locations as determined by the Employer. The Union may present to the Employer a request to establish a four (4), ten (10) hour per day workweek in any and all departments covered under this agreement, however, the final decision shall be based upon business needs as determined by the Employer.
- B. The Employer 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 Employer will select employees, including volunteers for such assignment, utilizing the principles of seniority where skill and ability are relatively equal.
- D. All employees assigned to a four (4) day, ten (10) hour 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 Employer will endeavor to schedule three (3) consecutive days off in the workweek, where possible. However, the final schedule shall be at the discretion of the Employer.
- E. All time worked over ten (10) hours in any one (1) day or forty (40) hours in any one (1) workweek shall be compensated for at the rate of one and one-half times (1½x) 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 14) 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 14) 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 (1½x), 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 14) 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 14) 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 32.
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 Employer that employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with the procedures established by this Agreement and shall not commence until the Union and the 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 **designated** by the Employer. There will be no strip searches or opposite sex observation. In the usual case, the Employer will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Employer has an objective reason to believe that the employee may attempt to contaminate a test specimen.

G. Test specimens shall be sent only to Laboratory facilities certified by an appropriate federal or state agency. If a dispute should arise over the selection of drug test Laboratories, such dispute shall be subject to the grievance and arbitration procedure. The Laboratory(s) selected must, upon request, identify the drugs tested for, the methods used, the manufacturers of the test, the analytical limits and levels used, the methods of reporting results and the chain of custody procedures used to produce forensically acceptable test results. To be qualified under this section, the laboratory must participate in a program of "blind proficiency" testing where they analyze samples sent by an independent party. The laboratory(s) selected will make such results available to an authorized representative of the 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 the same as those called out in the Federal Register, and may be modified whenever changed by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

DRUG
Marijuana
Cocaine
Opiates
Amphetamine
Phencyclidine

In the event that the Employer elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the Employer will give the Union written notice of the test methodology used and the threshold levels employed. Positive thresholds for any other test methodologies will be reviewed with the Union before they are applied. Any dispute over the acceptability of such alternative test methodologies 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 Employer and the Union may jointly select a third certified laboratory and have the sample tested. The results of the various tests will be considered by the Employer in determining the appropriate disciplinary action.

J. Initial tests and re-tests requested by the Employer will be paid by the Employer; costs of re-tests for reconciliation will be split between the employee and the Employer. In the event the Employer test is proven to be a false positive, the employee shall be reimbursed for cost of test procedures paid for by the employee.

K. The drug test laboratory and the specimen collection facility must: establish and maintain a forensically acceptable chain of custody.

L. When required, alcohol testing will be conducted using breath samples although blood samples may be required under exceptional circumstances. Blood samples will be taken at an appropriate medical facility. Where employees are required under this policy to submit samples for alcohol testing, the medical facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of samples for the presence of alcohol as with urine samples for the presence of drugs.

For the purposes of this policy, if a test reveals the presence of alcohol at a level of .08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than .08%, it will not automatically be presumed that this policy has been violated. The results of the test will be considered along with all other relevant, information (e.g. employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this policy.

M. Test results shall be communicated by the laboratory to the Employers medical officials or Manager of Labor Relations. The Employer shall be responsible for maintaining confidentiality of test records and test results will be communicated to job site management strictly on a "need to know" basis. Employee drug test records shall not be released outside **Health Services** unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. Copies of such reports will be provided to the Union when authorized by the affected employee.

N. When and if it becomes necessary to impose discipline for drug-related conduct or job performance, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds consent as to particular documents personal to him, the Employer agrees to provide the Union with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this drug policy, neither the Employer nor the Union 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 Employer's image and reputation. Any disciplinary action for such drug-related conduct will be subject to the grievance procedure with respect to any alleged off-duty related conduct. The Employer will attempt to balance the employee's right to privacy in his off-duty time with other legitimate job- related concerns in weighing the contractual propriety of disciplinary action.

P. At the determination of the Company, a random drug/alcohol testing program may be implemented for certain positions within this Agreement. If such a decision is made, the Company will meet with the Union to mutually agree to which positions will be subjected to such random drug/alcohol testing. Such positions that are deemed to be subject to a random drug/alcohol testing pool will include testing of the previously mentioned list of drugs in H above and tested at the same levels as the Federal Register. The Company will provide thirty (30) days advance notice to Union and employees before instituting the random drug/alcohol testing program.

If such employee whom is subject to the random drug/alcohol testing pool is subsequently tested and has a positive drug result, such employee will be offered a one-time opportunity to 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 17 (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. He/She may be subject to further testing for up to one year, in addition to being placed back in the random drug pool. Should said employee test positive in a future drug/alcohol test subsequent to such return to work, said employee will be terminated.

If any employee refuses to participate in the random drug/alcohol program or refuses to submit to a requested test as outlined above, such employee shall be terminated.

Q. Any employee who voluntarily comes forward and/or admits to the use of drugs will not be subject to discipline, but will be referred to the Employer's Employee Assistance Program (EAP) for rehabilitation. Said employee shall be placed on a leave of absence [not to exceed the time limits as outlined in Section 17 (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 33.
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 be from 12:00 a.m. (midnight) on Sunday through 11:59 p.m. 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.

6. Casual Regular employees not eligible to accrue vacation may request unpaid time off to be considered for approval after Pre-approved vacation requests have been considered as stated in Section 13., II. E.2. After the posting period, consideration will be given first to requests that

were submitted during the Pre- approved period and not approved, followed by those requests submitted within the same week by week-ending date. When multiple requests for the same time period are submitted in the same week, paid time off will be granted before unpaid time off. Such requests will be considered in advance of the schedule.

B. The Payroll week will be Sunday **through** Saturday. The payroll week may be changed by the Employer upon the giving of two (2) weeks notice to the Union.

The Employer 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 Employer's need for employees necessitates scheduling an employee(s) for more than seven (7) consecutive days in any combination of workweeks, the Employer will attempt to alter such schedule for any employee(s) who so requests. In making their revised schedule, the Employer 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, including overtime.

The Employer will give an employee at least four (4) days' notice (which includes the day notice is given) of a change in days off prior to the beginning of the next workweek.

D. **Pyramiding Premiums:**

1. When two (2) or more premium or penalty rates apply to the same hour of work, the higher will be paid, and there will be no pyramiding of any premium or penalty rates, **except as indicated below in number 2.**

2. **Working Lead, General Lead, or a Trainer will receive both the highest skill and ability premium and the Working Lead, General Lead, or Trainer premium when the requirements of 2(a) and 2(b) are met.**

a. **When an employee receiving Working Lead, General Lead, or Trainer premium possesses the job knowledge to perform the function; and**

b. **When an employee receiving Working Lead, General Lead, or Trainer premium is leading or training employees receiving a specific skill and ability premium.**

c. **No employee will receive more than two (2) premiums at any given time.**

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.

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 **Health Services** excuses the employee from further work on that day, he or she shall be paid the unworked balance of his or her regular scheduled shift.

H. At the sole discretion of the Employer, each employee required to change into and out of a costume or uniform shall receive one of the following, but not both.

- 1) A twenty (20) minute period at the end of their shift to make such change; or
- 2) Time Off in lieu of Dress Time

Each employee required to change into and out of a costume or uniform shall receive "Time Off" according to the schedule listed below, in lieu of a fifteen (15) minute period at the end of their shift to make such a change.

a)	Hours Worked	Time Off
	1800	64 Hours
	1575	56 Hours
	1350	48 Hours
	1125	40 Hours
	900	32 Hours
	675	24 Hours
	450	16 Hours
	225	8 Hours

- b) All Time Off in lieu of Dress Time will be paid at the employee's stated straight time hourly rate of pay
- c) All Time Off in lieu of Dress Time that is accrued, but not utilized, will be paid off on March 1 of each year.
- d) Time Off in lieu of Dress Time may be integrated with State Disability or Workers Compensation upon the request of the Employee.

I. Employees required to stay beyond their scheduled shift due to a "slow close" 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. Meal periods will be provided in accordance with applicable CA Labor Code. Where applicable, the meal period may be waived by written mutual consent of both the employee and the Employer.

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 Employer.

K. The Employer will provide adequate paid time for those employees who are required to verify, before leaving the Currency Services 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 Currency Services office at the end of their shift.

L. The Unions party to this Agreement agree to cooperate fully with the Employer to assist the Employer in meeting its obligations as imposed by the S.C.A.Q.M.D. (So. Calif. Air Quality Management District), and agrees to consider the implementation of suggested methods which would enable the Employer to meet such obligations.

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 non-operational 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 34. GROUP CLASSIFICATIONS

A. It is recognized that the total number of hours of work in a workweek are divided into two (2) Group Classifications.

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

*A Casual Regular employee may work in excess of thirty (30) 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, except as outlined in the Job Classifications Sideletter. Employees will be scheduled in accordance with Section 20, A.1. and A.2. above.

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.

A Casual Regular employee who has been converted to Regular Full-Time may in lieu of layoff accept Casual Regular 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 Casual Regular employment in lieu of layoff shall have precedence over those employees having a Casual Regular seniority date. Regular Full-Time employees who have held such position for less than six (6) months and elect to accept Casual Regular employment in lieu of layoff shall utilize their previously held Casual Regular seniority date for scheduling purposes.

SECTION 35.
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 a shift premium of seventy-five cents (75¢) per hour in addition to the regular straight-time rate.
 - 3. 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 and fifty (\$1.50) cents per hour in addition to their individual stasured base rate of pay, and employees assigned as General

Leads shall receive two dollars (\$2.00) per hour, in addition to their individual stated base rate of pay. Employees shall receive Lead premiums only if they are in fact assigned by the Employer 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 Employer to assign any minimum number of employees to perform Lead duties nor preclude the Employer 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" defined as those employees assigned the duties of making daily changes to the prepared line schedules, shall receive one dollar twenty-five (\$1.25) cents per hour in addition to their individual stated base rate of pay. Employees shall receive the Scheduler premium only if they are in fact assigned by the Employer to perform Scheduler duties.

C. Employees assigned to perform special work service in the stroller or wheelchair shop to receive fifty cents (50¢) per hour for all hours or fraction thereof worked, in one hour increments, in addition to their regular straight-time hourly rate of pay. (See Premium Schedule below.)

D. Employees selected and assigned by the Employer to act as Trainers shall receive a premium of one dollar and fifty (\$1.50) cents per hour, 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:

PREMIUM	AMOUNT
*Merchandise H/H Assigned to Candle/Hat Decorator/ Leather Writing/Embroidery Writing	25¢
*Merchandise H/H Assigned to Stock Duties	50¢
*Merchandise H/H assigned to Watch Assembler	65¢
*Merchandise H/H assigned to Inventory Control Specialist (ICS)	\$1.50
*Merchandise H/H assigned to Visual Specialist	\$1.25
*Merchandise H/H assigned to Mail Order	\$1.00
 *Attractions H/H assigned to Premium Designated Attraction Grizzly River Run, California Screamin', Goofy's Sky School , The Twilight Zone Tower of Terror™, Indiana Jones™ Adventure, Big Thunder Mountain Railroad, Matterhorn Bobsleds, Space Mountain, Radiator Springs Racers, Rafts (including shuttle and river driver), Monorail, Red Car Trolley, Main Street Vehicles	 30¢

*Custodial H/H Assigned to Restrooms (paid only during normal Park Operating hours when the Park is open to guests)	\$1.00
*Custodial H/H Assigned to Recycle Sorters (paid only during normal Park Operating hours when the Park is open to guests)	75¢

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 36.
IMMIGRATION

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

For placement purposes, any employee whose employment status is reinstated under this provision will be placed in any classification, status or unit as would have occurred if the employee had been continually employed, less all seniority time which would otherwise have accrued during the period of termination; under no circumstances shall such employee have rights greater than he would have had if his employment had not been interrupted.

The Employer agrees to provide to the Union a copy of the written notification to an employee that his United States employment eligibility must be re-verified pursuant to applicable law or regulations, on or about the date the written notification is sent to the employee. An employee receiving such written notification may request the Employer to confirm in writing the contents of this provision in a letter to whom it may concern. Notwithstanding the foregoing, the failure of the Employer to provide such written notification and/or written confirmation shall not, under any circumstances, be a basis to rescind the termination of any individual's employment or to require the Employer to reinstate any individual's employment status.

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 Employer 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 Employer shall then have the ability to 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 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 the hours during which he or she performed work in the higher classification.

4. Job Classification Flexibility

Group 1

Attractions

Candy **Maker**

Children's Matron

Custodial

Messenger

Main **Entrance** Receptionist

Merchandise

Merchandise Markers

Shipping/Receiving

Truck Driver

- **Distribution Services**

- **Bobtail**

- **Semi**

Vacation Planner

Valet Runner

Costume

Group 2

Custodial

Custodial Marine

Custodial Windows Day

5. See Section 20 (Seniority), **Subsection E.** regarding the Interchangeability of Cast Members between Disneyland Park and Disney California Adventure.

D. Wage Rates

For all current Regular Full-Time and Casual Regular employees, if ratification occurs on or before **March 2, 2013**, the Company will accelerate the effective date of the common date increase to February 1, 2013, not including any premiums or other wage adjustments.

- **Regular employees hired on or after April 16, 2006 will receive the following:**

Effective 03/16/2013 – 3.0%

All current Regular employees will receive a 3.00% individual increase.*

Effective 03/16/2014 – 3.0%

All current Regular employees will receive a 3.00% individual increase.*

Effective 03/16/2015 - 3.0%

All current Regular employees will receive a 3.00% individual increase.*

Effective 03/16/2016 – 3.0%

All current Regular employees will receive a 3.00% individual increase.*

Effective 03/16/2017– 4.0%

All current Regular employees will receive a 4.00% individual increase.*

*Excluded are all Tipped employees.

- **Regular employees hired prior to April 16, 2006 will receive the following:**

Effective 03/16/2013 – 3.0%

All current Regular employees will receive a 3.00% individual increase.*

Effective 03/16/2014

Single payment calculated at one hundred dollars (\$100) per year of service for a maximum of three thousand dollars (\$3,000) for Regular Full-Time.*

Single payment calculated at seventy-five dollars (\$75) per year of service for a maximum of two thousand two hundred fifty dollars (\$2,250) for Casual Regular.*

Effective 03/16/2015 – 3.0%

All current Regular employees will receive a 3.00% individual increase.*

Effective 03/16/2016

Single payment calculated at one hundred dollars (\$100) per year of service for a maximum of three thousand dollars (\$3,000) for Regular Full-Time.*

Single payment calculated at seventy-five dollars (\$75) per year of service for a maximum of two thousand two hundred fifty dollars (\$2,250) for Casual Regular.*

Effective 03/16/2017 – 4.0%

All current Regular employees will receive a 4.00% individual increase.*

***Excluded are all Tipped employees.**

Start rates will increase a minimum of fifty cents (50¢) over the term of the agreement.

All new terms and conditions contained in the Disneyland Park Master Services Agreement shall be implemented in the **Disney California Adventure** Agreement and UFCW Hotel Stores on the same basis and on the same effective dates contained in the **Disneyland** Park Master Services Agreement.

E. “Equitable Nations” Clause

1. Employee Wages “Equitable Nations” Clause

The Employer agrees to implement in this **Disney California Adventure** Master Services Agreement any wage rate changes (either more favorable or less favorable) that are negotiated in the Disneyland Park Master Services Agreement that become effective on or after March 16, **2013** and before September 30, **2018**, on the same basis and on the same date that they become effective in the Disneyland Park Master Services Agreement.

2. Employee Benefits “Equitable Nations” Clause

The Employer agrees to implement in this **Disney California Adventure** Master Services Agreement any changes (either more favorable or less favorable) in the below listed Employee Benefit areas, that are negotiated in the Disneyland Park Master Services Agreement that become effective on or after March 16, **2013** and before September 30, **2018**, on the same basis and on the same date that they become effective in the Disneyland Park Master Services Agreement:

- Health & Welfare Plan benefits or eligibility requirements
- Dental Plan benefits or eligibility requirements
- Vision Plan benefits or eligibility requirements
- Sick Leave accrual formula or eligibility requirements
- Vacation accrual formulas or eligibility requirements
- Holiday benefits or eligibility requirements
- Pension Plan benefits or eligibility requirements
- 401(k) Plan benefits or eligibility requirements
- Working Lead premiums
- Shift premium (e.g., 1st, 2nd, or 3rd shift)
- Trainer premium
- Drug & Alcohol Abuse Policy
- Four (4) Day, Ten (10) Hour per day workweek
- College Program

SCHEDULE A

Disneyland Resort
Master Services
Wage Rates

Classification	Start Rate*	CT Start Rate*
Attractions	\$ 9.05	\$ 9.05
Candy Maker	\$ 9.25	\$ 9.25
Children's Matron	\$ 9.05	\$ 9.05
Costume	\$ 9.05	\$ 9.05
Costume Laundry Att	\$ 9.05	\$ 9.05
Costume Specialist	\$10.05	\$10.05
Custodial	\$ 9.05	\$ 9.05
Custodial 3rd Shift	\$ 9.75	\$ 9.75
Custodial Marine	\$ 9.75	\$ 9.75
Custodial Windows	\$ 9.75	\$ 9.75
Innoventions I	\$10.13	\$10.13
Innoventions II	\$13.51	\$13.51
Main Entrance Receptionist	\$ 9.05	\$ 9.05
Merchandise HH	\$ 9.05	\$ 9.05
Merchandise Marker	\$ 9.05	\$ 9.05
Messenger	\$ 9.05	\$ 9.05
Milliner	\$10.00	\$10.00
Seamstress-Fitter	\$ 9.45	\$ 9.45
Seamstress-Fitter II	\$10.00	\$10.00
Sewing Machine	\$ 9.05	\$ 9.05
Shipping/Receiving	\$11.90	\$11.90
Stable Attendant	\$ 9.30	\$ 9.30
Truck Driver - Dist Services	\$11.90	\$11.90
Truck Driver - Bobtail ⁽¹⁾	\$14.86	\$14.86
Truck Driver - Semi ⁽²⁾	\$16.86	\$16.86
Vacation Planner	\$ 9.05	\$ 9.05
Valet Runner (tipped)	\$ 8.00	\$ 8.00

* Rates established for the duration of the agreement.

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 the Company with notification to the Union.

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

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

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