Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Walt Disney World Co. and Service Trades Council Union (STCU), UNITE HERE Local 737 (2004)**

K#: **7975**

Employer Name: **Walt Disney World Co.**

Location: **Lake Buena FL**

Union: **Service Trades Council Union (STCU)**

Local: **UNITE HERE 737**

SIC: **7996** NAICS: **71311**

Sector: **P** Number of Workers: **18500**

Effective Date: **05/02/04** Expiration Date: **04/28/07**

Number of Pages: **129** Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

7975

18,500 ea

UNITEHERE!
Local 737

AGREEMENT BETWEEN WALT DISNEY WORLD CO. AND THE SERVICE TRADES COUNCIL UNION

(FULL TIME)

EFFECTIVE MAY 2, 2004
THROUGH APRIL 28, 2007

SHOP STEWARD

127 pages

AGREEMENT BETWEEN

WALT DISNEY WORLD CO.

AND

THE SERVICE TRADES

COUNCIL UNION

(FULL TIME)

EFFECTIVE MAY 2, 2004

THROUGH APRIL 28, 2007

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 1
ARTICLE 2 - PURPOSE 1
ARTICLE 3 - RECOGNITION 1
ARTICLE 4 - SCOPE OF AGREEMENT 1
ARTICLE 5 - MANAGEMENT RIGHTS 2
ARTICLE 6 - WORK STOPPAGES AND LOCKOUTS 2
ARTICLE 7 - NEW EMPLOYEE SELECTION 4
ARTICLE 8 - NON-DISCRIMINATION 4
ARTICLE 9 - UNION ACTIVITY AND CHECK-OFF 5
ARTICLE 10 - HOURS OF WORK 8
ARTICLE 11 - OVERTIME 9
ARTICLE 12 - JOB CLASSIFICATIONS AND WAGE RATES 11
ARTICLE 13 - SENIORITY AND WORK STATUS 14
ARTICLE 14 - TRANSFERS 16
ARTICLE 15 - LAYOFFS, RECALLS, AND FURLOUGH 18
ARTICLE 16 - INTERCHANGEABILITY OF WORK ASSIGNMENTS 19
ARTICLE 17 - LEAVES OF ABSENCE 20
ARTICLE 18 - DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE 22
ARTICLE 19 - GRIEVANCE PROCEDURE 26
ARTICLE 20 - HOLIDAYS 28
ARTICLE 21 - VACATION 30
ARTICLE 22 - JURY DUTY AND BEREAVEMENT LEAVE PAY 34

ARTICLE 23- PENSION AND WELFARE 35

ARTICLE 24 - COSTUMES, UNIFORMS, AND PERSONAL APPEARANCE 40

ARTICLE 25 - SAFETY AND HEALTH 40

ARTICLE 26 - WORK BY SUPERVISORS 42

ARTICLE 27 - EMERGENCY WORK AND RUNNING REPAIRS 43

ARTICLE 28 - BULLETIN BOARDS 43

ARTICLE 29 - SUBCONTRACTING 43

ARTICLE 30 - INTERPRETATION 44

ARTICLE 31 - SEVERABILITY 44

ARTICLE 32 - TERM OF AGREEMENT 44

ADDENDUM "A" 49

ADDENDUM "B"
(AMENDMENT TO SCOPE OF AGREEMENT) 62

ADDENDUM "C"
(ALCOHOL AND DRUG ABUSE POLICY) 63

ADDENDUM "D-1"
(UNITE HEREI LOCAL 737) 67

ADDENDUM "D-2"
(INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T.) 75

ADDENDUM "D-3"
(UNITE HEREI LOCAL 362) 80

ADDENDUM "D-4"
(TRANSPORTATION COMMUNICATIONS INTERNATIONAL
UNION (T.C.U.) 91

ADDENDUM "D-5"
(UNITED FOOD AND COMMERCIAL WORKERS (U.F.C.W.) 103

LETTERS OF UNDERSTANDING 116-120

INDEX

Absenteeism and Tardiness Standard 24-25
Access of Union Representatives to Premises 5
Amendment to Scope of Agreement – Addendum "B" 62
Americans with Disabilities Act 5,41
Animal Care 85
Areas Excluded in Agreement 2
Attractions 83-85
Banquets/Catering 68, 113-115
Banquet/Catering Payment Policy 107, 108, 112, 113, 114
Bell Services 94, 95, 98, 99
Bereavement Leave 34-35
Bucket Bid Scheduling 118
Bulletin Boards 43
Bus Operations 75-77
Business Segment Discontinuation/Sale or Lease of Assets 2
Cash Handling Matrix 71, 86, 100-101
Cast Deployment System 117
Casual Employees 5, 15, 19, 97-98, 120
Check-Off 7
Child Care 100
Clock in/Clock out Standard 25-26
Confectionery Premium 104-105
Coordinators 12-13, 77, 81, 91
Coordinators of Training 13-14
Costumes, Uniforms, and Personal Appearance 40
Culinary 68, 69, 109, 110, 115
Custodial 80-82, 94
Data Maintenance 103-104
Dinner Shows 72
Discharge 3, 15, 22-24, 62, 64, 66
Disciplinary Point System 23, 93
Disciplinary/Investigatory Suspensions 22-23
Discipline 2, 3, 22, 23, 25, 26, 62, 66, 67, 70, 71, 75, 82-86, 88, 90, 92, 93, 100, 101, 108, 111
Disney Cruise Line Gratuities 95
Distribution of Overtime 9
Double Time 10, 11, 29
Dress and Travel Time 9
Emergency Work and Running Repairs 43
Failure to Cross Picket Line 3
Family and Medical Leave 21, 25, 28
Five Day Work Week 8, 10
Food and Beverage Assignor Premium 70
Four Day Work Week 8, 10
Front Desk 94, 100, 101

Ft. Wilderness Campground Custodial 81
Full-Time Employees 1, 8, 15, 18, 25, 28, 30, 34, 39, 40, 76, 78, 91, 93, 94, 102, 110, 112
Furlough 6, 8, 18, 19
General Teller Premium 70
Gratuity Calculation for In-House Events 108
Gratuity Distribution 107
Grievance Procedure 8, 11, 15, 18, 22, 26-28, 43, 62, 63
Group and Convention Assistant 96
Group and Convention Guaranteed Gratuities 95
Group Insurance 38
Guest Reflection Reports 88, 89
Guest Service Evaluation 106, 107
Holidays 28-30, 84
Hours of Work 8, 9, 68, 116
Houseperson 68, 94, 107, 108, 113-115
Housekeeping 72-74, 94
Housekeeping Premium 73
Identification Cards 119
Immigration 16
Imminent Danger 42
Incident/Accident Standard 75, 82, 84, 92, 102
Interchangeability 19, 20, 94
International Brotherhood of Teamsters (I.B.T.) 75-79
Interpretation 44
Investigatory Suspensions 22, 23
Involuntary Overtime 9
Job Classifications and Wage Rates 11
Jury Duty 34
Labor/Management Committee 83, 85, 89, 105, 111
Layoffs, Recalls, and Furlough 18
Leave for Compensable Injury 21
Leaves of Absence 8, 15, 20, 23, 25, 26, 92, 106, 113
Lifeguards 101
Lockouts 2, 3
Lunch Period 9
Management Rights 2
Medical Leaves Exceeding One Year 21
Money Room Premium 104
Monorails 93-94
New Employee Selection 4
Night Shift Differential 11
Non-Automated Hat Stitching/Sewing Premium 104
Non-Automated Personalization Premium 105
Non-Discrimination and Non-Retaliation 4-5
No Strike - No Lockout 2
Non-Occupational Medical Leave 21

Notice of Investigation 22
Occupational Leave 21
One-On-One Meetings 5
Overtime 8-12, 19, 29, 30, 39, 67, 68, 76-78, 81, 91, 94, 100, 114
Pay for Day When Injured 12
Payday 12
Payment for Accrued Vacation 33
Payroll Day 8
Payroll Week 7-8, 10-12, 34
Pension and Welfare 35-39
Personal Appearance 40
Personal Holidays 28, 29
Personal Leave Days 25, 39
Physical Examinations 63
Preamble 1
Premium Pay 69, 70, 80, 81, 90, 91, 94, 103
Preference Scheduling 14, 16
Pre-Planned Guaranteed Room Deliveries 96
Probationary Employees 15
QSR Premium 70
Ranch Operations 78
Rate of Pay 7, 11, 20, 39, 107, 108, 113
Rates for New Jobs 11
Recall from Layoff/Furlough 18
Recognition 1
Report Pay 11-12
Reprimands 13, 14, 23, 25, 26
Rest Period 9
Running Repairs 43
Safety and Health 40-41
Safety Committee 42
Scheduling 5, 8, 14, 19, 20, 29, 30, 33, 68, 76-79, 81, 91, 93, 96, 106, 109, 111-113, 116, 118
Scope of Agreement 1, 19, 20, 62
Section Size 72-74
Seniority 6-8, 12-18, 20-22, 25, 29, 30, 33, 76-78, 81-82, 91, 94, 96-98, 103-104, 110, 113-114
Seniority and Work Status 14
Service Charge for Parties of Eight (8) or More 67-68
Severability 44
Shop Steward or Alternate 6, 7
Sick Leave 19, 21, 25, 29, 39
Standards of Conduct 22
Subcontracting 2, 43
Term of Agreement 44
Textile Services Operations 77, 78
Thirty (30) Day Qualifying Period 17
Thirty (30) Day Furlough 18

Time and One-Half 10
Trainers 13
Transfer into Tipped Classification 16
Transfer Outside of Bargaining Unit 16
Transfer Procedures 16, 17, 98, 99
Transfers 14, 16, 17, 19, 20, 69, 74, 82, 85, 93, 97, 99, 100, 103
Transfers for F&B Tipped Employees 69
Transfers to New Property/Attraction Openings 17
Transfers to the Same/Difference Job Classification 17, 19
Transportation Communications International Union (T.C.U.) 91-102
Turnabout Pay 10
Union Access Procedures 5
Union Activity and Check-Off 5
Union Orientation 5
Union Representation 22
Union Solicitation 5
UNITE HERE! Local 362 80-90
UNITE HERE! Local 737 67-74
United Food & Commercial Workers (U.F.C.W.) 103-115
Utility Premium Pay 80, 94
Vacation 12, 14, 16, 19, 21, 24, 29, 30-34, 39, 68, 72, 77, 79, 84-89, 111, 113, 114
Vacation Planners 85-90
Vacation Scheduling 33
Violation of Clearance Procedures 93
Wage Penetration 68
Watercraft 91-92
Work by Supervisors 42-43
Work Day 8, 10, 11, 12, 15, 85, 111, 112
Work Schedule 2, 8, 13, 14, 16, 81, 104, 105
Work Status and Utilization of Full-Time and Casual Employees 15
Work Stoppages and Lockouts 2
Work Week 8, 10, 76, 96, 107, 111, 113

SERVICE TRADES COUNCIL UNION AGREEMENT
FOR FULL TIME EMPLOYEES

Effective 5/2/04 to 4/28/07

ARTICLE 1 - PREAMBLE

THIS AGREEMENT entered into this 2nd day of May 2004, by and between WALT DISNEY WORLD CO., hereinafter called "COMPANY" and the SERVICE TRADES COUNCIL UNION, on behalf of signatory International and Local Unions, whose names are subscribed hereto and who have, through its duly authorized officers, executed this Agreement, hereinafter called "UNION".

ARTICLE 2 - PURPOSE

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

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

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

ARTICLE 3 - RECOGNITION

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

ARTICLE 4 - SCOPE OF AGREEMENT

SECTION 1. AREAS INCLUDED IN AGREEMENT

This Agreement relates only to the Walt Disney World Resort comprising the Magic Kingdom Theme Park; Disney's Polynesian Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa; Disney's Caribbean Beach Resort; Disney's Beach Club Resort; Disney's Port Orleans Resort; Disney's Old Key West Resort; Disney's Saratoga Springs Resort; Disney's Pop Century Resort; Disney's Yacht Club Resort; Downtown Disney; Typhoon Lagoon; Disney's Wilderness Lodge; Disney's All-Star Resorts; Disney's Boardwalk Resort; Disney's Wide World of Sports; Disney's Coronado Springs Resort; Disney's Animal Kingdom; Disney's Animal Kingdom Lodge; Disney's River Country; Disney's Blizzard Beach; Disney-MGM Studio/Studio Tour; Laundry; Golf Operations at the Palm, Magnolia, Oak Trail, Eagle Pines, Osprey Ridge, and

Lake Buena Vista Golf Courses; the Main Entrance Complex; Fort Wilderness; Tri-Circle D Ranch; Mickey's Retreat recreation facilities; Bay Lake and Seven Seas Lagoon; EPCOT; and roadways, employee entrances, parking lots, guest/employee transportation facilities, vehicles and boats which directly service the above-referenced theme parks and resort properties. (Refer to Addendum "B")

SECTION 2. AREAS EXCLUDED IN AGREEMENT

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

ARTICLE 5 - MANAGEMENT RIGHTS

SECTION 1. MANAGEMENT RIGHTS

Except as expressly and clearly limited by the terms of this Agreement, the Company reserves and retains exclusively all of its normal and inherent rights with respect to the Management of the business, including but not limited to, its right to select and direct the number of employees assigned to any particular classification of work; to subcontract work, to establish and change work schedules and assignments; to lay off, terminate or otherwise release employees from duty for lack of work or other just cause; to make and enforce rules for personal grooming, and the maintenance of discipline; to discontinue conduct of its business or operations in whole or part; to institute technological changes, including but not limited to, work automation processes and otherwise to take such measures as Management may determine to be necessary to the orderly, efficient and economical operation of the business.

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

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

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

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

ARTICLE 6 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKE - NO LOCKOUT

During the existence of this Agreement, there shall be no strikes, picketing, work

stoppages or disruptive activity by the Union or by an employee, and there shall be no lockout by the Company.

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

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

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

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

SECTION 4. DISPUTES WITH CONCESSIONAIRES

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

SECTION 5. EXPEDITED ARBITRATION FOR ARTICLE 6

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

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

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

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

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Award will be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be

issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon request.

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

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

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

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

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

ARTICLE 7 - NEW EMPLOYEE SELECTION

SECTION 1. NOTIFICATION

The Company agrees to notify the appropriate affiliate Union of all WALT DISNEY WORLD Service Trades unit needs for employees and will provide the Union with equal opportunity to provide applicants for such jobs. When applicable, the Company will request referrals by specifying the type of qualifications and skills required.

SECTION 2. UNION REFERRALS

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

SECTION 3. COMPANY RESPONSE TO REFERRALS

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

ARTICLE 8 – NON-DISCRIMINATION

SECTION 1. UNION ACTIVITIES

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

SECTION 2. NON-DISCRIMINATION AND NON-RETALIATION

The Company and the Union agree there shall be no discrimination against any employee r prospective employee due to race, color, creed, sex, age, sexual orientation, national origin, eligion, marital status, disability or on any basis prohibited by federal or state legislation. The arties further agree to support Affirmative Action efforts.

The Company and the Union agree there shall be no retaliation against an individual who as made a good faith complaint about violation of the Company's Equal Employment Opportunity d Harassment policies, or has cooperated with an investigation into a complaint of violation of ese policies. Employees who believe they have been harassed, discriminated against or

retaliated against, in violation of the above stated policies, should promptly report the facts of the incident and the name of the person involved to the Human Resource Department, Employee Relations Department, or Union Representative.

SECTION 3. AMERICANS WITH DISABILITIES ACT

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

SECTION 4. LANGUAGE DISCLAIMER

For purposes of this Agreement, references to employees in the masculine gender shall be deemed to apply equally and without distinction or discrimination to the female gender.

ARTICLE 9 - UNION ACTIVITY AND CHECK-OFF

SECTION 1. UNION SOLICITATION

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

SECTION 2. ACCESS OF UNION REPRESENTATIVES TO PREMISES

Representatives of the signatory Unions, designated in writing to the Company by the Union, shall be permitted to enter the non-public areas of the Walt Disney World Resort for the purpose of determining that this Agreement is being complied with by the Company and for the presentation and handling of grievances. Such representatives, who shall not be more than a total of fifty (50) in number at any one time, unless mutually agreed otherwise, shall comply with the current access regulation and security regulation of the Company, as furnished to each Union Representative by the Company, and shall not interrupt the performance of employee work assignments.

SECTION 3. UNION ACCESS PROCEDURES

(a) Union Orientation. The Company agrees that it will allow a Union Representative access to new regular Full-Time bargaining unit employees at orientation for twenty (20) minutes to introduce their organization and distribute Union literature. The Company will provide the Union with a room of adequate size to accommodate the group, equipped with sufficient tables and chairs. The Company will reserve this room on a priority basis for the Union's use. Storage space will also be provided for the Union's projector. Any change in the scheduling of Union Orientation will be discussed with the Union in advance. However, the time allotted for Union access will not be at the end of an orientation day.

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

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

(1) The Union may mail, distribute or request supervision to distribute a solicitation letter to non-members within a work department/location, provided a distribution list is furnished to the Company, or in the alternative, provide the Company with the distribution list and letters for distribution. If the Union notifies the Company the mail option is elected, the Company will furnish the addresses of non-members. Supervision will neither encourage or discourage employees from electing to meet with the Union.

(2) The letter will not be disparaging to the Company and will clearly indicate that the employee has the option to meet or not meet with the Union.

(3) The Company will schedule one-on-ones for employees who return a signed letter to the Union indicating the desire to meet with the Union.

(4) Meetings will be conducted on Company time on a mutually convenient schedule. The location of the meeting site will vary from area to area. Contact should be out of the guest area, but reasonably accessible to the work location. Supervision and other employees should remain away from the meeting area to afford as much privacy as possible.

(5) Meetings should be kept to a reasonable limit (5-10 minutes), and Supervision shall be responsible for monitoring this time.

(6) Contacts under this Section will be limited to one meeting per employee.

SECTION 4. SHOP STEWARD OR ALTERNATE

(a) The Union shall have the right to designate Shop Stewards in an amount mutually agreed upon by the parties. The number of Shop Stewards may be changed by mutual agreement of the parties. The local Union shall, in writing, notify the Employee Relations office of the Company as to the identity of the designated Shop Steward. The Shop Steward shall have the right to receive, but not to promote, complaints or differences and to discuss and assist in the adjustment of the same with the appropriate supervisor on Company property without loss of pay during his/her regular working hours. The Company will not discriminate against the Shop Steward in the proper performance of his/her Union duties provided that such duties do not unreasonably interfere with his/her regular work or with the work of other employees and he/she shall not leave his/her work station without first notifying his/her appropriate Supervisor as to his/her intent, the reason therefore, where he/she can be reached and the estimated time he/she will be gone.

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

(c) The Company agrees to notify the affiliated Union in the event a Shop Steward is transferred to a different work area/location. Shop Stewards shall have super seniority for the purpose of layoff, recall, and furlough only. In the event of the layoff or discharge of a Shop Steward, the Company will notify the Union Office in advance of the termination. Failure of the Union to provide the Company with an up-to-date listing of Stewards will relieve the Company's obligation of notification.

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

(e) The Steward shall promote harmonious relations between the Company and employees. All new employee trainer checklists will include a notation regarding the

introduction/identification of the Shop Steward for the new employee by the Trainer.

SECTION 5. CHECK-OFF

The Company agrees to withhold from the wages on each payroll week uniform weekly membership dues, initiation fees and/or service charges for each employee who signs and submits an authorization card. The Company shall forward such dues to the certified financial secretary or other properly designated official of the Union on or before the third week following the last week in the month in which the dues are deducted. The Company shall also forward an electronic check-off report which lists employee name, social security number, statused origin/department/location, and the amount of the deduction.

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

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

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

SECTION 6. MONTHLY REPORTS

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

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

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

SECTION 7. POLITICAL ACTION COMMITTEE (PAC) FUND

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

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

ARTICLE 10 - HOURS OF WORK

SECTION 1. PAYROLL WEEK

A payroll week is a period of seven (7) days starting at 8:00 a.m. on each Sunday and ending at 8:00 a.m. on the same day in the following week.

SECTION 2. WORK WEEK

(a) The work week shall consist of twenty-five (25) to forty (40) hours in the seven (7) day period starting at 8:00 a.m. on each Sunday and ending at 8:00 a.m. on the same day in the following week. This shall constitute the regularly scheduled work week but is not a guaranteed work week.

(1) Five Day Work Week. Employees scheduled on a five (5) day work week will not be involuntarily scheduled less than thirty-two (32) hours per week during their five (5) regularly scheduled work days.

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

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

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

SECTION 3. PAYROLL DAY

A payroll day is a period of twenty-four (24) hours starting at 8:00 a.m. and ending at 8:00 a.m. on the following day.

SECTION 4. WORK DAY

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

SECTION 5. WORK SCHEDULE

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

EXAMPLE:

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

SECTION 6. LUNCH PERIOD

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

SECTION 7. REST PERIOD

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

SECTION 8. DRESS AND TRAVEL TIME

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

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

ARTICLE 11 - OVERTIME

SECTION 1. MANAGEMENT RESPONSIBILITY

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

SECTION 2. DISTRIBUTION OF OVERTIME WORK

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

(a) Distributed as equitably as reasonably practical;

(b) Distributed first to qualified, available employees in the work area and then to qualified, available employees regularly assigned to the work area before distribution outside the work area.

SECTION 3. INVOLUNTARY OVERTIME

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

SECTION 4. TIME AND ONE-HALF

(a) Five Day Work Week

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

(2) Employees Who Work Over Eight (8) Consecutive Hours. The Company shall pay time and one-half (1½) for all consecutive hours worked in excess of eight (8) hours.

(b) Four Day Work Week

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

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

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

SECTION 5. DOUBLE TIME

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

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

SECTION 6. TURNABOUT PAY

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

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

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

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

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

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

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

ARTICLE 12 - JOB CLASSIFICATIONS AND WAGE RATES

SECTION 1. SCHEDULE OF WAGE RATES

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

SECTION 2. RATES FOR NEW JOBS

If the Company hereafter establishes any new or substantially changed job classifications or work operation, prior to the implementation of any new or substantially changed job classification or work operation, the Company will discuss such action with the Union. The new job classification and wage rate for such new job classification will be established by the Company. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the Third (3rd) Step of the Grievance Procedure within fourteen (14) calendar days after installation of the new rate. In the event any higher rate is agreed upon through the Grievance Procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed.

SECTION 3. NIGHT SHIFT DIFFERENTIAL

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

SECTION 4. REPORT PAY

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

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

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

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

SECTION 5. PAY FOR DAY WHEN INJURED

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/she shall be paid the unworked balance of his/her scheduled straight-time or overtime shift. Pay for the unworked balance of his/her shift due to an occupational injury shall be considered as time worked for purposes of computing overtime.

SECTION 6. PAYDAY

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

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

SECTION 7. COORDINATORS

(a) Coordinators may be designated by the Company in any of the classifications set forth in Addendum "A" and will be paid a seventy-five cent ($.75) per hour premium for all actual hours worked as a Coordinator. Coordinators statused by the Company in any of the classifications set forth in Addendum "A" will be paid a seventy-five cent ($.75) per hour premium. They are responsible for providing leadership and direction to employees in the group, operation or function and may perform the same duties as other employees. Duties shall include, but are not limited to, promoting teamwork and assisting the location team in meeting quality and quantity standards. Coordinators have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

(b) Full-Time openings will be filled in accordance with Article 14, Section 1, except that postings will be done quarterly as needed, and Casting will consider the top fifteen (15) senior employees. The following factors will be taken into consideration with respect to filling positions: seniority, skills, ability, and dependability. Employees interested in the openings must meet the following minimum qualifications:

(1) Statused in the Job Classification

(2) Length of Service:
a) Six (6) months STCU seniority

(3) Dependability:
a) Supervisor's record card may have no more than four (4) attendance entries within the last six (6) months (not including early shift releases or authorized days off)
b) No more than one reprimand within the last six (6) months

(4) Skill and Ability:
a) Demonstrated skill and ability necessary to perform the specific job, including teamwork and communication skills

(c) Employees new to the Coordinator classification will be placed on a one hundred wenty (120) day qualifying period. If the Company determines during the one hundred twenty 120) day qualifying period that the employee's performance is not satisfactory or if the employee

requests a return within the one hundred twenty (120) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

(d) If an employee is regularly assigned a work schedule that requires him/her to work for more than fifty percent (50%) of his/her time as a Coordinator for a period of more than one hundred twenty (120) consecutive days, the position will be posted and filled in accordance with Article 12, Section 7(b).

(e) Employees in the Coordinator role who receive two (2) reprimands for poor job performance directly related to their duties as a Coordinator in a rolling twelve (12) month period will be returned to his/her prior job classification. If the employee's prior job classification was a Coordinator, he/she will be returned to the job classification held prior to the Coordinator role.

(f) All current employees statused in the Coordinator role as of the date of ratification shall remain as a Coordinator provided they maintain the qualifications outlined in (e) above.

SECTION 8. TRAINERS

Trainers may be designated by the Company in any of the classifications set forth in Addendum "A". Trainers will be paid a seventy-five cent ($.75) per hour premium for all actual training hours.

SECTION 9. COORDINATORS OF TRAINING

(a) Coordinators of Training may be designated by the Company in any of the classifications set forth in Addendum "A" and will be paid a one dollar ($1.00) per hour premium for all actual hours worked as a Coordinator of Training. Coordinators of Training statused by the Company in any of the classifications set forth in Addendum "A" will be paid a one dollar ($1.00) per hour premium. Coordinators of Training (CoT) are responsible for providing training and direction to new or transferring employees in a single or multi-line of business group, operation or function and may perform the same duties as other employees. Duties shall include, but are not limited to, updating OJT manuals/training materials, training, coordinating training across different job classifications, conducting property tours, assisting in assessment of training needs, training employees to serve as Trainers and conducting training follow ups. Coordinators of Training have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

(b) All Full-Time openings shall be submitted to the Company's Casting Office. Employees interested in a transfer shall apply at Casting and submit an advanced Personnel Inventory and résumé. Full-Time openings will be filled in accordance with Article 14, Section 1, except that postings will be done as needed, and Casting will consider the top five (5) senior employees. The following factors will be taken into consideration with respect to filling positions: seniority, skills, ability, and dependability. Employees interested in the openings must meet the following minimum qualifications:

(1) Length of Service:
a) Six (6) months STCU seniority.

(2) Essential qualifications as determined through record card notations, advanced Personnel Inventory and résumé, and a computer competency assessment.

(3) Dependability:
a) Supervisor's record card may have no more than four (4) attendance entries within the last six (6) months (not including early shift releases or authorized days off).

b) No more than one reprimand within the last six (6) months.

(4) Skill and Abilities:
a) Demonstrated skills and abilities necessary to perform the specific job, including teamwork and communication skills as determined through a personal interview.

(c) Employees new to the CoT role will be placed on a one hundred twenty (120) day qualifying period. If the Company determines during the one hundred twenty (120) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred twenty (120) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

(d) Employees in the CoT role who receive two (2) reprimands for poor job performance directly related to their duties as a CoT in a rolling twelve (12) month period will be returned to his/her prior job classification. If the employee's prior job classification was a CoT, he/she will be returned to the job classification held prior to the CoT role.

(e) All current employees statused in the CoT position as of the date of ratification shall remain as CoTs provided they maintain the qualifications outlined in (d) above.

SECTION 10. CONVERSION TO CASUAL REGULAR
Employees who convert from Full-Time to Casual Regular will continue to receive the Full-Time pay rate.

ARTICLE 13 - SENIORITY AND WORK STATUS

SECTION 1. DEFINITION OF SENIORITY
Seniority is defined as the period of continuous service as a Full-Time employee working in a job classification covered in Addendum "A" of this Agreement.

SECTION 2. PRINCIPLES OF SENIORITY
(a) The principles of seniority shall be observed on layoffs, recalls, days off, establishing work schedules by department, location or scheduling pool, vacation selection, promotion and transfers as defined in specific Articles of the Agreement.

(b) The principles of seniority shall be observed in establishing days off and work schedules by department, location or scheduling pool regardless of scheduling methodology, where consistent with operating needs as set forth in Article 10, Section 5. Where preference scheduling is used, rank order priority shall be established for recognizing preferences by seniority for days off, preferred shift time, location and desired number of hours per week. Where preference scheduling is used, the Company will take appropriate steps to educate employees, Managers, and Union Shop Stewards on how to properly complete the preference sheets.

(c) The parties recognize the importance of optimum scheduling of employees in a fashion that honors the principles of seniority, considers the needs of employees, and meets the business needs of the Company. The parties also recognize that stability in scheduling methods is important to the employees. During the life of this agreement, "Bucket Bids" is the preferred scheduling method, and the Company and Union agree that it may be implemented in any area covered by this agreement. However, the Company may maintain any current scheduling methodology presently in existence. Should the Company decide to implement a new scheduling method, other than Bucket Bids, the Company will meet, discuss, and agree on the new scheduling method with the respective Union. The Company will take appropriate steps to educate employees, Managers, and Union Shop Stewards regarding any new scheduling methodology.

SECTION 3. DISPUTE ON SENIORITY SUBJECT TO GRIEVANCE PROCEDURE

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

SECTION 4. TERMINATION OF SENIORITY

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

(a) Resigns from a Full-Time position or converts to part-time status.

(b) Is discharged for just cause.

(c) Is absent for three (3) consecutive unexcused work days.

(d) Is laid off for a continuous period of twelve (12) months or more.

(e) Fails to report at the end of a leave of absence.

SECTION 5. WORK STATUS AND UTILIZATION OF FULL-TIME AND CASUAL EMPLOYEES

(a) Full-Time Employees. Full-Time non-tipped employees are assigned to an established job on a regular Full-Time basis and customarily will work twenty-five (25) hours per week or more on an ongoing basis for the first calendar year of the contract. Full-Time non-tipped employees assigned to an established job on a regular Full-Time basis customarily will work thirty (30) hours per week or more on an ongoing basis for the second calendar year of the contract. Full-Time tipped and non-tipped employees assigned to an established job on a regular Full-Time basis customarily will work thirty (30) hours per week or more on an ongoing basis for the third calendar year of the contract. For the purposes of calculation, hours worked shall include paid benefit time. All approved leaves of absence shall be excluded from the calculation. The Company agrees to notify, on a quarterly basis, employees who are trending below the minimum number of hours.

(1) Probationary Employee. All new regular Full-Time employees shall be considered probationary employees for a period of ninety (90) calendar days. Where a newly hired employee is transferred into a new job classification or to a new location within the first ninety (90) days, the employee shall serve an additional ninety (90) day probationary period in the new job/location. The Company reserves the right to terminate their employment for any reason until they have completed any such probationary period. However, probationary employees shall be entitled to utilize the Grievance Procedure to grieve any matter which could be grieved by any other employee except termination within the probationary period.

(b) Casual Employees

(1) Employees will be considered casual if they customarily work less than twenty-five (25) hours per week on an ongoing basis, or who customarily work twenty-five (25) hours per week or more but less than seven (7) months per year.

(2) During the life of this Agreement, total casual employee utilization shall not exceed thirty-five percent (35%) of the total hours worked by Full-Time and casual employees in all job classifications in any calendar year.

(c) The parties acknowledge that Section 5(b) is the sole restriction on the Company's ability to schedule and work casual employees.

(d) Conversion from Casual to Full-Time

The Company will give consideration to Union petitions for conversion from casual to Full-Time status.

SECTION 6. TRANSFER OUTSIDE OF BARGAINING UNIT

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

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

SECTION 7. TRANSFER INTO TIPPED CLASSIFICATION

An employee transferring into a tipped classification from a non-tipped classification will not be allowed to exercise his/her seniority as it relates to the selection of work schedules until the major schedule change following one (1) year of service in the tipped classification. Effective October 30, 1988, employees hired or transferring into a tipped classification, with the exception of Food & Beverage Assistants, will receive a flat rate (See Addendum "A"). Employees statused in a tipped classification as of October 30, 1988, will continue to progress through their current classification's rate range and be red circled at the top rate.

SECTION 8. IMMIGRATION

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

(b) No employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any changes in the employee's name or Social Security number, provided that the new Social Security number is valid and the employee is authorized to work in the United States and he/she has not previously falsified his/her employment application or I-9 documentation.

(c) In the event that an employee is not authorized to work in the United States following the probationary period, and his/her employment is terminated for this reason, the Company agrees to immediately reinstate the employee to his/her former job classification without loss of prior seniority (seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within ninety (90) days from date of termination.

ARTICLE 14 - TRANSFERS

SECTION 1. TRANSFER PROCEDURES

(a) Casting

(1) All Full-Time vacancies shall be submitted to the Company's Casting Office. Employees interested in a transfer shall fill out the appropriate paperwork and may need to complete a personal interview at the Casting Office. An employee interested in a transfer may identify two (2) areas of interest for transfer.

(2) Upon receiving notice of a Full-Time vacancy, the Casting Office shall identify the top senior employee who has completed the appropriate paperwork and has identified the area of the vacancy as one of their two (2) preferences.

(3) The Full-Time vacancy will then be filled in accordance with Sections 2 or

3 as prescribed below.

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

(5) Employees shall not be eligible for voluntary transfer until after six (6) *months of Full-Time employment with the Company within the bargaining* unit, excluding any probationary period recasting. Thereafter, employees shall be eligible for transfer based on the criteria listed below.

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

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

(1) Length of Service:
a) Six (6) months employment
b) Minimum of six (6) months in work location

(2) Dependability:
a) Supervisor's Record Card may have no more than five (5) attendance entries within the last six (6) months (not including early shift releases or authorized days off)
b) No more than one (1) reprimand in last six (6) months

(3) Skill and Ability:
a) Demonstrated skill and ability necessary to perform the specific job

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

SECTION 3. TRANSFERS TO NEW PROPERTY/ATTRACTION OPENINGS

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

(1) Minimum of six (6) months employment;

(2) Supervisor's Record Card may have no more than *four (4) attendance* entries within the last six (6) months (not including early shift releases or authorized days off); no more than one (1) reprimand within the last six (6) months;

(3) Essential qualifications and skills as determined through record card notations and a personal interview;

(4) All of the above being equal, seniority shall prevail.

(b) Employees transferring to a different job classification shall be placed upon a thirty (30) day qualifying period. If the Company determines during the thirty (30) day qualifying period that the employee's performance is not satisfactory, the Company will return the employee to his/her prior job classification and location.

SECTION 4. GRIEVANCE PROCEDURE

Any dispute regarding the administration of these provisions shall be subject to the grievance procedure.

ARTICLE 15 - LAYOFFS, RECALLS, AND FURLOUGH

SECTION 1. LAYOFF ACCORDING TO SENIORITY IN JOB CLASSIFICATION

Whenever it becomes necessary to reduce the working force in a given job classification, the employee(s) permanently assigned to that job classification with the least Service Trades Council bargaining unit seniority will be laid off, providing the remaining employees possess the necessary skills, qualifications, and abilities to perform available work as determined by the Company, except as provided in Section 8, and Article 9, Section 4(c).

SECTION 2. NOTICE OF LAYOFF/FURLOUGH

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

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

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

SECTION 4. RECALLS IN ACCORDANCE WITH SENIORITY IN JOB CLASSIFICATION

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

SECTION 5. RECALL PROCEDURE

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

SECTION 6. CORRECT ADDRESS AND TELEPHONE NUMBER

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

SECTION 7. FAILURE TO REPORT FROM LAYOFF/FURLOUGH

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

SECTION 8. THIRTY-DAY FURLOUGH FOR NON-TIPPED EMPLOYEES

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

Furloughed employees shall:

(a) receive and acknowledge written notification of their recall date at time of furlough;

(b) receive credit toward scheduled increases;

(c) be eligible to utilize earned vacation and/or sick leave;

(d) retain their Main Gate Pass and I.D. card;

(e) retain Medical Insurance; and,

(f) be offered any hours being worked by casual employees in the affected department/location.

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

ARTICLE 16 - INTERCHANGEABILITY OF WORK ASSIGNMENT

SECTION 1. INTERCHANGEABILITY IN SAME JOB CLASSIFICATION

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

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

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

SECTION 2. INTERCHANGEABILITY IN DIFFERENT JOB CLASSIFICATIONS

(a) Scheduled

(1) The Company may create scheduled shifts or pools which require movement from one job classification to a different classification. Such movement may be from one location to another.

(2) When establishing such a scheduled shift, the shift will be posted at the affected location(s) and the senior most qualified person bidding shall be awarded the shift. The Company shall endeavor to create forty (40) hour shifts; however, such shifts shall not be less than thirty-eight (38) hours per week.

(3) If not scheduled in accordance with (a)(2) above, the Company may assign the shift to the junior employee statused in the affected locations.

(4) Any scheduled overtime in the affected locations shall be offered first to employees statused in the affected locations, then to employees regularly working in the affected locations prior to other employees working these shifts.

(5) The Company will provide all required training for employees working these schedules.

(6) Costume changes and travel time between locations will be considered time worked.

(7) The above shall also apply to new job classifications which encompass a combination of duties from different job classifications. Scheduling within pools established for this purpose shall be as provided for under Article 13. Transfers to such new classifications shall be as described under Article 14.

(b) Unscheduled

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

(2) An employee shall not be required to work against his/her desire in the new job classification for a period of time exceeding ten (10) workdays in a calendar year. If operational need requires additional time, the work will be assigned to the most junior employee.

SECTION 3. RATE OF PAY

Whenever an employee is assigned or transferred to perform two (2) or more job classifications during the day, the employee will receive his/her permanent rate or the rate for the job to which he/she was transferred, whichever is higher, for all time worked in the higher classification. The only exception is when a non-tipped employee works in a tipped classification, he/she will be paid the appropriate tipped rate for all hours worked in that classification.

SECTION 4. TIPPED EMPLOYEES

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

SECTION 5. ASSIGNMENT, REASSIGNMENT OR TRANSFER OF SHOP STEWARDS

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

ARTICLE 17 - LEAVES OF ABSENCE

SECTION 1. TEMPORARY LEAVE OF ABSENCE

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

SECTION 2. LEAVE FOR UNION BUSINESS

An employee hired to a Full-Time position with the Union shall be entitled to a leave of absence without pay from the date of accepting such position during which time he/she shall retain and accumulate bargaining unit seniority. Unions requesting leave for Union business must send the request, in writing, to the Director of Employee Relations and must give a minimum of two (2) weeks notice prior to the beginning of such leave. A Full-Time employee of the Union, who works for the Union and who subsequently returns to work for the Company will be reinstated with accumulated bargaining unit seniority. An employee on leave for Union business will be eligible for continuation of health care coverage subject to COBRA and will retain his/her ID card and Maingate or Silver Pass. Such employee will not receive any discretionary privileges (i.e., complimentary admission tickets, service awards, etc.) while on leave. No more than two (2)

employees shall be granted Union leave from any division. No more than a total of thirty (30) employees shall be granted Union leave at any point.

SECTION 3. NON-OCCUPATIONAL MEDICAL LEAVE

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

(b) An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits, or be required to accept such benefits in the case of FMLA leave. Employees shall be permitted, at the employee's option, to maintain a balance of up to eighty (80) hours of vacation time when on FMLA leave. Employees who are on a non-occupational medical leave of absence will receive credit toward scheduled increases.

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

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

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

SECTION 4. LEAVE FOR COMPENSABLE INJURY

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

SECTION 5. MEDICAL LEAVES EXCEEDING ONE YEAR

Those employees whose accumulated time on occupational or non-occupational medical leave of absence totaling one (1) year will have their employment with the Company terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

(a) If an employee returns from medical leave and works less than twenty-six (26) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut-off described above.

(b) If an employee returns from medical leave and works for a minimum of twenty-six (26) consecutive working weeks, the employee will begin a new one (1) year period.

(c) If an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.

SECTION 6. FAMILY AND MEDICAL LEAVE ACT OF 1993

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

SECTION 7. ADMINISTRATIVE LEAVE

The Company agrees to consider, on a case by case basis and in its sole discretion, allowing employees to continue working or placing employees on unpaid administrative leave for up to one (1) year pending the outcome of civil or criminal charges. However, the Company reserves the right to take disciplinary action, up to and including termination, based on the nature of the allegations and/or information available to the Company regarding the circumstances. Disciplinary action taken by the Company shall be subject to the grievance procedure with the exception of probationary period terminations. If an employee on unpaid administrative leave is exonerated or acquitted (meaning that the employee was not adjudicated guilty or did not enter a plea of no contest, plea of guilty, or a pre-trial diversion program or any other similar resolution), he/she will be returned to work and reimbursed for all lost wages and benefits. An employee on administrative leave will continue to accrue seniority.

ARTICLE 18 - DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE

SECTION 1. STANDARD OF CONDUCT

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

SECTION 2. UNION REPRESENTATION

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

SECTION 3. NOTICE OF INVESTIGATION

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

SECTION 4. DISCIPLINARY/INVESTIGATORY SUSPENSIONS

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

(1) No discipline and a return to work with full back-pay;

(2) A reprimand in accordance with Section 5(a) below and a return to work with full back-pay;

(3) Disciplinary suspension in accordance with Section 4 (b) below; or

(4) Termination in accordance with Section 6 below.

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

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

(d) Those employees in tipped classifications, excluding Banquets and Dinner Shows, shall be paid at the appropriate Labor Grade 10 rate for all lost time due to an investigatory suspension.

SECTION 5. DISCIPLINE

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

(a) Reprimands

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

(b) Disciplinary Point System

(1) Reprimands may count as one (1) or two (2) disciplinary points, such determination shall be based upon a fact-specific evaluation of the disciplinary incident.[1]

(2) Any combination of five (5) disciplinary points within the preceding twelve (12) months shall result in the employee's termination.

(3) The twelve (12) month period referenced in (b) (2) is defined as a continuous work period specifically excluding any leaves of absence.

(4) It is specifically understood by the parties that the disciplinary point system is not restricted to same or similar offenses but may include different offenses on a cumulative basis.

(5) Absenteeism/Tardiness discipline and Clock In/Out discipline are specifically excluded from the disciplinary point system defined in this section. Refer to Sections 7 and 8.

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

[1]The parties agree that the assignment of one (1) or two (2) disciplinary points under this Section shall b— done in accordance with the past practice developed by the parties regarding the use of oral and written reprimands.

SECTION 6. DISCHARGE

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

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

(b) Fighting at the Walt Disney World Resort, regardless of who provokes it, may result in automatic termination for both parties involved;

(c) Falsification of records, such as medical forms, time cards, or employment applications;

(d) Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work under such conditions;

(e) Conviction, plea of guilty, plea of no contest, or acceptance of pre-trial diversion, or other similar resolution to a felony or serious misdemeanor, such as but not limited to child abuse, lewd and lascivious behavior, or sale/distribution of controlled substances;

(f) Violation of operating rules and procedures which may result in damage to Company property or in bodily injury to fellow employees or guests;

(g) Gambling, sleeping while on duty, or willful insubordination;

(h) Dishonesty or misconduct that is detrimental to the Company;[2]

(i) Continued violation of the Company appearance guidelines;

(j) Failure to return from a leave or vacation;

(k) Excessive tardiness or absenteeism;

(l) Discrimination/harassment;-

(m) Possession of dangerous or unauthorized materials such as explosives, firearms, or other similar items on Company property.

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

SECTION 7. ABSENTEEISM AND TARDINESS STANDARD

Absences:

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

Tardiness:

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

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

(a) Procedures:

1. The following items shall not be counted as absences:
   a) Work incurred injuries and subsequent related absences. *Employees must provide supporting medical authorization which* satisfies the Company in this respect;
   b) Medical leaves;
   c) Release of shift for medical reasons;
   d) Scheduled personal leaves where the Company agrees in advance to the leave;
   e) Subsequent consecutive call-ins for the same illness or injury will not count as an additional occurrence;
   f) The first six (6) call-in/call sick notations for employees who meet the following criteria:
      (1) The employee has one (1) or more years of seniority;
      (2) The employee *must have earned sick leave available; and*
      (3) The employee must not have received attendance discipline in the prior twelve (12) months.

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

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

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

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

SECTION 8. CLOCK IN/CLOCK OUT STANDARD

Failure to Either Clock in or Clock Out:
Beginning with 3 points in any 30 days = reprimand
Beginning with 6 points in any 90 days = reprimand
Beginning with 9 points in any 180 days = reprimand
Beginning with 12 points in any 365 days = reprimand

Tracking:
Failure to clock in for the start of shift = ½ point
Failure to clock out for the end of shift = ½ point
Clocking in more than 15 minutes before the start of the shift = ½ point
Clocking out more than 15 minutes after the end of the shift = ½ point

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

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

(a) *Failure to clock as a result of a lost, stolen, or damaged* ID card is considered one (1) point. (During the time it takes the employee to replace a lost, stolen, or damaged ID card [maximum seven (7) days], the clock infractions will not be

counted toward this point matrix system for disciplinary purposes.)

(b) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-four (24) month period. Any twelve (12) month period free from discipline will result in beginning again at the first step of progressive discipline.

(c) All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.

(d) The Company reserves the right to discipline outside this matrix when an employee habitually loses possession of or damages his/her ID card.

(e) Falsification of hours worked and/or the use of your ID card by anyone other than yourself may result in disciplinary action, not excluding termination.

ARTICLE 19 - GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCES SETTLED ACCORDING TO PROCEDURE

The parties to this Agreement agree that any grievance arising out of the interpretation or application of the terms of this Agreement, with the exception of terminations, discipline based on an HR Compliance investigation[5] and policy grievances which will be expedited to Step 3, shall be settled promptly in accordance with the following procedure:

SECTION 2. DEFINITIONS

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

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

(c) Recording Devices: The parties agree that no recording devices of any kind shall be permitted to be utilized during Step 1, 2, 3, or 4 of the grievance procedure.

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

(1) Back-pay awards for those employees in tipped classifications, with the exception of Banquets and Dinner Shows, will be paid at the appropriate Labor Grade 10 rate.

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

---

[5] The Union may request a meeting with the Manager of HR Compliance or his/her designee prior to the 3rd step grievance meeting or as part of the 3rd or 4th step grievance meeting to facilitate timely processing of the grievance.

SECTION 3. GRIEVANCE PROCEDURE

Step 1. Any employee, believing that he/she has suffered a grievance, shall discuss the matter with his/her immediate Guest Service Manager. The employee may choose whether to discuss the matter with his/her Guest Service Manager with or without the assistance of his/her Union representative.

In order to be deemed timely, a grievance must be discussed by the employee with his/her immediate Guest Service Manager within fourteen (14) calendar days after its occurrence, or within fourteen (14) calendar days after the employee has had a reasonable opportunity to become aware of the occurrence, whichever is later. The employee must indicate that his/her discussion with the Guest Service Manager is a grievance. Failure to observe the aforementioned time limitation shall be deemed as a waiver and the grievance will be regarded as abandoned.

The immediate Guest Service Manager shall give an oral reply within three (3) calendar days after submission of the grievance. If the immediate Guest Service Manager fails to give an oral reply within the time limits provided, the grievance may be appealed to the next Step of the grievance procedure.

Step 2. If the grievance shall not have been adjusted under Step 1, then within seven (7) calendar days after the reply given under Step 1, or after the date under which a reply should have been given under Step 1, the grievance shall be reduced to writing upon the accepted Grievance Form which shall set forth the relevant information concerning the grievance, including a short description of the alleged grievance, the date on which the grievance occurred, and an identification of the section of the Agreement alleged to have been violated and shall be submitted to the employee's Area Manager, who shall immediately forward copies to Employee Relations. The Area Manager or his/her designated representative and the Union representative or his/her designated representative shall meet within seven (7) calendar days after invocation of Step 2 in an attempt to settle the grievance. It shall be incumbent upon the Union Representative to request such meeting. The Area Manager or his/her designated representative shall provide the employee and the Union representative with a written reply within five (5) calendar days after the parties have met. If the Area Manager fails to give a written reply within the time limits provided, the grievance may be appealed to the next Step of the grievance procedure.

Step 3. If the grievance shall not have been adjusted under Step 2, then within seven (7) calendar days from the date of the Area Manager's written decision or a date when the decision should have been submitted by the Area Manager, the grievance shall be presented in writing to the Employee Relations office. A grievance meeting with the General Manager/Director or his/her designee, Employee Relations Representative, and the employee's Union Business Representative or his/her designee shall be held within twenty-one (21) calendar days of the grievance being recorded, in an attempt to resolve the grievance. The General Manager/Director or his/her designee shall provide the Union Business Representative or his/her designee with a written reply within five (5) calendar days after the parties have met. If the General Manager/Director or his/her designee fails to give a written reply within the time limit provided, the grievance may be appealed to the next Step of the grievance procedure.

Step 4. If the grievance shall have been submitted but not adjusted under Step 3, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted to a Joint Standing Committee, which shall meet within fourteen (14) calendar days of the appeal, unless extended by mutual agreement of the Company and the Union.

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

The Joint Standing Committee shall meet at least twice per month to investigate, review, and if necessary, conduct a hearing of all outstanding grievances referred to it. Decisions of the Joint Standing Committee shall be final and binding upon all parties at interest. The Joint

Standing Committee shall provide a written determination of all cases reviewed within three (3) calendar days after it has met. If the Joint Standing Committee is unable to resolve a grievance before it, the grievance may be appealed to the next Step of the grievance procedure.

The parties agree that upon notification of the Vice President of Employee Relations and the President of the Service Trades Council Union, Step 4 of the grievance procedure may be waived and grievances addressing institutional issues, affecting either the Company or the Council, may be expedited to Step 5.

Step 5. If the grievance shall have been submitted but not adjusted under Step 4, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted to an Arbitrator mutually agreed upon by the Company and the Union. If agreement is reached, the arbitration must occur within thirty (30) days after the joint selection of the arbitrator. If the Company and the Union do not mutually agree upon the selection of an Arbitrator, then an Arbitrator shall be selected from a panel of seven (7) Arbitrators furnished by the Federal Mediation and Conciliation Service. Either party, at their discretion may refuse one list, which has been presented by a Federal Mediation and Conciliation Service for a pending arbitration hearing. At this point, the parties have a maximum of fourteen (14) calendar days from the date the list is received, to strike the panel. The Rules for the Federal Mediation and Conciliation Service shall govern the selection of an Arbitrator and the conduct of the arbitration hearing. The Arbitrator shall not have the authority to alter, amend, change, modify, add to or subtract from or reform any provision, Article or language of this Agreement. The Decision of the Arbitrator shall be final and binding on all parties with no further appeal, except for reasons of setting aside an Arbitrator's Award, as set forth in applicable Federal and Florida Statutes. Any joint expense incidental to or arising out of the arbitration shall be borne equally by the Company and the appropriate Union. Only one grievance shall be before a specific Arbitrator at one time.

SECTION 4. GRIEVANCE SETTLEMENTS

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

ARTICLE 20 - HOLIDAYS

SECTION 1. HOLIDAYS OBSERVED

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

(a) The core holidays are:

(1) New Years Day
(2) Martin Luther King, Jr. Day
(3) Memorial Day
(4) Independence Day
(5) Labor Day
(6) Thanksgiving Day
(7) Christmas Day

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

SECTION 2. ELIGIBILITY

(a) All regular Full-Time employees are eligible for holiday pay after working thirty (30) calendar days of continuous service, provided they work their scheduled shifts prior to and immediately following such holiday.

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

eligible to receive holiday pay.

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

SECTION 3. PERSONAL HOLIDAYS

Effective January 1 of each year of this Agreement, all employees with one or more years of continuous service will be credited with three (3) personal holidays. Employees with less than one (1) year of service, and employees who are hired or converted from a casual status to a Full-Time status after January 1, will be credited with one (1) personal holiday on each of the following posting dates: March 1, June 1, and September 1. An employee must be statused as a Full-Time employee on the posting date to receive the personal holiday.

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

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

(a) Must be taken within the calendar year;

(b) May not be carried over from year-to-year, or paid off at time of termination;

(c) Do not affect the use of sick leave days for personal time off;

(d) Will be considered as time worked for the computation of overtime;

(e) Will not be paid in addition to other hours worked; and,

(f) May only be taken in one (1) full shift increment.

SECTION 4. HOLIDAY PAY WHEN NOT WORKED

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

SECTION 5. HOLIDAY PAY WHEN WORKED

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

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

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

SECTION 7. HOLIDAY PAY CONSIDERED TIME WORKED FOR COMPUTING OVERTIME

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

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

SECTION 8. HOLIDAY PAY FOR HOLIDAY DURING VACATION

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

SECTION 9. DAY HOLIDAY IS OBSERVED

Recognized holidays shall be observed on the date designated for observance by the Federal Government, except in the case of Christmas, which shall be observed on December 25th.

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

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

SECTION 11. HOLIDAY PAY ON DAY OFF WHEN WORKED

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

SECTION 12. HOLIDAY STARTS AT 8:00 A.M. ON HOLIDAY

For the purpose of computing pay for work on a holiday, the twenty-four (24) hour holiday period shall commence at 8:00 A.M. on the holiday and terminate at 8:00 A.M. the following day.

SECTION 13. PAY RATE FOR THE HOLIDAYS

Those employees in tipped classifications will have holiday benefits paid at the appropriate Labor Grade 5 rate.

SECTION 14. HOLIDAY REQUEST AND APPROVAL

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

ARTICLE 21 - VACATION

SECTION 1. ELIGIBILITY, REGULAR FULL-TIME EMPLOYEES

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

SECTION 2. VACATION EARNED IN THE FIRST CALENDAR YEAR

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

SECTION 3. VACATION HOURS ACCRUED

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

SECTION 4. VACATION ACCRUAL FORMULA FOR EMPLOYEES HIRED PRIOR TO DECEMBER 18, 1994

(a) Two (2) week vacation accrual formula:

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

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

EXAMPLE:

Year of Hire	1989	1990	1991	1992
Eligible to accrue 3 weeks on January 1 of the year	1994	1995	1996	1997

(c) Three (3) week vacation accrual formula:

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

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

EXAMPLE:

Year of Hire	1977	1978	1979	1980
Eligible to accrue 4 weeks on January 1 of the year	1994	1995	1996	1997

(e) Four (4) week vacation formula:

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

SECTION 5. VACATION ACCRUAL FORMULA FOR EMPLOYEES HIRED ON OR AFTER DECEMBER 18, 1994:

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

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

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

EXAMPLE:

Year of Hire	Dec. 18-31, 1994	1995	1996
Eligible to take 2 weeks on January 1 of the year	1996	1997	1998

(c) Two (2) week vacation formula: Refer to the two (2) weeks vacation accrual formula *in Section 4(a).*

(d) Employees begin to accrue three (3) weeks of vacation on January 1st of the calendar year in which the fifth (5th) anniversary of continuous service occurs: Refer to example in Section 4(b), and to the three (3) week vacation accrual formula in Section 4(c).

(e) Employees begin to accrue four (4) weeks of vacation on January 1st of the calendar year in which the seventeenth (17th) anniversary of continuous service occurs: Refer to the example in Section 4(d), and to the four (4) week vacation accrual formula in Section 4(e).

SECTION 6. VACATION ACCRUAL

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

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

SECTION 7. PAYMENT FOR ACCRUED VACATION

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

SECTION 8. VACATION SCHEDULING

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

(b) Pre-approved vacation requests will be considered by seniority for each job classification within the scheduling group. The availability of particular time frames will be determined by Management based on the needs of the business. The pre-approved vacation request and approval process will be administered by seniority according to the following schedule:

Deadline	Timeframe	Schedule Posted
November 30	January 8 – January 7 (following year)	December 15
May 15	September 1 – January 7 (following year)	May 31

(c) Following the November 30 vacation bid, additional requests for available dates between January 8 and August 31 will be on a first come first serve basis. The same provision will apply following the May 15 vacation bid for available dates between September 1 and January 7 (following year).

SECTION 9. PAY RATE FOR VACATIONS

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

SECTION 10. PAY FOR UNUSED VACATION HOURS AT TERMINATION OF EMPLOYMENT

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

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

SECTION 11. CANCELLATION OF PRE-APPROVED VACATION

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

ARTICLE 22 - JURY DUTY AND BEREAVEMENT LEAVE PAY

SECTION 1. JURY DUTY PAY FOR REGULAR FULL-TIME EMPLOYEES

All regular Full-Time employees are eligible for jury duty pay.

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

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

(c) Those employees in tipped classifications will have jury duty benefits paid at the appropriate Labor Grade 5 rate.

SECTION 2. BEREAVEMENT LEAVE PAY

(a) Employees bereaved by the death of a member of their immediate family are granted time off with pay for time necessary to travel to and from the funeral location and attendance at the funeral. The deceased must have been a member of the immediate family household, such as spouse, qualified same sex domestic partner, child (step or natural), mother, father, brother, sister, mother-in-law, father-in-law, or grandparent. If a closer than normal relationship existed between the employee and a person other than those named, consideration will be given toward payment of the bereavement benefit.

(b) Bereavement leave shall be paid up to a maximum of five (5) days. Payment 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.

(c) An employee will be entitled to receive up to three (3) days of pay for actual time lost to attend in-state funerals and up to five (5) days of pay for actual time lost to attend out of state funerals. Additional unpaid time may be granted where appropriate.

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

(e) Those employees in tipped classifications will have bereavement leave benefits paid at the appropriate Labor Grade 5 rate.

(f) Unpaid time off, in accordance with (c) above, will be granted for time necessary to travel to and from the funeral location and attendance at the funeral of a grandchild.

ARTICLE 23 - PENSION AND WELFARE

SECTION 1. PENSION

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

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

PENSION BENEFIT SCHEDULE AT AGE 65 FOR STRAIGHT LIFE ANNUITY OPTION

Credited Years of Service	Credited Hours of Service	Maximum Monthly Benefit
1	1,500 – 2,250	24.00
1	2,251 or more	36.00
2	3,000 – 3,750	48.00
2	3,751 or more	60.00
3	4,500 – 5,250	72.00
3	5,251 or more	84.00
4	6,000 – 6,750	96.00
4	6,751 or more	108.00
5	7,500 - 8,250	120.00
5	8,251 or more	132.00
6	9,000 - 9,750	144.00
6	9,751 or more	156.00

7	10,500 - 11,250	168.00
7	11,251 or more	180.00
8	12,000 - 12,750	192.00
8	12,751 or more	204.00
9	13,500 - 14,250	216.00
9	14,251 or more	228.00
10	15,000 - 15,749	240.00
10	15,750 or more	252.50
11	16,500 - 17,249	265.00
11	17,250 or more	277.50
12	18,000 - 18,749	290.00
12	18,750 or more	302.50
13	19,500 - 20,249	315.00
13	20,250 or more	327.50
14	21,000 - 21,749	340.00
14	21,750 or more	352.50
15	22,500 - 23,249	365.00
15	23,250 or more	377.50
16	24,000 - 24,749	390.00
16	24,750 or more	402.50
17	25,500 - 26,249	415.00
17	26,250 or more	427.50
18	27,000 - 27,749	440.00
18	27,750 or more	452.50
19	28,500 - 29,249	465.00
19	29,250 or more	477.50
20	30,000 - 30,749	490.00
20	30,750 or more	502.00
21	31,500 - 32,249	514.00
21	32,250 or more	526.00
22	33,000 - 33,749	538.00
22	33,750 or more	550.00
23	34,500 - 35,249	562.00
23	35,250 or more	574.00
24	36,000 - 36,749	586.00
24	36,750 or more	598.00
25	37,500 – 38,249	610.00
25	38,250 or more	622.00
26	39,000 – 39,749	634.00
26	39,750 or more	646.00
27	40,500 – 41,249	658.00
27	41,250 or more	670.00
28	42,000 – 42,749	682.00
28	42,750 or more	694.00
29	43,500 – 44,249	706.00
29	44,250 or more	718.00
30	45,000 or more	730.00

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

(b) Retiree Health Benefits

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

except in very limited circumstances provided below.

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

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

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

(a) The employee has completed the Service Criterion prior to his/her rehire date; and,

(b) The employee has reached his/her 55th birthday prior to or coincidental with his/her rehire date; or,

(c) The employee fulfilled all of the following conditions:

(1) The employee has only one rehire date which occurs on or after October 30, 1994, and prior to his/her 55th birthday.

(2) The employee's period of termination of employment immediately prior to the rehire date is less than 366 days.

(3) The employee's period of re-employment following his/her rehire date is at least 365 consecutive days during which he/she is credited with at least 750 Hours of Service under the Retirement Plan.

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

SECTION 2. GROUP INSURANCE

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

(b) Notwithstanding (a) above, the following employee contribution rates shall be maintained with no increase for the period 1/1/05 through 12/31/05:

Effective 1/1/05

PLAN	EMPLOYEE ONLY	EMPLOYEE + SPOUSE	EMPLOYEE + CHILDREN	EMPLOYEE + FAMILY
HMO	$9.54	$26.65	$19.65	$32.77
MED 90	$22.50	$57.00	$47.50	$85.00
MED 80	$10.75	$32.50	$25.50	$48.50
MED 75	$3.00	$11.00	$5.00	$15.00
High Deductible	$2.00	$7.00	$4.00	$10.00

Effective 1/1/06 annual employee contribution rates for the HMO and Med 75 shall be based on the above 1/1/05 rates and shall not be increased in weekly dollar amounts greater than the following:

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

Effective 1/1/06 annual employee contribution rates for the High Deductible, Med 90 and Med 80 shall be based on Salaried contribution rates as follows:

Year 2–2006	Year 3–2007
Not to exceed 90%	Not to exceed 95%

(c) Eligible employees shall be defined as employees whose employment status is Full-Time. Eligible employees coverage shall become effective the first day of the month following completion of ninety (90) days continuous service.

SECTION 3. SICK LEAVE

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

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

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

The maximum amount of sick leave that may be earned in one (1) calendar year is forty-eight (48) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of an automatic payout at the end of the calendar year. Accrued available sick leave in excess of ninety-six (96) hours will be paid upon the request of an eligible employee. Requests for payment will be accepted on an annual basis (by calendar year). Amounts paid are subject to all required withholdings. At the beginning of each calendar year, after an employee has completed the eligibility requirement, sick leave shall be made available for his/her use during that calendar year based on the above-noted hour formula in the prior calendar year. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee. In order to be paid sick leave, the employee must file a request for payment on the appropriate form and submit the form to his/her supervisor. This must be done within three (3) days after the employee returns to work. In the event that three (3) or more consecutive scheduled shifts of sick leave are applied for, the Company may request a written statement from a physician certifying as to the nature and length of employee's illness. However, the Company may require proof of illness in any case if desired and an employee not furnishing such proof will not be entitled to sick leave pay. Employees will not be entitled to sick leave during vacation or on days on which they are not scheduled to work. In the event the employee incurs a non-occupational illness while at work and is released from the completion of his/her scheduled shift by the Medical Department, the employee may apply for sick leave covering the unworked balance of that shift in amounts of one (1) hour. An employee who reports for work after the start of his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his/her scheduled shift and the time the employee actually started to work.

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

(d) Those employees in tipped classifications will have sick leave benefits paid at the appropriate Labor Grade 5 rate.

ARTICLE 24 - COSTUMES, UNIFORMS, AND PERSONAL APPEARANCE

SECTION 1. COSTUMES AND WORK UNIFORMS

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

SECTION 2. SAFETY AND SANITARY CLOTHING AND EQUIPMENT

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

SECTION 3. LAUNDRY AND CLEANING OF CLOTHING PAID BY COMPANY

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

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

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

SECTION 5. PERSONAL APPEARANCE RULES SET FORTH IN WRITING

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

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

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

ARTICLE 25 - SAFETY AND HEALTH

SECTION 1. COMPANY RESPONSIBILITY

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

SECTION 2. EMPLOYEE RESPONSIBILITY

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

SECTION 3. COMPANY - UNION COOPERATION

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

safety and educating employees in safe practices. A Union Representative may attend such meetings.

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

SECTION 4. EXAMINATIONS

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

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

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

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

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

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

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

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

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

(f) Employees enrolled in the Limited Work Program shall continue to be covered by the provisions of the collective bargaining agreement.

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

SECTION 5. UNION/MANAGEMENT SAFETY COMMITTEE

A joint safety committee comprised of hourly and Management representatives will be formed in each resort property and each theme park division. The number of representatives may vary by area but will consist of at least four (4) representatives. The Union and the Company will each select fifty percent (50%) of the committee. The Company selections shall include at least one (1) Management representative. All hourly representatives shall be selected from a sign-up list posted in the affected work areas. The Company and the Union shall each designate a Co-chair for the committee. Upon formation, each committee will establish individual committee procedures and meeting schedules.

The role of the committee will be the following:

(a) Evaluation of health and safety issues through means such as, but not limited to, examination of records, inspections, and employee interviews;

(b) To identify additional or improved health and safety training needs;

(c) To meet with and make recommendations to the G.M./Director with operational responsibility for the area in question regarding (a) and (b) above.

The Company will provide four (4) hours of paid training per year for each committee representative and an additional eight (8) hours for the Union Co-chair. Such training will be mutually agreed upon by the Company and the Union.

SECTION 6. IMMINENT DANGER

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

ARTICLE 26 - WORK BY SUPERVISORS

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

(a) For emergency purposes.

(b) In the instruction and training of employees or supervisors.

(c) Work of an experimental nature.

(d) Testing materials and production.

(e) Start-up and closing-down of operations.

(f) To protect Company property and/or to ensure the safety of guests and/or employees.

(g) To provide uninterrupted services in order to ensure a positive guest and/or employee experience.

Work by supervisors as described by the provisions of this Article is not intended as a means by which the Company may eliminate any bargaining unit position(s) or shift(s). In the

event the Union believes that the provisions of this Article have been violated, the Union may request an immediate meeting to resolve the matter with the appropriate representative of Management and the Director of Employee Relations. All grievances arising over an alleged violation shall be subject to the provision of Article 19 – Grievance Procedure.

ARTICLE 27 - EMERGENCY WORK AND RUNNING REPAIRS BY EMPLOYEES

SECTION 1. EMERGENCY WORK

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

SECTION 2. RUNNING REPAIRS

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

ARTICLE 28 - BULLETIN BOARDS

The Company shall provide bulletin boards in all areas which are frequented by employees for the posting of official Union notices and a list thereof. The board shall be covered with glass and under lock and free of obstructions. A master key shall remain in the possession of a Department Head with copies provided to each affiliate Union of the Service Trades Council. These boards shall be used for the display of the following notices: Union meetings, Union appointments, Union elections and official Union social affairs and any Company-issued information. It is agreed that no Union matter of any kind shall be posted in and about the premises of Walt Disney World Resort except on said Boards. It is agreed by the Union and Management that it is the responsibility of each employee to be knowledgeable of notices posted. All such Union notices shall bear a posting and a removal date.

ARTICLE 29 - SUBCONTRACTING

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

(a) Where some work is required to be sublet to maintain a legitimate manufacturer's warranty; or

(b) Where the subcontracting of work will not result in the termination or layoff, or the failure to recall from layoff, any regular Full-Time employee qualified and classified to do the work; or

(c) Where the employees of the Company lack the skills or qualifications or the Company does not possess the requisite equipment for carrying out the work; or where

(d) Because of size, complexity or time of completion, it is impractical or uneconomical to do the work with Company equipment and personnel.

ARTICLE 30 - INTERPRETATION

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

ARTICLE 31 - SEVERABILITY

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

ARTICLE 32 - TERM OF AGREEMENT

SECTION 1. TERM

This Agreement and any further amendment or supplement hereto shall be in full force and effect from May 2, 2004 through April 28, 2007, and from year to year thereafter, subject to the right of either party to terminate the same at the anniversary of April 28 following April 28, 2007, upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination.

SECTION 2. COMPLETE AGREEMENT

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

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

FOR THE SERVICE TRADES COUNCIL UNION:

/s/ Joseph P. Condo
(Joseph P. Condo)
Service Trades Council President
Transportation Communications International Union, Local 1908
AFL-CIO

/s/ Margie Engels
Service Trades Council Union Secretary
UNITE HERE! Local 737
AFL-CIO

/s/ Brian J. Lawlor
(Brian J. Lawlor)
Service Trades Council Treasurer
International Alliance of Theatrical Stage Employees, Local 631
AFL-CIO

/s/ Donna-Lynne Dalton
(Donna-Lynne Dalton)
Service Trades Council Vice President
International Brotherhood of Teamsters, Local 385
AFL-CIO

/s/ Edward K. Chambers, Jr.
(Edward K. Chambers, Jr.)
Service Trades Council Vice President
United Food & Commercial Workers, Local 1625
AFL-CIO

/s/ Morty Miller
(Morty Miller)
Service Trades Council Vice President
UNITE HERE! Local 362
AFL-CIO

FOR THE AFFILIATED SERVICE TRADES COUNCIL UNIONS:

/s/ Herb Rutland
Herb Rutland, President
UNITE HERE! Local 737
AFL-CIO

/s/ Tracy Pevehouse
Tracy Pevehouse, Vice President
UNITE HERE! Local 737
AFL-CIO

/s/ Morty Miller
Morty Miller, President
UNITE HERE! Local 362
AFL-CIO

UNITE HERE! Local 362 Negotiating Committee:
Richard Hatch, Attractions, Disney's Animal Kingdom
Robert Moszenberg, Attractions, Epcot
Angelo Rubino, Custodian, Epcot
Leroy Sprouse, 3rd Shift Custodian, Magic Kingdom
Christine Walden, Vacation Planners, Disney's MGM-Studios

/s/ Gary Lamboy
Gary Lamboy, District Chairman
Transportation Communications International Union, Local 1908
AFL-CIO

/s/ Randall S. Sluder
Randall S. Sluder, District President
Transportation Communications International Union, Local 1908
AFL-CIO

/s/ Dennis Hus
Dennis Hus, Business Agent
International Alliance of Theatrical Stage Employees, Local 631
AFL-CIO

Pat DonAroma, Assistant Business Agent
International Alliance of Theatrical Stage Employees, Local 631
AFL-CIO

/s/ Juleeann Jerkovich
Juleeann Jerkovich, Secretary-Treasurer
United Food & Commercial Workers, Local 1625
AFL-CIO

/s/ Mike Stapleton
Mike Stapleton, President
Donna-Lynne Dalton, Recording Secretary
Walt Howard, Business Agent
nternational Brotherhood of Teamsters, Local 385
\FL-CIO

ternational Brotherhood of Teamsters, Local 385 Negotiating Committee:
etty Price
elanie Polson
sty D. Reynolds

FOR THE INTERNATIONAL UNIONS:

Bruce Raynor
General President
John W. Wilhelm
President/Hospitality Industry
UNITE HERE!
AFL-CIO, CLC

Robert A. Scardelletti
International President
TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION
AFL-CIO, CLC

Thomas C. Short
International President
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
AFL-CIO, CLC

James P. Hoffa
International General President
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AFL-CIO, CLC

OR THE COMPANY:

/s/ Stephen C. Eisenhardt
(Stephen C. Eisenhardt)
Vice President
Employee Relations and Health Services

WALT DISNEY WORLD CO. NEGOTIATING COMMITTEE:

Barry Carlson

Ed Caudill

Sylvie Constantin

Sue Davis

Deke DeLoach

Brian Dreibelbis

Steve Eisenhardt

Hank Holden

Phil Holmes

Terry Johnson

Doug Lord

Jim MacPhee

Ken Mercer

Kent Mitchell

Kevin Myers

Michael O'Grattan

Joanna Palmer

Brad Rex

Rosemary Rose

Steve Schreiber

Tim Sypko

Clint Thomas

Zonia Wynns

Debby Zutter

Non-Tipped Classifications

Occ Code	Job Classification	Labor Grade
015	Adv Laundry Asst	6
252	Advanced Rescue Patrol	8
500	Batch Tunnel Op	12
210	Bus Driver [1]	11
585	Bus Driver 2	13
586	Bus Driver 3	16
961	Character Greeter	3
965	Character Performer [3]	9
967	Character Performer (TR)	5
065	Chef Asst	20
286	Concierge H/H	8
575	Construct Sewing Spec I	11
576	Construct Sewing Spec II	9
577	Construct Sewing Spec III	7
005	Cook 1	16
115	Cook 2	10
565	Costume Asst I	10
566	Costume Asst II	8
567	Costume Asst III	6
255	Costume CAM Specialist I	1C
260	Costume CAM Specialist II	22
940	Costume H/H	3
090	Costume Spec	6
125	Costume Spec Sr	8
272	Costuming First Hand I	3K
276	Costuming First Hand II	22
100	Cowboy/Girl	10
110	Cowboy/Girl Helper	7
105	Cowboy/Girl Sr	16
135	Custodial H/H	3
175	Custodial H/H (TCU)	3
688	Data Maintenance [2]	3G
271	Data Maintenance (Floral) [2]	4C
96F	Floral H/H	4
265	Floral Designer	8
270	Floral Designer, Sr	13
632	Floral Sales H/H	5
300	Floral Specialist	16
280	Food/Bev H/H	3
290	Food/Bev Steward	3
008	Food Service H/H (QSR)	3P
975	Friendship/Sassagoula H/H 1	3
980	Friendship/Sassagoula H/H 2 [1]	10
022	Garment Cutter I	15
021	Garment Cutter II	10
336	Hair/Makeup Assoc	16
330	Hair/Make-Up Spec	1A

Occ Code	Job Classification	Labor G
333	Hair Makeup Spec Sr	20
027	Hat Specialist I	13
026	Hat Specialist II	10
696	Hat Stitcher/Sewer [2]	3H
340	Horseshoer	2F
625	Hospitality H/H	3
360	Housekeeping H/H	3
277	Housekeeping Inspector H/H [2]	3C
370	Houseperson	3
029	Innoventions Presenter H/H	3E
425	Laundry Asst	4
626	Laundry Flying Squad	8
435	Laundry Helper	3
440	Laundry Specialist	8
205	Lifeguard-Deep Water	7
001	Lifeguard-Shallow Water	4
031	Milliner	20
945	Monorail H/H 1	8
977	Monorail H/H 2 [4]	10
946	Monorail H/H 3 [4]	12
947	Monorail H/H 4 [4]	13
570	Op Sewing Spec I	10
571	Op Sewing Spec II	8
572	Op Sewing Spec III	6
080	Pastry/Bakery Chef Asst	20
081	Pastry/ Bakery Cook 1	16
082	Pastry/Bakery Cook 2	10
605	Ranch Specialist	10
345	Resort Guest Service H/H	8
392	Rigger	1G
690	Sales H/H	3
556	Sales H/H (Personalization) [2]	3G
390	Stage Tech 1	1C
795	Stage Tech 2	1D
790	Stage Tech 3	1E
800	Stage Tech 4	16
805	Stage Tech 5	3
375	Style Shop Opr	1A
176	Utility Custodial H/H [3]	3A
136	Utility Custodial H/H (TCU) [2]	3A
037	Vacation Planner	8
978	Watercraft H/H 1	10
979	Watercraft H/H 2 [1]	12
955	Watercraft H/H 3 [5]	14
960	WDW H/H	3
961	WDW H/H (CE)	3
961	WDW H/H (Parking)	3

[1] After one year at LG 5
[2] Premium pay is included. This occ code is only to be used when 50% or more of the time is spent in these classifications.
[3] After one year of transportation experience
[4] After two years of transportation experience
[5] After five years of transportation experience
[6] After five years of WDW boat experience
[7] Bus Drivers are hired at the year 1 rate ($7.98) and receive th first increase on their next anniversary

Tipped Classifications

Flat Rate Schedule

Occ Code	Job Classification	Labor Grade
715	Banquet Fac H/H (T) (Houseperson)	T-D
705	Banquet Svc H/H (T)	T-C
7XX	Banquet Svc H/H (T) 7i	T-C
305	Bev Asst (T) (Barback)	T-E
291	Bev Cart H/H (T)	T-A
56X	Bev Cart H/H (T) 7i	T-A
723	Bev Captain (T)	T-H
25X	Bev Captain (T) 7i	T-H
725	Bev H/H (T) (Bartender)	T-E
70X	Bev H/H (T) 7i	T-E
720	Food/Bev Captain (T)	T-D
29X	Food/Bev Captain (T) 7i	T-D
740	F&B Dinner Show Svr (T)	T-A
28X	F&B Dinner Show Svr (T) 7i	T-A
700	Food/Bev Svc H/H (T)	T-A
730	Hosp Svc H/H (T) (Bellmen & Valet)	T-B
710	Special Svc H/H (T) (Room Svc)	T-C

Tipped Progression Schedule

Occ Code	Job Classification	Labor Grade
045	Banquet Fac H/H (T) (Houseperson)	T-3
050	Banquet Svc H/H (T)	T-1
03X	Banquet Svc H/H (T) 7i	T-1
292	Bev Cart H/H (T)	T-1
57X	Bev Cart H/H (T) 7i	T-1
351	Bev Captain (T)	T-6
26X	Bev Captain (T) 7i	T-6
035	Bev H/H (T) (Bartender)	T-5
05X	Bev H/H (T) 7i	T-5
275	Food/Bev Asst (T) (Busser)	T-5
295	Food/Bev Captain (T)	T-4
72X	Food/Bev Captain (T) 7i	T-4
282	F&B Dinner Show Svr (T)	T-1
30X	F&B Dinner Show Svr (T) 7i	T-1
285	Food/Bev Svc H/H (T)	T-1
350	Hosp Svc H/H (T) (Bellmen & Valet)	T-2
775	Special Svc H/H (T) (Room Svc)	T-3

All tipped employees hired prior to October 30, 1988 that reclass to another tipped position will remain in the progression schedule. Tipped employees hired on or after October 30, 1988 that reclass to another tipped position will transfer at the appropriate rate in the Flat Rate Schedule.

Full time Cast Members hired on or before 12/12/98 – Tier 1 (005)

Non-Tipped Structure

Labor Grade	Year 4	Year 5	Year 6
3	$9.87	$10.76	$11.12
4	$9.99	$10.87	$11.24
5	$10.14	$10.99	$11.36
6	$10.27	$11.11	$11.50
7	$10.39	$11.22	$11.62
8	$10.53	$11.36	$11.74
9	$10.72	$11.54	$11.93
10	$10.93	$11.72	$12.13
11	$11.10	$11.92	$12.33
12	$11.30	$12.08	$12.50
13	$11.50	$12.27	$12.69
14	$11.75	$12.52	$12.94
15	$12.02	$12.77	$13.20
16	$12.36	$13.06	$13.52
19	$13.32	$13.99	$14.47
1A	$12.75	$13.44	$13.89
1C	$17.69	$17.72	$18.33
1D	$15.29	$16.01	$16.55
1E	$13.79	$14.59	$15.09
1O	$20.61	$21.08	$21.08
20	$13.66	$14.27	$14.77
22	$14.83	$15.38	$15.92
2F	$18.06	$18.25	$18.88
3A	$10.17	$11.06	$11.42
3C	$10.37	$11.26	$11.62
3G	$10.37	$11.26	$11.62
3H	$10.14	$11.01	$11.37
3I	$10.87	$11.76	$12.12
3K	$18.19	$18.22	$18.83
3P	$9.87	$10.76	$11.12
4C	$10.50	$11.37	$11.74

Tipped Structure

Flat Structure

Labor Grade	Flat Rate
T-A	$2.50
T-B	$3.00
T-C	$3.15
T-D	$3.50
T-E	$4.40
T-H	$4.75

Progression Structure

Labor Grade	Max
T-1	$3.50
T-2	$4.05
T-3	$4.25
T-4	$4.55
T-5	$5.30
T-6	$5.45

All tipped employees hired prior to October 30, 1988 that reclass to another tipped position will remain in the progression sched Tipped employees hired on or after October 30, 1988 that reclass to another tipped position will transfer at the appropriate rate i the Flat Rate Schedule.

Full time Cast Members hired after 12/12/98 – Tier2 (006)

Non-Tipped Structure

Increases of 5% for anniversary dates between May 2, 2004 and October 2, 2004.

Labor Grade	Min	Max
3	$6.70	$10.76
4	$6.75	$10.87
5	$6.85	$10.99
6	$6.95	$11.11
7	$7.05	$11.22
8	$7.15	$11.36
9	$7.30	$11.54
10	$7.45	$11.72
11	$7.60	$11.92
12	$7.75	$12.08
13	$7.90	$12.27
14	$8.10	$12.52
15	$8.30	$12.77
16	$8.55	$13.06
19	$9.30	$13.99
2A	$9.00	$13.44

Labor Grade	Min	Max
1C	$12.40	$17.72
1D	$10.80	$16.01
1E	$9.65	$14.59
1G	$15.15	$20.47
20	$9.55	$14.27
22	$10.45	$15.38
2F	$11.70	$18.25
3A	$7.00	$11.06
3C	$7.20	$11.26
3G	$7.20	$11.26
3H	$6.95	$11.01
31	$7.70	$11.76
3K	$12.90	$18.22
3P	$6.70	$10.76
4C	$7.25	$11.37

Tipped Structure

Flat Structure

Labor Grade	Flat Rate
T-A	$2.50
T-B	$3.00
T-C	$3.15
T-D	$3.50
T-E	$4.40
T-H	$4.75

Progression Structure

Labor Grade	Max
T-5	$5.10

Non-Tipped Classifications

Occ Code	Job Classification	Labor Grade
015	Adv Laundry Asst	6
252	Advanced Rescue Patrol [2]	10
203	Bell Services Dispatcher [6]	3
586	Bus Driver	B7
961	Character Attendant [7]	4
968	Character Captain [7]	15
967	Character Performer (TR)	5
965	Character Performer [1]	9
065	Chef Asst	20
96T	Children Activities H/H [6]	6
286	Concierge H/H	8
575	Construct Sewing Spec I	11
576	Construct Sewing Spec II [7]	10
577	Construct Sewing Spec III	7
115	Cook 2	10
005	Cook 1	16
565	Costume Asst I [7]	11
566	Costume Asst II [7]	10
567	Costume Asst III [7]	7
255	Costume CAM Specialist I	1C
260	Costume CAM Specialist II	22
840	Costume H/H	3
090	Costume Spec	6
125	Costume Spec Sr	8
272	Costuming First Hand I	3K
276	Costuming First Hand II	22
100	Cowboy/Girl	10
110	Cowboy/Girl Helper	7
105	Cowboy/Girl Sr	16
135	Custodial H/H	3
1T5	Custodial H/H (TCU)	3
688	Data Maintenance [7]	3C
271	Data Maintenance (Floral) [2]	4C
900	Fishing Guide	3
265	Floral Designer	8
270	Floral Designer, Sr	13
96P	Floral H/H	4
632	Floral Sales H/H	5
300	Floral Specialist	16
207	Food Handler [4]	8
008	Food Service H/H (QSR)	3P
280	Food/Bev H/H	3
290	Food/Bev Steward	3
975	Friendship/Sassagoula H/H 1	3
980	Friendship/Sassagoula H/H 2 [3]	10
201	Front Desk Advisor [8]	8C
022	Garment Cutter I	15
021	Garment Cutter II	10
336	Hair/Makeup Assoc	16
330	Hair/Make-Up Spec	1A
335	Hair Makeup Spec Sr	20

Occ Code	Job Classification	Labor Grade
027	Hat Specialist I	13
026	Hat Specialist II	10
696	Hat Stitcher/Sewer [2]	3H
340	Horseshoes	2F
625	Hospitality H/H	3
360	Housekeeping H/H	3
277	Housekeeping Inspector H/H [4]	3G
3T0	Houseperson	3
029	Innoventions Presenter H/H	3I
425	Laundry Asst	4
626	Laundry Flying Squad	8
435	Laundry Helper	3
204	Laundry Presser [5]	8
440	Laundry Specialist	8
206	Laundry Specialist Sr [4]	10
205	Lifeguard-Deep Water [7]	8
001	Lifeguard-Shallow Water	4
031	Milliner	20
945	Monorail H/H 1	8
977	Monorail H/H 2 [7]	10
946	Monorail H/H 3 [4]	12
947	Monorail H/H 4 [3]	13
570	Op Sewing Spec I	10
571	Op Sewing Spec II	8
572	Op Sewing Spec III	6
081	Pastry/Bakery Cook 1	16
080	Pastry/Bakery Chef Asst	20
082	Pastry/Bakery Cook 2	10
605	Ranch Specialist	19
345	Resort Guest Service H/H	8
392	Rigger	1G
690	Sales H/H	3
556	Sales H/H (Personalization) [2]	3G
390	Stage Tech 1	1C
795	Stage Tech 2	1D
790	Stage Tech 3	1E
800	Stage Tech 4	16
805	Stage Tech 5	3
375	Style Shop Operator	1A
500	Systems Operator [7]	14
850	Systems Operator Sr. [4]	16
202	Themed Doorman [8]	3
136	Utility Custodial H/H [2]	3A
1T6	Utility Custodial H/H (TCU) [2]	3A
037	Vacation Planner	8
978	Watercraft H/H 1	10
979	Watercraft H/H 2 [7]	12
955	Watercraft H/H 3 [6]	14
960	WDW H/H	3
961	WDW H/H (Parking)	3

[1] After one year at LG 5
[2] Premium pay is included. This occ code is only to be used *when 50% or more of the time is spent in these classifications.*
[3] After one year of transportation experience
[4] After two years of transportation experience
[5] After five years of transportation experience
[6] After five years of WDW boat experience
[7] *Effective November 21, 2004*
[8] Effective December 5, 2004

Tipped Classifications

Flat Rate Schedule

Occ Code	Job Classification	Labor Grade
715	Banquet Fac H/H (T) (Houseperson)	T-D
705	Banquet Svc H/H (T)	T-C
7XX	Banquet Svc H/H (T) 7i	T-C
305	Bev Asst (T) (Barback)	T-E
291	Bev Cart H/H (T)	T-A *
56X	Bev Cart H/H (T) 7i	T-A *
723	Bev Captain (T)	T-H
25X	Bev Captain (T) 7i	T-H
725	Bev H/H (T) (Bartender)	T-E
70X	Bev H/H (T) 7i	T-E
720	Food/Bev Captain (T)	T-D
29X	Food/Bev Captain (T) 7i	T-D
740	F&B Dinner Show Svc (T)	T-A *
28X	F&B Dinner Show Svc (T) 7i	T-A *
700	Food/Bev Svc H/H (T)	T-A *
730	Hosp Svc H/H (T) (Bellmen & Valet)	T-B *
710	Special Svc H/H (T) (Room Svc)	T-C

Tipped Progression Schedule

Occ Code	Job Classification	Labor Grade
045	Banquet Fac H/H (T) (Houseperson)	T-3
050	Banquet Svc H/H (T)	T-1
03X	Banquet Svc H/H (T) 7i	T-1
292	Bev Cart H/H (T)	T-1
57X	Bev Cart H/H (T) 7i	T-1
351	Bev Captain (T)	T-6
26X	Bev Captain (T) 7i	T-6
035	Bev H/H (T) (Bartender)	T-5
05X	Bev H/H (T) 7i	T-5
275	Food/Bev Asst (T) (Busser)	T-5
295	Food/Bev Captain (T)	T-4
72X	Food/Bev Captain (T) 7i	T-4
282	F&B Dinner Show Svc (T)	T-1
30X	F&B Dinner Show Svc (T) 7i	T-1
285	Food/Bev Svc H/H (T)	T-1
350	Hosp Svc H/H (T) (Bellmen & Valet)	T-2
775	Special Svc H/H (T) (Room Svc)	T-3

ll tipped employees hired prior to October 30, 1988 that reclass to another tipped position will remain in the progression schedule. ipped employees hired on or after October 30, 1988 that reclass to another tipped position will transfer at the appropriate rate in e Flat Rate Schedule.

The following labor grade changes will be effective May 1, 2005:

Occ Code	Job Classification	Labor Grade
291	Bev Cart H/H (T) 7i	T-C
56X	Bev Cart H/H (T) 7i	T-C
740	F&B Dinner Show Svc (T)	T-C
28X	F&B Dinner Show Svc (T) 7i	T-C
700	Food/Bev Svc H/H (T)	T-C
730	Hosp Svc H/H (T) (Bellmen & Valet)	T-C

Non-Tipped Structure

Increases of 4% on Common Date of October 3, 2004.

Labor Grade	Min	Max 10/3/04 - 12/25/04	Max 12/26/04 - 10/1/05
3	$6.80	$11.12	$11.32
4	$6.85	$11.24	$11.44
5	$6.95	$11.36	$11.56
6	$7.05	$11.50	$11.70
7	$7.15	$11.62	$11.82
8	$7.25	$11.74	$11.94
9	$7.40	$11.93	$12.13
10	$7.55	$12.13	$12.33
11	$7.70	$12.33	$12.53
12	$7.85	$12.50	$12.70
13	$8.00	$12.69	$12.89
14	$8.20	$12.94	$13.14
15	$8.40	$13.20	$13.40
16	$8.65	$13.52	$13.72
19	$9.40	$14.47	$14.67
1A	$9.10	$13.89	$14.09
1C	$12.50	$18.33	$18.53

Labor Grade	Min	Max 10/3/04 - 12/25/04	Max 12/26/04 - 10/1/05
1D	$10.90	$16.55	$16.75
1E	$9.75	$15.09	$15.29
1G	$15.25	$21.08	$21.28
20	$9.65	$14.77	$14.97
22	$10.55	$15.92	$16.12
2F	$11.80	$18.88	$19.08
3A	$7.10	$11.42	$11.62
3C	$7.55	$11.87	$12.07
3G	$7.30	$11.62	$11.82
3H	$7.30	$11.62	$11.82
3I	$7.80	$12.12	$12.32
3K	$13.25	$19.08	$19.28
3P	$6.80	$11.12	$11.32
4C	$7.60	$11.99	$12.19
8C	$8.00	$12.49	$12.69
B7	$9.15	$13.83	$14.03

Tipped Structure

Flat Structure

Labor Grade	Flat Rate
T-A	$2.50
T-B	$3.00
T-C	$3.15
T-D	$3.50
T-E	$4.40
T-H	$4.75

Progression Structure

Labor Grade	Min	Max
T-1		$3.50
T-2		$4.05
T-3		$4.25
T-4		$4.55
T-5	$4.50	$5.10
T-6		$5.45

Bonus Payments

Non-Tipped Cast Members

Cast Members at the maximum of their rate range as of October 2, 2004 will receive the following bonus payment:

15 years of service or less (as of October 2, 2004)	$1,500
More than 15 through 20 years of service (as of October 2, 2004)	$1,600
More than 20 years of service (as of October 2, 2004)	$1,700

Tipped Cast Members

All Tipped Cast Members will receive the following bonus payment:

5 years of service or less (as of October 2, 2004)	$400
More than 5 years of service (as of October 2, 2004)	$600

Non-Tipped Classifications

Occ Code	Job Classification	Labor Grade
015	Adv Laundry Asst	6
252	Advanced Rescue Patrol	10
203	Bell Services Dispatcher	3
586	Bus Driver	18
961	Character Attendant	4
968	Character Captain	15
967	Character Performer (TR)	5
965	Character Performer [1]	9
065	Chef Asst	20
96T	Children Activities H/H	6
286	Concierge H/H	8
575	Construct Sewing Spec I	11
576	Construct Sewing Spec II	10
577	Construct Sewing Spec III	7
115	Cook 2	10
005	Cook 1	16
565	Costume Asst I	11
566	Costume Asst II	10
567	Costume Asst III	7
255	Costume CAM Specialist I	1C
260	Costume CAM Specialist II	22
940	Costume H/H	3
090	Costume Spec	6
125	Costume Spec Sr	8
272	Costuming First Hand I	3K
276	Costuming First Hand II	22
100	Cowboy/Girl	10
110	Cowboy/Girl Helper	7
105	Cowboy/Girl Sr	16
135	Custodial H/H	3
175	Custodial H/H (TCU)	3
688	Data Maintenance [2]	3C
271	Data Maintenance (Floral) [2]	4C
900	Fishing Guide	3
265	Floral Designer	8
270	Floral Designer, Sr	13
96F	Floral H/H	4
632	Floral Sales H/H	5
300	Floral Specialist	16
207	Food Handler	9
008	Food Service H/H (QSR)	3P
280	Food/Bev H/H	3
290	Food/Bev Steward	3
975	Friendship/Sassagoula H/H 1	3
980	Friendship/Sassagoula H/H 2 [3]	10
201	Front Desk Advisor	8C
022	Garment Cutter I	15
021	Garment Cutter II	10
336	Hair/Makeup Assoc	5G
330	Hair/Make-Up Spec	1A
335	Hair Makeup Spec Sr	20

Occ Code	Job Classification	Labor Grade
027	Hat Specialist I	13
026	Hat Specialist II	10
696	Hat Stitcher/Sewer [7]	3H
340	Horseshoer	2F
625	Hospitality H/H	3
360	Housekeeping H/H	3
277	Housekeeping Inspector H/H [2]	3G
370	Houseperson	3
029	Innoventions Presenter H/H	3J
425	Laundry Asst	4
626	Laundry Flying Squad	8
435	Laundry Helper	3
204	Laundry Presser	8
440	Laundry Specialist	8
206	Laundry Specialist Sr.	10
205	Lifeguard-Deep Water [7]	9
001	Lifeguard-Shallow Water	4
001	Milliner	20
945	Monorail H/H 1	8
977	Monorail H/H 2 [3]	10
946	Monorail H/H 3 [5]	12
947	Monorail H/H 4 [5]	13
570	Op Sewing Spec I	10
571	Op Sewing Spec II	8
572	Op Sewing Spec III	6
081	Pastry/Bakery Cook 1	16
080	Pastry/Bakery Chef Asst	20
082	Pastry/Bakery Cook 2	10
605	Ranch Specialist	19
345	Resort Guest Service H/H	8
392	Rigger	1G
690	Sales H/H	3
556	Sales H/H (Personalization) [2]	3G
390	Stage Tech 1	1C
795	Stage Tech 2	1D
790	Stage Tech 3	1E
800	Stage Tech 4	16
805	Stage Tech 5	3
375	Style Shop Operator	1A
500	Systems Operator	14
850	Systems Operator Sr.	16
202	Themed Doorman	3
136	Utility Custodial H/H [2]	3A
176	Utility Custodial H/H (TCU) [2]	3A
037	Vacation Planner	8
978	Watercraft H/H 1	10
979	Watercraft H/H 2 [4]	12
955	Watercraft H/H 3 [6]	14
960	WDW H/H	3
961	WDW H/H (Parking)	3

[1] After one year at LG 5
[2] Premium pay is included. This occ code is *only* to be used when 50% or more of the time is spent in these classifications.
[3] After one year of transportation experience
[4] After two years of transportation experience
[5] After five years of transportation experience
[6] After five years of WDW boat experience
[7] Labor grade change effective March 6, 2005

Tipped Classifications

Flat Rate Schedule

Occ Code	Job Classification	Labor Grade
715	Banquet Fac H/H (T) (Houseperson)	T-D
705	Banquet Svc H/H (T)	T-C
7XX	Banquet Svc H/H (T) 7i	T-C
305	Bev Asst (T) (Barback)	T-E
292	Bev Cart H/H (T)	T-C
56X	Bev Cart H/H (T) 7i	T-C
723	Bev Captain (T)	T-H
25X	Bev Captain (T) 7i	T-H
725	Bev H/H (T) (Bartender)	T-E
70X	Bev H/H (T) 7i	T-E
720	Food/Bev Captain (T)	T-D
29X	Food/Bev Captain (T) 7i	T-D
740	F&B Dinner Show Svr (T)	T-C
28X	F&B Dinner Show Svr (T) 7i	T-C
700	Food/Bev Svc H/H (T)	T-C
730	Hosp Svc H/H (T) (Bellmen & Valet)	T-C
710	Special Svc H/H (T) (Room Svc)	T-C

Tipped Progression Schedule

Occ Code	Job Classification	Labor Grade
045	Banquet Fac H/H (T) (Houseperson)	T-3
050	Banquet Svc H/H (T)	T-1
03X	Banquet Svc H/H (T) 7i	T-1
292	Bev Cart H/H (T)	T-1
57X	Bev Cart H/H (T) 7i	T-1
351	Bev Captain (T)	T-6
26X	Bev Captain (T) 7i	T-6
035	Bev H/H (T) (Bartender)	T-5
05X	Bev H/H (T) 7i	T-5
275	Food/Bev Asst (T) (Busser)	T-5
295	Food/Bev Captain (T)	T-4
72X	Food/Bev Captain (T) 7i	T-4
282	F&B Dinner Show Svr (T)	T-1
30X	F&B Dinner Show Svr (T) 7i	T-1
285	Food/Bev Svc H/H (T)	T-1
350	Hosp Svc H/H (T) (Bellmen & Valet)	T-2
775	Special Svc H/H (T) (Room Svc)	T-3

All tipped employees hired prior to October 30, 1988 that reclass to another tipped position will remain in the progression schedule. Tipped employees hired on or after October 30, 1988 that reclass to another tipped position will transfer at the appropriate rate in the Flat Rate Schedule.

WALT DISNEY WORLD **ADDENDUM "A"** **Effective October 2, 2005 – September 30, 2006**

Job Classifications and Labor Grade Structure

Non-Tipped Structure

Increases of 4% on Common Date of October 2, 2005.

Labor Grade	Min	Max
3	$6.90	$11.32
4	$6.95	$11.44
5	$7.05	$11.56
6	$7.15	$11.70
7	$7.25	$11.82
8	$7.35	$11.94
9	$7.50	$12.13
10	$7.65	$12.33
11	$7.80	$12.53
12	$7.95	$12.70
13	$8.10	$12.89
14	$8.30	$13.14
15	$8.50	$13.40
16	$8.75	$13.72
18	$9.25	$14.35
19	$9.50	$14.67
1A	$9.20	$14.09

Labor Grade	Min	Max
1C	$12.60	$18.53
1D	$11.00	$16.75
1E	$9.85	$15.29
1G	$15.35	$21.28
20	$9.75	$14.97
22	$10.65	$16.12
2F	$11.90	$19.08
3A	$7.20	$11.62
3C	$7.65	$12.07
3G	$7.40	$11.82
3H	$7.40	$11.82
3I	$7.90	$12.32
3K	$13.35	$19.28
3P	$6.90	$11.32
4C	$7.70	$12.19
8C	$8.10	$12.69

Tipped Structure

Flat Structure

Labor Grade	Flat Rate
T-C	$3.15
T-D	$3.50
T-E	$4.40
T-H	$4.75

Progression Structure

Labor Grade	Min	Max
T-1		$3.50
T-2		$4.05
T-3		$4.25
T-4		$4.55
T-5	$4.50	$5.10
T-6		$5.45

Bonus Payments

Non-Tipped Cast Members

Cast Members at the maximum of their rate range as of October 2, 2004 will receive the following bonus payment:

15 years of service or less (as of October 2, 2005)	$1,000
More than 15 through 20 years of service (as of October 2, 2005)	$1,100
More than 20 years of service (as of October 2, 2005)	$1,200

Tipped Cast Members

All Tipped Cast Members will receive the following bonus payment:

5 years of service or less (as of October 2, 2005)	$400
More than 5 years of service (as of October 2, 2005)	$600

Non-Tipped Classifications

Occ Code	Job Classification	Labor Grade
015	Adv Laundry Asst	6
252	Advanced Rescue Patrol	10
203	Bell Services Dispatcher	3
586	Bus Driver	18
961	Character Attendant	4
968	Character Captain	15
967	Character Performer (TR)	5
965	Character Performer [1]	9
065	Chef Asst	20
96T	Children Activities H/H	6
286	Concierge H/H	8
575	Construct Sewing Spec I	11
576	Construct Sewing Spec II	10
577	Construct Sewing Spec III	7
115	Cook 2	10
005	Cook 1	16
565	Costume Asst I	11
566	Costume Asst II	10
567	Costume Asst III	7
255	Costume CAM Specialist I	1C
260	Costume CAM Specialist II	22
940	Costume H/H	3
090	Costume Spec	6
125	Costume Spec Sr	8
272	Costuming First Hand I	3K
276	Costuming First Hand II	22
100	Cowboy/Girl	10
110	Cowboy/Girl Helper	7
105	Cowboy/Girl Sr	16
135	Custodial H/H	3
1T3	Custodial H/H (TCU)	3
688	Data Maintenance [2]	3C
271	Data Maintenance (Floral) [2]	4C
900	Fishing Guide	3
265	Floral Designer	8
270	Floral Designer, Sr	13
96F	Floral H/H	4
632	Floral Sales H/H	5
300	Floral Specialist	16
207	Food Handler	9
008	Food Service H/H (QSR)	3P
280	Food/Bev H/H	3
290	Food/Bev Steward	3
975	Friendship/Sassagoula H/H 1	3
980	Friendship/Sassagoula H/H 2 [3]	10
201	Front Desk Adviser	8C
022	Garment Cutter I	15
021	Garment Cutter II	10
336	Hair/Makeup Assoc	16
330	Hair/Make-Up Spec	1A
335	Hair Makeup Spec Sr	20

Occ Code	Job Classification	Labor Grade
027	Hat Specialist I	13
026	Hat Specialist II	10
696	Hat Stitcher/Sewer [2]	3H
340	Horseshoer	2F
625	Hospitality H/H	3
360	Housekeeping H/H	3
277	Housekeeping Inspector H/H [2]	3G
3T0	Houseperson	3
029	Innoventions Presenter H/H	3I
425	Laundry Asst	4
626	Laundry Flying Squad	8
435	Laundry Helper	3
204	Laundry Presser	8
440	Laundry Specialist	8
206	Laundry Specialist Sr.	10
205	Lifeguard-Deep Water	9
001	Lifeguard-Shallow Water	4
031	Milliner	20
945	Monorail H/H 1	8
977	Monorail H/H 2 [3]	10
946	Monorail H/H 3 [4]	12
947	Monorail H/H 4 [5]	13
570	Op Sewing Spec I	10
571	Op Sewing Spec II	8
572	Op Sewing Spec III	6
081	Pastry/Bakery Cook 1	16
080	Pastry/Bakery Chef Asst	20
082	Pastry/Bakery Cook 2	10
605	Ranch Specialist	19
345	Resort Guest Service H/H	8
392	Rigger	1G
690	Sales H/H	3
556	Sales H/H (Personalization) [2]	3G
390	Stage Tech 1	1C
795	Stage Tech 2	1D
790	Stage Tech 3	1E
800	Stage Tech 4	16
895	Stage Tech 5	3
375	Style Shop Operator	1A
500	Systems Operator	14
850	Systems Operator Sr.	16
202	Themed Doorman	3
136	Utility Custodial H/H [2]	3A
1T6	Utility Custodial H/H (TCU) [2]	3A
037	Vacation Planner	8
978	Watercraft H/H 1	10
979	Watercraft H/H 2 [3]	12
955	Watercraft H/H 3 [6]	14
960	WDW H/H	3
961	WDW H/H (Parking)	3

[1] After one year at LG 5
[2] Premium pay is included. This occ code is only to be used when 30% or more of the time is spent in these classifications.
[3] After one year of transportation experience
[4] After two years of transportation experience
[5] After five years of transportation experience
[6] After five years of WDW boat experience

Tipped Classifications

Flat Rate Schedule

Occ Code	Job Classification	Labor Grade
715	Banquet Fac H/H (T) (Houseperson)	T-D
705	Banquet Svc H/H (T)	T-C
7XX	Banquet Svc H/H (T) 7i	T-C
305	Bev Asst (T) (Barback)	T-B
291	Bev Cart H/H (T)	T-C
56X	Bev Cart H/H (T) 7i	T-C
723	Bev Captain (T)	T-H
25X	Bev Captain (T) 7i	T-H
725	Bev H/H (T) (Bartender)	T-E
70X	Bev H/H (T) 7i	T-E
720	Food/Bev Captain (T)	T-D
29X	Food/Bev Captain (T) 7i	T-D
740	F&B Dinner Show Svr (T)	T-C
28X	F&B Dinner Show Svr (T) 7i	T-C
700	Food/Bev Svc H/H (T)	T-C
730	Hosp Svc H/H (T) (Bellmen & Valet)	T-C
710	Special Svc H/H (T) (Room Svc)	T-C

Tipped Progression Schedule

Occ Code	Job Classification	Labor Grade
045	Banquet Fac H/H (T) (Houseperson)	T-3
050	Banquet Svc H/H (T)	T-1
03X	Banquet Svc H/H (T) 7i	T-1
292	Bev Cart H/H (T)	T-1
57X	Bev Cart H/H (T) 7i	T-1
351	Bev Captain (T)	T-6
26X	Bev Captain (T) 7i	T-6
035	Bev H/H (T) (Bartender)	T-5
05X	Bev H/H (T) 7i	T-5
275	Food/Bev Asst (T) (Busser)	T-5
295	Food/Bev Captain (T)	T-4
72X	Food/Bev Captain (T) 7i	T-4
282	F&B Dinner Show Svr (T)	T-3
30X	F&B Dinner Show Svr (T) 7i	T-1
285	Food/Bev Svc H/H (T)	T-1
350	Hosp Svc H/H (T) (Bellmen & Valet)	T-2
775	Special Svc H/H (T) (Room Svc)	T-3

All tipped employees hired prior to October 30, 1988 that reclass to another tipped position will remain in the progression schedule. Tipped employees hired on or after October 30, 1988 that reclass to another tipped position will transfer at the appropriate rate in the Flat Rate Schedule.

Non-Tipped Structure

Increases of 4% on Common Date of October 1, 2006.

Labor Grade	Min	Max 10/1/06 - 12/30/06	Max 12/31/06 - 4/28/07
3	$7.00	$11.32	$11.57
4	$7.05	$11.44	$11.69
5	$7.15	$11.56	$11.81
6	$7.25	$11.70	$11.95
7	$7.35	$11.82	$12.07
8	$7.45	$11.94	$12.19
9	$7.60	$12.13	$12.38
10	$7.75	$12.33	$12.58
11	$7.90	$12.53	$12.78
12	$8.05	$12.70	$12.95
13	$8.20	$12.89	$13.14
14	$8.40	$13.14	$13.39
15	$8.60	$13.40	$13.65
16	$8.85	$13.72	$13.97
18	$9.35	$14.35	$14.60
19	$9.60	$14.67	$14.92
1A	$9.30	$14.09	$14.34

Labor Grade	Min	Max 10/1/06 - 12/30/06	Max 12/31/06 - 4/28/07
1C	$12.70	$18.53	$18.78
1D	$11.10	$16.75	$17.00
1E	$9.95	$15.29	$15.54
1G	$15.45	$21.28	$21.53
20	$9.85	$14.97	$15.22
22	$10.75	$16.12	$16.37
2F	$12.00	$19.08	$19.33
3A	$7.30	$11.62	$11.87
3C	$7.75	$12.07	$12.32
3G	$7.50	$11.82	$12.07
3H	$7.50	$11.82	$12.07
3I	$8.00	$12.32	$12.57
3K	$13.45	$19.28	$19.53
3P	$7.00	$11.32	$11.57
4C	$7.80	$12.19	$12.44
8C	$8.20	$12.69	$12.94

Tipped Structure

Flat Structure

Labor Grade	Flat Rate
T-C	$3.15
T-D	$3.50
T-E	$4.40
T-H	$4.75

Progression Structure

Labor Grade	Min	Max
T-1		$3.50
T-2		$4.05
T-3		$4.25
T-4		$4.55
T-5	$4.50	$5.10
T-6		$5.45

Bonus Payments

Tipped Cast Members

All Tipped Cast Members will receive the following bonus payment:

5 years of service or less (as of October 1, 2006)	$400
More than 5 years of service (as of October 1, 2006)	$600

ADDENDUM "B"
(AMENDMENT TO SCOPE OF AGREEMENT)

The parties hereto have mutually agreed to amend Article 4, SCOPE OF AGREEMENT, as follows:

Article 4, Section 1

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

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

Those employees of the Company in classifications set forth in Addendum "A" who are authorized to work in the United States as a result of an appropriate visa or other limited work authorization shall be generally covered under the terms of this Agreement, although the parties agree that the Company shall *not be required by any* provision of this Agreement to permit any such employee to engage in duties inconsistent with visa or international work restrictions. The parties further agree that in order to preserve the culturally authentic theming at various properties, the Company shall not be required to make available for general transfer the culturally authentic jobs performed by such international employees. Separation of employment of employees with international status, based on the loss or expiration of the appropriate and required work authorizations, shall not be subject to the grievance procedure. However, disciplinary action *(including* discharge) which is not subject to the grievance procedure shall not set a precedent for discipline of non-international employees. An investigatory suspension (Article 18, Section 4) shall precede any contemplated discharge for just cause for such employee, and the affiliate with jurisdiction *shall be immediately* notified of any such suspension.

Article 4, Section 2

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

ADDENDUM "C"
ALCOHOL AND DRUG ABUSE POLICY

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

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

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

(a) Where there is an objective reasonable basis that an employee has an in-system presence of any illegal drug, controlled substance or alcohol, hereinafter referred to as "substances", while on duty or on Company property immediately preceding or following the work shift. For purposes of this Agreement, the terms "employee" or "bargaining unit employee" includes not only persons employed in positions covered by the Service Trades Council Union, collective bargaining agreement, but also persons being recalled into such positions.

(b) As part of a post-accident investigation in cases where:

1. The individual(s) subject to testing is directly linked to the accident.
2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed $4,500.00.

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

(c) A government agency duly concerned with Walt Disney World Co. (i.e., Department of Transportation, etc.) advises the Company that employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of future employment. In such instances, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with the government regulations and the procedures established by this Agreement and shall not commence until the Union and the Company have had a reasonable opportunity to discuss the impact of the government directive.

(d) Random testing as part of follow-up to rehabilitation and only for a reasonable period of time after rehabilitation supervised by Orlando Behavioral Health Care, or any successor thereto, not to exceed one year.

SECTION 3. An employee will not be tested under Section 2(a) above unless his/her actions and/or conduct or other related circumstances provide an objective reasonable basis to believe that the employee may have ingested drugs or alcohol and/or is suffering from impairment that will in some way adversely affect his/her alertness, coordination, reaction, response, safety, or the safety of

others, while on duty or on Company property. Where possible, this shall be discussed with the Union Shop Steward. Such observation will be confirmed by another member of supervision wherever possible and will be documented. Employees will not be subject to such testing without the express consent of a senior member of Management different from the observation supervisor, and prior notification to and consent of Employee Relations.

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

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

SECTION 6. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the Company will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Company has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Any evidence of any form of tampering, altering, or diluting of a specimen will result in discharge.

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

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

SECTION 8. The drug test will be performed utilizing urinalysis to screen for the following substances:

Amphetamines
Cocaine
Marijuana
Opiates
Phencyclidine

The initial test shall use an Immunoassay that meets the requirements of the Food and Drug Administration for Commercial Distribution. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical Review Officer prior to release to the Company. The Medical Review Officer, upon written request from the employee, will report test results to the Union Business Agent. The Union agrees, in order to begin the program, that Florida Hospital Centra Care is an acceptable Medical Review Officer but reserves the right to withhold approval of Florida Hospital Centra Care with adequate notice in the event that Florida Hospital Centra Care status should change in the future.

SECTION 9. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be as follows:

Drug	Emit Screen Cut-Off	Confirmation Cut-Off
Marijuana	50ng/ml	15ng/ml
Cocaine	300ng/ml	150ng/ml
Opiates	2,000ng/ml	2,000ng/ml
Amphetamines	1,000ng/ml	500ng/ml
Phencyclidine	25ng/ml	25ng/ml

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

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

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

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

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

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

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

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

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

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

SECTION 17. The Company shall provide education for Management personnel regarding observation techniques, the availability and desirability of the Employee Assistance Programs and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining confidentiality of all drug-related information and referring employees who may have a problem to appropriate counseling.

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

ADDENDUM "D-1"
UNITE HERE! LOCAL 737

FOOD AND BEVERAGE

Service Charge for Parties of Eight (8) or More

An eighteen percent (18%) service charge will be included on all guest checks of groups of eight (8) or more.

1. The guests will be advised of the policy by the first Host/Hostess (i.e., DRC, Guest Services, Concierge, or Seating Host/Hostess) to accept the guest's reservations.

2. In addition to the above, the policy will be printed on the menus.

3. If a party of eight (8) or more, regardless of reservation size, arrives and is seated at the same table and receives separate checks, the automatic service charge shall apply.

4. If a party of eight (8) or more arrives and, for whatever reason, is split and seated at separate tables, with the same server regardless of the number of checks, the automatic service charge shall apply.

5. If the party of eight (8) or more arrives and, for whatever reason, is split, seated at separate tables with different servers, receives separate checks, and these checks are paid for by separate individuals, the automatic service charge does not apply.

6. In situations where our guests refuse to comply with our policy, it will be the responsibility of the service person to locate a Manager prior to the guests leaving the restaurant so that Management can speak with the guests. If the service person fails to involve a Manager in the situation prior to the guests departing the restaurant, or receives discipline for poor service, the Company will not be responsible for the difference between what the guest left and eighteen percent (18%) of the guest's food and beverage total.

7. The eighteen percent (18%) service charge will be automatically added to the guest check and will be calculated on the food and beverage totals. The server will not be required to inform the guest that a service charge has been included, unless he/she is asked by the guest.

8. A twenty percent (20%) service charge will be automatically added to parties of eight (8) or more only at Victoria and Albert's. With exception to the amount of the gratuity, all of the above aforementioned is applicable to Victoria and Albert's.

9. It is the Company's understanding that when a business requires their guests to pay a predetermined charge, which is given to employees of the business, the charges are considered a service charge. Furthermore, service charges are not considered a tip, but rather, are wages paid by the employer. Consequently, the tax code requires the Company to withhold taxes on all service charges.

10. The Company's position with regard to tips has not changed. It is the responsibility of all service persons to report 100% of their tips and gratuities for income tax purposes. The Company will continue to report eight percent (8%) of the location's gross sales to the government and will withhold tax on the tips and gratuities declared by the employee to the Company. The Company reserves the right to amend and/or alter this position to conform with state and federal laws.

11. Under Wage and Hour laws, the Company is required to report tips and service charges in overtime situations.

12. An eighteen percent (18%) service charge will be added for all package plans, supplemental Food

and/or Beverage purchased and consumed by the guest covered by the package plan, and Company sponsored discounts. The service charge will be based on the total charges before any discounts have been applied. This provision does not apply to Disney Dining Experience and Disney Vacation Club. This change will phase into current packages through 2006.

CULINARY (HEART OF THE HOUSE)

1. It is understood that the primary responsibility for the placement and removal of grills, ovens and deep fryers for Resorts beach banquets will be by Housepersons. It is also understood that when business needs dictate, all employees including Culinary, will assist in the placement and removal of the grills, ovens and deep fryers.

2. The Company will pay for the initial Class A, B, C, or D driver's license for all Food and Beverage employees required to have one.

3. All available full-time Stewarding employees within the location, will be offered all hours of work prior to scheduling any non-Disney workers (temporary services), providing overtime will not be incurred.

4. Culinary stations will have a culinary employee to cook all items on stage. Banquet Service H/H will reheat items on stage when deemed necessary by location Management for show quality. Carving will be considered a "Culinary Only" function.

5. Banquet Culinary employees will be offered work in the respective Resort/Theme Park during slow periods prior to being cross-deployed to other locations.

Wage Penetration

The following wage penetration concept will be applied to the following Food and Beverage job classifications only:

Cook 2
Cook 1
Chef Assistant

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

Years of Applicable Food Prep Experience	Wage Penetration Credit Years
0-2 years	1
3-5 years	2
6-8 years	3
9-10 years	4
Management Approval	5

s penetrated Culinary employees will no longer be frozen in the wage rate structure.

appropriate notice to the Union, the Company may at any time hire individuals in the following job ications at the sixty (60) day rate:

(1) Food and Beverage H/H
2) Food and Beverage Steward

able full-time Culinary employees within the location, will be offered all hours of work prior to ng any non-Disney workers (temporary services).

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

All Chef Assistants interested in a transfer to a different location must go through an overview in the new location prior to the offer being made.

Food Handler Labor Grade increases shall be as follows:

From Labor Grade	To Labor Grade	Effective Date
3	6	October 3, 2004
8	9	October 2, 2005

Transfers for Culinary Employees

Culinary employees transferring to a different Culinary or like Culinary job classification shall be placed upon a twenty-one (21) day qualifying period. If the Company determines during the twenty-one (21) day qualifying period that the employee's performance is not satisfactory, or if the employee requests a return within the twenty-one (21) days, the Company will return the employee to his/her prior job classification and location. The position will not be back-filled during this time period. For new property openings, the twenty-one (21) day qualifying period will begin on the day the restaurant opens to Guests.

Transfers for Food and Beverage Tipped Employees

The Union recognizes that the Company has numerous restaurants which require different styles of service. In that regard, the parties agree that the Company will:

(a) Identify specific training requirements for each restaurant.

(b) Provide training classes and certification for those Food and Beverage employees who wish to transfer. Employees will attend training classes on non-work time.

A Food and Beverage tipped employee interested in transferring to a new location must:

(a) Have six (6) months of previous employment in a Food and Beverage tipped classification.

(b) Fill out a Food and Beverage tipped transfer form at ReCasting once a year. The employee may indicate on this form a maximum of five (5) restaurants where he/she may wish to transfer.

(c) Prior to a transfer request being accepted, the employee must have completed the training requirements for the particular restaurant style.

Food and Beverage Service H/H (T) who transfer to the same classification shall be placed on a twenty-one (21) day qualifying period. If the Company determines during the twenty-one (21) day qualifying period that the employee's performance is not satisfactory, or if the employee requests a return within twenty-one (21) days, the Company will return the employee to his/her prior location. For new propert openings the twenty-one (21)-day qualifying period will begin on the day the restaurant opens to Gue

TABLE SERVICE

Split shifts may be added to the location's schedule bid at Management's discretion after advance notification and discussion with the Union. Turnabout pay as outlined in Article 11, Section 6 (a) an will be waived.

Separate a.m./p.m. shift bids will be eliminated for all tipped employees within the Theme Parks.

The comment/gratuity card will be eliminated effective January 1, 2006.

ROOM SERVICE

A three dollar ($3.00) fee will be paid for delivery of amenities.

MISCELLANEOUS FOOD AND BEVERAGE

1. It is agreed that the provisions of Article 10, Section (2) [guaranteed hours] and Article 11, Section 4, (time and one-half) of the collective bargaining agreement with STCU may be individually waived by the following tipped job classifications:

   (a) Beverage H/H
   (b) Food & Beverage Assistant
   (c) Food & Beverage Service H/H
   (d) Special Service H/H

2. Any side duties performed by tipped employees beyond sixty (60) minutes per shift, will be paid at the appropriate Labor Grade 3 rate of pay.

3. Food and Beverage Host/Hostesses will be paid a twenty-five ($.25) cent per hour premium for all hours worked as a General Teller.

4. Food and Beverage Host/Hostesses will be paid a twenty-five ($.25) cent per hour premium for all hours worked as an Assignor.

5. A Table Service Server acting as a trainer will be paid a fifty ($.50) cent per hour trainer's premium pay, plus 1.5 times his/her hourly tipped rate of pay, plus tips, for all hours worked as a trainer.

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

7. For the life of this agreement, charge tips will be paid out at the end of the shift.

8. Walkouts shall not result in automatic discipline.

9. All Food and Beverage (T) employees will be eligible to purchase additional long-term disability benefits based on a premium calculated in excess of their statused rate.

FOOD AND BEVERAGE HOST/HOSTESS (QSR)

1. Food and Beverage H/H (QSR) will be paid a fifty-cents ($.50) per hour premium

2. Food and Beverage H/H (QSR) at the Magic Kingdom Park and Disney's All-Star Resort will be eligible to participate in a pilot $1,000 annual bonus program, paid in quarterly installments.

3. QSR locations will utilize Express banking, at Management's discretion.

4. Food and Beverage H/H (QSR) will receive a pay premium of twenty-five cents ($.25) for all hours worked as an O.D.F. Inventory Control H/H.

FOOD AND BEVERAGE CASH HANDLING DISCIPLINE MATRIX

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

- Upon receipt of the 2nd reprimand for a cash handling violation, *mandatory retraining in cash* handling is required.
- Upon receipt of the 3rd reprimand for a cash handling violation, discuss option to move/transfer to a non-cash handling position and the possibility of termination.
- A cash non-procedural variance of $75.00 or more will result in a two (2) point reprimand.

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

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

Procedural Errors are defined as a failure to follow established Cash Handling Standards. Discipline for Procedural Errors shall be issued in accordance to Article 18, Section 5.

LOCATIONS WITH ELECTRONIC SYSTEMS

Total Sales Over/Short Entry Allowance

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

LOCATIONS WITHOUT ELECTRONIC SYSTEMS AND PLEASURE ISLAND BARTENDERS

Total Sales Over/Short Entry Allowance

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

DINNER SHOWS

1. There will be a minimum of one (1) stocker scheduled per shift at the Luau.

2. The Company agrees to maintain the current station sizes at each venue during the life of this agreement.

3. The Company agrees not to increase the amount of time spent performing non-tipped duties during the life of this agreement.

4. All full-time 7(i) dinner show employees are allowed to be cross-utilized between dinner shows before CR and CT employees, provided they have been trained in the other location.

5. The Company agrees to pay all guaranteed gratuities for BEO's when collected, and with respect to all other guaranteed gratuities, they will not be paid unless services are rendered (i.e. entrée has been served).

HOUSEKEEPING

With appropriate notice to the Union, the Company may at any time hire Housekeeping Host/Hostess at the one (1) year rate.

1. The Company agrees to ensure that lunch/rest periods are granted and that Housekeepers are compensated appropriately. The Housekeeper should notify his/her leader a minimum of two (2) hours prior to the end of his/her shift if he/she will not be able to complete his/her assigned duties without working through the lunch or rest period. The leader will determine whether to supply assistance or to compensate for the time.

2. The Company agrees to reduce a Housekeeper's section size by one (1) room when his/her total number of check-outs are within three (3) rooms of his/her fixed section size at all non-DVC Resorts excluding the Grand Floridian. For the Grand Floridian, a Housekeeper's section size will be reduced by one (1) room when his/her total number of check-outs are within four (4) rooms of his/her fixed section size.

3. The Company may require the Housekeepers to set up "special touches" in Resort guest rooms within their daily sections. Special touches include, but are not limited to, the arranging of plush characters, small towel folds, toys, and toothbrush holders.

4. The Company and the Union agree to implement a New Hire Housekeeping Training Process.

5. Housekeeping Hosts/Hostesses shall receive a thirty-five ($.35) cent per hour premium for all hours worked as a Housekeeping Host/Hostess.

The Company may utilize Housekeepers to place and/or provide appropriate cleaning and general up-keep for all guest room amenities and collateral as well as guest requested items.

oint System

he Company agrees to dissolve the "Point System" at all WDW Resorts with exception to Disney acation Club Resorts and/or Disney Vacation Club Annexes.

he Company agrees to section assignments (except in cases of low occupancy/vacant rooms) and also grees to not increase the section for eliminating dress and travel time. The guaranteed section size for ach property is as follows:

Disney's All-Star Resorts	18
Disney's Animal Kingdom Lodge	16
Disney's Boardwalk Inn	16
Disney's Caribbean Beach Resort	17
Disney's Contemporary Resort	16
Disney's Coronado Springs	17
Disney's Fort Wilderness Resort	10
Disney's Grand Floridian Beach Resort	15
Disney's Polynasian Resort	16
Disney's Port Orleans Resort (Riverside & French Quarters)	17*
Disney's Wilderness Lodge	17
Disney's Yacht and Beach Club Resort	16
Disney's Pop Century Resort	18

*16 rooms when there are trundle beds

Housekeeping section cleaning responsibilities include:

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

The Company agrees that these responsibilities do NOT include:

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

Incentive Room Payment

1. The Company agrees to allow AM Housekeepers who clean rooms and successfully complete their daily section size, with forty-five (45) minutes or less remaining on their shifts, to leave and be compensated for the balance of their shift.

2. All Resorts will have the ability to offer Housekeepers the option to flex their room section assignments up by one (1) or two (2) rooms on a daily basis for a six (6) month period and be compensated for the additional rooms. The "flex up" rate for all Resorts, except Disney's Fort Wilderness Resort and Campground, will be:

   One (1) room = $.40 per hour Two (2) rooms = $.80 per hour

The flex rate for Disney's Fort Wilderness Resort and Campground will be:

One (1) room = $.60 per hour Two (2) rooms = $1.20 per hour

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

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

Transfers

Housekeepers transferring to a different resort in a Housekeeper role shall be placed upon a twenty-one (21) day qualifying period. If the Company determines during the twenty-one (21) day qualifying period that the employee's performance is not satisfactory, or if the employee requests a return to their previous Housekeeper position within the twenty-one (21) days, the Company will return the employee to his/her prior Housekeeper location. The position will not be backfilled during this time period. Employees returning to their previous location are not guaranteed their same section, section size or days off, and will only be able to exercise this option one (1) time per year.

ADDENDUM "D-2"
INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T.)

BUS OPERATIONS

Incident/Accident Standard Effective May 2, 2004

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

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

1. An incident is defined as contact made with an object which results in damage from $250 - $1,500. In no case does this apply if injuries are involved. Incidents are not cumulative after two (2) years.

2. Three (3) chargeable incidents equal an accident. An accident is defined as contact made with an object which results in damage from $1,501-$15,000.

3. Three (3) chargeable accidents within a three (3) year period will result in removal from a driving position.

4. An accident involving damage in excess of $15,001 may result in termination or a permanent transfer to a non-driving role.

Drivers License Violations

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that it is the responsibility of each individual driver to notify Management immediately, and prior to the start of his/her next shift, of being convicted of any traffic violations (other than a parking ticket.) It is also understood that it is the individual driver's responsibility to notify Management immediately and prior to the start of his/her next shift, or prior to the end of the business day following the day an employee receives notification of suspension, revocation, cancellation, lost privilege or disqualification of his/her license, whichever is sooner. Under no circumstances is an employee allowed to drive a Company vehicle under a suspended or revoked license.

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

Rest Periods

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

1. Six (6) hour shifts receive one (1) thirty (30)-minute rest period.

2. Any shift less than seven (7) hours will not be scheduled an involuntary lunch.

3. Seven (7) hour shifts receive one (1) forty-five (45)-minute rest period representing one (1) thirty minute lunch and one (1) fifteen (15)-minute rest period.

4. Eight (8) hour shifts receive one (1) sixty (60)-minute break representing one (1) thirty (30)-min lunch and two (2) fifteen (15)-minute breaks.

5. Nine (9) hour shifts receive two (2) thirty (30)-minute breaks evenly divided into equal portions representing one (1) thirty (30)-minute lunch and two (2) fifteen (15)-minute breaks.

6. Ten (10) hour shifts receive one (1) forty-five (45)-minute break and one (1) thirty (30)-minute break divided into equal portions representing one (1) thirty (30)-minute lunch with a fifteen (15)-minute break, and two (2) fifteen (15)-minute breaks.

7. Eleven (11) hour shifts receive one (1) forty-five (45)-minute break and one (1) thirty (30)-minute break divided into equal portions representing one (1) thirty (30)-minute lunch with one (1) fifteen (15)-minute break and two (2) fifteen (15)-minute breaks.

8. Twelve (12) hour shifts receive three (3) thirty (30)-minute breaks divided into equal portions representing one (1) thirty (30)-minute lunch, two (2) fifteen (15)-minute breaks, and another two (2) fifteen (15)-minute breaks.

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

Scheduling

1. Minimum of two (2) bids per year. Company has the option to have three (3) bids per year provided notification is given to the Union.

2. A Shop Steward will be present during bidding.

3. Bid shift trading will be permitted thirty (30) days after bids are in effect with appropriate notification to Management.

4. Full-time employees who transfer into Bus Operations must wait three (3) years prior to exercising their seniority for schedule bids or pool schedules.

5. Scheduling for Walt Disney World Co. Bus Drivers will be done in the following manner:

   (a) Seventy percent (70%) of Employees will receive Bid Lines (Percentage of Employees is based on actual headcount at time of schedule bid).

      1. Twenty-five percent (25%) will not vary more than one-half (1/2) hour between start time and one-half (1/2) hour between end times.
      2. Twenty-five percent (25%) will not vary more than two (2) hours between start times and two (2) hours between end times.
      3. Twenty percent (20%) will not vary more that three (3) hours between start times and six (6) hours between end times.

   (b) Thirty percent (30%) of Employees will be in the pool.

   (c) "Bid Lines" will be as follows:
      1. Days Off
         - Based on seniority and availability at time of bid, Employees will be locked into days off at time of schedule bid with the exception of mandatory overtime
      2. Workweek
         - Based on seniority and availability at time of bid, Employees will choose a four (4) or five (5) day workweek
      3. Start and End Time
         - Based on seniority and availability at time of bid, Employees will select start and end time for shift. As with current practice, shifts may have variable start and end times based on business drivers (Park hours, Entertainment Schedule, Resort

Population).

4. Minimum Hours – Maximum Hours
   - Employees will receive minimum hours and maximum hours for specific bid line for duration of bid. The only exception will be mandatory overtime as with current practice.
5. Coordinator Positions
   - Coordinators will bid a specific coordinator position

6. Overtime will be distributed as equitably as practical to ensure that everyone has the opportunity to receive overtime. Mandatory overtime will be distributed as follows:

   a) Determine the number of shifts needed
   b) Distributed by seniority to volunteers before assignment to non-volunteer senior drivers.
   c) Assign to junior drivers first.

7. The Company and the Union agree to establish a Scheduling Committee composed of two (2) Shop Stewards and one (1) or more members of Management. The purpose of the committee is to review new scheduling practices every two (2) weeks and to prevent the filing of potential grievances.

Staffing Openings

Vacancies created by transfer, termination, or retirement will be filled within sixty (60) days by pool drivers. The Company will notify the Union on a monthly basis of all vacancies and when those vacancies are filled and by whom.

Completion of Shift Travel Time

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

Vehicle Maintenance

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

TEXTILE SERVICES OPERATIONS

Scheduling

1. Bidding will occur once per year to determine schedules and vacations unless it is deemed operationally necessary to conduct an additional bid(s).

2. A Shop Steward will be present during schedule and vacation bidding.

3. Employees scheduled six (6) hours or less will not be required to take a lunch period.

4. Shift rotation between Flatwork, Towel Fold, and Catching will be available, as determined by Management, and assigned based on seniority to interested employees.

5. Textile Services employees will transfer internally to open positions before the position goes to Casting, i.e., post internally to qualified candidates first, then to Casting.

6. Vacated bid lines will be filled internally within Textile Services for two (2) bumps.

BUS OPERATIONS AND TEXTILE SERVICES OPERATIONS – MANAGEMENT/SHOP STEWARD MEETINGS

1. The parties agree to establish Management/Shop Steward meetings in the Bus Operations area and the Laundry area to maintain open lines of communication and to discuss and resolve issues.

2. The meetings will be scheduled on a monthly basis and will be attended by the Area Manager, or the Area Supervisor in his/her absence, and a maximum of ten (10) Shop Stewards.

3. The meeting will be scheduled by Management at a time that does not interfere with the daily operation. Shop Stewards attending the meeting during their scheduled shifts will be paid for the time. Shop Stewards who choose to attend the meeting prior to or after their scheduled shifts or on a scheduled day off will not be paid.

RANCH OPERATIONS

Full-time employees who transfer or are hired into Ranch Operations must wait three (3) years to exercise their seniority for schedule bids.

Employees may bid into a higher classification role if a position is available when it is their time to bid provided they have been trained and approved by Management to perform that role prior to the bid.

Employees performing a role in a higher classification will be statused to that classification after six (6) months of continuous work within the higher classification, providing they have been trained and approved in at least fifty percent (50%) of the roles that define the higher classification.

Employees not approved in fifty percent (50%) of the roles within a classification will be lowered to the appropriate classification for their skill level after six (6) months.

The Company will post open positions at the Ranch two (2) weeks prior to Casting making a hiring decision. The Employees at the Ranch must go through the Casting skill code process.

The Company agrees that a member of Management or his/her designee will accompany the Employee when transporting animals off property. When traveling within the State of Florida on Company business, but not hauling animals, Management may choose not to accompany the Employee. In such a circumstance the Company will provide appropriate communication (e.g. cell phone).

The Company will continue to utilize an Overtime sign up sheet and will offer the most senior qualified employee and move down the seniority list. Scheduling for unplanned events (i.e. pop-ups) will be based on staff availability at the time of receipt of the function.

PARKING

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

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

An accident is defined as contact made in a tram vehicle with anything that results in damage.

Two (2) accidents within a rolling twenty-four (24) month period will result in the removal from any Company driving role.

3. Accidents prior to the ratification of the agreement will not count toward the accident policy.

It is the responsibility of all Employees to report any accident immediately to a manager.

An I.B.T. Shop Steward will be present at all scheduling and/or vacation bids.

ADDENDUM "D-3"
UNITE HERE! LOCAL 362

CUSTODIAL

Utility Premium Pay - Custodial Host/Hostess will receive thirty ($.30) cents per hour premium pay for all hours worked when operating the following equipment or performing the following tasks:

1. Hotsy/Pressure Washer - Operators will receive the premium pay when utilizing a kerosene or gasoline fuel operated hotsy or pressure washer. The premium will not be paid when operating electrical hotsys/pressure washers.

2. (a) Sweeper Truck
   (b) Ride on Sweeper/Scrubber

3. Truck and/or Trailer Mounted Extractor

4. Forklift

5. Highreach

6. Confined space work which requires special training and equipment

7. Operates gas-powered soaper

8. Genie Lift

9. Scissor Lift

10. Small Carpet Extractor

11. Window Washer

12. Hosing

13. Litter Hawk

14. Floor Refurbishment [effective thirty (30) days after ratification] – For Wood, Terrazzo and Marble floor refurbishment only (restore to raw material and build back-up only). Not to include screening process, machine scrubbing or topping off.

15. Motorized Boats for Water Cleanup [effective thirty (30) days after ratification] – Utilization of motorized boat for water cleanup only.

16. Rappelling Crew [135 and 136-occ codes; effective thirty (30) days after ratification] -- For all locations requiring rappelling as defined as, certification through Reedy Creek, must descend or ascend on a rope with harness and figure eight harness and jumar. Also to include spotter (must have same training).

17. Custodial Water Tanker/Trash Truck Drivers [effective thirty (30) days after ratification] – Current thirty ($.30) cents premium increases by twenty-five ($.25) cents the first year and another twenty-five ($.25) cents the second year for a total of eighty ($.80) cents after the second year:

    (a) Pay to Custodial drivers who operate a Water Tanker or Fort Wilderness Trash Truck
    (b) Water Tanker to be identified as GVW (gross vehicle weight) of 31 K (plus) with a Class B license with Tanker endorsement

(c) Trash Truck to be identify as GVW (gross vehicle weight) of 54 K with Class B license

Whenever a Custodial Host/Hostess is operating a Genie Lift or Scissor Lift, the Company will make available a trained Custodial Host/Hostess in the immediate area. The additional Custodial Host/Hostess may perform other Custodial functions in the immediate area.

The premium pay will be paid in one (1)-hour increments.

If an employee has a (regularly) permanently assigned work schedule which requires using this equipment for fifty percent (50%) or more of his/her time on a quarterly basis, he/she will be statused at the premium rate.

Eligible Custodial Coordinators will receive the premium pay in the following situations:

1. The Custodial Coordinator operates the equipment or performs the tasks; or,

2. The Custodial Coordinator is coordinating the efforts of the Custodial Host/Hostess who operates the equipment or perform the tasks, provided that the Coordinator is trained and qualified to operate the equipment or perform the task.

Third (3rd) Shift Differential Pay for Custodial H/Hs

In addition to the Night Shift Differential of sixty ($.60) cents per hour reflected in Article 12, Section 3, 3rd Shift Custodial H/H will receive forty ($.40) cents per hour 3rd Shift Differential Increase.

Fort Wilderness Campground Custodial Department

Employees assigned to the Campground Custodial Department at Fort Wilderness (Personnel Area 138, Organizational Unit 10008435) will receive the Utility Premium rate of fifty-five ($.55) cents per hour effective thirty (30) days after contract ratification and be required to perform, in addition to what is currently reflected in the contract, all or the majority of the following tasks:

1. Operating/driving:
   (a) Front end loader
   (b) Chain saw
   (c) Log splitter
   (d) Backhoe
   (e) Mud hog

2. Assisting guests moving their vehicles

3. Pouring concrete at grill base

Employees will be statused to the Campground Custodial Department Utility Crew.

A hose person will not be required to pull a hose longer than 175 feet (including a 25-foot drop length) without assistance to move the hose.

When Custodial overtime is available in a department/location, it shall be offered in the following order: Custodial H/Hs within the department/location first; Custodial H/Hs outside the department/location, but i the same origin, second; employees from different job classifications third.

Custodial H/Hs working on the 3rd shift (formally known as graveyard) shall exercise their scheduling seniority through line schedule picks. These picks shall be held at least once per year and a Shop Steward will be present.

Custodial H/Hs who begin working night shift differential hours and are required thereafter to attend mandatory classes will be paid at the 3rd shift differential rate for all hours in attendance at the class.

The Company will pay for the initial cost of a Type A, B, C, or D driver's license and endorsements for Custodial H/Hs who are required to obtain one to perform their job functions. Custodial H/Hs will be responsible for any costs associated with the renewal of these types of licenses.

Internal Transfers

Transferring between 136 (utility premium position) and 135 (non-utility premium position) is clarified as follows:

> Position will be posted at local level for one (1) week, so as to enable Employees to post and be selected by seniority. If position is not filled at local level, position would go to Casting and follow current procedure.

Custodial Resort Guest Standards

1. Wish Guests a pleasant stay/invite to return/thank Guests
2. Use the Guests name in every available transaction
3. Give each child special attention
4. Assist Guest on first contact
5. Know Resort information and park hours

Implementation of Standards for Driver's License Violations

The parties recognize the Company's obligation to provide a safe means of transportation to its guests, and agree that it is the responsibility of each individual driver to notify Management immediately, and prior to the start of his/her next shift, of being convicted of any traffic violations (other than a parking ticket). It is also understood that it is the individual driver's responsibility to notify Management immediately and prior to the start of his/her next shift, or prior to the end of the business day following the day an employee receives notification of suspension, revocation, cancellation, lost privilege, or disqualification of his/her license, whichever is sooner. Under no circumstances is an employee allowed to drive a Company vehicle under a suspended or revoked license.

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

Custodial Incident/Accident Policy

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

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

1. An incident is defined as contact made while operating any Company vehicle, including pargos, resulting in total damages between $1 - $1,000. An incident will result in a one (1) point reprimand.

2. An accident is defined as contact made with an object that results in total damages in excess of $1,000. An accident will result in a two (2) point reprimand.

3. In no case do the above two (2) provisions apply if injuries are involved. These situations will be reviewed on a case-by-case basis and discipline may be elevated.

4. Four (4) points within a rolling twenty-four (24) month period will result in the employee's permanent removal from a driving position. The twenty-four (24) month period is defined as a continuous work period specifically excluding any leave of absence.

5. An accident involving damage in excess of $10,000 may result in termination or permanent involuntary transfer to a non-driving role.

6. All damage estimates will be assessed by WDW Engineering Services.

7. It is understood that upon ratification, the rolling twenty-four (24) month time period starts, and past accidents/incidents will not count towards this new standard.

Labor/Management Committee

The Company and the Union recognize the mutual benefit of joint meetings of representatives of both parties. Therefore, the Labor/Management Committee is established to discuss and make recommendations in areas of mutual concern that have been referred to the Committee. The Committee will be co-chaired by the President of UNITE HERE! 362 or his/her designee, the Director of Employee Relations or his/her designee, and a Disney line of business executive or his/her designee.

The first meeting of the Committee shall be held no later than ninety (90) days after ratification of the Service Trades Council Union Agreement, but thereafter the parties shall determine the need for subsequent meetings. The meeting will be scheduled at a time that does not interfere with the daily operation. Agenda items for the Committee meeting will be exchanged by the parties at least five (5) days prior to the meeting. However, it is understood and agreed that the Committee will not have the authority to receive or resolve grievances or engage in collective bargaining. A maximum of five (5) Union Shop Stewards designated by the Union will attend the meeting. A Shop Steward designated by the Union to attend the Committee meeting during his/her scheduled shift will be paid for the time attending the meeting.

ATTRACTIONS

Cross-training will occur upon the request of the employee at least once every six (6) months to other Attractions within his/her statused business unit. Management may reasonably delay requested training for up to sixty (60) days.

Any employee who is out of an Attraction for six (6) months or more shall go through the appropriate re-certification process upon his/her return. It will be at Management's discretion to determine if additional training is needed.

Riverboat employees working in the Steam position (boiler only) will receive a thirty ($.30) cents premium for actual hours worked specifically for working the Steam position.

Steam trains employees working in the Fireman and Engineer positions only will receive a thirty ($.30) cents premium for actual hours worked.

Innoventions Transfer Process

The following transfer process will be applicable for Presenter positions, as well as for WDW Host/Hostess positions statused to Innoventions:

1. Presenter (029) positions will be posted at the local level for one week.

2. The selection process within Innoventions will follow the existing process outlined in the STCU Bargaining Agreement.

3. Any positions not filled at the local level will then be filled through Casting using the current established process.

4. Employees transferring to a different job classification shall be placed on a forty-five (45) day qualifying period.

5. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory, or if the employee requests a return within the forty-five (45) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

Cirque du Soleil (Dark Days)

The following provisions are subject to Walt Disney World Co. business need, as well as Management's discretion:

1. WDW Hosts/Hostess, statused to Cirque du Soleil, shall be allowed to request vacation/EB hours for all weeks of the calendar year, with the exception of any time blocked out by Management per Article 21, Section 8 of the Service Trades Council Union Bargaining Agreement. During periods designated as "dark days," the employee may opt to request the use of appropriate leave (vacation, personal holidays, and personal sick days).

2. Authorized Days Off (ADOs) may be granted, at Management's discretion, based on business needs.

3. If there is work available within the Company during Cirque du Soleil "dark days," a WDW Host/Hostess statused to Cirque du Soleil may be deployed to work in another location during this time period, per Article 16 of the Service Trades Council Union Bargaining Agreement.

Attractions Incident/Accident Policy

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

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

- An incident is defined as contact made while operating any Company vehicle, including pargos, resulting in total damages between $1 - $1,000. An incident will result in a one (1) point reprimand.

- An accident is defined as contact made with an object that results in total damages in excess of $1,000. An accident will result in a two (2) point reprimand.

3. In no case do the above two (2) provisions apply if injuries are involved. These situations will be reviewed on a case-by-case basis and may be elevated.

4. Four (4) points within a rolling twenty-four (24) month period will result in the employee's permanent removal from a driving position. The twenty-four (24) month period is defined as a continuous work period specifically excluding any leave of absence.

5. An accident involving damage in excess of $10,000 may result in termination or permanent involuntary transfer to a non-driving role.

6. All damage estimates will be assessed by WDW Engineering Services.

7. It is understood that upon ratification the rolling twenty-four (24) month time period starts, and past accidents/incidents will not count towards this new standard.

Bidding Process

A Shop Steward will be present at UNITE HERE! Local 362 Attractions bids.
A weekly copy of the posted schedule will be made available to the designated Shop Steward.

Labor/Management Committee

The Company and the Union recognize the mutual benefit of joint meetings of representatives of both parties. Therefore, the Labor/Management Committee is established to discuss and make recommendations in areas of mutual concern that have been referred to the Committee. The Committee will be co-chaired by the President of UNITE HERE! 362 or his/her designee, the Director of Employee Relations or his/her designee, and a Disney line of business executive or his/her designee.

The first meeting of the Committee shall be held no later than ninety (90) days after ratification of the Service Trades Council Union Agreement, but thereafter the parties shall determine the need for subsequent meetings. The meeting will be scheduled at a time that does not interfere with the daily operation. Agenda items for the Committee meeting will be exchanged by the parties at least five (5) days prior to the meeting. However, it is understood and agreed that the Committee will not have the authority to receive or resolve grievances or engage in collective bargaining. A maximum of five (5) Union Shop Stewards designated by the Union will attend the meeting. A Shop Steward designated by the Union to attend the Committee meeting during his/her scheduled shift will be paid for the time attending the meeting.

ANIMAL CARE

In the event the Company resumes performance of the work formerly performed by Animal Care Specialists and/or Animal Care Specialists Seniors, the Company will notify UNITE HERE! Local 362.

The Service Trades Council and each of its affiliate Unions hereby disclaim any interest, now or in the future, petitioning for or representing the Animal Keeper classifications.

VACATION PLANNERS

A. Transfers and New Hire Training Period

No discipline for Cash Handling or Procedural Errors will be issued during a Vacation Planner's first thirty (30) workdays as a Vacation Planner.

B. Cash Handling and Procedural Error Discipline

1. General: Discipline issued for Cash Handling or Procedural Errors will be covered under the general five (5) point disciplinary system. In no event will Vacation Planners receive discipline for both Cash handling and Procedural Errors for the same mistake.

2. Cash Handling: An overage or shortage in cash and/or tickets that is the result of an errant transaction or a procedural error and that results in a financial loss to the Company shall be subject to the matrix below:

OVER AND SHORT CASH HANDLING MATRIX					
TOTAL SALES	1/2 MARK	1 MARK	1-1/2 MARKS	2 MARKS	3 MARKS
$0.00-$11,999	$10.00-$19.99	$20.00-$69.99	$70.00-$129.99	$130.00-$189.99	$190.00+
$12,000-$29,999	$20.00-$69.99	$70.00-$129.99	$130.00-$189.99	$190.00-$249.99	$250.00+
$30,000+	$30.00-$79.99	$80.00-$149.99	$150.00-$219.99	$220.00-$299.99	$300.00+

Over and Short variances that result in the accumulation of:

I. Three (3) marks in 30 days = one (1) point reprimand
II. Six (6) marks in 90 days = one (1) point reprimand
III. Nine (9) marks in 180 days = one (1) point reprimand
IV. Twelve (12) marks in 365 days = one (1) point reprimand

The Procedural Errors listed below that result in financial loss to the Company will be treated as Cash Handling errors and shall have marks assessed upon the Cash Handling matrix:

(a) Losing vouchers
(b) Losing an over-ring envelope
(c) Loss of credit card slips
(d) Sending hotel charges to Internal Controls inside the EDC envelope
(e) Failing to call a specific Resort front desk to post Resort room charge credits
(f) Authorizing a floor limit charge over $500.00 with an 8888 approval code
(g) Failure to follow check cashing guidelines

Procedural Errors:

Procedural Errors are defined as a failure to follow established standard operating procedures that do not result in a financial loss to the Company. Discipline for Procedural Errors shall be issued in accordance with sub-sections (a)-(c) below. The Company reserves the right to discipline outside this matrix when just cause exists. Cash Handling, Procedural Error, and Guest Reflection discipline shall each be handled separately under its individual discipline system as long as any procedural error that results in a monetary loss to the Guest or the Company is documented in the Cash Handling matrix.

(a) The following Procedural Errors shall result in one (1) mark for each occurrence:

1. Incomplete paperwork - no final close (i.e. used pick-up instead of final close, no bank-out at close).

2. No back-up vouchers/paper media/ATS media for voucher codes (example: 1000, 7011, etc.) if copier to make back-ups is available.

3. Not notifying supervision before leaving if more than $100.00 over/short. GSM must sign the over/short copy of the deposit slip. If GSM is not available to sign in-person, he/she must be notified and give approval for fellow employee to sign the over/short copy of the deposit slip. The deposit slip must contain the name of the authorizing GSM. This paragraph shall not apply when a Vacation Planner works out of a shared fund.

4. Forwarding ATS/paper admission media that is still active to over/shorts (exception being RO/OS/Convention ticket media which is not refundable or upgradeable, duplicate tickets, expired tickets, and dinner show tickets).

5. Not marking duplicate tickets "void" prior to sending them to Internal Controls in the over/short envelope.

6. Altering the final printed deposit slip, with the exception of the bag number (corrections may be submitted to Internal Controls on a separate sheet of paper).

7. Exchanging paper media/vouchers from the wrong level (example: using level 98 instead of 91-92 and 96).

8. Issuing replacement paid media and charging it to a voucher code when upgrading to the same ticket would have been the appropriate solution.

9. Applying incorrect usage on paper to ATS transactions.

10. Altering usage on a ticket. Altering usage is defined as changing the number of days or theme parks at which the ticket was used allowing the guests to have something different than what they started with. Altering usage is not defined as applying or transferring identical usage from one (1) damaged ticket to a valid ticket.

11. After receiving one (1) coaching for a specific procedural change as outlined in Section 3(c)(7), failure to implement procedural changes as listed on the ATS Bulletin Board or other approved forms of communication.

(b) The following Procedural Errors shall result in a one (1) point reprimand:

1. Leaving money unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).

2. Lost keys or failure to return keys to the Key Watcher System. For Magic Kingdom, lost keys and/or failure to return keys to the Main Entrance Base Operations.

3. Failure to log out of ATS system when not in use.

4. Working out of the incorrect fund.

5. Allowing other employees to access your sign-in code.

6. Carrying money unescorted.

7. Violating procedures listed in the Standard Operating Procedure (SOP) manual.

8. Issuing compensation, comp tickets, or performing any transaction other than a

straight sale for a family member, relative or friend. All transactions, other than straight ticket sales must be approved and performed by a GSM who is not a family member, relative, or friend of the guest.

(c) The following Procedural Errors shall result in coaching:

1. Using the incorrect voucher payment code on an endorsement form.

2. Failing to process the appropriate demographics with regard to specific ticket types.

3. Not listing forms of payment correctly on deposit slip.

4. Sending endorsement forms that cancel each other to Internal Controls.

5. Failing to submit the correct paperwork to the appropriate audit areas.

6. Failing to secure all forms of payment in appropriate envelopes and/or bags.

7. Failure to read and/or implement procedural changes as listed on the ATS Bulletin Board or other approved forms of communication within thirty (30) days of notice of the change.

C. Guest Reflection Reports

An unsatisfactory Guest Reflection Report shall be defined as a report in which the Vacation Planner is graded at less than eighty percent (80%). The discipline for unsatisfactory Guest Reflection Reports will be as follows:

1. First and second unsatisfactory report in a twelve (12) month period = coaching.

2. Three (3) unsatisfactory reports in a twelve (12) month period = coaching and training offered.

3. Four (4) unsatisfactory reports in a twelve (12) month period = discussion and training offered.

4. Five (5) unsatisfactory reports in a twelve (12) month period = one (1) point poor job performance reprimand.

5. Two (2) consecutive scores of sixty percent (60%) or lower = one (1) point poor job performance reprimand.

6. Any further consecutive score of sixty percent (60%) or lower, subsequent to a reprimand being issued = one (1) point poor job performance reprimand.

If an employee goes twelve (12) months without an unsatisfactory Guest Reflection Report or has five (5) consecutive Guest Reflection Reports at or above eighty percent (80%) then the employee will start at the beginning of this Guest Reflection Report matrix.

If a Vacation Planner is audited and receives multiple unsatisfactory Guest Reflection Reports and no coaching occurred at anytime for the unsatisfactory Guest Reflection Report then the second (or any subsequent) unsatisfactory Guest Reflection Report is not counted against the discipline matrix. If coaching has been administered prior to the date of the second (or subsequent) unsatisfactory Guest Reflection Report then each unsatisfactory Guest Reflection Report is counted against the discipline matrix.

Discipline as a result of an unsatisfactory Guest Reflection Report will be presented and discussed with the employee within fifteen (15) calendar days after the date of the Guest Reflection Report observation of

the employee, unless prevented by the absence of the employee or extenuating circumstances beyond the control of the Company.

At the employee's request, an employee shall be placed in a non-cash handling position after receiving a third reprimand for cash handling, provided non-cash handling positions are available and the individual meets all applicable transfer guidelines other than cash handling.

D. Opening and Closing

Vacation Planners will be given time to open and close their windows. This time shall be exclusive of an employee's walk-time, where applicable.

E. Training

No Vacation Planner will be required to perform transactions for which he/she has not been trained. When significant procedural changes are made, no Vacation Planner will be reprimanded for failing to perform these new procedures correctly until the procedure has been in place for thirty (30) days. Vacation Planners who have been out of Vacation Planning for more than thirty (30) days shall have the option of receiving eight (8) hours in-booth re-training before being returned to active Vacation Planning.

F. Vacation Planner Bonus Points

Bonus points shall be earned in the following manner:

(a) Guest Reflection Reports:

Score of 100 = 30 bonus points
Score of 80 = 25 bonus points

(b) Multi-Day Percent:

Tier One = 30 bonus points
Tier Two = 10 bonus points

(c) Balancing:

Fifteen (15) consecutive days of balancing = 15 bonus points

An employee will be considered to have "balanced" on any day with an over/short of no more than $1.00.

Bonus points carry over from month to month, but must be redeemed on an annual basis by September 30.

G. Group Sales

Group Sales positions shall be posted for bid at schedule selections.

Labor/Management Committee

The Company and the Union recognize the mutual benefit of joint meetings of representatives of both parties. Therefore, the Labor/Management Committee is established to discuss and make recommendations in areas of mutual concern that have been referred to the Committee. The Committee will be co-chaired by the President of UNITE HEREI 362 or his/her designee, the Director of Employee Relations or his/her designee, and a Disney line of business executive or his/her designee.

The first meeting of the Committee shall be held no later than ninety (90) days after ratification of the Service Trades Council Union Agreement, but thereafter the parties shall determine the need for subsequent meetings. The meeting will be scheduled at a time that does not interfere with the daily operation. Agenda items for the Committee meeting will be exchanged by the parties at least five (5) days prior to the meeting. However, it is understood and agreed that the Committee will not have the authority to receive or resolve grievances or engage in collective bargaining. A maximum of five (5) Union Shop Stewards designated by the Union will attend the meeting. A Shop Steward designated by the Union to attend the Committee meeting during his/her scheduled shift will be paid for the time attending the meeting.

Ticketing

Discipline as a result of overage/shortage will be presented and discussed with the employee within fifteen (15) calendar days after the date of the violation, unless prevented by the absence of the employee or extenuating circumstances beyond the control of the Company.

Cash Handling and Procedural Error discipline shall each be handled separately under its individual discipline system as long as any Procedural Error that results in a monetary loss to the Guests or the Company is documented in the Cash Handling matrix.

When assigned to a Guest Services location, WDW Host/Hostesses at Blizzard Beach and Typhoon Lagoon will receive premium pay of thirty ($.30) cents per hour for all hours worked performing Guest Services duties. WDW Host/Hostesses at Cirque du Soleil, Disney Quest and Disney's Wide World of Sports Box offices will receive premium pay of thirty ($.30) cents per hour for all hours worked performing Guest Services duties. Guest Services duties include, but are not limited to, ticket sales, ticket refunds, ticket upgrades, ATS transactions, vouchers, and dining reservations. The Guest Services premium will not apply to locations other than those stated above.

ADDENDUM "D-4"
TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION (T.C.U.)

WATERCRAFT

Time served at EPCOT Boats and Sassagoula Boats will count as time served in Transportation when calculating Labor Grades.

Scheduling

Scheduling for all full-time Seven Seas, and Bay Lake Watercraft Operations work groups, including but not limited to, Grand One and Magical Fireworks Voyages, will be done in the following manner:

1. The Company agrees to bid at least three (3) times per year and reserves the right to conduct additional bids as needed. The Company will provide advanced notice to the union of any additional bids.

2. A Shop Steward will be present during bidding.

3. A Shop Steward may request review of hours worked on a quarterly basis.

4. Coordinators, Wash Crews, Light Show and Grand One will bid once a year all at the same time. The Company reserves the right to conduct additional bids as needed.

5. If an employee elects to drop a bid line, they cannot bid on an open line for the duration of the bid.

6. Full-time employees who transfer (excluding those from EPCOT Friendship, Sassagoula/Rivercruise Boat Operations, Monorail Operations, and Seven Seas and Bay Lake Lake Patrol Operations) into Seven Seas and Bay Lake Watercraft Operations or Monorail Operations must wait two (2) years prior to exercising their seniority for schedule bid purposes or pool.

7. Watercraft employees can request at any time 5th, 6th,and 7th day overtime or double-time shifts, before others are involuntarily required to perform overtime.

8. Employees working a paid shift of seven (7) or less hours will not be required to take an involuntary lunch.

Watercraft - Miscellaneous

Re-Certification - Employees who transfer out of Watercraft and/or have not operated a Watercraft vessel for a period of six (6) months or more must be re-certified on the vessel(s) prior to operating the vessel(s). This applies to cross-utilization situations and employees returning to the area.

Full-time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake Lake Patrol will be given priority to transfer to openings within these five (5) operations.

Transportation Host/Hostess Premium

Employees statused to Monorails and Watercraft will receive thirty ($.30) cents per hour premium pay when using a gas powered pressure washer, or when operating Genie Lift or Scissor Lift in one (1)-hour increments.

Incident/Accident Standard

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

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

1. An incident is defined as contact made by a watercraft with any object which results in damage from $0 to $1000 to the craft and/or to the object.

2. An accident is defined as contact made by a watercraft with any object which results in damage greater than $1000 to the craft and/or to the object or damage to bowsprint requiring replacement.

3. Two (2) chargeable incidents within a three (3) year period equal one (1) chargeable accident.

4. Damage estimates provided by Walt Disney World Dry Dock Maintenance shall be used to determine the true dollar damage amount.

5. Three (3) chargeable accidents within a three (3) year period will result in permanent removal from all Watercraft operations.

6. All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.

7. Incidents and accidents shall not be assessed points within the five (5)-point discipline system. However, discipline issued in conjunction with an accident or incident will count within the five (5)-point discipline system.

8. Damage resulting from an incident or accident which occurs while operating a Company car, van or truck shall not be governed by this standard.

9. The cost associated with broken lines will not be included in estimating total damages within this agreement. Violations of Company guidelines resulting in line breakage will be evaluated within the five (5)-point discipline system. Any damage caused by a broken or untied line will be evaluated within this agreement.

10. Management will review all incidents/accidents independently of all others and may take into account considerations for weather conditions, pilot experiences, mechanical malfunctions, and structural defects.

11. All chargeable incidents and accidents will be documented in writing, recorded on the employee's record card, and remain active for cumulative purposes for three (3) years.

12. The above incident/accident policy applies to all Seven Seas and Bay Lake Watercraft, Sassagoula/Riverside Boat Operations, and EPCOT Friendship Boat Operations, and Resort Lake Patrol and Fishing Guides.

MONORAILS

Violation of Clearance Procedures (VOCP)

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

In those cases which do not require such action, the Company will utilize the following violation of clearance procedure policy:

1. All violations of clearance procedures will be documented in writing, recorded on the employee's record card, and remain active for cumulative purposes for three (3) years.

2. Three (3) violations of clearance procedure within a two (2) year period will result in permanent prohibition from operating a monorail and mandatory transfer from the Transportation area. The employee may choose to accept a position in another Transportation department, provided an opening exists. If the employee transfers to another Transportation department and commits any one (1) incident or accident within a twelve (12) month period of time, he/she will be permanently disqualified from any Transportation classification.

3. With exception to number 4 below, violations of clearance procedure shall not be assessed points in the discipline point system, Article 18, Section 5.

4. All overruns of the MAPO system will be reported. When an overrun of the MAPO system is not reported, the employee will receive a one (1) point reprimand which will be counted in the disciplinary point system (Article 18, Section 5). Additionally, the employee will receive one (1) point on the VOCP matrix.

All Monorail Operations department records will be adapted to the above policy prospectively.

Monorail - Miscellaneous

Re-certification – Employees who transfer out of Monorail and/or have not operated a train for a period of six (6) months or more must be re-certified on the train(s) prior to operating the train(s). This applies to cross-utilization situations and employees returning to the area. Management reserves the right to change the frequency of re-certification based on changing business conditions.

Full-time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Watercraft Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, or Seven Seas and Bay Lake Patrol will be given priority to transfer to openings within these five (5) operations.

Monorail - Scheduling

Scheduling for all full-time Monorail employees will be done in the following manner:

1. The Company agrees to bid at least three (3) times per year, and reserves the right to conduct additional bids as needed. The Company will provide advanced notice to the union of any additional bids.

2. A Shop Steward will be present during bidding.

3. A Shop Steward may request review of hours worked on a quarterly basis.

4. If an employee elects to drop a bid line, they cannot bid on an open line for the duration of the bid.

5. Full-time employees who transfer (excluding those from EPCOT Friendship, Sassagoula/Rivercruise Boat Operations, Watercraft Operations and Seven Seas and Bay Lake Lake Patrol Operations) into Seven Seas and Bay Lake Watercraft Operations or Monorail Operations must wait two (2) years prior to exercising their seniority for schedule bid purposes or pool.

6. Monorail employees can request at any time 5th, 6th, and 7th day overtime or double-time shifts, before others are involuntarily required to perform overtime.

7. Employees working a paid shift of seven (7) or less hours will not be required to take an involuntary lunch.

Houseperson Host/Hostess Premium

- Houseperson Host/Hostess will receive the thirty ($.30) cents per hour premium pay for all hours worked when operating the specified equipment or performing the specified tasks as outlined in "Custodial H/H Utility Premium Pay" in UNITE HERE! Local 362 section of Addendum "D-3."

- Interchangeability to include "junior qualified Houseperson" when utilizing a Houseperson as a Housekeeper.

- Housekeeping H/H (Houseperson) shall receive a thirty-five ($.35) cent per hour premium pay for all hours worked as a Houseperson.

- Job assignments in linen will be assigned on a separate schedule to those who currently do the role. Future openings and call-ins/sicks will be filled with the most junior qualified Houseperson.

- The Company will adjust the workload based on occupancy, and distribute the work equitably.

BELL SERVICES

Communication

1. Valet envelopes will have "Gratuity Not Included" printed no smaller than the words "GUEST NAME" on the item.

2. In the Resort Newsletter (or equivalent directory of service), under the "Valet" and "Luggage" headings, "Gratuity not included" will be added.

3. "Gratuity not included" will be increased to the same font size as "Valet Parking Receipt" on the BoardWalk Valet tag.

If a guest requests luggage assistance on departure and requests service knowing he/she will not be present when the bellman arrives, the Company agrees to have the employee obtaining the Guest's information, and who is the final contact state the following: "Please leave your bags just inside the door. If you would like to leave a gratuity, please place it underneath your luggage." This spiel will not be given in any other circumstances (e.g., room change, guest inconvenience, or other similar circumstances). This information will be included in the training manuals for Bell Services, Front Desk, and Concierge employees. Each property will individually determine if the Front Desk or Concierge employees should provide this information.

Disney Cruise Line Gratuities

1. *Disney Cruise Line departure card deliveries will be paid in the following manner:* Card delivery at, under or inside the room - $1.00 per room.

2. *Bellmen at moderate Resorts will be paid $5.00 when Management requests them to perform all* guaranteed gratuity functions of the Disney Cruise Line without assistance, e.g., loading/unloading, delivery and pick-up of guest bags.

Group and Convention Guaranteed Gratuities

1. A total (and maximum) of $6.00 will be paid for conventions and groups which guarantee the gratuities for arrivals and departures at the following Resort locations: Disney's Animal Kingdom Lodge, Disney's BoardWalk Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa; Disney's Polynesian Resort; Disney's Wilderness Lodge; and Disney's Yacht and Beach Club Resorts. Bellmen will receive $4.75, and Valets who assist with luggage tagging and off-loading of vehicles will receive $1.25. Valet services for car retrieval are not guaranteed.

2. A total (and maximum) of $4.75 will be paid for conventions and groups which guarantee the gratuities for arrivals and departures at all other Resorts. Bellmen will receive $4.75 per room for luggage assistance.

3. Banquet functions with a host-sponsored gratuity for Valet parking are to be paid at $2.00 per car.

4. Individual group or convention arrivals by car which are guaranteed at the above rates (in and out) will be handled in the following manner.

   (a) *All Bell Service and Valet employees will use luggage control cards.*

   (b) Bell Service staff is paid $4.75 per trip to a room (in and out).

5. The work and gratuity associated with group or convention arrivals by bus will be divided in the following manner:

   (a) As the first bus arrives, Valets are equitably pulled from rotation to tag and sort luggage. A roster of those working is maintained and $1.25 per room is paid and the total amount divided among those listed.

   (b) Bell Service employees are paid $4.75 upon delivery or pick-up of luggage (in and out). At Resorts other than those listed in (1) above, if available, Bell Services Dispatchers and/or Resort Luggage Greeters will assist in tagging and sorting luggage.

   (c) If only Bell Service staff is used for a bus arrival and departure, they will receive the entire amount

6. Only those monies which are attributable to rendered services will be distributed to employees.

7. The Company reserves the right to distribute cards stating that the gratuity for luggage handling has been prepaid by the Group and/or Convention. The Company will issue these cards in good faith and take appropriate measures to ensure they are not distributed in error.

8. The Company will establish a process to guarantee gratuities for guests escorted by Resort Special Activities if the Valet and/or Bellman are deprived of the ability to have contact with the guest. Gratuities will be paid at the agreed upon convention rates.

Group and Convention Assistant

Where a Group or Convention Assistant is used, the employee's role will be general coordination of dispatch functions specifically related to group or convention activity.

The Group or Convention Assistant's duties shall not include overseeing staffing, overseeing Bellmen or Valet activities, attending pre-convention meetings, nor obtaining lists for deliveries from the client.

Pre-Planned Guaranteed Room Deliveries

Bell Service employees will receive the following amounts per room/villa:

1. $1.00 for all deliveries at the door, under the door, or just inside the room.

2. $2.00 for items requiring set-up. Set-up will be defined as specific placement within the room (e.g., on the nightstand), or positioning certain items in relation to one another.

3. $1.00 per item for items moved from one location to another (i.e., boxes, crates, etc.).

4. Rates and guarantees cited will be considered minimums.

Training

T-2 employees, when training other T-2 employees, will be paid at the base Labor Grade 3 rate, plus training premium of fifty ($.50) cents per hour, plus tips.

Scheduling

The following will be considered agreed upon definitions related to schedules:

- Shift: The hours an employee is scheduled, from start time until end time, within one (1) day.

- Line: A combination of scheduled shifts and consecutive days off within the workweek.

- Bid Schedule: A combination of all lines within the bidding location.

- Posted Schedule: A combination of the schedule bid and any other shifts deemed necessary by business needs for the week scheduled.

The scheduling procedures listed below are exclusively for the Bell/Valet Service department and do not establish any precedent whatsoever for any other areas and/or departments. The scheduling procedures include all full-time and Casual T-2 personnel in the department, excluding statused third shift Bellmen. Daily staffing will continue to be accomplished utilizing a traditional master schedule in accordance with operational requirements.

1. Management will calculate the top twenty-five percent (25%) of eligible employees by seniority prior to the scheduling process. If an uneven number of people result, Management will round off to the next whole number, e.g., 6.2 = 7. Should an employee in the top twenty-five percent (25%) select a floater line, then the top senior employee not in the top twenty-five percent (25%) shall be included.

   When creating the pool of shifts for employees to select from, Management will include all shifts that are anticipated to be needed until the next schedule bid.

   In order of seniority, the top twenty-five percent (25%) of eligible employees in the department will participate in the selection of their individual schedule. Those individuals will select their shifts within the following parameters:

- Employees may select Valet and/or Bell Service shifts
- Employees must select two (2) consecutive days off
- Employees must select all a.m. shifts, by day (a.m. is a start time by noon), or all p.m. shifts, by day (p.m. is a start time after noon).

2. Management will combine the remaining shifts and days off to create line schedules. The employees will then make their selections in accordance with seniority.

3. A maximum of twenty-five percent (25%) of all lines may be floaters. Floater lines will be scheduled with consideration of seniority within the following parameters:

   - A.m. and p.m. shifts will not be designated
   - Twenty-five percent (25%) of the floater lines will have days off assigned
   - The floater schedule will cover vacation relief
   - If available, a Casual employee will be scheduled to cover the third shift in the event the employee who has bid that line is on vacation, a leave of absence, or in the event of any vacancy, for a period not to exceed sixty (60) days. If a Casual employee is not available, the least senior available full-time T-2 employee will be assigned this shift, for a period not to exceed sixty (60) days per calendar year. Once the least senior available employee has worked sixty (60) cumulative days in a calendar year, shifts will then be filled by the next least senior available employee.

4. When Management changes a selected bid schedule for an employee due to business necessity, all shifts that are available, including floater shifts, will be available for selection by the affected employee by seniority. If a more senior employee has selected a floater line, then that employee will select his/her shift first. The remaining shifts will be assigned to floaters by seniority. All shifts that cannot be scheduled will then be covered by Casuals. Casual employees will be scheduled last.

   (a) Management will make every reasonable attempt to contact affected employees for a schedule change within forty-eight (48) hours. This will allow affected employees to select a new shift from available shifts prior to the weekly schedule posting. If, for any reason, employees cannot be contacted within forty-eight (48) hours, Management will assign a schedule as close to the bid line as possible and continue the schedule posting.

   (b) If schedule changes are necessary after a posted schedule, then Management has the right to make schedule changes as required to manage the operation without reference to the pre-posting process.

   (c) Schedule bids will take place under the following circumstances:

      1. At least once a year or more often, if Management deems necessary.

      2. Forty-five (45) days after a new employee transfers into the department, with the bid being implemented thirty (30) days after that date.

5. If full-time lines are added to the schedule in-between bids, and have been available for forty-five (45) days or longer.

   When full-time lines are added to the schedule either by converting casual shifts or by business necessity, they will be filled through the transfer procedure and not by first converting affected Casual employees to full-time. If there are no full-time candidates from ReCasting (including T-2 third-shift

personnel), Management may then fill the position through casual conversion or the new hire process.

6. Converting Casual Shifts to Full-Time Lines

Any casual shifts that, when combined, equate to a full-time line, and have been available for longer than forty- five (45) calendar days, will be immediately converted to full-time line(s) and added to the current full-time schedule effective the following week. The penalty for the Company's failure to add a converted full-time line after forty-five (45) days will be as follows, in the order stated:

(a) First, to the adversely affected full-time Bell Service/Valet employee, by seniority, who was scheduled less than forty (40) hours per week during the time of the violation. Payment of the appropriate Labor Grade 3 rate for affected hours missed from the time the grievance is filed with Employee Relations until the transfer process has been initiated. If none.

(b) Then to the full-time Bell Service/Valet employee(s) who was adversely affected. Payment of twenty dollars ($20.00) per day for each day from the time the grievance is filed with Employee Relations until the transfer process has been initiated.

(c) On the interpretation of this section, a Review Board will be established, consisting of up to two (2) representatives designated by the Union, and up to two (2) representatives designated by the Company. Decisions and disagreements of the Review Board are subject to review and approval by the International Vice-President, Transportation Communications International Union, and the Vice President, Employee Relations and Casting.

7. Scheduled third-shift T-2 employees will be paid their appropriate Labor Grade 3 rate between the hours of 12 midnight and 6:00 a.m. In addition, any employee covering a third shift line due to call sick, etc., will be paid the appropriate Labor Grade 3 rate. This does not apply to employees whose shifts overlap into this time period for any reason.

8. Employees covered under the one (1) year rule (Article 13, Section 7) will be subject to bargaining unit seniority to bid shifts after employees with one (1) or more years in the Bell Service classification have made their selections. Seniority of those employees transferring from a non-tipped area who have transferred into a T-2 position will be by seniority date based on the date of transfer, until able to exercise Company seniority in the schedule bid process. The new hire seniority date will be honored after the transfer's seniority has been considered.

Shop Stewards

T-2 Shop Stewards will be paid at their appropriate Labor Grade 3 rate for the actual time (rounded to the nearest tenth) when they are taken out of rotation at Management's request. The Shop Steward's card will be kept in rotation, and, if front missed, Bellman becomes first person up.

Transfer Procedures

1. If a Bell Services/Valet position exists on any shift at a Resort location, Management will fill that position by first offering the shift to existing members of the T-2 Bell Services/Valet department of that Resort, excluding the third-shift position.

2. The third-shift Bellman will be statused as a T-2 Bellman and will establish T-2 seniority.

3. The remaining position will be filled by any T-2 Bellman/Valet employee who has expressed interest in the transfer by utilizing a bell services transfer roster maintained in the ReCasting office. The ReCasting office will pre-qualify suitable applicants based upon work record and attendance. Management will contact the ReCasting office and interview the candidates for selection based upon Article 14 of the Collective Bargaining Agreement concerning transfers.

4. The third-shift Bellman will be considered for transfer along with those Bellman/Valet utilizing the transfer procedures. The selection process will be based upon the criteria in paragraph 3.

5. If no Bell Services/Valet employees apply for the position, then the Resort may fill the position from any existing job classification or from outside the Company.

6. An employee, who accepts a transfer, must remain in that location and position for a minimum of six (6) months.

7. When new Resorts open, the new property transfer procedures (Article 14, Section 3) will supersede the regular transfer procedures.

8. Bellman and Valet will be combined under the same department and within the same occupational code.

9. The Bellman/Valet schedules will reflect the maximum possible number of straight Bellman lines and straight valet lines determined by each Resort and based upon business needs.

Bell Services - Miscellaneous

1. Effective no later than January 1, 2005, fifty ($.50) cents will be paid to the Valet who parks a vehicle that is charged for Valet Parking. This does not include vehicles that are validated or are parked without a charge. Also, this does not include vehicles that are pulled around for retrieval. It is the employee's responsibility to drop a card to receive payment. Any attempts to claim payment for vehicles fraudulently will be considered theft to the Company.

2. With prior approval from Management, Bellman will be paid the standard guaranteed gratuity rate for no guest contact room changes.

Parking Accident Policy

1. Upon first occurrence - two (2) point reprimand

2. Upon second occurrence - two (2) point reprimand

3. Two (2) accidents within a twenty-four (24) month period will result in the employee's mandatory transfer to a non-driving area. The employee will transfer with two (2) accidents on his/her record card, but only with the actual disciplinary points assessed within the preceding twelve (12) month period.

Upon being transferred, an employee will be eligible after an interim of twelve (12) months from the date of such transfer to move back into a guest vehicle or Company vehicle driving position based upon favorable performance record, availability of appropriate job opening, successful completion of an interview, and the completion of the basic proficiency requirements established by the department.

Subsequently, if an employee is involved in an accident, the employee will be permanently prohibited from driving any guest vehicle or Company vehicle.

Additionally, it is understood that all Bell Services employees may be required to have a valid driver's license.

CHILD CARE

Walt Disney World Resort Hosts/Hostesses (CE) will be retitled to Child Activities Host/Hostess, Labor Grade 6.

FRONT DESK/CONCIERGE

1. Transfers from a different job classification and new hires into the Resorts Guest Service Host/Hostess position must go through an interview process at ReCasting.

2. Employees who transfer into Resort Guest Services Host/Hostess and or Concierge Host/Hostess roles will be placed on a sixty (60) day qualifying period. If the Company determines during the sixty (60) days that the employee's performance is not satisfactory, or if the employee requests a return during the sixty (60) days, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

3. Employees will receive thirty (30) minutes to bank out if they have a physical bank. This time will include all banks. Bank drops will occur on Company time and are to be included in the thirty (30) minutes. In the event of a bank-out issue, it is the responsibility of the employee to notify Management in order for overtime to be authorized.

4. Upon the request of the employee, Front Desk Cashiers who walk through Guest areas to drop deposits will be escorted by another employee or Management.

5. Front Desk Advisors will be designated by the Company and will receive an additional seventy-five ($.75) cents per hour premium. Employees who fill in as a Front Desk Advisor will be paid an *additional seventy-five ($.75) cents per hour for all hours worked in this capacity.*

6. Employees will be paid an additional fifty ($.50) cent premium for all hours worked in the following roles: Operations Support (excluding Cashier Operations Support), Room Assignment, and Front Desk Group Assistant.

7. Employees who are trained for an advanced role (for example: Room Assignment etc.) will meet with their leader upon completion of that training *and will be asked to commit to being available* to perform that role for a duration of six (6) months. If the employee declines, they will be returned to their cashier role and will not be eligible for additional training in advanced roles for six (6) months.

Cash Handling Discipline

- All procedural problems will result in a one (1) point reprimand, except in cases involving a monetary loss to the Company over one hundred dollars ($100.00).

- If the employee is over or short from ten dollars ($10.00) to one hundred dollars ($100.00), or item(s) of equivalent value (i.e., tickets), it will result in a one (1) point reprimand.

- If the employee is over or short in excess of one hundred dollars ($100.00), or item(s) of equivalent value (i.e., tickets), it will result in a two (2) point reprimand.

Upon receiving three (3) cash handling disciplinary points, but less than five (5) disciplinary points, the employee will be offered a non-cash handling position. The Company is not required to offer any position higher than a Labor Grade 3. Additionally, if the employee declines the transfer in written form, the Company is under no obligation to make any further offers to the employee. On the date the employee accepts an offer of non-cash handling position, no further disciplinary points for cash handling will be used as an active component of his/her record card. This will be applied only to incidents occurring after the employee has accepted the offer to transfer and not the original date of

occurrence. The Company reserves the right to discipline outside this matrix for dishonesty.

5. *If, after receiving progressive discipline for cash handling, an employee requests assistance in* verifying his/her bank and/or receipts, the shift supervisor will be available to assist.

6. Disciplinary points will remain on the employee's record card for twelve (12) months from the date of occurrence.

7. Termination upon receiving five (5) points in accordance with Article 18, Section 5.

8. The Company will not issue both job performance discipline and cash handling reprimands for the same set of circumstances.

9. No discipline will be issued for Cash Handling errors during the first twenty-one (21) days (including training) as a Front Desk employee. The Company reserves the right to discipline when just cause exists.

LIFEGUARDS

1. The current Chemist classification will be eliminated. Incumbents will be grandfathered and used in roles corresponding to the Lifeguard positions.

2. Shallow Water Lifeguard positions will be eliminated in all Resorts, and incumbents may either be moved to a Park or other location where he/she can be utilized or remain in place until another position opens up for shallow water guards. Incumbents may also test for the deep-water Lifeguard positions and upon successful completion be assigned accordingly.

ADVANCED RESCUE PATROL

1. Employees interested in the openings will have a secondary interview and must meet the following minimum criteria:

   (a) Enjoys guest interaction.
   (b) Excellent communication skills.
   (c) No safety notations on their record card within the last twelve (12) months.
   (d) Must be certified as an Ellis & Associates Special Facilities Deep Water Lifeguard.
   (e) Must be able to perform a rescue of a submersible mannequin from the eight feet (8') deep section of the pool and travel twenty feet (20') to the shallow end, using a rescue tube.
   (f) Must be able to extricate a two-hundred pound (200 lb.) person from the water, using a backboard, onto a lake patrol boat.
   (g) Must be able to re-right an overturned Sea Raycer boat.

2. Skills and Abilities:

   (a) Demonstrated excellent boat handling skills.
   (b) Ability to successfully work in an outdoor, open water, lake environment.
   (c) Ability to work well under pressure.
   (d) Ability to work with little to no direct supervision.
   (e) Ability to multi-task.
   (f) Ability to take direction.

3. Dependability:

   a) Supervisor's record card may have no more than four (4) attendance entries within the last six (6)

months (not including early shift releases or authorized days off).

b) No more than one (1) reprimand within the last six (6) months.

Employees new to the Advanced Rescue Patrol will be placed on a one-hundred and twenty (120) day qualifying period. If the Company determines during the one-hundred and twenty (120) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one-hundred-twenty (120) days, the Company will return the employee to his/her prior job classification and location. The employee shall be immediately eligible to transfer again.

Employees in the Advanced Rescue Patrol role who receive two (2) reprimands for poor job performance directly related to their duties as an Advanced Rescue Patrol in a twelve (12) month period will be returned o his/her prior job classification.

The Watercraft Incident/Accident Standard as reflected in the TCU Side Letter will apply to the Advance Rescue Patrol.

Full-time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake-Lake Patrol will be given priority to transfer to openings within these five (5) operations.

ADDENDUM "D-5"
UNITED FOOD & COMMERCIAL WORKERS (U.F.C.W.)

SALES HOST/HOSTESS

Data Maintenance Pay Premium

It is our mutual agreement that a Sales Host/Hostess will receive premium pay of seventy five ($0.75) cents per hour for performing Data Maintenance work. In order to receive Data Maintenance premium pay, the Sales Host/Hostess must be performing one or a combination of the following functions for sixty (60) consecutive minutes or more:

1. Requisition merchandise (on an as needed basis only) through use of MERLIN, DBS, DCS, Siebel, R2, Floral Magic and/or the designated Regional Inventory System to ensure appropriate inventory levels.

2. Complete Daily/Weekly Data Maintenance Task List, which includes but is not limited to: generate and review designated daily reports, research and react to designated Exception Reporting, identify cycle *count needs, assist and ensure all cycle counts are accurately completed, assist and ensure* verification of completion of transfers, all calls, price changes, credits, discrepancies, damages, RTV's and RTW's, manage and correct keying of "catch all" category items, review and react to Order Strategies and/or Presentation Quantities, maintain Sales and Analysis Book and Logistics Book, and ensure product is available for new floor sets.

Data Maintenance Selection Criteria

Data Maintenance opportunities will be posted in the respective regions as defined by the Merchandise Operations organization/structure. Any Sales Host/Hostess who is interested in being considered for an opportunity should indicate his/her interest by signing the bi-yearly posting. The posting will be available for seven (7) days within the region. The following factors will be taken into consideration with respect to filling the position: seniority, dependability, skill and ability. Only the top senior Sales Hosts/Hostesses will be considered based on Sales Hosts/Hostesses interested in Data Maintenance who meet the following minimum qualifications:

1. *Length of service*

   a) Six (6) months seniority in the job classification of STCU Sales Host/Hostess

2. Dependability

   (a) Supervisor's Record Card may have no more than five (5) attendance entries within the last six (6) months (not including early shift releases or authorized days off)
   (b) No more than one (1) reprimend in the last six (6) months
   (c) Skill and ability

3. Demonstrated skill and ability to perform the job

   (a) Demonstrated proficiency in MERLIN, DBS, DCS and/or the designated Regional Inventory System (business acumen test score of ninety (90%) percent)
   (b) Demonstrated proficiency on the Point of Sale register system
   (c) Demonstrated team player

Sales Hosts/Hostesses not statused as Data Maintenance but who perform Data Maintenance work will b subject to the same Data Maintenance selection criteria listed above. The Company reserves the right to limit participation based on regional needs.

The Company will post opportunities globally in all Regions a minimum of two (2) times per year. The top senior Sales Hosts/Hostesses who meet the criteria will attend an Inventory system training class and be required to take the Business Acumen test with a passing score of ninety (90%) percent. This group of Sales Hosts/Hostesses will constitute a pool of qualified Sales Hosts/Hostesses to fill Data Maintenance openings as they arise. Sales Hosts/Hostesses will be offered openings by seniority. If a Sales Host/Hostess is offered a Data Maintenance position and chooses not to accept the position they will be removed from the pool until the next posting. The Sales Host/Hostess will be required to repost.

Sales Hosts/Hostesses new to the Data Maintenance role will be placed on a one-hundred and twenty (120) day qualifying period. If the Company determines during the one-hundred and twenty (120) day qualifying period that the Sales Host/Hostess performance is not satisfactory or if the Sales Host/Hostess requests a return within the one-hundred and twenty (120) days, the Company will return the Sales Host/Hostess to his/her prior job classification and location.

Non-Automated Hat Stitching/Sewing Premium

Opportunities for non-automated hat stitching will be posted in the respective location. Sales Host/Hostesses performing non-automated hat stitching and/or sewing will receive fifty ($0.50) cents per hour premium pay provided they meet the following criteria:

1. The Sales Host/Hostess must be certified by the Company to perform the hat stitching/sewing;

2. Principles of seniority will be recognized if above is met; and,

3. The Sales Host/Hostess must be in the hat stitching/sewing location for a minimum of sixty (60) consecutive minutes.

If a Sales Host/Hostess is certified to perform the hat stitching/sewing function and has a regularly assigned work schedule in a hat stitching/sewing location for fifty percent (50%) or more of his/her time, he/she will be statused at the premium rate for Hat Stitching.

Special Work Service Repair Premium

Sales Hosts/Hostesses performing Stroller, Wheelchair, Engraving machine, or Embroidery machine repairs for sixty (60) consecutive minutes or more will be paid a premium of twenty-five ($.25) cents per hour payable in one-hour increments. Repairs include, but are not limited to, replacement of seats, wheels, rubber strips and canopies, replacement of lost/broken bolts, nuts and spacers, replacement grips, foot rests and arm rests, tightening any loose nuts, screws and bolts, oiling of machines, changing broken needles (embroidery machine), and adjusting tension, centering and timing (embroidery or engraving machine).

Money Room Premium

Sales Hosts/Hostesses performing work in Emporium, Mouse Gear Money Room and World of Disney Money Room will be paid a premium of fifty ($.50) cents per hour payable in one-(1) hour increments for all hours worked while performing these functions. Sales Hosts/Hostesses performing these roles will coordinate all matters pertaining to the cash handling for the respective areas. Primary function will be the counting (through use of equipment) of all funds located within these locations. Other functions will include both safeguarding and disseminating company assets, such as: keys, radios, lanyards, etc. The implementation of this Money Room Premium beyond the locations listed above will be done only by mutual agreement of the Company and United Food & Commercial Workers Union, Local No. 1625.

Confectionery Premium

Sales Hosts/Hostesses will receive premium pay of twenty-five ($.25) cents per hour payable in thirty (30) minute increments when performing confection production duties for thirty (30) consecutive minutes in the

following locations: Main Street Confectionery, Beverly Sunset Sweet Spells, and Disney's Candy Cauldron. Confection production duties are defined as: preparing fudge, rice krispie treats, peanut brittle and candied apples. The implementation of Confection Production Premium beyond the locations listed above will be done only by mutual agreement of the Company and United Food & Commercial Workers Union, Local No. 1625.

Non-Automated Personalization Premium

Sales Hosts/Hostesses performing non-automated personalization tasks will receive a pay premium of fifty ($.50) cents per hour payable in one (1)-hour increments provided that they meet the following criteria:

1. Must have passed a standardized (Calligraphy Alphabet) and ornament hand writing test, per side letter agreement dated October 31, 2001.

2. Sales Host/Hostess must perform the task for sixty (60) consecutive minutes.

Sales Hosts/Hostesses currently performing non-automated personalization tasks at Disney's Days of Christmas will receive the premium for all hours worked in one (1)-hour increments while performing these duties. All positions for non-automated personalization roles will be posted in the location and/or region. Anyone selected in the future to perform non-automated personalization work shall be selected in accordance with the criteria outlined above.

If a Sales Host/Hostess has a regularly assigned work schedule performing non-automated personalization for fifty percent (50%) or more of his/her time in a six (6) month period, he/she will be statused at the premium rate.

Fork Lift Operator Premium

Sales Hosts/Hostesses will receive thirty ($.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.

Hotel Plaza Boulevard/Gaylord Palms Premium

Sales Hosts/Hostesses working at Hotel Plaza Boulevard and Gaylord Palms Merchandise locations will receive premium pay of twenty-five ($0.25) cents per hour for all hours worked performing Guest Service duties. Guest Service duties include, but are not limited to, ticket sales, ticket refunds, ticket upgrades, ATS transactions, vouchers, dining reservations, and providing WDW Resort information.

Labor/Management Committee Meetings

The parties agree to establish Management/Shop Steward meetings to maintain open lines of communication. The meetings will be scheduled on an as needed basis, as mutually agreed upon, and will be attended by the Area Manager, the area Union Shop Stewards and open to Union Representatives of UFCW Local No. 1625 and Employee Relations. The Committee will be co-chaired by the President of U.F.C.W. Local 1625 or his/her designee and the Director of Employee Relations or his/her designee. Agenda items for the Committee meeting will be exchanged by the parties at least five (5) days prior to the meeting. These meetings are not intended to resolve any issues subject to collective bargaining or the grievance process. The meetings will be scheduled by Management at a time that does not interfere with the daily operation. Shop stewards attending the meeting during their scheduled shifts will be paid for the time attending the meeting.

Scheduling

Bidding will occur at least twice per year, schedules will be posted seven (7) days in advance, and a UFCW Local No. 1625 Shop Steward and/or Business agent will be present for the bid.

Guest Service Evaluation

The purpose of the Guest Service Evaluation (GSE) is to provide continuous and consistent coaching and feedback to Sales Hosts/Hostesses regarding basic guest service standards. It is not the intent of the Company to discipline employees, however, it is understood that continuous failure on the employee's part to meet basic guest service standards may result in discipline.

1. Number of times Sales Hosts/Hostess can be evaluated:

   (a) Each Sales Hosts/Hostess will receive a total of six (6) evaluations per calendar year.
   (b) Evaluations will be conducted in such a way as not to single out individual Sales Hosts/Hostesses.

2. Guest Service Evaluation Discipline

   Discipline as a result of the GSE process will be accumulated as follows:

   (a) One (1) standard missed on a single evaluation will result in one (1) GSE point notated on the record card.
   (b) Two (2) or more standards missed on single evaluation will result in a GSE reprimand.
   (c) An accumulation of two (2) GSE points within any twelve (12) month period will result in a GSE reprimand.
   (d) An accumulation of four (4) GSE reprimands within any twelve (12) month period will result in the employee's termination.
   (e) The above referenced twelve (12) month periods are defined as continuous work periods specifically excluding any leaves of absence.
   (f) The first two (2) GSE's conducted for a new employee or non Sales Host/Hostess transfer will be considered training opportunities with no GSE points assessed. The above referenced GSE discipline process will commence with the 3rd GSE.
   (g) If a Sales Host/Hostess receives a reprimand as a result of the GSE process, a different Manager will conduct the next GSE.

3. Time Frame for Feedback

   Evaluations will be reviewed with the employee within forty-eight (48) hours of the Evaluation being conducted.

4. Recognition

   If a Sales Host/Hostess has three (3) consecutive one hundred (100%) percent Guest Service Evaluations, the Sales Host/Hostess shall receive recognition, a positive record card notation, and removal of the oldest active Guest Service Evaluation reprimand from the Record Card.

   Six (6) consecutive one hundred (100%) percent GSE's shall clear any GSE reprimands on the record card to that point and shall result in recognition and a positive notation on the record card.

5. Reassignment

   Upon receiving three (3) GSE reprimands, providing the Sales Host/Hostess is transfer eligible according to Article 14, Sections 1 and 2 of the STCU Agreement, the Sales Host/Hostess will be

offered a non-sales position. If the Sales Host/Hostess does not accept the non-sales position he/she will be retrained. It is understood that the Company is only obliged to make one (1) offer to the Sales Host/Hostess to a non-Sales Host/Hostess position. With respect to Article 14, Section 2 (2b), GSE reprimands will be waived for transfer purposes.

CATERING

Catering Payment Policy

The established gratuity pay practice throughout all Catering locations across property for all tipped Catering employees shall be as follows: gratuities will be paid based on an established hourly rate (lump sum gratuities for all banquet events during the workweek divided by hours worked for the workweek). All Resort banquet operations will maintain separate Bartender/Server gratuity pools.

A fifteen percent (15%) gratuity will be calculated on actual food and beverage price to the client. Gratuity will be added to the employee's base rate of pay for the classification being performed. "At Cost" events will be paid at the established "at cost" rates.

1. Gratuity Distribution – A fifteen percent (15%) gratuity shall be paid regardless of the classification of employees servicing the function.

   (a) Food Service (Gratuity is in addition to rate of pay for classification being performed.)
      1. Banquet Service H/H (T) (Servers) and Captains equally share thirteen and one-half percent (13½%).
      2. Food and Beverage Captain (T) (Captains) share an additional one-half percent (½%).
      3. Banquet Facilities H/H (Housepersons) share one percent (1%).
      4. Ft. Wilderness, Pleasure Island, Water Parks, and Parks will be paid 50/50 high/low split.

   (b) Beverage Service (Gratuity is in addition to rate of pay for classification being performed.)

   Beverage Captain H/H (Company reserves the right to determine the need for this position at each individual banquet location.)
      1. Beverage Captains will receive an additional one-half percent (½%) and share in the thirteen and one-half percent (13½%) from the bar pool.
      2. Beverage Captain(s) will remain in the regular rotation when Banquet Captain(s) are not needed.
      3. Beverage Captain(s) will assign duties and monitor function(s).
      4. Any full-time Beverage Relief Captain will share in the one-half percent (½%) as well as the thirteen and one-half percent (13½%) pool.
      5. Beverage Relief Captain(s) will be scheduled as needed on a rotation.
      6. Beverage Captain(s) and Relief Captains will perform all Captain duties and, when necessary, will function as working Bartenders.
      7. When the Company charges and collects an extension fee for the Bartender, it will be split with the Bartender 50/50.
      8. A Bartender who picks up a server shift in a Park will be bumped to an available bar (that which is being worked by other than a statused Bartender) upon request.
      9. Beverage H/H (T) in Resorts share fourteen percent (14%) of beverage sales when Beverage Captain(s) are not scheduled.
      10. Banquet Facilities H/H share one percent (1%).
      11. If bar sales do not meet a minimum of $500.00, a $100.00 service charge will be split 50/50.

   (c) Coffee Break Service
      1. Banquet Service H/H (T) (Servers) and Captains – twelve and one-half (12½%).
      2. Food & Beverage Captain (T)/Beverage Captains (T) - additional one-half percent (½%).
      3. Banquet Facilities H/H (Housepersons) share two percent (2.0%)

Banquet Service H/H set tables, serve function, and bus after events.

On packages where food and alcohol are included in the price, thirty-five percent (35%) of the gratuities pool will go into the Bartender pool and sixty-five percent (65%) of the gratuity will go into the Server pool.

. All Resort catering operations will maintain separate Bartender and Server pools. All Park catering operations will operate with one (1) gratuity pool.

5. Gratuities will be distributed based on current agreed upon procedures at each catering location.

6. All employees may volunteer to work in the catering area in gratuity receiving classifications at a straight-time rate of pay plus their share of the applicable service charge.

7. Full-time Banquet employees will receive only straight-time hourly rate commensurate with their classification longevity plus their share of the applicable service charge for all hours worked in the banquet function.

Gratuity Calculation for In-House Events

1. A fifteen percent (15%) gratuity will be calculated on actual food and beverage price to the client. Gratuity will be added to the employee's base rate of pay for the classification being performed. "At Cost" events will be paid at the established "at cost" rates.

2. "At Cost" functions (e.g. Partners in Excellence Awards, Five Year Breakfasts, Ten and Fifteen Year Service Awards, Twenty Year and above Service Awards, Dreamers and Doers, Teacherific, United Way, All Press Events, and Rave) will be paid as follows:

   (a) Resorts - Thirty-five dollars ($35) per hour for Servers and Bartenders, forty dollars ($40) per hour for Captains on day of event for all hours worked.
   (b) Parks – Thirty-five dollars ($35) per hour for Servers and Bartenders, forty dollars ($40) per hour for Captains for all set-up hours and all hours worked on actual day of event.
   (c) Houseperson – Seven dollars ($7) per hour over his/her high rate for all hours associated with the event.

   All other events that are similar and/or equivalent in nature will be discussed and mutually agreed upon with the Union prior to being designated and paid as an "At Cost" function.

fees

There will be no off-property fee for functions at Celebration office buildings.

When additional service fees charged to the clients are collected, they will be split fifty (50%) percent to the appropriate gratuity pool and fifty (50%) percent to the Company.

It is expressly understood that set-up fees for Intimate Weddings may be combined in the total package price charged to a client, however, when collected, will be split fifty (50%) percent to the appropriate gratuity pool and fifty (50%) percent to the Company..

All set-up fees, when charged and collected from the client, will be split 50/50 between the Company and the appropriate gratuity pool.

In the event a Beverage or Coffee Break function cancels, and the Company charges and collects a fee, the fee will be split with the Bartenders or Coffee Break Servers 50/50.

Staffing Guidelines

1. The current staffing ratios of Captains to covers in Resorts will be applied property-wide.

Resorts/Parks	
**Standard number of Covers per Server	Plated or Buffet* Breakfast – 25 Lunch – 25 Dinner – 20 Reception <500 = 50 <500 = 70 Boxed Lunch - 75 Dessert – 50 *Buffets>500 - 35
**Standard number of Captains	1 per 100 - 250 2 per 250 - 500 3 per 500 - 1000
Standard number of Bartenders	1 per 100 open bar 1 per 100 Beer and Wine 1 per 200 cash bar with Cashier (without Cashier 1 per 100 applies)
Scheduling a back aisle position will be on a 1/500 guideline	

Coffee Break Captains will not be scheduled for single functions less than one-hundred (100) guests. (This does not apply to multiple functions that are less than one-hundred (100) guests.)

**The parties recognize that the numbers represent a guideline and may fluctuate from event to event

Miscellaneous Catering Agreements

1. All full-time tipped Catering employees, excluding currently grandfathered employees and Banquet Facilities H/H will be statused 7(i). A non 7(i) Catering employee may opt to turn 7(i), but will have no option to return to a non 7(i) status.

2. Coffee Breaks – There will no longer be a distinction between Coffee Break Servers and Banquet Servers. There will be one job classification known as Banquet Server. As of the date of ratification of this agreement, Servers and Captains, previously known as "Coffee Breaks," will have first priority at being scheduled for Coffee Break functions within their home location; however, they will also be scheduled non-Coffee Break functions in order to maximize their hours. Coffee Break functions are defined as continental breakfasts, boxed breakfasts, Intimate Weddings, Brides' dressing room functions, all day beverage service functions, and refreshment breaks. In the event that alcoholic beverages are requested (bottled beer, etc), the Company acknowledges the need for the function to be staffed by a Responsible Vendor, with first priority given to statused Bartenders. The gratuity for Coffee Break functions will continue to be calculated separately, thus allowing Facilities H/H (Housemen) to receive two percent (2.0%) gratuity for all Coffee Break functions. The remaining gratuity from Coffee Break functions will be added to the overall weekly Server gratuity pool.

3. Culinary stations will have a culinary employee to cook all items on stage. Banquet Service H/H will reheat items on stage when deemed necessary by location Management for show quality. Carving will be considered a "Culinary Only" function.

4. Servers will not be required to move hot boxes or Queen Marys or tray up pre-plated food plates. However, as needed, assist other team members in these duties to ensure appropriate guest service

5. Catering functions held outside the operating areas of the catering location will be handled by the staff in the specific location where the revenue is credited. Any deviation will be discussed in advance with the appropriate Affiliate Union(s).

6. Room Service, where available, shall staff all functions held in Resort guest room suites.

7. Silverware, dishes, glassware, tablecloths, utensils, etc. will be available and readily accessible in a consistent area by location, where practicable for set-up by the Banquet Service H/H, and Beverage H/H, for all functions including outdoor events.

8. All full-time Captain positions will be filled in accordance with Article 14, Section 1. The following factors will be taken into consideration with respect to filling positions: seniority, skills, ability, and dependability. Employees interested in the openings must meet the following minimum qualifications:

   1) Statused full-time in the Job Classification (i.e., for Food & Beverage Captain position: statused as a Food & Beverage Captain or Server; for Beverage Captain position: statused as a Beverage Captain or Bartender)

   2) Length of Service:
      a) Six (6) months full-time STCU seniority

   3) Dependability:
      a) Supervisor's record card may have no more than four (4) attendance entries within the last six (6) months (not including early shift releases or authorized days off)
      b) No more than one (1) reprimand within the last six (6) months

   4) Skill and Ability:
      a) Demonstrated skill and ability necessary to perform the specific job, including teamwork and communication skills

9. In the event that a catering function is canceled within twenty-four (24) hours of the scheduled function time, the Company will compensate any catering employee who is displaced by the cancellation and who is unable to be rescheduled for another function. The employee will be compensated the amount equal to the gratuity that would have been realized if the function had occurred. (This does not include canceled functions that are due to fire, flood, hurricane, act of God, civil disturbances, picketing, or threat of harm.) Full-time Servers will replace CT Servers working a location function.

10. In the event a Beverage or Coffee Break function cancels, and the Company charges and collects a fee, the fee will be split with the Bartenders or Coffee Break Servers 50/50.

11. All orientation shifts for catering employees, by location, will not last more than four (4) hours (not to include Parks orientation day(s)).

12. Hourly rates for each location will be posted weekly and/or made available to employees, including Facilities H/H.

13. When it is determined that employees are required to extend beyond the end time of a function, it shall be done in the following manner: on a voluntary basis first; CT employees second; junior, full-time employees last.

14. Catering Employees who No-Call/No-Show for scheduled shift, or call in for any reason except FMLA, are prohibited from working any subsequent shift(s) during the same workday.

15. Late/Call-In House Rules: Disciplined according to attendance matrix. (NOTE: If event has started, he/she is released from shift. The Manager will start to call replacements after thirty (30) minutes after call time.)

16. *Catering vacation bidding will be done globally in accordance* with STCU Article 21, *Sections* 8 (a), (b), and (c).

17. The Company and Union agree to the establishment of a Labor Management Committee

Scheduling

1. All full-time Banquet Captains', Servers' and Bartenders' schedules will be posted by 8:00 a.m. on Wednesday, in their statused location and/or on the Cast Portal.

2. Full-time Banquet Servers, Bartenders and Captains, to include Shop Stewards, will be scheduled in their home or statused location first, using a consistent rotation process among all locations, until they reach a maximum forty-five (45) hours per workweek, by job classification. This in no way guarantees a forty-five (45) hour workweek. Non 7(i) employees will be scheduled first in their home location, up to forty (40) hours and then globally if they have not reached forty (40) hours. This in no way guarantees a forty (40) hour workweek.

3. Any remaining shifts will be placed in a global scheduling pool. The rotation methodology for both loca and global scheduling starts with the most senior Server, Bartender, or Captain respectively. The local and global rotation will continue as follows: the senior employee will go to the bottom of the rotation list and the next most senior employee will move up the rotation list. After the individual location schedules are complete, employees will be scheduled shifts from the global pool in descending order by hours. If there is two (2) or more identical length shifts when scheduling from the global pool, the shifts will first be assigned to employees if it is their home location. If there are no shifts from the employee's home location, then the shift will be assigned to employees in alphabetical order by name of the location.

4. Once an employee is scheduled to a maximum threshold of forty-five (45) hours in the workweek, they will be skipped in the rotation process until all employees are at forty-five (45) hours in the workweek by job classification. In the scenario where the least amount of available local hours based on business volume throughout all locations is greater than forty-five (45), that number will be used as th minimum threshold of the week. In addition, Banquet Servers and Bartenders will not be scheduled more that a maximum threshold of fifty-five (55) hours per week. Captains will not be scheduled for Captain's shifts more than a maximum threshold of sixty-five (65) hours per week. Paid benefit days, i.e., vacation, sick days, etc. shall count toward the maximum threshold of hours.

5. Beverage Captains will be scheduled as Beverage Captains first and then included in the normal Bartender rotation. Banquet Captains will be scheduled locally as Captains first and will be eligible tc be scheduled for remaining Servers shifts locally, prior to being scheduled globally, to a maximum threshold of forty-five (45) hours, once the local rotation scheduling process has been completed.

6. Banquet Servers, Bartenders, and Captains shall not be scheduled less than five (5) hours time off between their last shift, and the first shift of the following day.

7. Banquet Servers, Bartenders, and Captains shall be scheduled a minimum of two (2) hours "buffer time" between shifts when travel is required between regions. There will be a minimum one (1) hour buffer time required between shifts scheduled within the same region (i.e. Blizzard Beach to P.I.). When scheduled within the same location (i.e. B.E.T. to 8 Trax) there will be no minimum buffer time required between shifts.

8. EXTRA HOURS HOTLINE (EHH): After global scheduling is complete, all available shifts with the exception of Captain shifts, will be released to the Extra Hours Hotline (EHH) for full-time Bartenders, Servers, and Beverage Captains to fill on an optional basis provided they are trained as defined below:

EHH Unfilled global shifts – Wednesday timeline	
9:00 a.m.	FT Server to Server
	FT Bartender to Bartender
	FT Beverage Captains to Bartender
	FT Banquet Captain to Server
10:00 a.m.	FT Server to Bartender
	FT Bartender to Server
	FT Captain to Server or Bartender
Noon	CTs (Wednesday only)
4:00 p.m.	CTs (all other days)

9. POP-UPS: All pop-ups that occur will be filled as follows:

(a) Pop-ups that do not occur on the next day:

1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for full-time employees. Beverage Captains and Banquet Captains shall also be eligible for pop-ups within their location, but will fall to the bottom of the local pop-up rotation.

2. If shifts remain unfilled, they will be held and will be posted to the Extra Hours Hotline (EHH) by the Catering Labor Office at 9:00 a.m. the following morning. The regular time limits shall apply for all full-time Catering employees. Catering CTs will not be able to pick up shifts until after four (4) p.m., except on Wednesdays.

(b) Pop-ups that do occur on the next day:

1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for full-time employees. Beverage Captains and Banquet Captains shall also be eligible for pop-ups within their location, but will fall to the bottom of the local pop-up rotation.

2. If the shift is not filled through the local pop-up rotation, the location will pass the shift information to the Catering Labor Office, who will immediately post the shift to the Extra Hours Hotline (EHH). The regular time limits shall apply for all full-time Catering employees. Catering CTs will not be able to pick up shifts until after 4 p.m., except on Wednesdays.

(c) Pop-ups that occur on the same day:

1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for full-time employees, including Captains, who will fall to the bottom of the local pop-up rotation.

2. If the shifts remain unfilled, the location may fill the shift at their discretion.

10. OPT OUTS: Catering employees may request to "opt out" of one (1) workday per week (i.e., three (3) shifts), provided they notify the Labor Office within forty-eight (48) hours of their scheduled shifts. Employees must communicate their opt-out request to the Catering Labor Office no later than forty-eight (48) hours prior to the beginning of the opt-out shift/day. All open shifts resulting from opt-outs will be posted on EHH by 9:00 a.m. on the following day. The same time limits will apply.

11. REQUESTED DAY OFF:

(a) RDO: Catering employees will have the right to designate one (1) day off per week

provided they notify the local scheduling Manager no later than noon on the Monday prior to the posting of the following week's schedule. The day off shall be granted by job classification, consistent with local operational requirements of Captains, and global operational requirements for Servers and Bartenders. In the event all requests for a particular day cannot be approved due to operational requirements, global seniority by job classification for Servers and Bartenders and local seniority for Captains shall prevail.

12. VACATION: When an employee requests and is granted five (5) consecutive days as vacation, they may request up to two (2) days off on either or both ends (up to four (4) days) of their requested vacation time. Existing "block out" policies shall apply.

13. *BLOCK OUT DATES: The Company will make every effort to give employees as much notice as reasonably possible in advance of "Block Out" dates.*

14. All Banquet Servers, Bartenders, and Captains will not be involuntarily scheduled less than 1300 hours on an annualized basis (Jan.1 –Dec. 31). Scheduled hours include vacation, sick time, A.D.O.'s, R.D.O.'s, and opt outs. Employees who have taken leaves of absence shall be prorated for the 1300 hours. Article 13, Section 5, (Benefits Threshold), shall not be applicable to Banquet Servers, Bartenders and/or Captains, during the life of this agreement. Article 10, Section 2, remains applicable to Facilities Host/Hostesses (Housemen). All grievance settlements based on the Company's proven failure to schedule 1300 hours will be paid at the appropriate Labor Grade three (3) rate of pay. The 1300-hour provision will not apply in the case of fire, flood, hurricane, acts of God, civil disturbances, picketing, and threats of harm or catastrophic events.

BANQUET FACILITIES H/H (HOUSEPERSONS)

Payment/Gratuity Policy

The established gratuity pay practice throughout all Catering/Banquet locations across property for all tipped Catering employees shall be as follows: gratuities will be paid based on an established hourly rate (lump sum gratuities for all catering events during the workweek divided by hours worked for the workweek).

A fifteen percent (15%) gratuity will be calculated on actual food and beverage price to the client. Gratuity will be added to the employee's base rate of pay for the classification being performed. "At Cost" events will be paid at the established "at cost" rates.

1. Consistent pay rate for Banquet Facilities H/H (T) (Housepersons): Eighty-five percent (85%) High Rate and fifteen percent (15%) Low Rate (Resorts and Parks).

2. *Gratuity Policy for Banquet Facilities H/H (T) Housepersons:*

   (a) Food Service (Gratuity is in addition to rate of pay for classification being performed)
   - Housepersons share one percent (1%)

   (b) Beverage Service (Gratuity is in addition to rate of pay for classification being performed)
   - Housepersons share one percent (1%)

   (c) *Coffee Break Service (Gratuity is in addition to rate of pay for classification being performed)*
   - Housepersons share two percent (2%)

   (d) At Cost Events
   - Housepersons - Seven dollars ($7) per hour over his/her high rate for all hours associated with the event

All set-up fees, when charged and collected from the client, will be split 50/50 between the Company and the appropriate gratuity pool.

When Parks and/or Resorts are combined into regions, the weekly gratuity pool for the Banquets Facilities Host/Hostesses (Housepersons) shall be combined, provided all Housepersons in the affected areas obtain a Class D license. The Company in its sole discretion may change the consolidated regions at any time.

Scheduled overtime will be distributed as equitably as practical to ensure that everyone has the opportunity to receive overtime. Mandatory overtime shifts by location will be distributed as follows:

(a) Determine the number of shifts needed

(b) Distributed by seniority to volunteers before assignment to non-volunteer senior employees

(c) Assign to junior employees first.

SCELLANEOUS HOUSEPERSON AGREEMENTS

Preferred days off for Banquet Houseperson, when available, will be bid according to seniority.

Bidding will occur at least twice per year to determine schedules and vacations.

A UFCW Local No. 1625 Shop Steward shall be present during schedule bids. If the Company is unable to locate a Shop Steward, the Union agrees to make a Business Agent available for the bid.

Schedule bids will be posted at least seven (7) days prior to bidding. Any deviation will be discussed in advance with the Union.

All Banquet Facilities Host/Hostesses (Housepersons) schedules will indicate a start and end time for each shift.

Work gloves and raingear will be made available at WDW Costuming.

Banquet Facilities Host/Hostesses are required to perform any set-up and/or tear down tasks associated with any function. Responsibilities include, but are not limited to:

(a) Setting up and breaking down all department functions. Park Housemen will assist Servers in setting areas.

(b) Cleaning, servicing, and general maintenance of banquet equipment, function rooms, and related service area.

(c) Servicing/freshening all meeting rooms during breaks.

(d) Transporting catering equipment for functions.

(e) Assisting Coffee Break staff during refresh and breakdown, including clearing items such as coffee cups, plates, glasses, etc.

(f) Placement and removal of grills, ovens, and fryers for beach functions at the Resorts. It is understood that the primary responsibility for the placement and removal of grills, ovens and deep fryers for Resorts beach banquets will be by Housepersons. It is also understood that when business needs dictate, all employees including Culinary, will assist in the placement and removal of the grills, ovens, and deep fryers.

8. The Company shall establish and follow safety guidelines with regard to the use of propane/space heaters for catering functions.

9. Hourly rates for each location will be posted weekly and/or made available to employees, including Facilities H/H.

November 9, 2004

Joe Condo
President, Service Trades Council Union
13 West Seegers Road
Arlington Heights, IL 60005

RE: **RENEWAL OF JUNE 20, 2001 LETTER OF UNDERSTANDING REGARDING ARTICLE 10, SECTION 2(b) - HOURS SCHEDULED FOR FULL-TIME CAST MEMBERS**

Dear Joe:

As a result of the issues raised by the Services Trades Council Union regarding the hours scheduled for full-time Cast Members during the 2001 collective bargaining negotiations, and to address any issues that may arise during the life of this agreement, the Company agrees to renew the June 20, 2001 Letter of Understanding. The Company agrees to educate its managers and the Union agrees to educate its Shop Stewards in regards to the following:

- Intent: The intent of Article 10, Section 2(b) is to provide full-time Cast Members with as many 40-hour work week schedules as possible, consistent with efficient operations.
- Mandatory Reduction in Scheduled Hours: If business demands require a reduction in hours scheduled, full-time Cast Members will be given priority for the purposes of number of average hours worked over non-bargaining unit Cast Members, subject to the full-time Cast Member's availability, interchangeability, and schedule preferences.
- Shift Extensions: If business needs require a shift extension, full-time Cast Members within a scheduling location will first be offered the opportunity to extend over non-bargaining unit Cast Members, all other factors being equal (e.g. straight time vs. overtime, shift end time, skill and ability).
- It is not the intent of the Company to schedule a full-time Cast Member for a shift less than eight (8) hours and then on a consistent basis ask the Cast member to extend up to eight (8) hours.

In addition, the Company and Union agrees that during the life of this agreement, the Scheduling Committee established per Article 13, Section 2(c), will be convened as necessary to address and resolve scheduling issues arising under Article 10, Section 2(b). It is the intent of the Company and Union to attempt to resolve issues related to hours scheduled through the Scheduling Committee prior to utilizing the formal grievance process, however, there is no requirement to do so prior to filing a grievance.

If the above accurately reflects our understanding, please signify by signing below.

_____ _____

Stephen C. Eisenhardt, Vice President
Employee Relations & Health Services

Date

_____ _____

Joe Condo, President
Service Trades Council Union

Date

August 2, 2004

Joseph P. Condo, President
Service Trades Council Union
53 W. Seegers Road
Arlington Heights, IL. 60005

RE: LETTER OF UNDERSTANDING REGARDING CAST DEPLOYMENT SYSTEM

Dear Joe:

At the request of The Service Trades Council, we are renewing the Letter of Understanding regarding the Cast Deployment System, originally signed by the Company and Union as a result of our 2001 side letter collective bargaining negotiations. The Company and the Union agree to the following:

1. Contractual provisions regarding rest and lunch periods in locations where the Cast Deployment System (CDS) is implemented will be honored with the exception of locations where modified rest and lunch period practices have previously been agreed to by the Company and the Union.

2. Management will work to resolve employees' issues regarding CDS in a timely manner and will have a contingency plan to provide timely rest periods, lunch periods, and rotational bumps, in the event of unforeseen circumstances.

3. The Company will provide on a periodic basis an advance list of locations where CDS is scheduled to be implemented. Managers in those locations will be trained on CDS prior to its implementation.

4. The Company will continue to train new managers in locations where the Cast Deployment System is in use and train managers in locations where it is to be implemented.

5. The Company will meet with and educate Shop Stewards in areas where the Cast Deployment System is scheduled to be implemented, and will, upon request from the union, meet with Shop Stewards in areas where the Cast Deployment System has been implemented to discuss and resolve concerns.

6. Upon receiving specific information from the Union, which shows where the Cast Deployment System is not working properly, the Company will audit the Cast Deployment System (e.g. timely and fair rotational bumps, appropriate optimized tasks, and buffer times) and share the results with the Union.

7. Upon receiving specific information from the Union which shows where the Cast Deployment System proficiency coding is not working properly, the Company will provide to the affected affiliate union a list of positions which are proficiency coded for that particular deployment group and the job related criteria used by the Company to determine such.

If the above accurately reflects our understanding, please signify by signing and dating below.

_____ _____

Stephen C. Eisenhardt
Vice President
Employee Relations and Health Services

Date

_____ _____

Joe Condo, President
Service Trades Council Union

Date

August 2, 2004

Joseph P. Condo, President
Service Trades Council Union
53 W. Seegers Road
Arlington Heights, IL 60005

RE: LETTER OF UNDERSTANDING REGARDING BUCKET BID SCHEDULING

Dear Joe:

This letter reiterates the understanding reached during our 2004 negotiations regarding Bucket Bid Scheduling:

1. Bucket Bid Scheduling is an automated, computerized scheduling process that assigns employees' schedules based on seniority, desired shift time, and location workload.
2. The location workday is divided into segments of time ("buckets"). Each bucket indicates the earliest start time for a shift and the latest end time for a shift. Float shifts may be scheduled across the workday.
3. The number of buckets across the workday will vary by location. The hours of operation and shift start times for individual locations are a few of the factors that will influence the number of buckets.
4. During a schedule bid an employee will select their desired bucket and consecutive day off combination by seniority, as well as indicate their desired start and end time on each of their workdays.
5. The schedule bid will be posted for seven (7) days prior to the bid selection. Employees will be given visibility to the available buckets and day off selections prior to, and where possible during, the schedule bid process. A designated *Shop Steward from the affected affiliate* may be present during the schedule bid process.
6. If needed on initial implementation of bucket bid selection in a location, (after a trial period), the employees will be given a one-time opportunity to change their desired start and/or end time of shift.
7. An employee may be scheduled overtime hours outside of their regularly scheduled bucket.
8. Overtime will be scheduled as follows:
   a) by an employee signing-up for voluntary overtime,
   b) in reverse seniority order in case of mandatory overtime.
9. If a full-*time employee transfers into a location* in the middle of a bid period their seniority will be exercised at the time of the next location bid.
10. Seniority lists and employee bid selections will be posted.

If the above accurately reflects our understanding, please signify by signing and dating below.

_____ _____

Stephen C. Eisenhardt Date
Vice President
Employee Relations and Health Services

_____ _____

Joe Condo, President Date
Service Trade Council Union

June 9, 2004

Joseph P. Condo, President
Service Trades Council Union
53 W. Seegers Road
Arlington Heights, IL 60005

RE: Letter of Understanding regarding Lost, Stolen or Damaged Identification Cards (ID)

Dear Joe:

As a follow-up to our discussion during the 2004 Service Trades Council Union Negotiations, this will confirm our *agreement reached regarding replacement costs for lost, stolen or damaged Identification Cards:*

- If a Cast Member's ID card is lost, stolen or damaged, the replacement costs will be reduced to $15.00 dollars, with the understanding that future costs could go up or down depending on any price changes associated with processing a replacement card.

- If a police report is presented that reflects the Cast Member's ID Card was stolen there will not be any costs for a replacement ID Card and there will not be any notations placed on the Cast Member's record card. However, the Cast Member will have to adhere to the time lines established under Article 18, Section 8, of the Service Trades Council Union Agreement.

If the above is consistent with your understanding, please signify by signing below.

Sincerely,

_____ _____
Stephen C. Eisenhardt — Date
Vice President
Employee Relations and Health Services

_____ _____
Joe Condo, President — Date
Service Trade Council Union

March 22, 2005

Joseph P. Condo
President
Service Trades Council Union
53 W. Seegers Road
Arlington Heights, IL 60005

RE: **LETTER OF UNDERSTANDING REGARDING STCU CR CONTRACT "ME TOO" LANGUAGE**

Dear Joe:

This letter of understanding will serve as an agreement between the Company and the Service Trades Council Union (STCU) regarding the application of Articles stated below, found in the full-time STCU agreement, to the 2003 Casual Regular STCU agreement.

It is agreed that Article 10, Section 8, Dress and Travel Time; Article 11, Overtime, Article 19, Grievance Procedure; and, Article 23, Section 1, Pension, of the 2004 Full-Time STCU agreement will apply equally to the 2003 Casual Regular STCU agreement for the duration of the latter agreement.

If the above meets with your agreement, please signify by signing below.

Brian S. Dreibelbis
Director
Employee Relations

Date

Joseph P. Condo
President
Service Trades Council Union

Date

Notes