

**A G R E E M E N T**

**B E T W E E N**

**W A L T D I S N E Y W O R L D C O .**

**A N D T H E**

**C R A F T M A I N T E N A N C E C O U N C I L**

**EFFECTIVE SEPTEMBER 30, 2012 THROUGH October 01, 2016**

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WALT DISNEY WORLD CO.  
**MAINTENANCE LABOR AGREEMENT**  
**EFFECTIVE SEPTEMBER 30, 2012**

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THIS AGREEMENT entered into this 30<sup>th</sup> day September 2012, by and between Walt Disney World Co., hereinafter called "Company," and the Building and Construction Trades Department, AFL-CIO, the Walt Disney World Craft Maintenance Council, the International Unions and Local Unions, whose names are subscribed hereto, and who have, through their duly authorized officers, executed this Agreement hereinafter collectively called "Union."

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**ARTICLE 1 - PURPOSE**

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**SECTION 1.** Whereas the maintenance of the Company's facilities will require a large number of employees and the orderly and uninterrupted maintenance of the facilities of the Company is of significant interest to the economy of the State of Florida and of mutual interest to the parties hereto, and it is the purpose of this Agreement that all work shall proceed efficiently, without interruption, and with due consideration of the protection of labor standards, wages, benefits, and working conditions.

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**SECTION 2.** Therefore, the parties hereto have entered into this Agreement 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.

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**ARTICLE 2 - RECOGNITION**

The Company recognizes the Union as the exclusive collective bargaining representative of the Maintenance employees in the job classifications listed in Addendum "A" at Walt Disney World Resort in Bay Lake, Florida, but excluded are other employees, computer programmers, data processors, draftsmen, engineers, office employees, nurses, professional employees, guards, and supervisors, as defined in the Labor Management Relations Act, 1947, as amended.

**ARTICLE 3 - SCOPE OF THE AGREEMENT**

**SECTION 1. AREAS INCLUDED IN THE AGREEMENT.** This agreement relates only to the Walt Disney World Resort comprising:

MAGIC KINGDOM, EPCOT, Disney's Hollywood Studios, Disney's Yacht & Beach Club Resorts, Disney's Caribbean Beach Resort, Disney's Contemporary Resort, Disney's Fort Wilderness Resort, Disney's Wilderness Lodge, Disney's Grand Floridian Beach Resort, Disney's Port Orleans Resort, Disney's Polynesian Resort, Disney's All-Star Resorts, Typhoon Lagoon, Downtown Disney, Reedy Creek Energy Services, Distribution Services, WDW Central Shops, North Service Area Laundry, the Linen Laundry Facility, Blizzard Beach, Disney's Coronado Springs Resort, Disney's Boardwalk Resort, Disney's Animal Kingdom, and **ESPN Wide World of Sports Complex, Disney's Animal Kingdom Lodge, Disney's POP Century Resort, Disney's Saratoga Springs Resort and Disney's Art of Animation Resort.**

**SECTION 2. AREAS EXCLUDED FROM THE AGREEMENT.** This agreement does not apply to or in any way effect: concessionaires; lessees; Reedy Creek Improvement District and its facilities, roadways and bridges; or any operation, facility, division or subsidiary of the Walt Disney World Co., or its parent, unless specifically set forth in Section 1 of this Article.

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## ARTICLE 4 - MANAGEMENT RIGHTS

**SECTION 1.** 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 rights to select and direct the employees; to determine the size of the work force, including 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 and otherwise to take such measures as management may determine to be necessary to the orderly, efficient, and economical operation of the business. Any dispute arising out of an interpretation of this Article will be subject to the provisions of Article 7.

### 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 5.

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 3, Section 1.

## ARTICLE 5 - SUBCONTRACTING

**SECTION 1.** 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:

- (a) Where such 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 of any full-time employee qualified and classified to do the work within the stated business unit, i.e. Parks, Resorts, Central Shops, Reedy Creek Energy Services, Regional Areas, Recreation and Sports. Furthermore, the parties agree that the Company may subcontract maintenance work while employees in the affected classifications are on layoff provided that the specific subcontract does not directly result in additional employees being laid off, or
- (c) Where the employees of the Company lack the skills or qualification or the Company does not possess the requisite equipment for carrying out the work; or where

- 1 (d) Because of size, complexity, or time of completion, it is impractical or uneconomical  
2 to do the work with Company equipment and personnel.  
3

4 **SECTION 2.** When the Company exercises its contractual right to subcontract work pursuant  
5 to the terms above, it will consider Buena Vista Construction Company first whenever practical and  
6 economical. If Buena Vista Construction Company is selected as the subcontractor, the decision to  
7 subcontract that work shall not be subject to the provisions of Article 7 of this Agreement.  
8

9 The decision as to whether Buena Vista Construction Company is selected as the  
10 subcontractor, however, is at the Company's sole discretion, but will be discussed with the affected  
11 Unions upon request.  
12

13 **SECTION 3.**  
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- 15 (a) Whenever the Company exercises its contractual right to subcontract work pursuant  
16 to this Article, and where such decision is primarily, if not exclusively, based upon the  
17 economic rates and/or working conditions which would apply to such subcontracted  
18 work had it been done under this Agreement, the Company will advise the Union of  
19 its intent prior to the decision being final. The Company will review and consider any  
20 proposals or positions which the Union wishes to put forward as to the willingness  
21 and ability of employees under this Agreement to undertake the subcontracted work  
22 on revised terms. Such review and consideration will be undertaken by the Company  
23 in good faith, with due appreciation for the continued employment of persons  
24 represented by the Union under this Agreement; however, the final decision is at the  
25 Company's sole discretion.  
26

- 27 (b) The Company shall notify the Unions annually of the Company's planned work  
28 schedule and work which shall be contracted on an open purchase-order or "sole  
29 source" basis. The purpose of such meeting shall be to inform the Unions of  
30 available work opportunities which the Unions may encourage union contractors to  
31 pursue.  
32

- 33 (c) The administration of this Section will be governed by a Side Letter of Agreement  
34 which will address such details as: the type of work covered, response time periods,  
35 and process specifics.  
36

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38 **ARTICLE 6 - WORK STOPPAGES AND LOCKOUTS**  
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40 **SECTION 1.** During the existence of this Agreement, there shall be no strikes, picketing,  
41 work stoppages, or disruptive activity by the Union or by any employee, and there shall be no lockout  
42 by the Company.  
43

44 **SECTION 2.** Failure of any Union or employee to cross any picket line established at Walt  
45 Disney World Resort is a violation of this Agreement.  
46

47 **SECTION 3.** The Union shall not sanction, aid or abet, encourage or condone a work  
48 stoppage, strike or disruptive activity at Walt Disney World Resort and shall undertake all possible  
49 steps to prevent or to terminate any strike, work stoppage, or disruptive activity. No employee shall  
50 engage in activities that violate this Article. Any employee who participates in or encourages any  
51 activities which interfere with the normal operation of Walt Disney World Resort shall be subject to  
52 disciplinary action, including discharge. The Union shall not be liable for acts of employees for which  
53 it has no responsibility. The failure of the Company to exercise this right in any instance shall not be  
54 deemed a waiver of this right in any other instances, nor shall the Company's right to discipline all  
55 employees for any other cause be in any way affected by this Section.

1           **SECTION 4.** Disputes between the Unions, parties hereto and any concessionaire  
2 operating in Walt Disney World Resort shall be so handled as not to interfere with the Company's  
3 business or the business of any other concessionaire not a party to such disputes. No picketing or  
4 concerted action against any one or more of the concessionaires will be conducted at Walt Disney  
5 World Resort or near or around the entrance or exit of Walt Disney World Resort.

6  
7           "Concessionaire" as used herein, includes a concessionaire and also a licensee, exhibitor,  
8 participant, sponsor, contractor, or subcontractor, but it is not intended that concessionaires shall  
9 engage in regular maintenance work as defined by this Agreement. In the event any other  
10 organization pickets at or near Walt Disney World Resort, the Unions signatory hereto agree that  
11 such picket line so far as they and the employees they represent are concerned shall not affect the  
12 operations of the Company or concessionaires who are not involved in the dispute.

13  
14           **SECTION 5.** Any party to this Agreement may institute the following procedure in lieu of or in  
15 addition to any other action at law or equity, when a breach of this Article is alleged.

- 16  
17           (a) The party invoking this procedure shall notify Roger Abrams, whom the parties agree  
18 shall be the permanent Arbitrator under this proceeding. In the event the permanent  
19 Arbitrator is unavailable, he/she shall appoint his/her alternate. Notice to the Arbitrator  
20 shall be by the most expeditious means available, with notice to the Business Manager of  
21 the Union alleged to be in violation of the Agreement, and a copy to the Union Co-  
22 chairman of the Walt Disney World Grievance Arbitration Committee.
- 23  
24           (b) Upon receipt of said notice, the Arbitrator named above or his/her alternate shall set and  
25 hold a hearing within twenty-four (24) hours.
- 26  
27           (c) The Arbitrator shall notify the parties of the place and time he/she has chosen for this  
28 hearing. Said hearing shall be completed in one session, with appropriate recesses at the  
29 Arbitrator's discretion. A failure of any party or parties to attend said hearing shall not  
30 delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 31  
32           (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact  
33 occurred and the Arbitrator shall have no authority to consider any matter in justification,  
34 explanation, or mitigation of such violation or to award damages, which issue is reserved  
35 for court proceedings, if any. The Award will be issued in writing within three (3) hours  
36 after the close of the hearing, and may be issued without an Opinion. If any party desires  
37 an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay  
38 compliance with, or enforcement of the Award. The Arbitrator may order cessation of the  
39 violation of this Article and other appropriate relief, and such Award shall be served on all  
40 parties by hand or registered mail upon issuance.
- 41  
42           (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of this  
43 Agreement and all other relevant documents referred to hereinabove, in the following  
44 manner. Notice of the filing of such enforcement proceedings shall be given to the other  
45 party. In the proceeding to obtain a temporary Order enforcing the Arbitrator's Award as  
46 issued under Section 5 (d) of this Article, all parties waive the right to a hearing and agree  
47 that such proceedings may be ex parte. Such Agreement does not waive any party's  
48 rights to participate in a hearing for a final Order of Enforcement. The Court's Order or  
49 Orders enforcing the Arbitrator's Award shall be served on all parties by hand or by  
50 delivery to their last known address or by registered mail.
- 51  
52           (f) Any rights treated by Statute or Law governing arbitration proceedings inconsistent with  
53 above procedure, or which interfere with compliance thereof, are hereby waived by the  
54 parties to whom they accrue.
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56           (g) The fees and expenses of the Arbitrator shall be divided equally between the moving  
57 party or parties and the party or party's respondent.
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## ARTICLE 7 - GRIEVANCE 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 and policy grievances which will be expedited to Step 2, shall be settled promptly in accordance with the following procedure:

### SECTION 1. 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 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. The term "working days" is interpreted to mean days other than weekends and holidays. 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) Company Grievances: Should the Company believe that a signatory Union is not complying with the terms of this Agreement, the Company may initiate and process a grievance concerning the meaning, interpretation, or application of this Agreement. Company grievances will be commenced at Step 2.

### SECTION 2. PROCEDURE.

**Step 1.** Any employee, believing that he/she has suffered a grievance, shall discuss the matter with his/her immediate Supervisor. The employee may choose whether to discuss the matter with his/her Supervisor with or without the assistance of his/her Steward. If a satisfactory resolution is not reached, the employee may initiate Step 2 below.

**Step 2.** In order to be deemed timely, a grievance must be submitted in writing to Labor Relations within five (5) working days after its occurrence, or within five (5) working days after the employee has had a reasonable opportunity to become aware of the occurrence, whichever is later. The grievance 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. **The Union shall immediately forward copies to the Craft Maintenance Council Chairman and the Building and Construction Trades Department Representative.** The Labor Relations Department shall immediately forward copies to the employee's Division Director/General Manager. The Division Director/General Manager or his/her designated representative, the employee's Steward, the Business Representative, the Building and Construction Trades Representative, and the Labor Relations Representative shall meet within five (5) working days after invocation of Step 2 in an attempt to settle the grievance. It shall be incumbent upon the parties to schedule a meeting within five (5) working days. The Company shall provide the applicable union with a written reply from the Division Director/General Manager or his/her designee, within five (5) working days after the parties have met. If the Company fails to give a written reply within the time limits provided, the grievance will automatically be appealed to the next step of the Grievance Procedure.

1 **Step 3.**

- 2 (a) **A step 3 grievance is timely if submitted in writing to Labor Relations within**  
3 **seven (7) working days from the Step 2 decision.**
- 4 (b) The grievance shall have been submitted but not adjusted under Step 2, either  
5 party may within five (5) calendar days after receipt of the written reply request in  
6 writing that the grievance be submitted to a Joint Standing Committee. The Joint  
7 Standing Committee shall consist of one representative of the Company and one  
8 representative of the affiliated Union(s).
- 9 (c) The Joint Standing Committee shall meet periodically to investigate, review, and  
10 if necessary, conduct a hearing of all outstanding grievances referred to it.  
11 Decisions of the Joint Standing Committee shall be final and binding upon all  
12 parties at interest. The Joint Standing Committee shall provide a written  
13 determination of all cases reviewed within five (5) calendar days after it has met.  
14 If the Joint Standing Committee is unable to resolve a grievance before it, the  
15 grievance may be appealed to the next Step of the grievance procedure.
- 16 (d) Either party may elect to appeal the grievance directly to Step 4.

17  
18 **Step 4**

- 19 (a) **If the grievance has been submitted, but not adjusted, under Step 3, the**  
20 **Company or Union may submit the grievance to Arbitration.**
- 21 (b) **All termination related grievances must be submitted in writing for**  
22 **arbitration to Labor Relations within seven (7) working days from the**  
23 **Step 3 decision to be deemed timely.**
- 24 (c) **The moving party is responsible for the scheduling of the arbitration**  
25 **within 30 days of being submitted.**
- 26 (d) Any grievance, **with the exception of termination related greivances,** shall  
27 be deemed to be waived or abandoned if not resolved within one (1) year  
28 from the date of the Step 2 grievance being filed with Labor Relations unless  
29 all the Steps and time limits are properly invoked within the period specified  
30 unless otherwise mutually agreed upon. In case of default by the Company  
31 within the one (1) year timeframe the grievance will be granted. In case of  
32 default by the Union within the one (1) year timeframe the grievance will be  
33 considered withdrawn, waived or abandoned.
- 34 (e) In the event an arbitrator cannot be mutually agreed upon within five (5)  
35 working days after the written demand for arbitration has been served the  
36 following shall apply **There shall be a permanent panel of four (4)**  
37 **arbitrators, Donald Crane, Martin Holland, Marsha Murphy, and James**  
38 **Odom to hear and determine the specific grievance. The arbitrators**  
39 **shall serve on a rotating basis in alphabetical order by last name. An**  
40 **Arbitrator will be passed in rotation and the parties will proceed to**  
41 **select the next Arbitrator on the list if: the Arbitrator is unable or**  
42 **unavailable to conduct the hearing within thirty (30) days of being**  
43 **selected, unless the Company and Union mutually agree to waive the**  
44 **time limit; or an assigned case is settled at any time prior to the**  
45 **Arbitrator rendering a decision.** The Arbitrator shall be the sole arbitrator to  
46 hear and determine the matter. The decision of the Arbitrator shall be final  
47 and binding on all parties with no further appeal, except for reasons of setting  
48 aside an Arbitrator's Award.
- 49 (f) **A new panel of Arbitrators may be selected every two (2) years if**  
50 **mutually agreed upon by the Company and the Union.**
- 51 (g) Only one grievance shall be before a specific Arbitrator at one time, except by  
52 mutual agreement of the parties.

- 1 (h) The Arbitrator must submit **the decision** to the parties within thirty (30)  
2 calendar days of the hearing date **or the date on which post hearing briefs**  
3 **are submitted to the Arbitrator, whichever is later.**  
4

5 **SECTION 3. GRIEVANCE SETTLEMENTS**  
6

7 A grievance having been settled at any step of the grievance procedure will be effected no  
8 more than five (5) working days after the date of the settlement agreement.

9 **SECTION 4. GRIEVANCE PROCEDURE REPRESENTATIVES**  
10

11 The parties agree that Company and Union representatives involved in the grievance  
12 procedure shall be vested with the authority to reach a binding resolution of the grievance.  
13

14 **ARTICLE 8 - DISCIPLINE AND DISCHARGE**  
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16 **SECTION 1. STANDARD OF CONDUCT:** High standards of conduct are necessary to  
17 preserve the Company's public image and to insure a safe, harmonious, and productive working  
18 atmosphere. The Company shall administer the sections of this Article with due consideration for the  
19 employee. Such consideration shall include length of service, work record, and seriousness of  
20 violation.  
21

22 **SECTION 2. DISCIPLINE:** Discipline must be for just cause. The employee has the right,  
23 upon request, to have the presence and advice of his/her Union Representative before any  
24 disciplinary action, or questioning for the purpose of such action, is taken. The employee has the  
25 right to the presence and advice of his/her steward at the time of disciplinary action. In any formal  
26 questioning by supervision and/or Security that could lead to disciplinary action, the employee will be  
27 informed of the purpose of the questioning and that he/she has a right to a steward's presence.  
28

29 **SECTION 3. DISCIPLINARY PROGRESSION:** The disciplinary progression will be verbal,  
30 verbal, written, termination.  
31

32 **SECTION 4. DISCIPLINARY DURATION:** Verbal reprimands, written reprimands, and  
33 suspensions shall not be considered as a basis for further disciplinary action after six (6) months from  
34 the date of issue, with the exception of attendance discipline which shall be twelve (12) months in  
35 accordance with Section 8.  
36

37 **SECTION 5. REPRIMANDS:**  
38

- 39 (a) Verbal Reprimand(s). A verbal reprimand will be issued for less serious violations. A  
40 verbal reprimand should indicate that a reprimand is being administered relative to a  
41 specific subject or subjects and the employee will receive a written record of the fact  
42 that such reprimand has been given and will acknowledge receipt by signing a file  
43 copy.  
44
- 45 (b) Written Reprimand(s). Written reprimand(s) may be given to an individual after two  
46 (2) verbal reprimand(s) for the same type of offense or upon a single occurrence  
47 when the offense is of a more serious nature but not serious enough to warrant  
48 immediate dismissal or suspension. Whenever the Company reduces a reprimand to  
49 writing, it shall be signed by the Supervisor who will present and discuss the  
50 reprimand with the employee. It shall also be signed by the employee, not in  
51 admission of the offense, but in acknowledgment that a copy of the reprimand has  
52 been received by the employee.  
53
- 54 (c) Reprimands will be issued verbally or in writing on a specific subject or subjects and  
55 will be administered by the Supervisor who will present it and discuss it with the  
56 employee. Reprimands will be presented and discussed within fifteen (15) calendar  
57

1 days after the occurrence, or within fifteen (15) days after the immediate supervisor  
2 has had a reasonable opportunity to become aware of and complete an investigation  
3 of the occurrence, whichever is later, unless prevented by the absence of the  
4 employee or extenuating circumstances beyond the control of the Company. These  
5 time limits shall not apply to discipline based on attendance, clocking or discipline as  
6 a result of a HR Compliance investigation.  
7

8 **SECTION 6. SUSPENSIONS:** An employee may be suspended without pay for up to two (2)  
9 weeks in lieu of termination. A suspension may be issued based on a single occurrence or may be  
10 part of a disciplinary progression. The parties recognize, however, that the use of a suspension is not  
11 a mandatory component of the disciplinary progression. All disciplinary suspensions shall be  
12 approved by the General Manager/Director or above.  
13

14 **SECTION 7. DISCHARGE:** Any employee may be discharged for just cause, which  
15 includes, but is not limited to the following:  
16

17 (a) Dishonesty.

18 1. Dishonesty is defined as "disposition to defraud or deceive." Examples of  
19 dishonesty as a reason for termination include, but are not limited to: theft of  
20 Company property, theft of another employee's property, falsification of time  
21 documents.  
22

23  
24 (b) Misconduct that is detrimental to the Company.<sup>1</sup>  
25

26 (c) Using, being under the influence of, or in possession of narcotics, intoxicants, drugs,  
27 or hallucinatory agents at any time during the work shift or reporting for work in such  
28 condition.  
29

30 (d) Fighting or provoking a fight on Company premises.

31 (e) Using profane language in the presence of guests or discourtesy to a guest.  
32

33 (f) Willful insubordination.  
34

35 (g) Violation of operating rules and procedures furnished to the employee or posted.  
36

37 (h) Repeated violation of the grooming policy.  
38

39 (i) Three (3) consecutive working days of unreported absence.  
40

41 (j) Willful defacing, destroying, or misuse of Company furnished costumes and  
42 equipment.  
43

44 (k) Intentional falsification of Company records, such as but not limited to, medical forms,  
45 maintenance records, or employment applications.  
46

47 (l) Conviction, plea of guilty, or acceptance of pre-trial diversion, or other similar  
48 resolution to a felony or serious misdemeanor, such as but not limited to child abuse,  
49 lewd and lascivious behavior, or sale/distribution of controlled substances.  
50

51 (m) Sleeping while on duty.  
52

53 (n) Sexual harassment.  
54  
55

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<sup>1</sup> High standards of conduct are necessary and expected so as to preserve the Company's public image. It is considered just cause for termination for any employee to display inappropriate conduct while off duty on Company property, subject to the grievance process.

- 1 (o) Possession of dangerous or unauthorized materials such as explosives, firearms, or  
2 other similar items on Company property.  
3

4 **SECTION 8. WALT DISNEY WORLD ABSENTEEISM AND TARDINESS STANDARD:**  
5

- 6 (a) Absences:  
7

8 Beginning with 3 in any 30 days = discipline  
9 Beginning with 6 in any 90 days = discipline  
10 Beginning with 9 in any 180 days = discipline  
11 Beginning with 12 in any 365 days = discipline  
12

- 13 (b) Tardiness:  
14

15 A tardiness of more than one (1) hour will count as one absence. A tardiness of one  
16 (1) hour or less will count as one-half (½) an absence.  
17

- 18 (c) Procedures:  
19

- 20 1. The following items shall not be counted as occurrences in Section 8(a)  
21 Absences:  
22

- 23 a) Work incurred injuries;  
24  
25 b) Medical leaves;  
26  
27 c) Release of shift for medical reasons<sup>2</sup>  
28  
29 d) ADO<sup>3</sup>  
30  
31 e) Scheduled personal leaves where the Company agrees in advance to the  
32 leave  
33  
34 f) Subsequent consecutive call-ins for the same illness or injury will not  
35 count as an additional occurrence  
36  
37 g) The first six (6) call-in or call-sick days, paid or unpaid, per rolling twelve  
38 (12) month period, will not count against the attendance matrix providing  
39 the employee meets the following criteria:  
40  
41 (i) The employee must not have received attendance discipline in  
42 the prior twelve (12) months.  
43

44 The Company reserves the right to discipline outside of this matrix when an  
45 employee habitually abuses the medical leave and/or medical release of shift  
46 provisions of this Article.  
47

- 48 2. An Employee's failure to notify the Company of his/her absence prior to the start  
49 of his/her shift may be subject to disciplinary action not excluding termination for  
50 poor judgment.  
51  
52 3. Any twelve (12) month period free from discipline will result in beginning again at  
53 first step of progressive discipline.  
54

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<sup>2</sup> Release of shift for medical reasons shall include physical therapy which cannot be scheduled outside the employee's normal shift.

<sup>3</sup> An ADO is defined as an "authorized day off" and utilized exclusively to reduce labor hours. ADO's may not be given to accommodate an employee request.

- 1 4. All references to time periods in this Article refer to continuous work periods  
2 specifically excluding any leaves of absence.  
3  
4 5. Must be employed by the Company and working under the Craft Maintenance  
5 Agreement for a period of one (1) year in order to be eligible for the Call Free  
6 Days.  
7

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

10 **Failure to either Clock in or Clock out:**

11 Beginning with 3 points in any 30 days = reprimand  
12 Beginning with 6 points in any 90 days = reprimand  
13 Beginning with 9 points in any 180 days = reprimand  
14 Beginning with 12 points in any 365 days = reprimand  
15

16 **Tracking:**

17 Failure to clock in for the start of shift = ½ point  
18 Failure to clock out for the end of shift = ½ point  
19 Failure to clock in and out for same shift = 1 point  
20 Clocking in more than 15 minutes before the start of the shift = ½ point  
21 Clocking out more than 15 minutes after the end of the shift = ½ point  
22

23 **Procedures:**

24 Employees must utilize the time recording clock to which they are assigned unless otherwise  
25 directed by Management.  
26

27 It is the responsibility of the Employee to inform Management of a lost or stolen ID card  
28 before the end of his or her shift.  
29

- 30 (a) Failure to clock as a result of a lost, stolen, or damaged ID card is considered one-  
31 half (½) point. (During the time it takes the Employee to replace a lost, stolen, or  
32 damaged ID card [maximum seven (7) days], the clock infractions will not be counted  
33 toward this point matrix system for disciplinary purposes.)  
34  
35 (b) The disciplinary progression be three (3) reprimands prior to termination. Any twelve  
36 (12) month period free from discipline will result in beginning again at the first step of  
37 progressive discipline.  
38  
39 (c) All references to time periods in this standard refer to continuous work periods  
40 specifically, excluding any leaves of absence.  
41  
42 (d) The Company reserves the right to discipline outside this matrix when an Employee  
43 habitually loses possession of or damages his/her ID card.  
44  
45 (e) Falsification of hours worked and/or the use of your ID card by anyone other than  
46 yourself may result in disciplinary action, not excluding termination.  
47  
48

49 **ARTICLE 9 - ACCESS OF UNION REPRESENTATIVES**  
50

51 **SECTION 1.** Representatives of the signatory Unions, designated in writing to the  
52 Company by the Union concerned, shall be permitted to enter the Walt Disney World Resort area for  
53 the purpose of determining that this Agreement is being complied with by the Company and for the  
54 presentation and handling of grievances. Such representatives, who shall not be more than four (4)  
55 in number for each Local Union shall comply with the Union access regulations of the Company, and  
56 attempt to notify the appropriate Supervisor prior to entering a work area, and shall not unnecessarily

1 interrupt the performance of employee work assignments. Requests for additional representatives  
2 will be considered by the Company on an individual basis.

3 **SECTION 2.** It is agreed that neither the Union, its representatives, nor the employees  
4 they represent will solicit members or engage in organizing activities during the work time of the  
5 employees.  
6

7  
8 **ARTICLE 10 - STEWARDS**  
9

10 **SECTION 1.** Each Union signatory to this Agreement may designate, in writing, one  
11 Steward and one alternate Steward on each shift per department. Stewards shall have the right to  
12 receive, but not to promote, complaints or differences and to discuss and assist in adjustment of the  
13 same with the appropriate Supervisor (as provided in Article 7, "Grievance Procedure" and Article 8,  
14 "Discipline and Discharge"). Stewards shall be permitted reasonable time to investigate, present, and  
15 process grievances on the Company property without loss of time or pay during their regular working  
16 hours. Stewards will not leave their working areas without first notifying their Supervisor, or his/her  
17 designee, as to their intent, the reason therefore, and the estimated time they will be gone. The  
18 Company will not discriminate against the Stewards, in the proper performance of their Union duties,  
19 provided that such duties do not unreasonably interfere with their regular work or with the work of  
20 other employees. The Union recognizes the right of the Company to impose reasonable conditions  
21 on such Stewards in the methods of performance of their duties during working hours. A copy of such  
22 written conditions will be furnished to the Union.  
23

24 **SECTION 2.** The Company will consult with the appropriate Union prior to changing a  
25 Steward's schedule or transferring, or discharging a Steward.  
26

27 **SECTION 3.** The Steward shall promote harmonious relations between the Company and  
28 the employees. The Supervisor shall immediately introduce all new employees to the appropriate  
29 Steward and shall document said introduction on the employee's personnel records.  
30

31  
32 **ARTICLE 11 - CHECK-OFF**  
33

34 The Company agrees to withhold from the first pay of each month, an amount equal to the  
35 dues of the appropriate Union for each employee who signs a written authorization for such deduction  
36 and to withhold an amount equal to the initiation fee in not more than four (4) equal deductions. A  
37 copy of the acceptable form of authorization shall be furnished by the Company to the Union. The  
38 Union will give the Company a written statement of the amount of its dues and initiation fees and  
39 agrees to indemnify and save the Company harmless against any and all claims, suits, or other forms  
40 of liability arising out of the deduction of monies pursuant to this Article from the employees' pay.  
41  
42

43 **ARTICLE 12 - BULLETIN BOARDS**  
44

45 The Company shall provide bulletin boards in areas designated by the Company, which are  
46 frequented by employees for the posting of official Union notices. The board shall be covered with  
47 glass and under lock. The key shall remain in the possession of a Department Head and additional  
48 keys will be available through the Division Director's office. These boards shall be used for the  
49 display of official Union notices and any Company issued information. It is agreed that no Union  
50 matter of any kind shall be posted in and about the premises of Walt Disney World Resort except on  
51 said boards. It is agreed by the Union and Management that it is the responsibility of each employee  
52 to be knowledgeable of notices posted. **The Union agrees not to post material of a derogatory**  
53 **nature regarding the Company or its personnel. Following notice to the local Representative of**  
54 **the Building and Construction Trades Department ("Union"), the Company may remove such**  
55 **materials from the bulletin boards.**  
56  
57

1  
2  
3 **ARTICLE 13 – NONDISCRIMINATION AND NON-RETALIATION**  
4

5 The Company and the Union agree there shall be no discrimination against any employee or  
6 prospective employee due to race, color, creed, sex, age, national origin, religion, marital status, or  
7 disability as provided in federal and state legislation and further agree to support affirmative action  
8 efforts.

9 Non-retaliation – The Company and the Union agree there shall be no retaliation against an  
10 individual who has made a good faith complaint about violation of the Company’s equal Employment  
11 Opportunity and Harassment policies, or has cooperated with an investigation into a complaint of  
12 violation of these policies. Employees who believe they have been harassed, discriminated against  
13 or retaliated against, in violation of the above stated policies should promptly report the facts of the  
14 incident and the name of the person involved to their Human Resources, Labor Relations Department  
15 or Union Representative.  
16

17 The parties further agree to support affirmative action efforts and to foster compliance with  
18 the Americans with Disabilities Act, **as amended by the American with Disabilities Amendments**  
19 **Act of 2008 (hereinafter “ADA”)**. In this regard, the Company and the Union commit to meet to  
20 resolve conflicts between the **ADA** and the Agreement. Thus, nothing in this Agreement shall be  
21 construed as being inconsistent with or as requiring the parties to behave in any manner inconsistent  
22 with federal or state law.  
23  
24

25 **ARTICLE 14 - NEW EMPLOYEE SELECTION**  
26

27 **SECTION 1.** The Company agrees to notify the appropriate Union of all Walt Disney World  
28 Maintenance unit needs for employees and will give the Union an equal opportunity to provide  
29 applicants for such jobs. The Company will request referrals by specifying the type of qualifications  
30 and tools required.  
31

32 **SECTION 2.** Union will be given seventy-two (72) hours notice to refer employees on a  
33 non-discriminatory basis.  
34

35 **SECTION 3.** The Company will, in writing, notify the Union as to the hires or rejections.  
36

37 **SECTION 4.** The Company will give the Union exclusive seventy-two (72) hours notice,  
38 and more if possible, of the Company’s intent to add Craft Support Personnel.  
39

40 **SECTION 5.** Applicants may be subject to skills testing prior to employment.  
41

42 **SECTION 6.** The Company supports the AFL-CIO Helmets to Hard Hat Program.  
43

44 **SECTION 7.** The Union will provide referrals for WDW retiree utilization.  
45  
46

47 **ARTICLE 15 - ALCOHOL AND DRUG ABUSE POLICY**  
48

49 For purposes of this Agreement, the terms "drug" or "drug tests" shall include both drugs and  
50 alcohol, as appropriate. The terms of this provision have no application to an employee's voluntary  
51 utilization of the Employee Assistance Program.  
52

53 **SECTION 1.** Bargaining unit employees will be subject to drug and alcohol testing under  
54 the following circumstances:  
55

- 56 (a) Where there is an objective reasonable basis that an employee has an in-system  
57 presence of any illegal drug, controlled substance or alcohol, hereinafter referred to



1 as "substances," while on duty or on Company property immediately preceding or  
2 following the work shift. For purposes of this Agreement, the terms "employee" or  
3 "bargaining unit employee" includes not only persons employed in positions covered  
4 by the Union collective bargaining agreement, but also persons being recalled into  
5 such positions.

6  
7 (b) As part of a post-accident investigation in cases where:

- 8  
9 1. The individual(s) subject to testing is directly linked to the accident.  
10 2. The accident resulted in death, injury requiring medical treatment other than  
11 basic first aid, or property damage estimated to exceed \$4,500.00.

12  
13 Testing associated with an accident will take place as soon as possible, under the  
14 circumstances.

15  
16 (c) A government agency duly concerned with Walt Disney World Co. (i.e., Department  
17 of Transportation, etc.) advises the Company that employees in specified  
18 classifications will be required to undergo job certification physical examinations,  
19 including drug tests as a condition of future employment. In such instances, the  
20 Union shall be given immediate written notice of any such requirement or proposed  
21 requirement. Such testing shall be conducted in accordance with the government  
22 regulations and the procedures established by this Agreement and shall not  
23 commence until the Union and the Company have had a reasonable opportunity to  
24 discuss the impact of the government directive.

25  
26 (d) Employees classified in those positions that have been identified and agreed to by  
27 the Company and the union will be subject to random drug testing.

28  
29 (e) Random testing as a part of follow-up rehabilitation supervised by Florida Psychiatric  
30 Association.

31  
32  
33 **SECTION 2.** An employee will not be tested under Section 1(a) above unless his/her  
34 actions and/or conduct or other related circumstances provide an objective reasonable basis to  
35 believe that the employee may have ingested drugs or alcohol and/or is suffering from impairment  
36 that will in some way adversely affect his/her alertness, coordination, reaction, response, safety, or  
37 the safety of others, while on duty or on Company property. Such observation will be confirmed by  
38 another member of management wherever possible and will be documented. Employees will not be  
39 subject to such testing without the express consent of a senior member of management different from  
40 the observation supervisors, which shall be documented within 24 hours or the next business day  
41 (Monday thru Friday), and prior notification to Labor Relations. Random testing will be permitted only  
42 as a follow-up to rehabilitation and only for a reasonable period of time after rehabilitation, not to  
43 exceed one year.

44  
45 **SECTION 3.** Any employee directed for testing shall be informed of his/her right to the  
46 presence of a Shop Steward in pre-test meetings with management. Provided a Shop Steward has  
47 been requested and is available, no specimen will be collected until the Shop Steward can discuss  
48 the matter with management. The Union agrees that this section shall not operate in a manner that  
49 will impede timely collection of a biological specimen. Refusal to provide a biological specimen will  
50 result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

51  
52 **SECTION 4.** Any employee who tests negative to any drug test under this Agreement  
53 (other than random tests as a follow-up to rehabilitation) shall be compensated for all lost time, at the  
54 appropriate wage rate. Time lost under such circumstances shall be treated as time worked for  
55 purposes of overtime premium eligibility.  
56

1           **SECTION 5.** Specimen collection for a drug test will be accomplished in a manner  
2 compatible with employee dignity and privacy. There will be no strip searches or opposite sex  
3 observation. In the usual case, the Company will not observe specimen production, but the Union  
4 agrees that specimen production may be closely monitored in those cases where the Company has a  
5 specific objective reason to believe that the employee may attempt to contaminate a test specimen.  
6 Any evidence of any form of tampering, altering, or diluting of a specimen will result in discharge.  
7

8           **SECTION 6.** Test specimens shall be sent only to laboratory facilities certified by an  
9 appropriate federal or state agency. The drug test laboratory and the specimen collection facility  
10 must establish and maintain a forensically acceptable chain of custody. It will be the burden of the  
11 Company to establish, in any case arising from a positive test result, that the appropriate chain of  
12 custody has been maintained.  
13

14           The laboratory(s) selected must, upon request, identify the drugs tested for, the methods  
15 used, the manufacturers of the test, the analytical limits and levels used, the methods of reporting  
16 results and the chain of custody procedures used to produce forensically acceptable test results.  
17

18           To be qualified under this section, the laboratory must participate in a program of "blind  
19 proficiency" testing where they analyze samples sent by an independent party.  
20

21           **SECTION 7.** The drug test will be performed utilizing urinalysis to screen for the following  
22 substances:  
23

24           Amphetamines  
25           Cocaine  
26           Marijuana  
27           Opiates  
28           Phencyclidine  
29

30           The initial test shall use an immunoassay that meets the requirements of the Food and Drug  
31 Administration for Commercial Distribution.  
32

33           All specimens identified as positive in the initial test will be confirmed by a second procedure.  
34 Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of  
35 confirmation will be used. All confirmed positive test results will be verified by a Medical Review  
36 Officer prior to release to the Company.  
37

38           The Medical Review Office, upon written request from the employee, will report test results to  
39 the Craft Maintenance Council President.  
40

41           The Union agrees, in order to begin the program, that University Services is an acceptable  
42 Medical Review Officer but reserves the right to withhold approval of University Services with  
43 adequate notice in the event that University Services status should change in the future.  
44

45           **SECTION 8. The initial drug test levels and confirmatory drug test levels shall be those**  
46 **contained in the Substance Abuse and Mental Health Services Administration's (SAMHSA)**  
47 **Mandatory Guidelines for Federal Workplace Drug Testing Programs, and may be modified to**  
48 **incorporate any changes SAMHSA makes to the testing levels and /or the substances for**  
49 **which testing is performed.**  
50

51           In the event that the Company elects to utilize tests other than the EMIT screen or the GC/MS  
52 Confirmation, the Company will give the Union written notice of the test methodology used and the  
53 threshold levels employed.  
54

55           (a) Positive thresholds for any other test methodologies will be reviewed with the Union  
56 before they are applied. Any dispute over the acceptability of such alternative test  
57 methodologies or the positive test threshold to be applied shall be resolved by  
58 arbitration.

- 1  
2 (b) It will be the burden of the Company to establish the acceptability of the test and the  
3 reasonableness of the threshold.  
4

5 **SECTION 9.** The laboratory shall preserve a sufficient aliquot specimen as to permit  
6 independent confirmatory testing by the employee and follow-up re-analysis at the request of the  
7 Union or the employer. Any re-analysis performed will be done on the original sample provided. The  
8 Medical Review Officer shall endeavor to notify the employer and the employee of positive test results  
9 within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-  
10 analysis within three (3) working days from notice of positive test result. Additionally or as an  
11 alternative, the employee may have the sample tested at a certified laboratory of his/her choice.  
12 Should this test result be negative, the test results will be considered negative.  
13

14 **SECTION 10.** Initial tests and re-analysis requested by the Company will be paid by the  
15 Company; costs of re-analysis for reconciliation will be split between the employee and the Company.  
16 In the event the initial test is proven to be a false positive the employee shall be reimbursed for cost of  
17 test procedures paid for by the employee.  
18

19 **SECTION 11.**

- 20  
21 (a) The Company will test the employee through an evidentiary alcohol breath analyzer  
22 which conforms to the same standards as cited below. The parties agree that use of  
23 an evidentiary alcohol breath analyzer, which is properly calibrated and which is  
24 operated by a certified technician, shall be conclusive proof of the accuracy of the  
25 results.  
26  
27 (b) Where employees elect under this policy to submit blood samples for alcohol testing,  
28 the samples will be taken in an appropriate collection facility. The collection facility  
29 and laboratory will use the same or equivalent chain of custody procedures and  
30 exercise the same or an equivalent level of professional care and scientifically  
31 accepted standards and procedures in the collection and testing of blood samples for  
32 the presence of alcohol as with urine samples for the presence of drugs.  
33  
34 (c) If a test reveals the presence of alcohol at a level greater than 0.00% but less than  
35 0.04%, the employee shall not be permitted to work for the remainder of the day. In  
36 this situation, the employee will be released from their shift (unpaid). Upon returning  
37 to duty, the employee is subject to a second alcohol test. If the second test finds any  
38 detectable alcohol concentration, the employee may be subject to disciplinary action,  
39 up to and including termination.  
40

41 An employee found to have any alcohol level of less than 0.04% twice within a six (6)  
42 month period may be subject to disciplinary action, up to and including termination.  
43

44 If a test reveals the presence of alcohol at a level of 0.04% or more by weight, it shall  
45 be presumed that the employee has a positive test and has violated this policy.  
46

- 47 (d) The Company reserves the right, prior to implementation of this policy, to abandon  
48 completely blood samples in favor of the alcohol breath analyzer referenced above,  
49 with the exception of employee-requested blood tests subsequent to a positive  
50 breathalyzer test.  
51

52 **SECTION 12.**

- 53  
54 (a) No employee shall be discharged solely as the result of a positive drug or alcohol test  
55 pursuant to Section 1(a) or 1(b) above, so long as he/she agrees to participate in an  
56 EAP, the cost of which will be covered by the Company provided health insurance to  
57 the extent provided under the plan terms. Failure to seek and receive EAP  
58 assistance and failure to abide by the terms and conditions of the prescribed

1 treatment will be grounds for discharge. In instances where it is necessary, a leave  
2 of absence may be granted for treatment or rehabilitation through the EAP on the  
3 same basis it is granted for other medical conditions.  
4

5 (b) If the conduct of an employee who has tested positive is independently subject to  
6 discipline pursuant to the terms of the collective bargaining agreement, discipline will  
7 be judged by the contractual just cause standard, but use of drugs and/or alcohol  
8 shall not be a defense.  
9

10 (c) A positive random test after referral to the EAP shall be conclusive proof of just cause  
11 for termination.  
12

13 **SECTION 13.** Test results shall be communicated by the Medical Review Officer, or the  
14 designated Company representative. The Company shall be responsible for maintaining  
15 confidentiality of test records and test results will be communicated to job site management strictly on  
16 a "need to know" basis. Employee drug test records shall not be released outside the Walt Disney  
17 World Co. medical department unless required by administrative action initiated by the employee or  
18 the Union. The employee shall be entitled to written notification of positive drug test results. Copies  
19 of such reports will be provided to the Union when authorized by the affected employee.  
20

21 **SECTION 14.** Except to the extent the employee(s) withholds consent as to particular  
22 documents personal to him/her, the Company agrees to provide the Union, in advance, with whatever  
23 documentation or information the Union reasonably requires to process the grievance and/or  
24 arbitration. By establishing this policy, neither the Company nor the Union waives any legal rights.  
25 The parties agree that this drug policy shall not diminish the rights of individual employees under state  
26 or federal law relating to drug testing.  
27

28 **SECTION 15.** The Company shall provide education for management personnel regarding  
29 observation techniques, the availability and desirability of the Employee Assistance Programs and the  
30 need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining  
31 confidentiality of all drug-related information and referring employees who may have a problem to  
32 appropriate counseling. The Company and the Union will provide for all personnel, on Company time,  
33 an orientation program prior to implementation of the policy and will answer questions posed by  
34 employees regarding the policy's application.  
35

36 **SECTION 16.** The Company agrees that it shall indemnify and hold the Union harmless  
37 against any and all complaints, claims, judgments, or demands that may arise out of, or in any way  
38 are related to, the Union's negotiation or participation in the foregoing drug policy applicable to  
39 bargaining unit employees and applicants, or the Company's activities in carrying out this drug testing  
40 program.  
41

## 42 **ARTICLE 16 - SENIORITY**

43

### 44 **SECTION 1.**

45

46 (a) The principles of seniority shall be observed in layoffs and recalls. The parties hereto  
47 recognize that there may be certain deviations from these principles. The Company  
48 agrees in such instances to discuss proposed deviations from the applications of the  
49 seniority principle with the appropriate Union Representative. Unless required to  
50 deviate for reasons of employee qualifications necessary for the efficient operation of  
51 the Company, the Company shall adhere to seniority for layoffs, recalls, transfers,  
52 days off, vacation selection, and in establishing work schedules by central or area  
53 location. Any deviation from seniority in these areas will be discussed with the Union  
54 prior to implementation. The determination of an employee's qualifications shall be  
55 made by the Company, but any dispute arising under this Section shall be subject to  
56 the Grievance Procedure. The Company will make every effort to reassign as quickly  
57 as is practical, employees exercising their seniority under this provision.  
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(b) New employees hired in the Central Shops after October 5, 1997, will have no bumping rights when affected by layoff except within the departments of the Central Shops. **In an ongoing effort to remain competitive and drive efficiency in the Central Shops, the Company and the Union agree to allow cooperative work to take place between the trades. This cooperative work will allow craftworkers to perform work outside their trade no more than ten percent (10%) of the time as measured on a quarterly basis.**

(c) Effective April 1, 1994, Lake Buena Vista employees shall be subject to the terms and conditions of Articles 16 and 18, prospectively, with respect to layoffs.

(d) The Company shall schedule an annual bid for shifts and days off by department.

**SECTION 2.** All job bids will be posted on the Hub (Portal) for a period of five (5) working days (excluding weekends and holidays) and the most senior employee will automatically be transferred into the new job. An interview process may be desirable. An employee who refuses that job, will forfeit his/her eligibility to bid for another **(6) six** months. An employee may exercise his/her seniority in connection with a lateral transfer not more than once in a **(12) twelve** month period. Employees successfully bidding into the positions of Area Mechanic, Attractions Mechanic (Carpenters) or Area Ride and Show Technicians, Computer Ride and Show Technicians (Electricians) will be required to remain in their new positions for a period of not less than two (2) years, prior to being allowed to bid to another Department. Exceptions would only be by mutual agreement of the parties. The Company may designate positions, which require extensive training or are in new project openings, which will be posted with a required commitment of one year continuous service prior to eligibility for a subsequent lateral transfer. A new hire employee may exercise his/her seniority in connection with a lateral transfer as outlined above upon completion of one year continuous service.

**SECTION 3.** It is further agreed that the seniority principle as herein outlined shall be by job classification.

**SECTION 4.** Any dispute on the application of the seniority principle shall be subject to the Grievance Procedure.

**SECTION 5.** All new employees shall be considered probationary employees until they have worked ninety (90) calendar days. The Company reserves the right to terminate their employment for any reason, except those specified in Article 13 (Nondiscrimination), until they have completed such probationary period and any employee terminated under this provision shall have no recourse to the Grievance Procedure unless a violation of Article 13 is alleged.

(a) When an employee, other than a temporary employee, completes ninety (90) calendar days from his/her most recent date of hire he/she shall be credited with all continuous service retroactive to his/her most recent date of hire.

(b) A probationary employee shall not be entitled to holiday benefits until he/she has completed thirty (30) calendar days of work from his/her most recent date of hire.

(c) When an employee is hired as a journeyman for a full time job opening, he/she may be employed on any shift for purposes of orientation and supervision provided he/she does not displace a full time employee from that shift.

(d) A temporary employee who is terminated, and is subsequently rehired within six (6) consecutive calendar days, will have his/her seniority bridged. The date of termination and rehire shall be inclusive in computing the six (6) days.

**SECTION 6.** Temporary employees shall be defined as those who are hired to accommodate a specific period of expanded activity, i.e., peak seasons, holidays, or for work on a

1 specific project for a short period (not to exceed one hundred eighty [180] days). The Company will  
2 notify the respective Union in writing of the nature of the job opening and the approximate length of  
3 time the job will last.

- 4
- 5 (a) An employee hired on a temporary status does not participate in Company benefits,  
6 such as vacations and holidays, except that when he/she has completed thirty (30)  
7 days of work from his/her most recent date of hire he/she shall be entitled to receive  
8 holiday benefits for which he/she has otherwise qualified.
- 9 (b) The Company shall have full selectivity relative to the layoff and rehire of a temporary  
10 employee.
- 11
- 12 (c) A temporary employee who is converted to full time status shall receive a seniority  
13 date which is identical to his/her most recent date of hire as a temporary employee,  
14 and shall receive credit for all straight time hours worked from his/her seniority date,  
15 for longevity wage increases, vacation accrual, or any other benefits, where accrued  
16 hours may be a factor.
- 17
- 18 (d) If prior to the expiration of the one hundred eighty (180) day temporary work period  
19 the Company determines that a full time opening(s) exists in a particular job  
20 classification, the Company shall notify the Union of this opening in accordance with  
21 Article 14 of this Agreement prior to the time that any temporary employee is  
22 promoted to this job opening.

23

24 **SECTION 7.** The Company agrees that Sections 5 and 6 will not be utilized to evade the  
25 purposes of this Agreement.

26

27 **SECTION 8.** Classification seniority may be maintained by an employee who is transferred  
28 to another classification or promoted out of the bargaining unit. In the case where an employee is  
29 transferred back into the position held prior to transfer, seniority may be maintained for six (6)  
30 consecutive months, and in the case where an employee is transferred back into the position held  
31 prior to promotion, seniority may be maintained for twelve (12) consecutive months, except that an  
32 employee who is transferred to another classification within the bargaining unit, and thereafter is laid  
33 off, may exercise his/her seniority to the extent of his/her length of service in any prior job  
34 classification to return to that classification irrespective to the period of time away from the employee's  
35 prior classification.

36

37 **SECTION 9.** Classification seniority may be maintained for a period of two (2) years by an  
38 employee who is transferred/promoted out of the bargaining unit to a position in The Walt Disney  
39 Company, outside of the continental United States. The parties agree to limit the provisions of this  
40 section to a maximum of twenty-five (25) employees at any one time.

41

42

43

44 **ARTICLE 17 - TRAINING PROGRAM**

45

46 **SECTION 1.** The Union and the Company recognize that, for many reasons the  
47 maintenance of the Walt Disney World Resort facilities is unique. It is agreed that a maintenance  
48 training program may be required for certain classifications of work. Thus, training programs may be  
49 developed by the Company to train employees in the skills needed, both manual and technical. The  
50 time required for training these employees may differ according to the ability and background of the  
51 trainees and the classification of work for which they are being trained. The trainee shall be rotated  
52 through each phase of the classification within the particular seniority unit, to ensure basic  
53 Journeyman training. Trainee rates are listed in Addendum "A" attached. The Company will consult  
54 with the Union involved concerning modification or establishment of new training programs and a  
55 copy of the program will be given to the Union prior to implementation.

56

1           **SECTION 2.** Each training Committee will have at least one (1) Union Representative from  
2 the Craft Union involved.

3  
4           **SECTION 3.** Trainees will, whenever possible, work under a Journeyman.

5  
6           **SECTION 4.** Trainees will not be scheduled overtime work when Journeymen are  
7 available and desire the overtime assignment. However, where the extension of a regularly  
8 scheduled workday is required due to continuation of specific work started during such workday, the  
9 trainee assigned to the job shall be offered the overtime with the Journeyman.

10  
11           **SECTION 5.**

12  
13           (a) Areas that install or otherwise assume the maintenance of new equipment or systems  
14 or update existing equipment or systems with new technology will offer employees in  
15 the appropriate job classification(s) practical and technical training necessary to  
16 maintain employee proficiency.

17  
18           (b) Training shall first be offered to the most senior employees and the employee's  
19 acceptance/rejection of such training shall be documented in the employee's  
20 personnel records. Failure to accept training as provided in this section may result in  
21 the lay-off of a more senior employee who has refused said training.

22  
23           (c) It is the express understanding of the parties that the Company has no obligation to  
24 train existing employees for new job classifications which are established by the  
25 Company in accordance with the provisions of Article 20, Section 15, provided that no  
26 employees in related job classifications are laid off as a direct result.

27  
28           (d) It is understood by the parties that Sections 1 through 4 prescribe the agreement for  
29 the training of non journeyman trainees, whereas Section 5 is designed for the sole  
30 purpose of prescribing how journeymen will be trained.

31  
32           **SECTION 6.** Employees will be required to maintain regulated certifications by attending  
33 scheduled classes. Performing a task without required certification will result in discipline not  
34 excluding termination.

35  
36           **SECTION 7 Employees who fail any classification progression testing three (3) times**  
37 **will be required to complete skill enhancement training to be eligible to retake the test. The**  
38 **content of the training will be mutually agreed by the Company and the Union.**

## 39 40 41           **ARTICLE 18 - LAYOFF**

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43           **SECTION 1.** The affected Union(s) and the Craft Maintenance Council Coordinator will be  
44 notified as far in advance as possible of impending layoffs. An employee shall be laid off in  
45 accordance with the seniority provisions of this Agreement and shall be given, whenever possible,  
46 one (1) week advance notice of such layoff but in no event less than two (2) days notice except due to  
47 conditions beyond the control of the Company, such as fire, flood, hurricane, or other acts of God,  
48 and civil disturbances.

49  
50           **SECTION 2.**

51           (a) Any employee with one (1) year or more of seniority and who is laid off shall retain re-  
52 employment rights for twelve (12) months.

53  
54           (b) Any employee who has less than one (1) year of seniority and who is laid off shall  
55 retain re-employment rights for the length of time employed.

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57           (c) Employees who are recalled will maintain their seniority date and continuous service  
58 date for purposes of Company benefits.

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**SECTION 3.** A laid-off employee shall be notified of his/her recall by telephone at least seven (7) days prior to the date he/she is required to report. If employee cannot be reached by telephone, he/she shall be notified by certified mail to the address on record with the Company, mailed at least fourteen (14) days prior to the date on which he/she is required to report. A copy of any such written notice shall be mailed to the appropriate Union. The employee shall notify the Company within forty-eight (48) hours of recall notification as to his/her intent to return to work. Failure to do so shall result in loss of seniority.

**SECTION 4.** It is the responsibility of the employee to have his/her current address and telephone number on record in the Personnel Department and the union office.

**SECTION 5.** An employee who fails to report for work as scheduled on recall from layoff shall be considered to have voluntarily terminated his/her employment unless such employee has notified the Company of illness or a death in the family, prior to the date he/she was scheduled to report to work.

## ARTICLE 19 - LEAVES OF ABSENCE

### SECTION 1. TEMPORARY LEAVES OF ABSENCE.

- (a) An employee 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 reason.
- (b) 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.
- (c) Employees who are on temporary leave of absence will receive Credit toward scheduled step increases.
- (d) An employee who returns from temporary leave of absence within thirty (30) days or less will be assigned to the same department and shift that he/she was assigned to prior to the leave.

### SECTION 2. NON-OCCUPATIONAL MEDICAL LEAVE.

- (a) An employee requesting a non-occupational medical leave of absence must provide a written statement from their 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.
- (c) An employee who returns from medical leave of absence within forty-five (45) days or less will be assigned to the same department and shift that he/she was assigned to prior to the leave.



- 1 (d) An employee who fails to return from medical leave of absence or to seek a release  
2 to return to work from the medical leave of absence will be considered to have  
3 voluntarily terminated.  
4
- 5 (e) Pregnant employees must provide a written statement from their personal physician  
6 documenting any medication, work restrictions, and a designated date beyond which  
7 it is not satisfactory for her to continue working.  
8

9 Employees who are on a non-occupational leave of absence will receive credit toward  
10 scheduled step increases.  
11

12 **SECTION 3. MEDICAL LEAVES EXCEEDING ONE YEAR.** Those employees whose time  
13 on medical leave of absence **exceeding twelve (12) consecutive months** will have their  
14 employment with the Company terminated.  
15

16 **No Regular employee shall be granted leaves of absence that total more than fifteen  
17 (15) months in any twenty-four (24) month period.**  
18

19 **SECTION 4. EMPLOYEE MEDICAL INFORMATION.**  
20

21 An employee who has a medical condition or requires medication of any type or which may  
22 affect his/her ability to perform required duties must provide a written statement from his/her personal  
23 physician documenting the reason for the medication/condition, estimated duration and any work  
24 restrictions. Failure to provide such information on a timely basis may result in the employee's  
25 termination.  
26

27 **SECTION 5. OCCUPATIONAL MEDICAL LEAVES.**  
28

- 29 (a) Any employee on medical leave as a result of an on-the-job compensable injury shall  
30 retain and accrue seniority during such leave.  
31
- 32 (b) Upon being released for return to work, if the employee has been off forty-five (45)  
33 days or less, he/she will be assigned to the same department and shift that he/she  
34 was assigned to prior to the leave. If the employee has been off for more than forty-  
35 five (45) days, he/she will be placed in the same department to which he/she was  
36 assigned prior to the leave, provided he/she has the necessary seniority.  
37
- 38 (c) Employees who are on leave of absence for an occupational injury will receive credit  
39 toward scheduled step increases.  
40

41 **SECTION 6.** Continuous service accrues during a leave for purpose of benefit eligibility,  
42 provided that such leave does not exceed thirty (30) days or authorized extension thereto, and  
43 provided that the employee returns to work at the conclusion of the authorized leave.  
44

45 **SECTION 7.** No payment will be made for a holiday which occurs during an employee's  
46 leave. If the employee's leave terminates on the holiday or the day after, he/she will be eligible for  
47 holiday pay if he/she is available for work on his/her first scheduled shift after the holiday.  
48

49 **SECTION 8. JURY DUTY.** All full time employees are eligible for jury duty pay provided that  
50 they have completed their ninety (90) day probationary period.  
51

- 52 (a) The Company will pay an employee for his/her regularly scheduled shift, while  
53 service on jury duty, provided such time shall not exceed eight (8) hours in any day or  
54 forty (40) hours in any pay period week. Employees who are normally scheduled to  
55 work second or third shifts should be temporarily rescheduled to the first shift for the  
56 duration of the jury duty, but will be paid the appropriate shift differential. Employees  
57 shall not be eligible to receive more than twenty (20) days of jury duty pay in any  
58 calendar year. Deductions of jury duty fees will not be made unless service on the

1 jury exceeds one (1) week. Jury duty will not count towards the computation of  
2 overtime.

- 3  
4 (b) If an employee is released from jury duty and four (4) or more hours remain in his/her  
5 scheduled shift, he/she is required to return to work that day.  
6  
7 (c) The Company reserves the right to petition the court to excuse any eligible employee  
8 for jury service when such employee's services are needed by the Company because  
9 qualified replacements are not available or the employee's absence would result in a  
10 hardship to the Company.

11  
12 **SECTION 9. BEREAVEMENT LEAVE.**

- 13  
14 (a) Employees bereaved by the death of a member of their immediate family are granted  
15 time off with pay for time necessary to travel to and from the funeral location and  
16 attendance at the funeral.  
17  
18 (b) The deceased must be a spouse, qualified same-sex domestic partner, child, step-  
19 child, grandchild, parent, parent-in-law, grandparent or sibling of the employee. If an  
20 employee was especially close to or had responsibility for a relative other than these,  
21 bereavement leave may be granted by the Area Executive and Labor Relations.  
22  
23 (c) Bereavement leave shall be paid up to a maximum of five (5) days. An employee will  
24 be entitled to receive three (3) days of paid leave, to attend in-state funerals and five  
25 (5) days of pay paid leave, to attend out-of-state funerals. Additional unpaid time  
26 may be granted where appropriate.  
27  
28 (d) Bereavement leave benefits may not be accumulated, nor will any employee be paid  
29 in lieu of any unused bereavement leave. An employee, who is on a leave of  
30 absence to care for a relative covered above, will be eligible for bereavement pay in  
31 the event of the death of that relative. Bereavement leave will not count towards the  
32 computation of overtime.

33  
34 **SECTION 10. LEAVE FOR UNION BUSINESS.** An employee accepting a full-time position  
35 with the Union shall be entitled to a leave of absence for a period not to exceed one (1) year without  
36 pay from the date of accepting such position during which time he/she shall retain and accumulate  
37 seniority. In the event that a union business leave exceeds sixty (60) days, continuation of the  
38 employee's health care coverage will be subject to COBRA.

39  
40 **SECTION 11. FAMILY AND MEDICAL LEAVE ACT OF 1993.** The Company and the Union  
41 acknowledge that the provisions of the Family and Medical Leave Act of 1993 apply to the employees  
42 working under this Agreement. Thus, nothing in this Agreement shall be construed as being  
43 inconsistent with the requirements of the Act. In this regard, the Company and the Union commit to  
44 meet to resolve potential conflicts between the Family and Medical Leave Act of 1993 and the  
45 Agreement. **An employee taking Family Medical Leave (FML) for the care of qualifying family**  
46 **members must apply any accrued/unused Vacation in accordance with the Company's**  
47 **Employee Policy Manual.**

48  
49 **ARTICLE 20 - WAGE RATES, HOURS OF WORK, AND OVERTIME**

50  
51 **SECTION 1.** Attached is Addendum "A" which lists the job classifications, wage rates, and  
52 special conditions relative to them.

53  
54 **SECTION 2. PAYROLL WEEK.** A payroll week is a period of seven (7) days starting at 8:00  
55 a.m. on each Sunday and ending at 8:00 a.m. on the same day in the following week. The Payroll  
56 Week may be changed once during the term of this agreement by the Company upon giving two (2)  
57 week's notice to the Union.  
58

1           **SECTION 3. WORKWEEK.** Individual employee workweeks shall consist of forty (40) hours  
2 in the seven (7) day period commencing at the start time of the first five scheduled workdays and  
3 ending at the same time on the eighth calendar day following. This does not constitute a guaranteed  
4 workweek for pay purposes. The standard forty (40) hour work week will not be changed unless  
5 mutually agreed upon by both the Company and the Union. Employees may be offered individual  
6 opportunities to work voluntarily reduced hours workweek schedules.  
7

8           **SECTION 4. WORKDAY.** A regularly scheduled workday shall consist of eight (8) hours.  
9

10           **SECTION 5. SCHEDULES.**

- 11
- 12 (a) An individual employee will be assigned any combination of two (2) consecutive days off  
13 within a seven (7) consecutive day period.
  - 14 (b) The Company may change an employee's shift provided the employee is given five (5)  
15 days notice. If less than five (5) days notice is provided, the employee will be paid one  
16 and one-half (1-1/2) times the regular straight-time rate for those hours worked outside of  
17 the regularly scheduled shift. A temporary shift change must be for five (5) consecutive  
18 days.
  - 19 (c) The Company may change an employee's shift start time up to two (2) hours, without  
20 notice or penalty, when the necessity for the change is the result of extreme weather  
21 conditions or conventions/special events scheduling.
  - 22 (d) **When the Company requires an employee to change the employee's shift**  
23 **on a temporary basis, the employee shall receive the shift premium for the**  
24 **shift the employee is moved to or the shift premium of the employee's**  
25 **regular shift, whichever is higher.**

26           **SECTION 6.**

- 27
- 28 (a) The Company shall pay time and one-half (1-1/2) for all consecutive hours worked in  
29 excess of eight (8) hours beginning at the start of any regularly scheduled shift.  
30
  - 31 (b) The Company will pay double time (2 xs) for all hours commencing with the  
32 seventeenth (17) cumulative hour when an employee has worked more than sixteen  
33 (16) consecutive hours.  
34

35           **SECTION 7.** Employees shall be paid one and one-half (1-1/2) times their regular straight  
36 time hourly rate for all hours worked in excess of forty (40) straight time hours in any one workweek,  
37 or such other applicable overtime rate as specified in the following sections of this Article. Vacation  
38 and holidays will count towards computing overtime.  
39

40           **SECTION 8.** Employees who work on the first of their two (2) scheduled days off will be  
41 paid at the rate of time and one-half (1-1/2) their regular straight time rate, and employees who work  
42 on the second of their two (2) days off will be paid at double their regular straight time rate provided  
43 such employees have worked each of their five (5) scheduled workdays in the workweek if work is  
44 available to them unless prevented from doing so by occupational injury and/or occupational illness.  
45 The employee must also work the first day of his/her next regular scheduled shift unless the  
46 employee's failure to work such shift was due to personal illness, injury, or death in the immediate  
47 family and the employee satisfies the Company in this respect.  
48

49           **SECTION 9.** Where two (2) or more premium rates apply to the same hour of work, the  
50 higher will be paid, and there will be no pyramiding of any premium rates.  
51

52           **SECTION 10.** In the event an employee incurs a serious occupational illness or injury and  
53 the Medical Department excuses the employee from further work on that day, he/she shall be paid the  
54 unworked balance of his/her regularly scheduled shift.  
55

56           **SECTION 11.** A one-half (½) hour unpaid lunch period as near the midpoint of the shift as  
57 practical will be assigned each employee.  
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**SECTION 12.**

- (a) The Company shall schedule starting times, shifts, and days off in accordance with the needs of the operation. Any shift which begins at or after 4:00 p.m. and before 10:00 p.m. will be paid a shift premium of fifteen cents (\$.15) per hour, effective October 4, 2009, twenty (\$.20) cents per hour and effective October 3, 2010, twenty-five cents (\$.25) per hour. Effective April 2, 2006, if more than fifty percent (50%) of his/her work shift is between 4:00 p.m. and midnight, he/she will be eligible for the fifteen cents (\$.15) per hour shift premium, effective October 4, 2009, twenty (\$.20) cents per hour and effective October 3, 2010, twenty-five cents (\$.25) per hour. Employees regularly scheduled to commence work at or after 10:00 p.m. and at or before 4:00 a.m. who work the scheduled seven and one-half (7-1/2) hours will be paid eight (8) hours pay and will be paid a premium of forty cents (\$.40) per hour, effective October 4, 2009, one dollar (\$1.00) per hour and effective October 3, 2010, one dollar twenty cents (\$1.20) cents per hour in addition to their straight-time rate for their scheduled workday. Effective October 4, 2009, the one-half (1/2) hour bonus is eliminated. Effective April 2, 2006, new hires and transfers to third shift will receive an eighty cents (\$.80) per hour shift premium with no bonus one-half (1/2) hour. In addition, if more than fifty percent (50%) of his/her work shift is between midnight and 6:00 a.m., he/she will be eligible for the eighty cents (\$.80) per hour shift premium, effective October 4, 2009, one dollar (\$1.00) per hour and effective October 3, 2010, one dollar twenty cents (\$1.20) cents per hour.
- (b) In the case of an operation which is scheduled to work on multiple shift basis, two (2) or three (3) shifts which relieve each other, the second and third shifts will receive the shift premiums provided above without regard to the hours the shifts begin.

**SECTION 13.** New job classifications and wage rates for such new job classifications will be established by the Company. Prior to the implementation of any new or substantially changed job classification or work operation, the Company will discuss such action with the appropriate Union. 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 five (5) 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 of the job classification was installed.

**SECTION 14.**

- (a) Overtime will be distributed as equitably as possible over a twelve (12) month period among all qualified employees by shift, department, and classification.
- (b) Overtime rosters will be posted in each department and the steward and supervisor assigned to such area shall jointly review the roster on a quarterly basis. These rosters shall include both overtime hours worked and charged by employee.
- (c) Employees do not have the right to arbitrarily refuse to perform overtime work except where they have a compelling reason why they are unable to work overtime.
- (d) If emergency overtime is required, all employees are expected to respond. If an insufficient number accept the assignment, the least senior qualified employee(s) shall be assigned the work.

**SECTION 15. EQUALIZATION.**

- (a) Equitable overtime equalization shall be defined as follows:

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1. Rosters with a maximum of eighty (80) hours where all employees are within sixteen (16) hours of the highest amount.
2. Rosters with a maximum in excess of eighty (80) hours where all employees are within thirty-three percent (33%) of the highest amount.

(b) An employee will not be charged on the overtime roster for the following reasons:

1. When working overtime while on loan to another department;
2. When out sick, on jury duty, or any leave for five (5) days or less;
3. While on vacation for five (5) days or less;
4. When given two (2) hours or less notice to work overtime and does not work.
5. Rideout crews provided the principles of seniority are maintained in the selection of participants for the crews.

(c) An employee will be charged on the overtime roster for the following reasons:

1. When refusing to work on either of his/her scheduled day off, continuation of shift, or recall. The hours charged will be the maximum hours worked by anyone in the crew;
2. When working overtime, the hours charged will be based on the appropriate rate, i.e. straight time (1 for 1), time and one-half (1.5 for 1) or double time (2 for 1);
3. When working more than seven and one-half (7-1/2) hours while on third shift;
4. When returning to work from a leave of absence or layoff. The hours charged will be the average of overtime worked while he/she was on leave or layoff;
5. When the employee is working a shift that includes scheduled overtime, and he/she leaves early, he/she will be charged for the overtime he/she would have worked;
6. When released by management while working overtime, employee will be charged only for actual hours worked. Otherwise, he/she will be charged the maximum amount of hours worked;
7. When attending a grievance meeting after their scheduled shift;
8. When out sick, on jury duty or any leave for more than five (5) days;
9. While on vacation for more than five (5) days;
10. Employees who accept an overtime assignment and fail to report to work will be charged twice the number of hours which would have been paid; after one (1) occurrence per year will be charged an absence on the attendance matrix.
11. An employee offered overtime within two (2) hours from the end of his/her shift who refuses such overtime will not be charged for the time he/she would have worked, unless the need for the overtime was caused by weather conditions, attraction 101, critical equipment failure, or employee call-in occurring within the last two (2) hours of the shift;

1 12. The following employees entering a department or changing shifts during the  
2 calendar year/equalization period, shall be Credited with the average number of  
3 hours worked in such department:  
4

- 5 - Employees transferring to a new department/shift
- 6 - Employees returning from layoff status
- 7 - Employees returning from leave of absence
- 8 - C.T. employees converting to full time

9  
10 (a) The equalization provisions of this section have no application to new  
11 hires until the first of the calendar year following employment.

12 (b) No rights to equalization exist unless the employee is on the active  
13 payroll as a full-time employee as of December 31st.

14 (c) An employee who has equalization rights and is discharged or voluntarily  
15 terminates loses all rights to equalization.  
16

17 (d) Working Foremen shall be included on the overtime rosters. Legitimate  
18 qualifications may justify deviation from equalization.  
19

20 (e) The equalization provisions of this section have no application to fourth  
21 quarter emergency overtime resultant from such events as hurricane  
22 coverage/clean-up.  
23

24  
25  
26 **ARTICLE 21 - PAYDAY**  
27

28 Employees shall be paid weekly and their pay will not be delayed more than six (6) days from  
29 the end of each payroll week, providing, however, that if a payday falls on an employee's regularly  
30 scheduled day off or a paid holiday, he/she shall receive his/her paycheck on his/her next regularly  
31 scheduled workday. An employee shall receive vacation pay on his/her last payday of work prior to  
32 the commencement of his/her vacation.  
33

34  
35 **ARTICLE 22 - REPORT PAY**  
36

37 **SECTION 1.** Each employee shall keep the Personnel Department and the Division Office  
38 informed of his/her current address and telephone number.  
39

40 **SECTION 2.** Employees who report for work and who were not given prior notice not to  
41 report, and who are not put to work will be given two (2) hours pay.  
42

43 **SECTION 3.** Employees who report for work and are put to work will be given four (4)  
44 hours work.  
45

46 **SECTION 4.** Employees who report for work and are put to work and who work in excess  
47 of four (4) hours will be permitted to complete their regular scheduled shift for that day.  
48

49 **SECTION 5.** No reporting pay will be due an employee if work is not available for him/her,  
50 due to conditions beyond the control of the Company, such as fire, flood, hurricane, or other acts of  
51 God, civil disturbances, and threats of harm.  
52

53  
54 **ARTICLE 23 - CALLBACK PAY**  
55

56 **SECTION 1.** Callback pay shall apply to that period of time starting after an employee  
57 leaves work following completion of his/her regular shift within his/her workday.

1  
2           **SECTION 2.** An employee who, during such period of time, is called back to work, shall be  
3 paid a minimum wage equal to four (4) hours at time and one-half (1-1/2) his/her regular straight time  
4 hourly rate.  
5

6  
7                           **ARTICLE 24 - WORKING FOREMAN AND PLANNED WORK SPECIALIST**  
8

9           **SECTION 1. WORKING FOREMAN**  
10

11           (a) Working Foremen may be designated by the Company in any classification set forth  
12 in Addendum "A." No employee will be designated as Working Foreman with less  
13 than twelve (12) months seniority in the bargaining unit.  
14

15                           The assignment or performance-related removal of a Working Foreman status shall  
16 be at the sole discretion of the Company and shall not be subject to the provisions of  
17 Article 7 of this Agreement. However, the removal of a Working Foreman status for  
18 disciplinary reasons shall be for just cause and will be subject to the provisions of  
19 Article 7. Temporary Working Foreman shall be stasured as full-time Working  
20 Foreman after thirty (30) continuous days of temporary Working Foreman status.  
21

22           (b) Working Foremen have authority over a group of workers, a particular operation, or a  
23 section of a plant and lead and give directions to employees. They are responsible  
24 for the efficient performance of all employees assigned to their crew, and are  
25 responsible for the quality of work for all non-journeymen, irrespective of craft, and  
26 journeymen in their primary craft. Working Foremen have no authority to make  
27 personnel decisions such as hiring, terminating, transfers, promotions, or disciplinary  
28 action.  
29

30           (c) Direct supervision will be responsible for actions taken by a Working Foreman that  
31 are inconsistent with any Article of this Agreement.  
32

33           (d) Status as a Working Foreman will not be utilized as a factor for the Company to  
34 deviate from the principles of seniority in a lay-off. Working Foremen may be  
35 assigned to the requisite shift and/or days off based on operational requirements.  
36 The Business Agent will be given advance notification of any seniority scheduling  
37 deviations.  
38

39           **SECTION 2. PLANNED WORK SPECIALIST**  
40

41           (a) Planned Work Specialists may be designated by the Company in any classification  
42 set forth in Addendum "A." All employees designated as Planned Work Specialist will  
43 have previously worked a minimum of twelve (12) months in the bargaining unit. Such  
44 bargaining unit work is not required to be contiguous to the assignment as a Planned  
45 Work Specialist. The Company reserves the right to start an employee at any point in  
46 the rate range contained in Addendum "A."  
47

48           (b) The Company will determine the qualifications for employees who are placed in the  
49 Planned Work Specialist classification. Job duties and qualifications may vary from  
50 department to department, and may include working with tools. Such cumulative  
51 time, working with tools, shall not exceed one (1) hour of any eight (8) hour shift,  
52 except for work performed in accordance with Article 27, Emergency Work and  
53 Running Repairs.  
54

55           (c) Planned Work Specialists will perform their duties for multi-crafts, and may lead and  
56 give direction to worker(s) and/or a Working Foreman. Planned Work Specialists  
57 have no authority to make personnel decisions such as hiring, terminating, transfers,  
58 promotions, or disciplinary action.

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- (d) The Company reserves the right to remove any employee from the Planned Work Specialist classification who is not performing to acceptable standards, without recourse to Article 7, Grievance Procedure.
  
- (e) The following Articles of this Agreement do not apply to the Planned Work Specialist job classification:
  - 1. Article 10 - Planned Work Specialists will not be appointed as stewards.
  - 2. Article 14 - The Company reserves the right to unilaterally select the individuals who go into this classification. No posting will be required and the applicant may or may not be chosen from existing craftworkers.
  - 3. Article 16 - The principles of seniority will not apply to this classification. However, any employee who is promoted to a Planned Work Specialist from a unit classification will retain and continue to accrue seniority in that particular classification and will be treated as an extension of that classification for seniority purposes. This seniority may be exercised by the individual in the event of a reduction.
  - 4. Article 18 - The provisions of this Article applies with the exception of seniority provisions.
  - 5. Article 20 - Planned Work Specialists will not be included in the overtime roster for any purpose. The Company reserves the right to change the Planned Work Specialist shift as to start time and days off with no prior notification and with no payment penalty.
  - 6. Article 24 - Working Foreman.
  - 7. Article 24 - Area Mechanic.
  - 8. Article 26 - Planned Work Specialists may, at times, perform the same work as selected salaried personnel.
  - 9. Article 31 - The provisions of this Article apply with the exception of the requirement for safety shoes.
  - 10. Article 32 - The provisions of this Article apply, however, the Company does not intend to provide costumes to Planned Work Specialists and will not allow dress and travel time.

**ARTICLE 25 - AREA MECHANIC CLASSIFICATION**

**SECTION 1.** The Area Mechanic classification shall consist of employees who are skilled in more than one (1) craft. The Company shall determine the skills required in the Area Mechanic classification and shall designate the Unions which are generally accepted as representing these skills.

**SECTION 2.** Designation of the employees to the classification shall be made by the Company. Employees transferred to the Area Mechanic classification shall retain their seniority in their prior classification.

**SECTION 3.** Employees classified as Area Mechanics will be assigned work in their primary craft a majority of the time on a quarterly basis.





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

3 **SECTION 2.**

- 4  
5 (a) Each employee (except as provided in Article 16, Section 5) will receive holiday pay  
6 at the employee's regular straight time rate for each such holiday not worked,  
7 providing he/she works his/her scheduled shift prior to and the first scheduled  
8 workday immediately following such holiday. If the employee's failure to work his/her  
9 regularly scheduled shifts immediately before and the first scheduled workday after  
10 the holiday was due to personal illness, injury, or death in the immediate family and  
11 the employee satisfied the Company in this respect, he/she shall be eligible to  
12 receive holiday pay. Permanent employees will be offered any opportunity to work on  
13 a holiday, prior to probationary or temporary employees. Employees on an  
14 authorized leave of absence of six (6) days or longer are not eligible for holiday pay.  
15  
16 (b) All regular full-time employees are eligible for holiday pay after working thirty (30)  
17 calendar days of continuous service, providing they work their scheduled shifts prior  
18 to and immediately following such holiday.

19  
20 **SECTION 3. PERSONAL HOLIDAYS**

21  
22 Personal holidays shall require two (2) weeks advance notice for scheduling and shall be  
23 granted consistent with operational requirements. In the event all requests for a particular day cannot  
24 be approved due to operational requirements, seniority shall prevail in granting the holiday.  
25 Disapproval must come from Director level and above.

26  
27 Personal holidays will be scheduled and taken within the following provisions:

- 28  
29 (a) Must be taken within the calendar year;  
30 (b) May not be carried over from year-to-year, or paid off at time of termination;  
31 (c) Do not effect the use of sick leave days for personal time off;  
32 (d) Will be considered as time worked for the computation of overtime;  
33 (e) May only be taken in one (1) full shift increment.  
34 (f) Employees with less than one (1) year of service as a full-time employee on  
35 January 1 will be credited with one personal holiday on each of the following posting  
36 dates: March 1, June 1, and September 1. An employee must be stasured as a full-  
37 time employee on the posting date to receive the personal holiday. (This would apply  
38 to any employee hired January 1, 2001 or after.)

39  
40 **SECTION 4.**

- 41  
42 (a) Each employee (other than temporary employee as defined in Article 16, Section 5)  
43 who works on a recognized holiday, and who works his/her scheduled shifts prior to  
44 and immediately following the holiday worked, shall receive his/her holiday pay plus  
45 his/her straight-time rate for all hours worked in his/her scheduled shift.  
46  
47 (b) Double time the employee's regular rate shall be paid for hours worked in excess of  
48 eight (8) hours on a paid holiday.  
49  
50 (c) Double time the employee's regular rate shall be paid for hours worked on the holiday  
51 outside his/her normal shift.  
52



1           **SECTION 3. VACATION HOURS ACCRUED**

- 2           (a)       Vacation hours accrued shall become available to be taken by the employee during  
3                   the calendar year in which they are accrued, per the accrual of vacation time formula  
4                   listed below.  
5  
6           (b)       An employee reclassified from temporary status to full-time status shall receive credit  
7                   for the number of straight-time hours worked from his/her most recent date of hire as  
8                   a temporary employee, provided that he/she complies with the eligibility requirements  
9                   in (a) above.

10           **SECTION 4. VACATION ACCRUAL FORMULA:**

- 11           (a)       Two (2) Week Vacation Accrual Formula:  
12  
13  
14

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

- 15           (b)       Employees will be eligible to **accrue** three (3) weeks of vacation on January 1st of  
16                   the calendar year in which the fifth (5<sup>th</sup>) anniversary of continuous service will occur.  
17                   **For example, an employee whose fifth (5<sup>th</sup>) anniversary is on October 1, 2013, will begin accruing three (3) weeks of vacation on January 1, 2013 based on the vacation accrual formula listed in (c) below.**  
18  
19

- 20           (c)       Three (3) Week Vacation Accrual Formula:  
21  
22

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

- 23           (d)       Employees will be eligible to **accrue** four (4) weeks of vacation on January 1st of the  
24                   calendar year in which the seventeenth (17<sup>th</sup>) anniversary of continuous service  
25                   occurs. **For example, an employee whose seventeenth (17<sup>th</sup>) anniversary is on**

1 **October 1, 2013, will begin accruing four (4) weeks of vacation on January 1,**  
2 **2013 based on the vacation accrual formula listed in (e) below.**

3  
4 (e) Four (4) Week Vacation Accrual Formula:  
5

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

6 **SECTION 5. VACATION ACCRUAL**  
7

- 8 (a) Employees shall not accumulate more than two (2) times their current annual  
9 vacation hours. For example, if an employee is currently accruing eighty (80) hours  
10 of vacation, he/she may accumulate a maximum of one hundred-sixty (160) hours of  
11 vacation; if currently accruing one hundred-twenty (120) hours of vacation, he/she  
12 may accumulate a maximum of two hundred-forty (240) hours of vacation; and if  
13 currently accruing one hundred-sixty (160) hours of vacation, he/she may accumulate  
14 a maximum of three hundred-twenty (320) hours of vacation.  
15  
16 (b) When the vacation cap is reached (two (2) times their current annual vacation  
17 hours), an employee will cease to accrue any additional vacation time until vacation  
18 hours are taken. An employee will again begin to accrue vacation only after he/she  
19 is below his/her cap. Vacation accrual is not retroactive to the date on which the  
20 accrual ceased.  
21

22 **SECTION 6. PAY RATE FOR VACATIONS**  
23

24 Vacations will be paid at the straight-time rate in effect at the time the vacation is  
25 taken. An employee will be paid his/her stated straight-time hourly rate plus any  
26 appropriate stated shift premium or Working Foreman differential being received by him/her  
27 immediately prior to the time he/she takes his/her vacation. This rate should be the same  
28 base rate which is used in computing overtime.  
29

30 **SECTION 7. VACATION SCHEDULING**  
31

- 32 (a) Due to the nature of the Company's operations and requirement for specified skills,  
33 vacations will be scheduled by the Company. Consideration will be given to  
34 requested time by the employee whenever possible. The employees with greater

length of classification seniority will be given preference in the event of a conflict of dates affecting two (2) or more employees.

- (b) Employees must have their requested vacation submitted to supervision by December 31 of the previous year. Any vacation time that is requested in contiguous weeks will be considered as one choice. Vacation schedules will be posted during the month of January for the respective calendar year.

## SECTION 8. TERMINATION.

- (a) All full-time employees who have been continuously on the payroll for nine (9) months or longer and who terminate their employment shall receive payment for all unused vacation hours based on the number of straight-time hours worked in accordance with the foregoing applicable formula.
- (c) Employee will not lose pro-rata vacation allowance in the case of termination except if terminated for drunkenness, dishonesty, or illegal use or possession of controlled substances.

## ARTICLE 30 - RETIREMENT AND WELFARE

### SECTION 1. RETIREMENT.

- (a) All employees hired prior to April 2, 2006 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 cents (\$.07) 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.
- (b) See Addendum E for schedule.
- (c) **The Company agrees to provide and implement the Disney Hourly 401(k) Plan on January 1, 2013 on the following basis:**
- Eligible employees as defined in paragraphs (2) and (3) below may contribute up to fifty percent (50%) of their annual hourly straight time wages on a pretax basis, up to the maximum provided by Federal Law. The Employer will make a matching contribution equal to seventy-five percent (75%) of the first four (4%) percent of the employee contribution, for a maximum Employer contribution of three percent (3%) of straight time wages up to the IRS maximum. The Employer matching funds may be invested by the employee in any of the investment option(s) available under the Disney hourly 401(k) plan.**
  - All Employees over the age of eighteen (18) are eligible to make contributions to the 401(k) plan.**
  - Employees eligible to begin to receive the matching contribution from the Company, as outlined above, are defined as bargaining unit employees covered by this**

1 agreement and will automatically be vested in the matching Employer contribution.  
2 As of January 1, 2013, all current employees will be eligible to receive the matching  
3 Employer contribution.  
4

- 5 4. The Company reserves and retains the right to administer the Plan internally or  
6 through the use of an outside administrator, to change or modify the investment  
7 choices available to the participants of the Plan, to charge an administrative fee  
8 directly to participant accounts, to charge transaction fees directly to a participant  
9 account (for example, loan setup and ongoing processing fees), to modify the Plan as  
10 necessary to remain in compliance with applicable law, and to make any other design  
11 decision, change or modification to the Plan deemed appropriate by the Employer,  
12 with the exception of vesting requirements, eligibility for participation and Employer  
13 matching contributions.  
14
- 15 5. Effective January 1, 2013, all new hires will be automatically enrolled in the Disney  
16 Hourly 401(k) Plan, with an automatic employee weekly contribution rate of one  
17 percent (1%) of the employee's base salary. The new hire employee will be provided  
18 with one-hundred and twenty (120) days from the date of hire to opt out of the plan.  
19

20 (d) Effective January 1, 2013, the Company will no longer make available payroll  
21 deductions for the Florida Multi-Employer 401(k) Plan.  
22

23 (e) The Walt Disney World Co. and Associated Companies' Retirement Plan  
24 ("Retirement Plan") provides for health benefits for certain retired employees.  
25 Employees with an original hire date after April 2, 1994, shall not be eligible for  
26 Retiree Health Benefits. Employees with a rehire date after April 2, 1994, also will  
27 not be eligible for Retiree Health Benefits, except in very limited circumstances  
28 provided below.  
29

30 Any employee hired prior to April 2, 1994, will be eligible for Retiree Health Benefits  
31 commencing at age sixty-five (65), if he/she meets the Service Criterion and retires  
32 on or after age fifty-five (55). The Service Criterion is twenty (20) Credited years of  
33 service and thirty-thousand (30,000) Credited hours of service earned under the  
34 Retirement Plan (or under the Disney Salaried Retirement Plan, the Disneyland and  
35 Associated Companies' Retirement Plan, or the Walt Disney Productions and  
36 Associated Companies Retirement Plan). In order to be eligible for Retiree Health  
37 Benefits, an employee must also be at least age fifty-five (55) and actually employed  
38 by the Company at the time he/she terminates his employment with eligibility for  
39 either early or normal retirement under the Plan. The age fifty-five (55) requirement  
40 will not apply to an employee whose termination of employment occurs on account of  
41 death or who terminated employment on account of a disability, which entitles  
42 him/her to disability benefits under the Social Security Act. The Retiree Health  
43 Benefits provided will be those provided on the same basis as current active  
44 employees. Retiree Health Benefits will also be provided to the retiree's or deceased  
45 employee's eligible dependents in accordance with the health plan's rules.  
46

47 Any employee who will have twenty (20) or more years Credited service by December 31,  
48 1994, but is not fifty-five (55) years of age, may terminate his/her employment no later than April 30,  
49 1995, and remain eligible for Retiree Health Benefits at age sixty-two (62). Any employee covered  
50 under this paragraph who does not terminate his/her employment prior to May 1, 1995, will be  
51 eligible for Retiree Health Benefits if he/she meets the Criterion in the above paragraph.  
52

53 An employee who is at least age sixty (60) prior to May 1, 1995, and completes the Service  
54 Criterion thereafter, will receive his/her Retiree Health Benefits commencing at the later age of sixty-  
55 two (62) or at the time he/she elects to take either early or normal retirement under the Retirement  
56 Plan. An employee who met the Service Criterion prior to April 30, 1995, will also receive his/her  
57 Retiree Health Benefits commencing at the later age of sixty-two (62) or at the time he/she elects to  
58 take either early or normal retirement under the Retirement Plan, provided that such an eligible  
59 employee who is under age sixty (60) on May 1, 1995, must terminate employment with the Company  
before May 1, 1995. Any employee covered by this paragraph who is rehired on or after May 1, 1995,

1 and prior to his fifty-fifth (55<sup>th</sup>) birthday, will not be entitled to Retiree Health Benefits pursuant to the  
2 provisions of this paragraph. Eligibility, if any, for the Retiree Health Benefits will be dependent upon  
3 fulfilling the requirement of the second paragraph of this Section, subject to the rehire provisions of  
4 the following paragraph. Any employee covered by this paragraph who is rehired on or after his/her  
5 fifty-fifth (55<sup>th</sup>) birthday will remain entitled to retiree Health Benefits, under the provisions of this  
6 paragraph upon his/her subsequent retirement.  
7

8 In general, any employee who terminates employment with the Company and is rehired on or  
9 after May 1, 1995, will not be eligible for Retiree Health Benefits upon subsequent retirement.  
10 However, a rehire date which occurs on or after May 1, 1995, will be ignored for purposes of the  
11 preceding rule, if the employee satisfies the requirements of Subsection (1) below and the  
12 requirements of either Subsection (2) or Subsection (3) below.  
13

- 14 (a) The employee has completed the Service Criterion prior to his/her rehire date; and,  
15  
16 (b) The employee has reached his/her fifty-fifth (55<sup>th</sup>) birthday prior to or coincidental with  
17 his/her rehire date; or,  
18  
19 (c) The employee fulfilled all of the following conditions:  
20  
21 1. The employee has only one rehire date which occurs on or after May 1, 1995,  
22 and prior to his/her fifty-fifth (55<sup>th</sup>) birthday.  
23  
24 2. The employee's period of termination of employment immediately prior to the  
25 rehire date is less than 366 days.  
26  
27 3. The employee's period of reemployment following his/her rehire date is at least  
28 365 consecutive days during which he/she is credited with at least 750 Hours of  
29 Service under the Retirement Plan.  
30

31 For purposes of the above rehire rules, an employee shall not be deemed to have a  
32 termination of employment and shall not be deemed to have a rehire date that occurs on or after  
33 May 1, 1995, if the employee's termination of employment is on account of a disability defined in the  
34 Retirement Plan and the employee returns to employment upon recovery from the disability, or if the  
35 employee is laid-off and recalled within twelve (12) months of the layoff. In such cases and for the  
36 purposes of this Section, such employee shall be treated as if there was no interruption in the  
37 continuity of employment. However, a layoff in excess of twelve (12) months is deemed a termination  
38 of employment as of the first day of layoff.  
39

## 40 **SECTION 2. HEALTH AND WELFARE.**

- 41  
42 (a) During the term of this Agreement, the Company will provide Group Insurance  
43 coverage and Signature Plan coverage to all eligible employees, on the same basis  
44 as provided to non-bargaining unit employees (including salaried employees) at the  
45 Company. It is understood that all employees in this unit who participate in any  
46 Company sponsored plans(s) do so on the same basis as non-bargaining unit  
47 employees (including salaried employees) generally and that, therefore, future  
48 changes in such plans which are applicable to non-bargaining unit employees  
49 (including salaried employees) generally shall apply equally and automatically to  
50 employees covered under this Agreement. By way of example, but not limitation,  
51 changes in such plan(s) may include termination in accordance with the plan terms,  
52 substitution of, or merger with, another plan or part thereof, improvements and  
53 modifications in the plan(s), creation of new plan(s), adjustment in contributions,  
54 etc...; all subject to the condition that where the changes apply equally to non-  
55 bargaining unit employees (including salaried employees) generally, the Company  
56 will not be obligated to bargain with the Union. Entitlement to pension and group  
57 insurance benefits shall be determined exclusively by the plan terms and laws  
58 governing those benefits and not by arbitration under this Agreement.  
59



1 (b) Notwithstanding (a) above:

2  
3 Effective January 1, **2013** annual employee contribution rates for the HMO shall not be  
4 increased in weekly dollar amounts greater than the following:

5  
6

<u>Employee Only</u>	<u>Employee + Spouse</u>	<u>Employee + Children</u>	<u>Employee + Family</u>
\$3.00 per week	\$12.00 per week	\$5.00 per week	\$10.00 per week

7  
8

9 **Effective January 1, 2014 annual employee contribution rates for the HMO shall not be**  
10 **increased in weekly dollar amounts greater than the following:**

11

<u>Employee Only</u>	<u>Employee + Spouse</u>	<u>Employee + Children</u>	<u>Employee + Family</u>
\$4.00 per week	\$13.00 per week	\$6.00 per week	\$11.50 per week

12  
13  
14

15 **Effective January 1, 2015 annual employee contribution rates for the HMO shall not be**  
16 **increased in weekly dollar amounts greater than the following:**

17

<u>Employee Only</u>	<u>Employee + Spouse</u>	<u>Employee + Children</u>	<u>Employee + Family</u>
\$5.00 per week	\$14.00 per week	\$7.00 per week	\$12.00 per week

18  
19  
20

21 **Effective January 1, 2016 annual employee contribution rates for the HMO shall not be**  
22 **increased in weekly dollar amounts greater than the following:**

23

<u>Employee Only</u>	<u>Employee + Spouse</u>	<u>Employee + Children</u>	<u>Employee + Family</u>
\$5.00 per week	\$14.00 per week	\$7.00 per week	\$12.50 per week

24  
25  
26

27 (c) Eligible employees shall be defined as employees whose employment status is full-  
28 time and who work an average of thirty (30) hours or more per week. Eligible  
29 employee's coverage shall become effective the first day of the month following  
30 completion of ninety (90) days continuous service.

31  
32 Effective January 1, 1993, when the Company's Benefit Plan is secondary, the  
33 benefit payable under the Company's Benefit Plan, when added to the benefit  
34 payable under the outside Primary Plan (e.g. spouse insurance, school insurance,  
35 Medicare, etc.), shall not exceed the amount that would have been provided by the  
36 Company's Benefit Plan alone for that covered expense.

37  
38 The cost of optional insurance which includes additional Life Insurance and Long  
39 Term Disability shall be that of the employee.

40  
41 (d) Sick Leave: The following formula shall apply for the accumulation of paid sick leave  
42 hours each calendar year:

43

Straight time hours worked in calendar year	Earned sick leave hours
1800	48
1500	40
1200	32
900	24
600	16
300	8

44  
45 The maximum amount of sick leave that may be earned in one (1) calendar year is  
46 forty-eight (48) hours. All straight-time hours worked as well as all benefit paid time  
47 will be used in computing eligibility for sick leave. Unused sick leave may be  
48 accumulated up to a maximum of one hundred-sixty (160) work hours; any excess  
49 over this amount will rollover into employee's vacation bank. At the beginning of  
50 each calendar year, after employee has completed the eligibility requirement, sick  
51 leave shall be made available for his/her use during that calendar year based on the

1 above noted hour formula in the prior calendar year. Sick leave shall be paid at the  
2 rate of pay in effect at the time sick leave is requested by the employee. In order to  
3 be paid sick leave, the employee must file a request for payment on the appropriate  
4 form and submit the form to his/her supervisor. This must be done within three (3)  
5 days after the employee returns to work. In the event that three (3) or more  
6 consecutive scheduled shifts of sick leave are applied for, the Company may request  
7 a written statement from a physician certifying as to the nature and length of  
8 employee's illness. However, the Company may require proof of illness in any case if  
9 desired and an employee not furnishing such proof will not be entitled to sick leave  
10 pay. Employees will not be entitled to sick leave during vacation or on days on which  
11 they were not scheduled to work. In the event the employee incurs a non-  
12 occupational illness while at work and is released from the completion of his/her  
13 scheduled shift by the medical department, the employee may apply for sick leave  
14 covering the unworked balance of that shift in amounts of one (1) hour. An employee  
15 who reports for work after the start of his/her scheduled shift due to personal illness  
16 shall not be entitled to apply for sick leave pay covering the period between the start  
17 of his/her scheduled shift and the time the employee actually started to work.  
18

- 19 (e) Sick Leave: With reasonable notice, full-time employees may request the use of up  
20 to six (6) days of sick leave per calendar year as personal leave days, without regard  
21 to the number of days remaining in the sick bank. Approval of the request shall be at  
22 the discretion of the employer based on a consideration of operating efficiency.  
23

## 24 **ARTICLE 31 - SANITATION AND SAFETY**

25  
26 **SECTION 1.** The Company agrees that it will furnish and maintain sanitary toilet facilities,  
27 washrooms, lockers, and changing quarters for all employees covered by this Agreement.  
28

29  
30 **SECTION 2.** Representatives of the Company and the Union shall cooperate in the  
31 enforcement of all rules and practices to further safe and sanitary working conditions. **It shall be the**  
32 **responsibility of the Company to ensure safe working conditions for its employees in the**  
33 **workplace and compliance by the employees with any safety rules.** A Steward appointed under  
34 this Agreement shall be present at all times when representatives of the Company make locker  
35 inspections. The Company shall hold safety meetings with required attendance by every employee  
36 covered by this Agreement, on work time, as a means of improving safety and educating employees  
37 in safe practices.  
38

39  
40 **SECTION 3.** The Union recognizes the need for employees to wear the safety equipment  
41 and clothes required and agree that the Company may make this a condition of employment. The  
42 Union will cooperate with the Company in obtaining compliance with this provision by the employees  
43 it represents. Safety shoes shall be a condition of employment. Safety equipment (except safety  
44 glasses and safety shoes) will be furnished by the Company. Walt Disney World Co. safety standards  
45 shall apply to all third-party contractor/vendors contracted to perform work on Walt Disney World  
46 Resort property by a business unit covered by this Agreement.  
47

48 **SECTION 4.** Consistent with the Americans with Disabilities Act, the Company reserves  
49 the right to require post-offer, conditional-employment medical examinations of applicants and job-  
50 related medical examinations of existing employees. Examinations will be conducted by a licensed  
51 physician designated and paid for by the Company.  
52

## 53 **ARTICLE 32 - COSTUMES AND PERSONAL APPEARANCE**

54  
55 **SECTION 1.** If the Company requires any employee to wear a work costume (except  
56 shoes, even if uniformity is required), it will be furnished at the Company's expense.  
57  
58

1           **SECTION 2.** The cost of cleaning or laundering the clothing furnished under this Article  
2 shall be paid by the Company. Such clothing and other equipment will at all times remain the  
3 property of the Company and the employee who is issued any of these items will be fully responsible  
4 for seeing that they are properly cared for.  
5

6           **SECTION 3.** Employees working under the terms of this Agreement who are required to  
7 wear costumes will be furnished when needed at least two changes of Company costumes to wear in  
8 the performance of their work assignments. Such costumes shall consist of either coveralls, overalls,  
9 pants and shirt, shop coat, or similar costume, whichever in the judgment of the Company best suits  
10 the employee's classification of work for safety, efficiency, and show purposes.

11           **SECTION 4.** Each employee shall be required to sign an authorization for the Company to  
12 deduct from wages the amount of money necessary to replace the employee's company-furnished  
13 costume in the event the costume is not returned when required, or is defaced or is willfully damaged,  
14 except if the employee can prove that it was stolen without his/her fault. An unreturned or lost locker  
15 key will result in a wage deduction in the amount necessary to replace the lock on an employee's  
16 locker. An employee who willfully defaces, destroys, or misuses a company-furnished costume is  
17 subject to disciplinary action, including dismissal.  
18

19           **SECTION 5.** It is recognized that the Company may make and enforce rules relating to the  
20 personal appearance which must be set forth in writing.  
21

22           **SECTION 6.** Company furnished clothing is not to be worn off Walt Disney World Resort  
23 premises outside of employee's working hours, however, it is in understanding of the parties that the  
24 Company may elect to allow certain employees to wear Company issued clothing off Walt Disney  
25 World Resort property.  
26

27           **SECTION 7.** Dress and Travel is voluntary across Walt Disney World Resort property and  
28 is not available at Disney's Animal Kingdom, Disney's Wide World of Sports Complex, Disney's  
29 BoardWalk Resort, or Disney's Coronado Springs Resort. Prospectively, if Cast Zooming is available  
30 in a given area, newly hired employees will not be allowed, or have the option to volunteer to  
31 participate in the dress and travel provisions referred to in Article 32 of the Labor Agreement. Any  
32 limiting of Dress and Travel by the Labor Agreement is not a limitation of legitimate clean-up when  
33 certain jobs are performed, if approved by Management.  
34

### 35   **ARTICLE 33 - INTERPRETATION**

36  
37           The parties hereto may interpret, alter, or amend this Agreement by mutual action in writing,  
38 and no individual employee shall have cause to complain therefore, it being understood that any  
39 interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all  
40 individual employees, whether such action be prospective or retroactive.  
41

### 42   **ARTICLE 34 - SEVERABILITY**

43  
44           It is not the intent of either party hereto to violate any laws or any rulings or regulations of any  
45 governmental authority or agency having jurisdiction of the subject matter of this Agreement and the  
46 parties hereto agree that in the event any provision of this Agreement is held or constituted to be void  
47 as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of the  
48 Agreement shall remain in full force and effect, unless the parts so found to be void are wholly  
49 inseparable from the remaining portion of this Agreement.  
50

### 51   **ARTICLE 35 - DURATION OF THE AGREEMENT**

52  
53           **SECTION 1.** This Agreement and any amendment or supplement hereto shall be in full  
54 force and effect from **September 30, 2012 through October 1, 2016**, and from year-to-year  
55 thereafter, subject to the right of either party to terminate the same at any anniversary of **October 2,**  
56 **2016, following October 1, 2016**, upon the giving of written notice of termination not later than sixty  
57 (60) days next proceeding the effective date of such termination. If agreement is not reached for a

1 renewal of this Agreement by midnight of the December 31 next following after such sixty (60) day  
2 notice, both parties shall then be free to engage in a lawful strike or lawful lockout, as the case may  
3 be, until agreement is reached.  
4

5 **SECTION 2.** The parties acknowledge that, during the negotiations which resulted in this  
6 Agreement, each had the unlimited right and opportunity to make demands and proposals with  
7 respect to any subject or matter not removed by law from the area of collective bargaining and that  
8 the understandings and agreements arrived at by the parties, after the exercise of that right and  
9 opportunity, are set forth in this Agreement. Therefore, the Company and the Union, for the life of this  
10 Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall  
11 not be obligated to bargain collectively with respect to any subject or matter referred to or covered in  
12 this Agreement, or with respect to any subject or matter not specifically referred to or covered in this  
13 Agreement, even though such subjects or matters may not have been within the knowledge or  
14 contemplation of either or both of the parties at the time that they negotiated or signed this  
15 Agreement.  
16

17 IN WITNESS WHEREOF, the parties have caused this Agreement between Walt Disney  
18 World Co. and the Walt Disney World Craft Maintenance Council to be ratified **October 9, 2012** and  
19 in full force and effect through **October 1, 2016**.  
20

**FOR THE COMPANY**

Stephen C. Eisenhardt  
Vice President  
Labor Relations  
Walt Disney Parks and Resorts

J. Robbin Almand  
Torrey Bielick  
Bill Dinger  
David Hunter  
Samuel Lau  
Rene Leins  
Bill Pace  
Greg Ruse  
Mark Todd  
Jeff Vahle  
Jim Vendur

**FOR THE WALT DISNEY WORLD CRAFT MAINTENANCE COUNCIL**

Sean McGarvey  
President  
Building & Construction  
Trades Department, AFL-CIO

Brent Booker  
Secretary-Treasurer  
Building & Construction  
Trades Department, AFL-CIO

Joe Mills  
Administrator  
Building & Construction  
Trades Department, AFL-CIO

**FOR THE SIGNATORY UNIONS**

International Union of  
Bricklayers & Allied Craftsmen

Bricklayers Local Union #1

United Brotherhood of Carpenters  
& Joiners of America

Carpenters Local Union #1820

International Brotherhood of  
Electrical Workers

Electrical Local Union #606

Laborers International  
Union of North America

Laborers Local Union #517

International Union of  
Operating Engineers

Operating Engineers Local #673

International Union of  
Painters and Allied Trades

District Council –Florida #78

United Association of  
Journeymen and Apprentices  
of the Plumbing and  
Pipefitting Industry of the  
United States and Canada

Plumbers Local Union #803

International Brotherhood of  
Teamsters, Chauffeurs,  
Warehousemen and Helpers of  
America

Teamsters Local Union #385