

**BUENA VISTA  
CONSTRUCTION CO.**

**PROJECT LABOR  
AGREEMENT**

**EFFECTIVE January 1, 2010  
THROUGH December 28, 2013**

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**BUENA VISTA CONSTRUCTION CO.  
PROJECT LABOR AGREEMENT**

THIS AGREEMENT entered into this 1<sup>st</sup> day of January 2010, by and between Buena Vista Construction Co., or its successors or assigns, hereinafter called Project Contractor, BUILDING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO, and the CENTRAL FLORIDA BUILDING AND CONSTRUCTION TRADES COUNCIL and the International Unions and Local Unions whose names are subscribed hereto (hereinafter collectively called Union) and who have, through their duly authorized officers, executed this Agreement which shall apply to all Building and Construction Trades type work which is performed by the Project Contractor on the Walt Disney World Resort; which is located in Orange, Osceola and Polk Counties, Florida, except for land dedicated for conservation.

The term Contractor as used in this Agreement includes Buena Vista Construction Co. and its subcontractors of whatever tier. Where specific reference to Buena Vista Construction Co., only, is intended, the term Project Contractor is used.

**ARTICLE I - PURPOSE**

WHEREAS, the continued construction of the Walt Disney World Resort will require a large number of skilled and unskilled workers in the performance of work; and the orderly and uninterrupted prosecution and construction of the Walt Disney World Resort Project is of significant interest to the parties hereto, and it is the purpose of this Agreement that all work shall proceed efficiently, economically and with due consideration for the protection of labor standards, wages, and working conditions;

THEREFORE, the parties hereto have hereby agreed and do establish and 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 Contractor is assured of complete continuity of operation and that labor-management peace is maintained.

## **ARTICLE II - EFFECT OF OTHER AGREEMENTS**

The provisions of this Agreement (including Schedule A to be negotiated between the Project Contractor and the Local Union having jurisdiction over the work performed) shall apply to that construction work at the Walt Disney World Resort undertaken by the Project Contractor and any of its subcontractors, in spite of provisions of local or national union agreements which may conflict or differ with the terms of this Agreement.

Where a subject covered by the provisions of this Agreement is also covered by a collective bargaining agreement which serves as the basis for the attached Schedule A, the provisions of this Project Agreement shall prevail.

## **ARTICLE III - SCOPE OF AGREEMENT**

(a) This Agreement shall apply to all Building and Construction Trades type work performed during the term of this Agreement by the Contractor at the Walt Disney World Resort located in Orange, Osceola, and Polk Counties, Florida, except for land which is dedicated for conservation, within the jurisdiction of the Union parties to this Agreement.

(b) Although not limited to the following, the items below are specifically excluded from the terms of this Agreement:

1. Warranty functions and warranty work;

2. Calibration, testing, checking and start-up of equipment or systems by owner, and systems or partial systems, areas, or pieces of equipment turned over to the owner;
3. Work performed by any public utility to construct, install, repair or maintain their own equipment or facilities;
4. Maintenance on leased equipment.

(c) Nothing in this agreement shall limit the right of the Project Contractor to subcontract or select its Contractors. The Project Contractor shall notify each contractor of the provisions of this Agreement and require all Contractors performing work within its scope to execute this Agreement; provided, however, that Articles V(b) and (c) shall not apply to Contractors who do not have an established collective bargaining relationship with the Local Unions signatory to this Agreement. The Project Contractor shall include in this Contract with any such Contractor a provision obligating such a Contractor to comply with the Agreement and to cooperate in determining its compliance. Any questions as to compliance shall be resolved by reference to Article VIII.

#### **ARTICLE IV - MANAGEMENT'S RIGHTS**

(a) The Contractor retains full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Contractor may direct its working forces, at its sole prerogative, including the determination of the number of and/or ratio of, hiring, and selection of Foreperson and/or General Foreperson; promotion; and transfer or discharge of its employees. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees. The

Contractor may utilize any methods or techniques of construction and there shall be no limitation or restriction regardless of source or location of the use of machinery, pre-cast, pre-fabricated or pre-assembled materials, tools or other labor-saving devices, nor shall there be any limitation upon the choice of materials or design. The Contractor may assign and schedule work and shall determine when overtime will be worked and by whom and may require reasonable overtime. The Contractor may subcontract all or any part of the maintenance of its equipment.

(b) As used herein for the Walt Disney World Resort Complex items, pre-cast, pre-fabricated and pre-assembled materials and items means any unit, device, setting or scenic background of an amusement, entertainment, decorative, or artistic nature, and may be fabricated, shaped, decorated and assembled, including activating, control, luminating, sound and conveyance methods and systems by personnel not covered by this Agreement and away from the project site. The location at which such work is done is one selected for the presence of necessary skills, talents, techniques, and equipment.

Examples of only some of such units, devices, settings or backgrounds are animated objects, audio units, rides and vehicles of all sorts, including structures on which they operate, stagings, scenic effects, components or surface for odd-shaped structures or figures; and methods of carrying and displaying fluids or smoke-like substances where they are a part of a background, show, scenery or display.

The on-site installation or application of materials or items referred to in this paragraph (b) shall be performed by the craft traditionally and customarily having jurisdiction, provided however, it is recognized that in rare cases personnel having special talents or qualifications not employed under this Agreement may participate in

the installation or setup of unusual items.

(c) As to other types of construction, the fabrication, assembly and installation shall be performed at such locations and by such trades as have traditionally been used to perform them.

#### **ARTICLE V - UNION REPRESENTATION**

(a) Authorized representatives of the Union shall have access to this project provided they do not unnecessarily interfere with the work of employees and further provided that such representatives fully comply with the visitor and security rules of the project, as posted.

(b) The Union shall have the right to designate a working Journeyperson as a steward. The Union shall, in writing, notify the Contractor as to the identity of the designated steward. In addition to their work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The Contractor will not discriminate against the steward in the proper performance of their regular work or with the work of the regular employees and they shall not leave their work area without first notifying his/her appropriate supervisor or Foreperson as to his/her intent, the reason therefore, where they can be reached and the estimated time they will be gone. Shop stewards will be the last persons laid off the job provided they possess the necessary skills to perform the required remaining work.

(c) The steward shall, in addition to their work as a Journeyperson, be permitted to perform during working hours such of his/her normal Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and Contractor agrees to allow the steward a



reasonable amount of time for the performance of such duties. The steward shall receive their regular craft's rate of pay. The steward's duties shall not include any matters relating to referral, hiring, termination or discipline of employees, or the collection of dues. Contractor agrees to notify the Union representative twenty-four (24) hours prior to termination of a steward, except a discharge for just cause. In any case in which a steward is discharged for just cause, the business representative shall be notified immediately by the Contractor.

(d) The Contractor agrees to deduct from each paycheck the dues of the appropriate Union for each employee who signs a proper written authorization for such deduction and to submit such amounts on a monthly basis to the Union no later than the 15th of the month following the calendar month in which such deductions were made; provided, however, that if a Schedule A provides a different schedule for deduction and/or payment, such Schedule A shall be followed. Pursuant to the agreement of the Local Unions signatory to this Agreement, a full-time representative is being employed by the Building and Construction Trades Department, AFL-CIO, to serve the interests of employees working under this Agreement. The Local Unions have agreed with the Building and Construction Trades Department, AFL-CIO that the employment of this representative will be financed by a portion of the dues to be received by each of the Local Unions. In accordance with that understanding, the Contractor shall divide all remittances of membership dues, that are deducted pursuant to proper written authorization, as follows: a monthly sum equivalent to five (5) cents per hour worked per member is to be sent to the Building and Construction Trades Department, AFL-CIO, attention Secretary-Treasurer, 815 16<sup>TH</sup> Street N.W., Suite 600, Washington, D.C. 20006; the balance of the monthly dues will be submitted to the Local

Unions. The Local Unions will provide the Contractor a written statement setting forth the amount of dues to be deducted and the address to which the Local Union's portion shall be sent. The Union agrees that the Contractor will suffer no loss because of any deduction from an employee's pay pursuant to this Section.

## **ARTICLE VI - HIRING PROCEDURES**

(a) For Local Unions now having a job referral system included in the attached Schedule A, or when a job referral system not contained in Schedule A is established and operated in Orange, Osceola and Polk Counties by a Local Union, the Contractor will use exclusively such referral system provided that such referral system is operated in accordance with Federal and State law and the provisions set forth below:

1. The selection of applicants for referral to job shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.
2. The Contractor retains the right to reject for good reason any job applicant referred by the Union.
3. The Union and the Contractor shall post in places where notices to employees and applicants for employment are customarily posted all provisions relating to functioning of the hiring arrangement.
4. Any referral system shall provide a jointly administered appeal procedure.
5. The Contractor and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are

interested in careers in the building and construction industry. The Contractor and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Contractor and Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working under this Agreement and of apprenticeship and employment opportunities arising under this Agreement. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

6. A Contractor whose principal place of business is not located within Orange, Osceola or Polk Counties, Florida, may directly employ at least one (1) key worker by craft. Additional key workers may be employed, provided, however, that after the employment of the first key worker, no further key workers may be employed unless the Contractor, first, has requested and employed through the referral procedure an additional five (5) employees for each additional key worker, each of which key worker shall have worked for the Contractor under a collective bargaining agreement. No Contractor may employ more than five (5) key workers by craft unless the appropriate local collective bargaining agreement referral procedure hereunder permits a larger number. All other employees of such Contractor shall be hired pursuant to the provisions of this Article.

7. The Contractor may request, and the system will refer, employees who have been previously referred and employed by the Contractor or who have worked under this Agreement within the last twelve (12) months, not to exceed forty percent (40%) by craft of the first twenty-five (25) employees hired, twenty percent (20%) by craft of the next twenty-five (25) employees hired, and ten percent (10%) by craft of the next fifty (50) employees hired to a maximum of twenty (20) such employees hired by craft by that Contractor, unless the appropriate local collective bargaining agreement and referral procedure thereunder permits a larger number.
8. A Contractor working within the jurisdiction of the local Unions signatory to this Agreement may transfer previously referred and currently working employees from one job to another without a referral by the Union. The appropriate Union shall be notified when any such transfer has taken place.

(b) In the event the Union is unable to fill any requisitions for applicants within forty-eight (48) hours, the Contractor may employ applicants from any other available sources.

(c) No person who has been discharged for cause by a contractor shall be referred back to any position under the Agreement for at least thirty (30) days after such termination of employment without the written agreement of the Project Contractor; provided that appropriate notice that a person is ineligible for referral under this provision is sent to the involved union within twenty-four (24) hours after the employee has been discharged. Such notice shall include the reason(s) for such action.

## **ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

(a) There shall be no strikes, picketing, work stoppages, or any disruptive activity affecting the normal progression of the job by the unions or employees against any contractor covered under this Agreement or lockout of them while this Agreement is in effect; nor shall there be any activity undertaken by any party to this Agreement or by any employee covered by it which stops, disrupts or slows down work covered by this Agreement or the operations of Walt Disney World Co., its subsidiaries or affiliates. This does not prohibit legal activity directed at construction work or contractors not covered by this Agreement unless a result of such activity is that prohibited above. The Contractor may discharge any employee violating this provision (a) or (b) and any such employee will not be eligible for referral under this Agreement for a period of ninety (90) working days from the date of their discharge. The Contractor and the Unions shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

If the Contractor contends that any Union has violated this section, it will facsimile the International President(s) of the Local Union(s) involved advising them of that fact. The International President or Presidents will immediately instruct, order and use the best efforts of their office to cause the Local Union or Unions to cease any violation of this section. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

(b) Failure of any Union or employee to cross any picket line established at the Walt Disney World Resort is a violation of this Agreement.

(c) Any party, including Walt Disney World Co., whom parties agree is beneficiary of this Agreement and specifically this Article with full right of participation in

any action under this Article, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of paragraph (a) and/or (b) is alleged:

1. The party invoking this procedure shall notify Martin Holland, whom the parties agree shall be the Arbitrator under this proceeding. Notice to the Arbitrator shall be by the most expeditious means available, with a notice by facsimile to the party alleged to be in violation and a notice by facsimile to the Central Florida Building Trades Administrator for Walt Disney World and the Central Florida Building and Construction Trades Council.
2. Upon receipt of said notice the Arbitrator named above or his alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not before twenty-four (24) hours after the facsimile notice to the International President required by paragraph (a) above.
3. The Arbitrator shall notify the parties by facsimile of the place and time he has chosen for this hearing. Said hearing shall be completed in one session, with appropriate recesses at the Arbitrator's discretion. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of any award by the Arbitrator.
4. The sole issue at the hearing shall be whether or not a violation of paragraphs (a) or (b) has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is

reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, such award shall be served on all parties by hand or registered mail upon issuance.

5. Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein and above in the following manner. Facsimile notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under (4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance thereof are hereby waived by the parties to whom they accrue.

7. The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the party or parties respondent.

(d) The procedures contained in Article VIII shall not be applicable to any alleged violation of Article VII, with the single exception that any employee discharged for violation of paragraphs (a) and/or (b) above may resort to the procedures of Article VIII to determine only if he was, in fact, engaged in that violation.

(e) Recognizing that the delays and disruptions resulting from the violation of (a) and/or (b) cause monetary loss to the owner; but in recognition of the difficulty of accurately ascertaining such damages resulting from any breach of this Article, the sum of \$1,000 per day or part thereof (counted in twenty-four (24) hour periods from the start of any breach of this Article) shall be paid to Walt Disney World Co. as liquidated damages by each Local Union held to have violated (a) and/or (b) pursuant to the procedure established in (c) above.

The obligation of any Local Union to pay such liquidated damages may be enforced in any court of competent jurisdiction upon the filing of this Agreement and the Arbitrator's award holding such Local Union to have violated (a) and/or (b) and for the purposes of such enforcement proceeding, the Arbitrator's award shall be conclusive evidence that the Local Union violated this Article.

### **ARTICLE VIII - GRIEVANCE PROCEDURE**

Any questions arising out of and during the term of this Agreement involving its interpretation and application, other than trades jurisdictional disputes or any work stoppages and lockouts, shall be handled under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement



feels a violation of this Agreement has occurred, he/she through his local business representative, within three (3) calendar days after the occurrence of a dispute, shall give notice to the Contractor stating the section alleged to have been violated. Failure to raise any dispute within three (3) calendar days of its occurrence renders the dispute null and void. The employee and the local business representative and the representative of the Contractor shall meet within three (3) calendar days after timely notice has been made and endeavor to adjust the matter. If they fail to do so, Step 2 of the Grievance Procedure may be pursued within forty-eight (48) hours thereafter.

(b) Should the Local Union or the Contractor have a dispute with the other and if, after conferring, a settlement is not reached, the Contractor or the Local Union may proceed in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. A representative of the International Union concerned, a Building and Construction Trades Department representative, and a representative of the Project Contractor shall meet within five (5) calendar days after expiration of the time limits in Step 1, in an attempt to reach an agreement. If the parties fail to reach an agreement, the dispute may be referred in writing in accordance with the provisions of Step 3 within three (3) calendar days thereafter.

Step 3. If the grievance shall have been submitted but not adjusted under Step 2 and a timely appeal is filed, the parties shall select a mutually agreeable and impartial Arbitrator. For the purposes of this Step 3, the Project Contractor shall be considered a party in interest. In the event the parties are unable to agree to an Arbitrator within ten (10) calendar days after invoking this Step 3, the Arbitrator shall be selected from a panel of Arbitrators submitted by and in accordance with the rules and regulations of

the American Arbitration Association. The decision of the Arbitrator must be within the scope of this Project Agreement and must be rendered, whenever possible, within twenty (20) calendar days after the hearing. Such decision shall be final and binding upon both parties and any individuals involved.

The fees and expenses of the Arbitrator shall be paid one-half by the Union and one-half by the Contractor party to the dispute.

Except by mutual agreement, all timeliness provisions must be complied with and failure to comply by either party will result in default by that party of its position.

#### **ARTICLE IX - WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

(a) The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

(b) All jurisdictional disputes between or among Building and Construction Trades Unions and employees, parties to the Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this agreement

(c) All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

(d) Each Contractor will conduct a pre-job conference with the appropriate

Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised of all such conferences and may participate if they wish.

## **ARTICLE X - WAGES AND BENEFITS**

### **(a) WAGE SCALES:**

All craftworkers covered by this Agreement shall be classified in accordance with work performed and paid the rate of that classification. If additional classifications are mutually agreed to, the parties shall agree upon the rate of pay and, if unable to do so, the appropriate rate of pay may be referred to the procedure provided in Step 3 of Article VIII for final determination. All wage rates effective as of January 1, 2010, for those classifications in existence as of that date shall remain in effect for the duration of this Agreement, subject to any modification pursuant to the provisions of Article XV; provided, however, that upon the written direction of the authorized International and Local Unions representatives of a craft, and approval of the Secretary-Treasurer of the Building and Construction Trades Department, AFL-CIO and a representative of the Project Contractor, the wage rate of the classification or classifications within that craft, may have deducted from it and paid upon behalf of the employee in the form of fringe benefits, the amount designated by said written request.

1. The Company agrees to provide a lump sum bonus of five-hundred and sixty dollars (\$560.00) to be paid in one (1) installment in mid January 2010 to all employees actively working as of December 15, 2009.
2. Effective January 3, 2010, a four and one-half percent (4.5%) Bonus Payment on a quarterly basis to be paid in individual installments in

April 2010, July 2010, October 2010, and January 2011. The calculation will be based on all hours worked during the quarter at the employee's current base rate (defined as Journey person scale wage only) plus fringes.

3. Effective December 26, 2010, a three percent (3%) increase will be applied to current package (*defined as base rate plus fringes*).
4. Effective December 25, 2011, a three percent (3%) increase will be applied to current package (*defined as base rate plus fringes*).
5. Effective December 30, 2012, a four percent (4%) increase will be applied to current package (defined as base rate plus fringes).
6. The various Union affiliates will designate the distribution of the bonus and pay increase to either fringes or wages no later than November 1<sup>st</sup> for each year of the contract.

(b) FRINGE BENEFITS:

The Contractor shall make payments for fringe benefits in the amounts designated in the Schedule A's as of January 1, 2010, and such amounts shall remain in effect for the duration of this Agreement (subject to the provisions of (c) below), or until a modification is agreed upon pursuant to the provisions of Article XV.

Contractors who are not party to collective bargaining agreements with the Union, but who are required to comply with the provisions of this Agreement by virtue of Article III, shall be considered as complying with this Agreement by paying the employees the money equivalent of such fringe benefits in the form of supplementary wages.

(c) CONTRIBUTIONS TO NATIONAL FRINGE BENEFIT PLANS:

With the approval of the Secretary-Treasurer of the Building and Construction Trades Department and a representative of the Project Contractor, the Contractor shall make payment for fringe benefits in the amount universally required by any national, jointly-trusted fringe benefit plan to which payments were required pursuant to the appropriate Schedule A under this Agreement as of January 1, 2010.

(d) The wages and benefit levels established under this Article shall be the only rates paid pursuant to this Agreement, and it shall be a violation of this Agreement for any Union or employee to demand, wages or benefits in excess of such rates.

(e) Any employee forced to wait beyond normal working hours for their pay shall be paid waiting time at the overtime rate. In the event of a pay shortage, the Contractor shall issue a make-up check for any straight time hours, or any overtime hours in excess of five (5) hours, the Monday following payday. All other shortages shall be made up in the next regular paycheck. In the event of a layoff, the shortage shall be made up immediately. Any employee who is affected by reduction in force shall be paid all wages due him/her. Any employee terminated for cause shall have their final paycheck available for pickup or forwarded to their current mailing address the following business day.

## **ARTICLE XI - HOURS AND WORKING CONDITIONS**

### **(a) WORK WEEK**

The normal work week shall be five (5) consecutive days, Monday through Friday. The Buena Vista Construction Co. workweek ends at the end of day shift on Friday. The Project Contractor may operate a third shift five (5) consecutive days Sunday through Thursday, between the hours of 9 p.m. and 5 a.m., with Friday and Saturday being considered the sixth and seventh day respectively, and all employees

on that schedule shall be paid at the overtime rate for Friday and Saturday work. Any employee called in to work a one-day call on a third shift operating on this schedule shall be paid the overtime rate if the one-day call is on a Friday or Saturday. The Project Contractor may operate a separate third shift which operates on a normal Monday through Friday schedule and employees who work on this schedule shall be paid in accordance with the Monday through Friday schedule.

(b) PAYROLL WEEK

1. The Payroll Week may be changed once during the term of this agreement by the Company upon giving two (2) weeks notice to the Union.

(c) WORK DAY

1. The normal work day shall consist of eight (8) consecutive hours starting between the hours of 5:00 a.m. and 10:00 a.m., exclusive of an unpaid lunch period not to exceed one-half (1/2) hour. Where operational needs require, the Contractor may change an established starting time, without penalty, a maximum of once per week.

(d) SHIFT WORK

Any work starting outside the 5:00 a.m. and 10:00 a.m. window, referenced above, shall be paid a premium of fifteen percent (15%) for all hours worked. Effective December 26, 2010, the shift premium will not exceed \$3.25 per hour. No shift premium shall be paid where overtime premium rates are paid for the same hours, except as required in the computation of average rate for overtime under FLSA.

(e) TEN (10)-HOUR SHIFTS

The Contractor may schedule four (4) ten (10)-hour shifts provided the schedule

is no less than four (4) consecutive work days, Monday through Friday.

(f) TIME BETWEEN SHIFTS

The Contractor will schedule no less than eight (8) hours between the quitting time of a work day and the starting time of the following work day. If less than eight (8) hours are scheduled, the employees shall be paid at time and one-half (1-1/2) the basic hourly rate of pay for all hours worked in that following work day.

(g) HOLIDAYS on the Project shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be considered a holiday. Holidays for employees on third-shift schedules will be observed beginning with the third shift on the eve of the holiday through the start of the third shift on the day of the holiday or otherwise at management's discretion.

(h) PAY DAY

Wages due shall be paid to all employees weekly and not later than three (3) work days following the week in which earned, if possible, but in no event later than five (5) work days following the week in which earned. Wages shall be paid by check, drawn on a local bank, prior to quitting time on the designated day. The check shall have an attached record showing the employee's name, personnel number, rate of pay, number of regular and overtime hours worked and the amount and reason for all deductions from gross pay.

(i) PREMIUM PAY

There will be no premium pay for any work on this project, except as specifically provided.

(j) TRAVEL PAY

There will be no travel pay required for any work on this project.

(k) SUBSISTENCE

There will be no subsistence pay required for any work on this project.

(l) OVERTIME

All work on Saturdays, Sundays, holidays and overtime hours prior to or beyond the end of any eight (8) hour shift [or ten (10) hour shift scheduled in accordance with Article XI (d)] shall be paid at time and one-half (1-1/2) the basic hourly rate of pay.

(m) REPORTING PAY

1. An employee, after being hired and reporting for work at the regular starting time, for whom no work is provided, shall receive pay for two (2) hours unless he/she has been notified before leaving his/her home not to report. An employee who reports for work and for whom work is provided shall receive pay for such hours worked, but not less than the two (2) hours which otherwise would have been received if no work had been provided. To be eligible to receive such reporting pay the employee must check in at the job at the regular starting time and remain available for work for the period compensated.
2. Section 1 shall not apply if the employee involved reports for work in an unfit condition or is incapable of performing or unable to perform said work.

(n) BREAK PERIOD

The work break is to be allowed once in mid-morning at the employee's work station for the duration of ten (10) minutes.



(o) STARTING AND QUITTING TIME

Starting time shall commence and quitting time shall end at the employee's place of work. Employees shall be at their place of work at starting time and shall remain at their place of work until the supervisor or the Contractor indicates quitting time. The Contractor shall have the right to determine the place of work. The Contractor will provide safe and secure gang boxes and change sheds as needed. It is agreed and is the intent of the parties that there be a full day's work for a fair day's wage.

(p) TOOLS OF THE TRADE

There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within their jurisdiction, provided that the employee can safely use the tools and/or equipment involved.

(q) WORK AND CONDUCT RULES

Slowdowns, standby crews, establishment of minimum crew sizes where not required by applicable safety laws or regulations, and non-working Forepersons will not be permitted.

**ARTICLE XII - PROTECTION OF LIFE AND PROPERTY**

Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor. Failure to do so may result in immediate dismissal.

**ARTICLE XIII - SAFETY, HEALTH AND SANITATION**

(a) The Contractor and employees shall comply with all applicable provisions of State and Federal laws and regulations relating to job safety and safe work practices.

(b) Contractor shall provide a convenient and sanitary supply of drinking

water and sanitary drinking cups or fountains.

(c) Contractor shall provide sanitary toilet facilities with wash facilities for the employees.

(d) Contractor shall provide a safe place for storage of tools and facilities for changing clothes.

(e) Effective April 2, 1994, the Union shall be required to provide the Contractor with employees having the requisite safety training required by Law.

#### **ARTICLE XIV - NON-JOURNEYPerson CLASSIFICATIONS**

(a) The Contractor and Union agree to the utilization of apprentices, pre-apprentices, trainees, helpers, starters, or probationary employees, whichever is the appropriate designation for the craft involved, in the manner set forth in (b), and the Local Unions agree to supply the Contractor with such employee classifications. The Contractor may request and the union shall refer up to 33-1/3%, by craft, of such classifications.

(b) It is understood that the non-Journey person classifications as set forth in (a) are employees who work with the Journey person of that craft. They will be assigned by the Contractor to perform only such work as is normally performed by their craft and which they are capable of performing as determined by the Contractor.

(c) The Contractor may specifically request, and the Union shall refer, apprentices by apprentice year before requesting non-Journey person classifications. If the Union is unable to refer apprentices by apprentice year, the Contractor may request, and the Union shall refer, non-Journey persons in the appropriate designations for the craft(s) involved.

(d) Apprentices shall be employed at the standard apprentice rate set forth in

the Schedule "A"; all other non-journeypersons shall be employed at a hourly rate mutually agreed to between the Contractor and the Affiliate.

(e) In the event the Union is unable to fill any requisitions for applicants for apprentice or other non-Journeyperson classifications within forty-eight (48) hours, the Contractor may employ applicants for such classifications from any other available sources.

#### **ARTICLE XV - DURATION OF AGREEMENT**

This Agreement and the Schedule A's in effect as of January 1, 2010 shall continue in effect until December 28, 2013, and from year to year thereafter, except for the Schedule A's, unless written notice of a desire to terminate or modify this Agreement is served by the Building and Construction Trades Department, AFL-CIO, or by the Project Contractor upon the other at least sixty (60) days prior to December 28, 2013, or December 28 of any subsequent year.

#### **ARTICLE XVI - GENERAL SAVINGS CLAUSE**

It is not the intention of either Contractor or Union parties hereto to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, Contractor and Union agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by

such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto. This Article shall not be construed to waive the prohibitions of Article VII.

#### **ARTICLE XVII - ENTIRE UNDERSTANDING**

The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the wording of this Agreement. This Agreement may be amended only by written agreement signed by both parties.

#### **ARTICLE XVIII - MORE FAVORABLE AGREEMENTS**

If, during the term of this Agreement and any extensions thereof:

- (a) A majority of the Local Unions covered by this Agreement execute a Project Agreement; or
- (b) A majority of the Local Unions covered by this Agreement individually execute separate bargaining agreements with the same employer or covering a specific project; or
- (c) If any Local Union covered by this Agreement executes a collective bargaining agreement with a recognized employer bargaining group for that craft; or
- (d) A Local Union(s) covered by this Agreement executes a collective bargaining agreement with an employer who competes for work against Buena Vista Construction Co. on the Walt Disney World Resort property; where such agreement or agreements are for the performance of commercial and industrial construction work, and where they contain wages, fringe benefits, or working conditions more favorable to an employer or employer bargaining group than those contained in this Agreement, the Project Contractor shall have the right to amend the provisions of this Agreement, by

written notice to the Union, and thereafter the more favorable provisions will be part of this Agreement.

Furthermore, where a Local Union(s) executes a collective bargaining agreement with an employer which contains wages, fringes, or working conditions more favorable than this Agreement, such employer may bid as a subcontractor to Buena Vista Construction Co. utilizing the more favorable collective bargaining agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the January 1, 2010.

**FOR THE UNION:**  
**Building and Construction Trades Department,**  
**AFL-CIO**

By \_\_\_\_\_  
Sean McGarvey, Secretary - Treasurer

**FOR THE PROJECT CONTRACTOR:**  
**Buena Vista Construction Co.**

By \_\_\_\_\_  
Greg Ruse, Vice President

**Central Florida Building and Construction**  
**Trades Council**

By \_\_\_\_\_  
Harry Brown, President

**Walt Disney World Co.**

By \_\_\_\_\_  
Stephen C. Eisenhardt, Vice President  
Labor Relations

International Association of Heat and Frost Insulators  
and Asbestos Workers

International Union of Bricklayers & Allied Craftsmen

United Brotherhood of Carpenters and Joiners of America

International Brotherhood of Electrical Workers

Laborers' International Union of North America

International Union of Operating Engineers

International Association of Bridge, Structural  
and Ornamental Iron Workers

International Union of Painters and Allied Trades

International Association of Journeymen and Apprentices of the  
Plumbing and Pipe Fitting Industry of the Union States and Canada

United Union of Roofers, Waterproofers and Allied Workers

Sheet Metal Workers' International Association

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