AGREEMENT

BETWEEN

WALT DISNEY WORLD CO.

AND THE

CRAFT MAINTENANCE COUNCIL

EFFECTIVE SEPTEMBER 30, 2012 THROUGH October 01, 2016
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WALT DISNEY WORLD CO.
MAINTENANCE LABOR AGREEMENT
EFFECTIVE SEPTEMBER 30, 2012

THIS AGREEMENT entered into this 30th 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.”

ARTICLE 1 - PURPOSE

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.

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.

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

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

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

SECTION 3.

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

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

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

ARTICLE 6 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. During the existence of this Agreement, there shall be no strikes, picketing, work stoppages, or disruptive activity by the Union or by any employee, and there shall be no lockout by the Company.

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

SECTION 3. The Union shall not sanction, aid or abet, encourage or condone a work stoppage, strike or disruptive activity at Walt Disney World Resort and shall undertake all possible steps to prevent or to terminate any strike, work stoppage, or disruptive activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of Walt Disney World Resort shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility. The failure of the Company to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the Company's right to discipline all employees for any other cause be in any way affected by this Section.
SECTION 4. Disputes between the Unions, parties hereto and any concessionaire operating in Walt Disney World Resort shall be so handled as not to interfere with the Company’s business or the business of any other concessionaire not a party to such disputes. No picketing or concerted action against any one or more of the concessionaires will be conducted at Walt Disney World Resort or near or around the entrance or exit of Walt Disney World Resort.

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

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

(a) The party invoking this procedure shall notify Roger Abrams, whom the parties agree shall be the permanent Arbitrator under this proceeding. In the event the permanent Arbitrator is unavailable, he/she shall appoint his/her alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice to the Business Manager of the Union alleged to be in violation of the Agreement, and a copy to the Union Co-chairman of the Walt Disney World Grievance Arbitration Committee.

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

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

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Award will be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove, in the following manner. 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 Section 5 (d) 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 rights to participate in a hearing for a final Order of Enforcement. The Court’s Order or Orders enforcing the Arbitrator’s Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

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

(g) The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the party or party’s respondent.
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.
Step 3.

(a) A step 3 grievance is timely if submitted in writing to Labor Relations within seven (7) working days from the Step 2 decision.

(b) The grievance shall have been submitted but not adjusted under Step 2, either party may within five (5) calendar days after receipt of the written reply request in writing that the grievance be submitted to a Joint Standing Committee. The Joint Standing Committee shall consist of one representative of the Company and one representative of the affiliated Union(s).

(c) The Joint Standing Committee shall meet periodically to investigate, review, and if necessary, conduct a hearing of all outstanding grievances referred to it. Decisions of the Joint Standing Committee shall be final and binding upon all parties at interest. The Joint Standing Committee shall provide a written determination of all cases reviewed within five (5) calendar days after it has met. If the Joint Standing Committee is unable to resolve a grievance before it, the grievance may be appealed to the next Step of the grievance procedure.

(d) Either party may elect to appeal the grievance directly to Step 4.

Step 4

(a) If the grievance has been submitted, but not adjusted, under Step 3, the Company or Union may submit the grievance to Arbitration.

(b) All termination related grievances must be submitted in writing for arbitration to Labor Relations within seven (7) working days from the Step 3 decision to be deemed timely.

(c) The moving party is responsible for the scheduling of the arbitration within 30 days of being submitted.

(d) Any grievance, with the exception of termination related grievances, shall be deemed to be waived or abandoned if not resolved within one (1) year from the date of the Step 2 grievance being filed with Labor Relations unless all the Steps and time limits are properly invoked within the period specified unless otherwise mutually agreed upon. In case of default by the Company within the one (1) year timeframe the grievance will be granted. In case of default by the Union within the one (1) year timeframe the grievance will be considered withdrawn, waived or abandoned.

(e) In the event an arbitrator cannot be mutually agreed upon within five (5) working days after the written demand for arbitration has been served the following shall apply There shall be a permanent panel of four (4) arbitrators, Donald Crane, Martin Holland, Marsha Murphy, and James Odom to hear and determine the specific grievance. The arbitrators shall serve on a rotating basis in alphabetical order by last name. An Arbitrator will be passed in rotation and the parties will proceed to select the next Arbitrator on the list if: the Arbitrator is unable or unavailable to conduct the hearing within thirty (30) days of being selected, unless the Company and Union mutually agree to waive the time limit; or an assigned case is settled at any time prior to the Arbitrator rendering a decision. The Arbitrator shall be the sole arbitrator to hear and determine the matter. The decision of the Arbitrator shall be final and binding on all parties with no further appeal, except for reasons of setting aside an Arbitrator's Award.

(f) A new panel of Arbitrators may be selected every two (2) years if mutually agreed upon by the Company and the Union.

(g) Only one grievance shall be before a specific Arbitrator at one time, except by mutual agreement of the parties.
(h) The Arbitrator must submit the decision to the parties within thirty (30) calendar days of the hearing date or the date on which post hearing briefs are submitted to the Arbitrator, whichever is later.

SECTION 3. GRIEVANCE SETTLEMENTS

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

SECTION 4. GRIEVANCE PROCEDURE REPRESENTATIVES

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

ARTICLE 8 - DISCIPLINE AND DISCHARGE

SECTION 1. STANDARD OF CONDUCT: High standards of conduct are necessary to preserve the Company's public image and to insure a safe, harmonious, and productive working atmosphere. The Company shall administer the sections of this Article with due consideration for the employee. Such consideration shall include length of service, work record, and seriousness of violation.

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

SECTION 3. DISCIPLINARY PROGRESSION: The disciplinary progression will be verbal, verbal, written, termination.

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

SECTION 5. REPRIMANDS:

(a) Verbal Reprima(d)s. A verbal reprimand will be issued for less serious violations. A verbal reprimand should indicate that a reprimand is being administered relative to a specific subject or subjects and the employee will receive a written record of the fact that such reprimand has been given and will acknowledge receipt by signing a file copy.

(b) Written Reprimand(s). Written reprimand(s) may be given to an individual after two (2) verbal reprimand(s) for the same type of offense or upon a single occurrence when the offense is of a more serious nature but not serious enough to warrant immediate dismissal or suspension. Whenever the Company reduces a reprimand to writing, it shall be signed by the Supervisor who will present and discuss the reprimand with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been received by the employee.

(c) Reprimands will be issued verbally or in writing on a specific subject or subjects and will be administered by the Supervisor who will present it and discuss it with the employee. Reprimands will be presented and discussed within fifteen (15) calendar
days after the occurrence, or within fifteen (15) days after the immediate supervisor
has had a reasonable opportunity to become aware of and complete an investigation
of the occurrence, whichever is later, unless prevented by the absence of the
employee or extenuating circumstances beyond the control of the Company. These
time limits shall not apply to discipline based on attendance, clocking or discipline as
a result of a HR Compliance investigation.

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

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

(a) Dishonesty.

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

(b) Misconduct that is detrimental to the Company.¹

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

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

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

(f) Willful insubordination.

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

(h) Repeated violation of the grooming policy.

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

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

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

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

(m) Sleeping while on duty.

(n) Sexual harassment.

¹ 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.
Possession of dangerous or unauthorized materials such as explosives, firearms, or other similar items on Company property.

SECTION 8. WALT DISNEY WORLD ABSENTEEISM AND TARDINESS STANDARD:

(a) Absences:

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

(b) Tardiness:

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

(c) Procedures:

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

   a) Work incurred injuries;
   b) Medical leaves;
   c) Release of shift for medical reasons\(^2\)
   d) ADO\(^3\)
   e) Scheduled personal leaves where the Company agrees in advance to the leave
   f) Subsequent consecutive call-ins for the same illness or injury will not count as an additional occurrence
   g) The first six (6) call-in or call-sick days, paid or unpaid, per rolling twelve (12) month period, will not count against the attendance matrix providing the employee meets the following criteria:
      i) The employee must not have received attendance discipline in the prior twelve (12) months.

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

2. An Employee’s failure to notify the Company of his/her absence prior to the start of his/her shift may be subject to disciplinary action not excluding termination for poor judgment.

3. Any twelve (12) month period free from discipline will result in beginning again at first step of progressive discipline.

\(^2\) Release of shift for medical reasons shall include physical therapy which cannot be scheduled outside the employee’s normal shift.

\(^3\) 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.
4. All references to time periods in this Article refer to continuous work periods specifically excluding any leaves of absence.

5. Must be employed by the Company and working under the Craft Maintenance Agreement for a period of one (1) year in order to be eligible for the Call Free Days.

SECTION 9. CLOCK IN/CLOCK OUT STANDARD

Failure to either Clock in or Clock out:

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

Tracking:

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

Procedures:

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

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

(a) Failure to clock as a result of a lost, stolen, or damaged ID card is considered one-half (½) point. (During the time it takes the Employee to replace a lost, stolen, or damaged ID card [maximum seven (7) days], the clock infractions will not be counted toward this point matrix system for disciplinary purposes.)

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

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

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

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

ARTICLE 9 - ACCESS OF UNION REPRESENTATIVES

SECTION 1. Representatives of the signatory Unions, designated in writing to the Company by the Union concerned, shall be permitted to enter the Walt Disney World Resort area for the purpose of determining that this Agreement is being complied with by the Company and for the presentation and handling of grievances. Such representatives, who shall not be more than four (4) in number for each Local Union shall comply with the Union access regulations of the Company, and attempt to notify the appropriate Supervisor prior to entering a work area, and shall not unnecessarily
interrupt the performance of employee work assignments. Requests for additional representatives will be considered by the Company on an individual basis.

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

ARTICLE 10 - STEWARDS

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

SECTION 2. The Company will consult with the appropriate Union prior to changing a Steward’s schedule or transferring, or discharging a Steward.

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

ARTICLE 11 - CHECK-OFF

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

ARTICLE 12 - BULLETIN BOARDS

The Company shall provide bulletin boards in areas designated by the Company, which are frequented by employees for the posting of official Union notices. The board shall be covered with glass and under lock. The key shall remain in the possession of a Department Head and additional keys will be available through the Division Director’s office. These boards shall be used for the display of official Union notices and any Company issued information. It is agreed that no Union matter of any kind shall be posted in and about the premises of Walt Disney World Resort except on said boards. It is agreed by the Union and Management that it is the responsibility of each employee to be knowledgeable of notices posted. The Union agrees not to post material of a derogatory nature regarding the Company or its personnel. Following notice to the local Representative of the Building and Construction Trades Department (“Union”), the Company may remove such materials from the bulletin boards.
ARTICLE 13 – NONDISCRIMINATION AND NON-RETALIATION

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

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

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

ARTICLE 14 - NEW EMPLOYEE SELECTION

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

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

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

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

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

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

SECTION 7. The Union will provide referrals for WDW retiree utilization.

ARTICLE 15 - ALCOHOL AND DRUG ABUSE POLICY

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

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

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

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

1. The individual(s) subject to testing is directly linked to the accident.

2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed $4,500.00.

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

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

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

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

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

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

SECTION 4. Any employee who tests negative to any drug test under this Agreement (other than random tests as a follow-up to rehabilitation) shall be compensated for all lost time, at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of overtime premium eligibility.
SECTION 5. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the Company will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Company has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Any evidence of any form of tampering, altering, or diluting of a specimen will result in discharge.

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

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

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

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

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

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

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

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

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

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

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

(a) Positive thresholds for any other test methodologies will be reviewed with the Union before they are applied. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration.
(b) It will be the burden of the Company to establish the acceptability of the test and the reasonableness of the threshold.

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

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

SECTION 11.

(a) The Company will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited below. The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and which is operated by a certified technician, shall be conclusive proof of the accuracy of the results.

(b) Where employees elect under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs.

(c) If a test reveals the presence of alcohol at a level greater than 0.00% but less than 0.04%, the employee shall not be permitted to work for the remainder of the day. In this situation, the employee will be released from their shift (unpaid). Upon returning to duty, the employee is subject to a second alcohol test. If the second test finds any detectable alcohol concentration, the employee may be subject to disciplinary action, up to and including termination.

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

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

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

SECTION 12.

(a) No employee shall be discharged solely as the result of a positive drug or alcohol test pursuant to Section 1(a) or 1(b) above, so long as he/she agrees to participate in an EAP, the cost of which will be covered by the Company provided health insurance to the extent provided under the plan terms. Failure to seek and receive EAP assistance and failure to abide by the terms and conditions of the prescribed
treatment will be grounds for discharge. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation through the EAP on the same basis it is granted for other medical conditions.

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

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

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

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

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

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

ARTICLE 16 - SENIORITY

SECTION 1.

(a) The principles of seniority shall be observed in layoffs and recalls. The parties hereto recognize that there may be certain deviations from these principles. The Company agrees in such instances to discuss proposed deviations from the applications of the seniority principle with the appropriate Union Representative. Unless required to deviate for reasons of employee qualifications necessary for the efficient operation of the Company, the Company shall adhere to seniority for layoffs, recalls, transfers, days off, vacation selection, and in establishing work schedules by central or area location. Any deviation from seniority in these areas will be discussed with the Union prior to implementation. The determination of an employee's qualifications shall be made by the Company, but any dispute arising under this Section shall be subject to the Grievance Procedure. The Company will make every effort to reassign as quickly as is practical, employees exercising their seniority under this provision.
(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
specific project for a short period (not to exceed one hundred eighty [180] days). The Company will notify the respective Union in writing of the nature of the job opening and the approximate length of time the job will last.

(a) An employee hired on a temporary status does not participate in Company benefits, such as vacations and holidays, except that when he/she has completed thirty (30) days of work from his/her most recent date of hire he/she shall be entitled to receive holiday benefits for which he/she has otherwise qualified.

(b) The Company shall have full selectivity relative to the layoff and rehire of a temporary employee.

(c) A temporary employee who is converted to full time status shall receive a seniority date which is identical to his/her most recent date of hire as a temporary employee, and shall receive credit for all straight time hours worked from his/her seniority date, for longevity wage increases, vacation accrual, or any other benefits, where accrued hours may be a factor.

(d) If prior to the expiration of the one hundred eighty (180) day temporary work period the Company determines that a full time opening(s) exists in a particular job classification, the Company shall notify the Union of this opening in accordance with Article 14 of this Agreement prior to the time that any temporary employee is promoted to this job opening.

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

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

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

ARTICLE 17 - TRAINING PROGRAM

SECTION 1. The Union and the Company recognize that, for many reasons the maintenance of the Walt Disney World Resort facilities is unique. It is agreed that a maintenance training program may be required for certain classifications of work. Thus, training programs may be developed by the Company to train employees in the skills needed, both manual and technical. The time required for training these employees may differ according to the ability and background of the trainees and the classification of work for which they are being trained. The trainee shall be rotated through each phase of the classification within the particular seniority unit, to ensure basic Journeyman training. Trainee rates are listed in Addendum "A" attached. The Company will consult with the Union involved concerning modification or establishment of new training programs and a copy of the program will be given to the Union prior to implementation.
SECTION 2. Each training Committee will have at least one (1) Union Representative from the Craft Union involved.

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

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

SECTION 5.

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

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

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

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

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

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

ARTICLE 18 - LAYOFF

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

SECTION 2.

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

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

(c) Employees who are recalled will maintain their seniority date and continuous service date for purposes of Company benefits.
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.
(d) An employee who fails to return from medical leave of absence or to seek a release to return to work from the medical leave of absence will be considered to have voluntarily terminated.

(e) Pregnant employees must provide a written statement from their personal physician documenting any medication, work restrictions, and a designated date beyond which it is not satisfactory for her to continue working.

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

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

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

SECTION 4. EMPLOYEE MEDICAL INFORMATION.

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

SECTION 5. OCCUPATIONAL MEDICAL LEAVES.

(a) Any employee on medical leave as a result of an on-the-job compensable injury shall retain and accrue seniority during such leave.

(b) Upon being released for return to work, if the employee has been off forty-five (45) days or less, he/she will be assigned to the same department and shift that he/she was assigned to prior to the leave. If the employee has been off for more than forty-five (45) days, he/she will be placed in the same department to which he/she was assigned prior to the leave, provided he/she has the necessary seniority.

(c) Employees who are on leave of absence for an occupational injury will receive credit toward scheduled step increases.

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

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

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

(a) The Company will pay an employee for his/her regularly scheduled shift, while service on jury duty, provided such time shall not exceed eight (8) hours in any day or forty (40) hours in any pay period week. Employees who are normally scheduled to work second or third shifts should be temporarily rescheduled to the first shift for the duration of the jury duty, but will be paid the appropriate shift differential. Employees shall not be eligible to receive more than twenty (20) days of jury duty pay in any calendar year. Deductions of jury duty fees will not be made unless service on the
jury exceeds one (1) week. Jury duty will not count towards the computation of overtime.

(b) If an employee is released from jury duty and four (4) or more hours remain in his/her scheduled shift, he/she is required to return to work that day.

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

SECTION 9. BEREAVEMENT LEAVE.

(a) Employees bereaved by the death of a member of their immediate family are granted time off with pay for time necessary to travel to and from the funeral location and attendance at the funeral.

(b) The deceased must be a spouse, qualified same-sex domestic partner, child, step-child, grandchild, parent, parent-in-law, grandparent or sibling of the employee. If an employee was especially close to or had responsibility for a relative other than these, bereavement leave may be granted by the Area Executive and Labor Relations.

(c) Bereavement leave shall be paid up to a maximum of five (5) days. An employee will be entitled to receive three (3) days of paid leave, to attend in-state funerals and five (5) days of paid leave, to attend out-of-state funerals. Additional unpaid time may be granted where appropriate.

(d) Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused bereavement leave. An employee, who is on a leave of absence to care for a relative covered above, will be eligible for bereavement pay in the event of the death of that relative. Bereavement leave will not count towards the computation of overtime.

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

ARTICLE 20 - WAGE RATES, HOURS OF WORK, AND OVERTIME

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

SECTION 2. PAYROLL WEEK. A payroll week is a period of seven (7) days starting at 8:00 a.m. on each Sunday and ending at 8:00 a.m. on the same day in the following week. The Payroll Week may be changed once during the term of this agreement by the Company upon giving two (2) week's notice to the Union.
SECTION 3. WORKWEEK. Individual employee workweeks shall consist of forty (40) hours in the seven (7) day period commencing at the start time of the first five scheduled workdays and ending at the same time on the eighth calendar day following. This does not constitute a guaranteed workweek for pay purposes. The standard forty (40) hour work week will not be changed unless mutually agreed upon by both the Company and the Union. Employees may be offered individual opportunities to work voluntarily reduced hours workweek schedules.

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

SECTION 5. SCHEDULES.

(a) An individual employee will be assigned any combination of two (2) consecutive days off within a seven (7) consecutive day period.

(b) The Company may change an employee's shift provided the employee is given five (5) days notice. If less than five (5) days notice is provided, the employee will be paid one and one-half (1-1/2) times the regular straight-time rate for those hours worked outside of the regularly scheduled shift. A temporary shift change must be for five (5) consecutive days.

(c) The Company may change an employee's shift start time up to two (2) hours, without notice or penalty, when the necessity for the change is the result of extreme weather conditions or conventions/special events scheduling.

(d) When the Company requires an employee to change the employee's shift on a temporary basis, the employee shall receive the shift premium for the shift the employee is moved to or the shift premium of the employee's regular shift, whichever is higher.

SECTION 6.

(a) The Company shall pay time and one-half (1-1/2) for all consecutive hours worked in excess of eight (8) hours beginning at the start of any regularly scheduled shift.

(b) The Company will pay double time (2 xs) for all hours commencing with the seventeenth (17) cumulative hour when an employee has worked more than sixteen (16) consecutive hours.

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

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

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

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

SECTION 11. A one-half (½) hour unpaid lunch period as near the midpoint of the shift as practical will be assigned each employee.
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 (½) 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:
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;
12. The following employees entering a department or changing shifts during the calendar year/equalization period, shall be Credited with the average number of hours worked in such department:

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

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

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

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

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

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

**ARTICLE 21 - PAYDAY**

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

**ARTICLE 22 - REPORT PAY**

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

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

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

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

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

**ARTICLE 23 - CALLBACK PAY**

**SECTION 1.** Callback pay shall apply to that period of time starting after an employee leaves work following completion of his/her regular shift within his/her workday.
SECTION 2. An employee who, during such period of time, is called back to work, shall be paid a minimum wage equal to four (4) hours at time and one-half (1-1/2) his/her regular straight time hourly rate.

ARTICLE 24 - WORKING FOREMAN AND PLANNED WORK SPECIALIST

SECTION 1. WORKING FOREMAN

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

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

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

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

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

SECTION 2. PLANNED WORK SPECIALIST

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

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

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

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.
SECTION 4. Open positions for the Area Mechanic classification will be identified as such on the posting for the opening. The primary craft will be identified in the classification title, and the secondary craft(s) will be identified in the description. A majority of the qualifications required will pertain to the primary craft. Secondary Craft(s), as identified by a classification in Addendum A, will not be used to exempt employees from the seniority principles outlined in Article 16.

SECTION 5. Where the amount of work available in a particular area warrants the hiring of a particular Craft, the Area Mechanic classification will not be utilized to avoid hiring the appropriate Craft.

ARTICLE 26 - WORK BY SUPERVISORS

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

(a) For emergency purposes.
(b) In the instruction and training of employees or Supervisors.
(c) Work of an experimental nature.
(d) Testing materials and production.
(e) Start-up operations but not routine or regular start-up of existing operations.
(f) To protect Company property and/or to insure the safety of employees.

ARTICLE 27 - EMERGENCY WORK AND RUNNING REPAIRS

SECTION 1. Any employee may be requested to perform emergency work, which includes any situation endangering other persons or which might result in significant property damage.

SECTION 2. Running repairs may be performed by any employee and are generally defined as minor repairs, resets, or adjustments which can be done without a cessation of normal operations, or where such repairs, resets, or adjustments can restore such equipment or unit to operation without an extended shutdown.

ARTICLE 28 - HOLIDAYS

SECTION 1. There will be seven (7) core holidays and three (3) personal holidays.

(a) The core holidays are:

(1) New Year's Day
(2) Martin Luther King Jr. Day
(3) Memorial Day
(4) Independence Day
(5) Labor Day
(6) Thanksgiving Day
(7) Christmas Day
(b) The three (3) personal holidays may be used on dates mutually agreed to by Management and the employee.

SECTION 2.

(a) Each employee (except as provided in Article 16, Section 5) will receive holiday pay at the employee’s regular straight time rate for each such holiday not worked, providing he/she works his/her scheduled shift prior to and the first scheduled workday immediately following such holiday. If the employee’s failure to work his/her regularly scheduled shifts immediately before and the first scheduled workday after the holiday was due to personal illness, injury, or death in the immediate family and the employee satisfied the Company in this respect, he/she shall be eligible to receive holiday pay. Permanent employees will be offered any opportunity to work on a holiday, prior to probationary or temporary employees. Employees on an authorized leave of absence of six (6) days or longer are not eligible for holiday pay.

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

SECTION 3. PERSONAL HOLIDAYS

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

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

(a) Must be taken within the calendar year;

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

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

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

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

(f) Employees with less than one (1) year of service as a full-time employee on January 1 will be credited with one personal holiday on each of the following posting dates: March 1, June 1, and September 1. An employee must be statused as a full-time employee on the posting date to receive the personal holiday. (This would apply to any employee hired January 1, 2001 or after.)

SECTION 4.

(a) Each employee (other than temporary employee as defined in Article 16, Section 5) who works on a recognized holiday, and who works his/her scheduled shifts prior to and immediately following the holiday worked, shall receive his/her holiday pay plus his/her straight-time rate for all hours worked in his/her scheduled shift.

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

(c) Double time the employee’s regular rate shall be paid for hours worked on the holiday outside his/her normal shift.
SECTION 5. Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime, unless the holiday falls on one of the employee's two (2) regularly scheduled days off or when a holiday falls during a vacation period.

SECTION 6. Should a holiday fall during the period of an employee's vacation, the employee shall be paid an extra day's pay or may elect one of the following options:

(a) Receive Vacation Pay and Holiday Pay; or

(b) Receive Holiday Pay only and elect to take another day off (vacation) in lieu of receiving Vacation Pay on the Holiday. For example, if the employee was on vacation for five (5) days Monday through Friday and the Holiday was on Monday, the employee could elect not to receive the Vacation Pay and request to take the following Monday off as a vacation day.

SECTION 7. Recognized holidays shall be observed on the date designated for observance by the Federal Government, except in the case of personal holidays and New Year’s Day, which shall be observed on January 1st, Independence Day, which shall be observed on July 4th, and Christmas, which shall be observed on December 25th.

SECTION 8. An employee who is regularly scheduled to work on a recognized holiday and who does not work shall not receive holiday pay.

SECTION 9. If a holiday worked falls on one of an employee's two regular days off, he/she shall receive straight time holiday pay for his/her regular scheduled shift, plus the rate he/she would have received if it had not been a holiday. If a holiday worked falls on one (1) of the employee's two (2) regular days off, he/she shall receive straight time holiday pay plus double time for the hours worked outside his/her normal shift.

SECTION 10. For the purpose of computing pay for work on a holiday, the twenty-four (24) hour holiday period shall commence at the start of the regular scheduled shift.

SECTION 11. Holiday work shall be divided equally, where feasible, among all employees otherwise scheduled to work that day for each shift per location. The Company will make every effort to schedule as many employees off on the holiday as possible, consistent with operational requirements. The Company agrees not to schedule employees to work on a holiday to avoid paying overtime on the sixth (6th) workday. Upon request, supervision will review the holiday work schedule with the area steward two weeks prior to the holiday.

ARTICLE 29 - VACATION PAY

SECTION 1. ELIGIBILITY, REGULAR FULL-TIME EMPLOYEES
All regular Full-Time employees shall accrue vacation based on the number of hours worked (straight time and overtime hours exclusive of the overtime premium) up to a maximum of 1800 hours, from date of hire to the end of the calendar year in which hired, and for each succeeding calendar year thereafter, based upon the conditions set forth in this Article. Paid vacation will be credited as hours worked for accrual towards vacation allowance.

SECTION 2. VACATION EARNED IN THE FIRST CALENDAR YEAR
Vacation earned in the first (1st) calendar year of service may not be used until nine (9) months of continuous service have elapsed from date of hire.
SECTION 3. VACATION HOURS ACCRUED

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

(b) An employee reclassified from temporary status to full-time status shall receive credit for the number of straight-time hours worked from his/her most recent date of hire as a temporary employee, provided that he/she complies with the eligibility requirements in (a) above.

SECTION 4. VACATION ACCRUAL FORMULA:

(a) Two (2) Week Vacation Accrual Formula:

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

(b) Employees will be eligible to accrue three (3) weeks of vacation on January 1st of the calendar year in which the fifth (5th) anniversary of continuous service will occur. For example, an employee whose fifth (5th) 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.

(c) Three (3) Week Vacation Accrual Formula:

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

(d) Employees will be eligible to accrue four (4) weeks of vacation on January 1st of the calendar year in which the seventeenth (17th) anniversary of continuous service occurs. For example, an employee whose seventeenth (17th) anniversary is on
October 1, 2013, will begin accruing four (4) weeks of vacation on January 1, 2013 based on the vacation accrual formula listed in (e) below.

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

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

SECTION 5. VACATION ACCRUAL

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

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

SECTION 6. PAY RATE FOR VACATIONS

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

SECTION 7. VACATION SCHEDULING

(a) Due to the nature of the Company’s operations and requirement for specified skills, vacations will be scheduled by the Company. Consideration will be given to 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:

1. 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.

2. All Employees over the age of eighteen (18) are eligible to make contributions to the
401(k) plan.

3. Employees eligible to begin to receive the matching contribution from the Company,
as outlined above, are defined as bargaining unit employees covered by this
agreement and will automatically be vested in the matching Employer contribution.
As of January 1, 2013, all current employees will be eligible to receive the matching
Employer contribution.

4. The Company reserves and retains the right to administer the Plan internally or
through the use of an outside administrator, to change or modify the investment
choices available to the participants of the Plan, to charge an administrative fee
directly to participant accounts, to charge transaction fees directly to a participant
account (for example, loan setup and ongoing processing fees), to modify the Plan as
necessary to remain in compliance with applicable law, and to make any other design
decision, change or modification to the Plan deemed appropriate by the Employer,
with the exception of vesting requirements, eligibility for participation and Employer
matching contributions.

5. Effective January 1, 2013, all new hires will be automatically enrolled in the Disney
Hourly 401(k) Plan, with an automatic employee weekly contribution rate of one
percent (1%) of the employee’s base salary. The new hire employee will be provided
with one-hundred and twenty (120) days from the date of hire to opt out of the plan.

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

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

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

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

An employee who is at least age sixty (60) prior to May 1, 1995, and completes the Service
Criterion thereafter, will receive his/her Retiree Health Benefits commencing at the later age of sixty-
two (62) or at the time he/she elects to take either early or normal retirement under the Retirement
Plan. An employee who met the Service Criterion prior to April 30, 1995, will also receive his/her
Retiree Health Benefits commencing at the later age of sixty-two (62) or at the time he/she elects to
take either early or normal retirement under the Retirement Plan, provided that such an eligible
employee who is under age 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,
and prior to his fifty-fifth (55th) birthday, will not be entitled to Retiree Health Benefits pursuant to the provisions of this paragraph. Eligibility, if any, for the Retiree Health Benefits will be dependent upon fulfilling the requirement of the second paragraph of this Section, subject to the rehire provisions of the following paragraph. Any employee covered by this paragraph who is rehired on or after his/her fifty-fifth (55th) birthday will remain entitled to retiree Health Benefits, under the provisions of this paragraph upon his/her subsequent retirement.

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

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

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

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

1. The employee has only one rehire date which occurs on or after May 1, 1995, and prior to his/her fifty-fifth (55th) birthday.

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

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

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

SECTION 2. HEALTH AND WELFARE.

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

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

<table>
<thead>
<tr>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3.00 per week</td>
<td>$12.00 per week</td>
<td>$5.00 per week</td>
<td>$10.00 per week</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.00 per week</td>
<td>$13.00 per week</td>
<td>$6.00 per week</td>
<td>$11.50 per week</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5.00 per week</td>
<td>$14.00 per week</td>
<td>$7.00 per week</td>
<td>$12.00 per week</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Employee Only</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5.00 per week</td>
<td>$14.00 per week</td>
<td>$7.00 per week</td>
<td>$12.50 per week</td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Straight time hours worked in calendar year</th>
<th>Earned sick leave hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1800</td>
<td>48</td>
</tr>
<tr>
<td>1500</td>
<td>40</td>
</tr>
<tr>
<td>1200</td>
<td>32</td>
</tr>
<tr>
<td>900</td>
<td>24</td>
</tr>
<tr>
<td>600</td>
<td>16</td>
</tr>
<tr>
<td>300</td>
<td>8</td>
</tr>
</tbody>
</table>

The maximum amount of sick leave that may be earned in one (1) calendar year is forty-eight (48) hours. All straight-time hours worked as well as all benefit paid time will be used in computing eligibility for sick leave. Unused sick leave may be accumulated up to a maximum of one hundred-sixty (160) work hours; any excess over this amount will rollover into employee’s vacation bank. At the beginning of each calendar year, after employee has completed the eligibility requirement, sick leave shall be made available for his/her use during that calendar year based on the
above noted hour formula in the prior calendar year. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee. In order to be paid sick leave, the employee must file a request for payment on the appropriate form and submit the form to his/her supervisor. This must be done within three (3) days after the employee returns to work. In the event that three (3) or more consecutive scheduled shifts of sick leave are applied for, the Company may request a written statement from a physician certifying as to the nature and length of employee's illness. However, the Company may require proof of illness in any case if desired and an employee not furnishing such proof will not be entitled to sick leave pay. Employees will not be entitled to sick leave during vacation or on days on which they were not scheduled to work. In the event the employee incurs a non-occupational illness while at work and is released from the completion of his/her scheduled shift by the medical department, the employee may apply for sick leave covering the unworked balance of that shift in amounts of one (1) hour. An employee who reports for work after the start of his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his/her scheduled shift and the time the employee actually started to work.

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

ARTICLE 31 - SANITATION AND SAFETY

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

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

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

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

ARTICLE 32 - COSTUMES AND PERSONAL APPEARANCE

SECTION 1. If the Company requires any employee to wear a work costume (except shoes, even if uniformity is required), it will be furnished at the Company’s expense.
SECTION 2. The cost of cleaning or laundering the clothing furnished under this Article shall be paid by the Company. Such clothing and other equipment will at all times remain the property of the Company and the employee who is issued any of these items will be fully responsible for seeing that they are properly cared for.

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

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

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

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

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

ARTICLE 33 - INTERPRETATION

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

ARTICLE 34 - SEVERABILITY

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

ARTICLE 35 - DURATION OF THE AGREEMENT

SECTION 1. This Agreement and any amendment or supplement hereto shall be in full force and effect from September 30, 2012 through October 1, 2016, and from year-to-year thereafter, subject to the right of either party to terminate the same at any anniversary of October 2, 2016, following October 1, 2016, upon the giving of written notice of termination not later than sixty (60) days next proceeding the effective date of such termination. If agreement is not reached for a
renewal of this Agreement by midnight of the December 31 next following after such sixty (60) day notice, both parties shall then be free to engage in a lawful strike or lawful lockout, as the case may be, until agreement is reached.

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

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