AGREEMENT

MAINTENANCE AGREEMENT

BETWEEN

DISNEYLAND RESORT
DIVISION OF
WALT DISNEY PARKS & RESORTS, U.S., INC.

AND

THE CRAFT MAINTENANCE COUNCIL
AND THE INTERNATIONAL UNIONS
AND LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES
COUNCIL

THREE (3) YEAR, THREE (3) MONTH AGREEMENT
MARCH 1, 2020 – MAY 31, 2023

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MAINTENANCE AGREEMENT

between

Disneyland Resort, a division of the Walt Disney Parks and Resorts, U.S., Inc.
(hereinafter referred to as the "Employer")

and

the DISNEYLAND CRAFT MAINTENANCE COUNCIL and the INTERNATIONAL UNIONS and the LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO,
whose names are subscribed
hereto, and who have through their duly authorized officers, executed this Agreement,
(hereinafter collectively called "Union")

Amending Agreement entered into March 1, **2020**. Amendment shall be effective March 1, **2020**, or at subsequent dates as set forth in this Agreement, hereinafter entitled the **2020** Agreement.

WITNESSETH:

SECTION 1 INTENT OF THE PARTIES

A. It is the intention of the parties of this Agreement to promote an increasing spirit of harmony between the Employer, party of the first part, and the employees of the aforementioned Employer, members of the Union, parties of the second part. There shall be no cessation of work through strikes against the Employer or lockouts by the Employer for the duration and term of this Agreement and all workmen covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of the other organizations, both independent and those affiliated with the AFL-CIO, without regard to past, present or future disputes based on jurisdictional claims.

B. All jurisdictional disputes between the Unions signatory hereto, or on whose behalf this Agreement is made, or any other Unions affiliated with the AFL-CIO, shall be determined in the manner and by the procedure established by the American Federation of Labor and Congress of Industrial Organizations and no jurisdictional stoppages or slow-downs shall be imposed upon Disneyland.

C. The Employer and the Union shall take all steps necessary to obtain compliance with subsections A and B above, and neither shall be liable for conduct for which it is not responsible. If the Employee contends that any Union has violated

subsections A or B, it will **notify** the signatory International President(s) of the local Union(s) involved advising him of that fact. The signatory International President(s) will immediately instruct, order and use the best efforts of his office to cause the local Union(s) to cease any violation of subsections A or B. Any signatory International Union complying with this obligation shall not be liable for the unauthorized acts of its local Union.

D. The Employer and the Union agree there shall be no discrimination against any employee or prospective employee on any basis which is now, or in the future becomes prohibited by the State of California and/or the United States Government.

SECTION 2 RECOGNITION

The Employer recognizes the Unions parties to this Agreement as the sole collective bargaining representatives of all of the Employer's employees who are in the classifications of work listed in Section **35 and the attached wage rates table** at Disneyland Park/Disney California Adventure, located at Anaheim, California **and all Facilities Operations Services (FOS) operations where unit members are regularly scheduled to perform bargaining unit work in support of Disneyland Park and Disney California Adventure, but excluded are all other employees,** salaried supervisory employees, office and administrative employees, nurses, and any other classification of employees excluded under the Labor Management Relations Act of 1947, as amended. This Agreement shall apply to the Employer's Maintenance operations at Disneyland Park/Disney California Adventure.

This agreement also applies to Downtown Disney as defined in the "Addendum to the 1998 Maintenance Agreement at Disneyland" dated July 10, 2000.

SECTION 3 UNION SECURITY

A. The Employer agrees that all employees on the Employer's payroll as of the effective date of this Agreement, or who are subsequently employed by the Employer, shall become and remain members of the appropriate Union in good standing within thirty-one (31) days of the effective date of this Agreement or their date of employment, whichever is the later, as a condition of continued employment.

B. The Employer agrees to call the respective Unions for employees and to give consideration to any referrals made within forty-eight (48) hours. Such applicants for employment shall be referred from nondiscriminatory lists maintained by the Union for such referrals. If the respective Union is unable to refer employees satisfactory to the Employer within forty-eight (48) hours, the Employer may hire from other sources, provided that said employees be notified before commencing employment that the Employer is operating under a Union Contract.

C. The selection of applicants by the Union for referral to jobs shall be on a nondiscriminatory basis, and shall not be based on, or in any way, affected by, Union membership, By- laws, rules or regulations, constitutional provision or any other aspects or obligations of Union membership, policies or requirements.

D. The Employer shall have the right to reject any job applicant referred by the Union.

E. The parties hereto shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangement, including the safeguards that the National Labor Relations Board and/or General Counsel of the National Labor Relations Board have deemed essential to the legality of an exclusive hiring agreement.

F. In the event that an applicant for employment feels that he has been the victim of discriminatory hiring practices by either the Employer or the Union, he may appeal such alleged discrimination to the Disneyland Park/Disney California Adventure Joint Conference Board within three (3) working days after such discriminatory practices are alleged to have occurred. The Joint Conference Board shall then have ten (10) working days in which to meet and make a decision with respect to the alleged discrimination. Should the applicant for employment be dissatisfied with the decision of the Joint Conference Board, he may then appeal his case to an impartial arbiter. Such impartial arbiter shall be selected and the alleged discrimination shall be arbitrated pursuant to the then existing rules of the American Arbitration Association.

G. It is understood that the Employer may, where applicable, hire or transfer employees who have been working at Disneyland/Disney California Adventure for the Employer, or other contractors on construction work, to maintenance work covered by this Agreement by calling the Union beforehand.

SECTION 4 NOTICES

The Employer agrees to recognize the various craft jurisdictions of work of the Union parties hereto, but shall not be required to recognize any conflicting areas of work jurisdiction.

All notices given under this Agreement shall be given by and to the Employer on the one side and the Disneyland/Disney California Adventure Craft Maintenance Council and appropriate signatory International Unions and the Building and Construction Trades Council of Orange County, AFL-CIO, on the other.

SECTION 5 ACCESS TO UNION REPRESENTATIVES

Representatives of the signatory Unions, designated in writing to the Employer by the Union concerned, shall be permitted to enter the Disneyland/Disney California Adventure area for the purpose of determining that this Agreement is being complied with by the Employer and for the presentation and handling of grievances. Such representatives, who shall not be more than three (3) in number for each Local Union, shall comply with the Security regulations of the Employer, and shall not unnecessarily interrupt the performance of employee work assignments.

SECTION 6 MANAGEMENT RIGHTS

The operation of the business, including the direction of employees and determining the number of classifications and employees required, shall be the sole function of the Employer, but shall not be used so as to defeat any provisions of this Agreement. Except as is provided in Section 3 Union Security of this Agreement, the Employer has the right to establish standards of employment and to hire, discharge or suspend an employee for any just cause which it deems sufficient, but shall not exercise this right so as to defeat any provision of this Agreement.

Furthermore, no employee shall be discharged or discriminated against because of Union membership or proper activity on behalf of the Union.

The parties **also** recognize that it is the right, obligation and responsibility of the Employer to operate its business in the manner which is consistent with its corporate goals, therefore, except as limited by the terms of this Agreement, the 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 **the right to create add, amend, and/or rescind any or all employee privileges and perquisites (including, but not limited to: employee discounts, complimentary admission, Main Entrance Passes, recognition awards, celebrations, etc.); to determine qualifications:** its right to determine, select and direct the number of employees assigned to any classification of work; **regulate the methods, quantity and quality of work; to determine the product, price, method of operation and supervision of the workforce; to determine hours of operation and appropriate equipment and supplies required;** to establish and change work schedules and assignments; to lay off, or otherwise release employees from duty for lack of work; **to establish, modify and enforce policies and rules, including standards of conduct and personal appearance**, to discontinue conduct of business or operations in whole or part; **and** to institute technological changes and otherwise to take such measures as Management may reasonably determine to be necessary to the orderly, efficient and economical operation of the business.

SECTION 7 GRIEVANCE & ARBITRATION PROCEDURE

STEP 1. Immediate Supervisor

A. Any employee who believes he has a specific justifiable request or grievance in regard to wages, hours, conditions of employment or interpretation of this Agreement, shall meet to discuss the same with his/her immediate supervisor with, or without, a Shop Steward of his or her Union, being present, as the employee may elect in an attempt to settle the issue. If an employee discusses an issue with his Supervisor without a Shop Steward being present, and a satisfactory solution is not reached, the employee may request the Steward's presence to assist in resolving the issue. Any solution or settlement shall be consistent with the terms and provisions of this Agreement. Any issue not raised within fifteen (15) working days after its occurrence, shall be deemed waived or abandoned. The Moving Party shall be responsible for scheduling this meeting. For the purposes of Section 7, 'Moving Party' is defined as the Party originating and advancing the grievance or complaint. If the issue is not settled within five (5) working days after its presentation to the Supervisor, the employee or the Steward may proceed to Step 2 of the Grievance Procedure. For the purposes of this section only, working days shall be defined as Monday through Friday excluding holidays.

B. In the case of suspension or discharge, either party may unilaterally waive Steps 1 and/or 2 and proceed directly to the next appropriate Step. In all other grievances, the parties may mutually agree to waive Steps 1 and/or 2 and proceed directly to the next appropriate Step.

C. Should the Employer feel that there is a justifiable complaint against the Union or its members, the matter shall be taken up with the Union Business Representative. If a satisfactory settlement is not reached, the Employer may proceed in an attempt to settle the matter in the same manner as outlined herein for the adjustment of an employee grievance.

STEP 2. Division Head

Any grievance not settled pursuant to Step 1 must be presented to the employee's Division Head or his/her designated representative within five (5) working days from the date of the supervisor's decision under Step 1. The Division Head or his designated representative and the Steward shall meet within five (5) working days after invocation of Step 2, in an attempt to settle the grievance. The Moving Party shall be responsible for scheduling this meeting. If a satisfactory solution is not arrived at within ten (10) working days of the grievance being moved to Step 2, the Moving Party may elect to move the grievance to Step 3.

STEP 3. Labor Relations

Upon invocation of Step 3, any grievance not resolved under Step 2 shall be reduced to writing, setting forth each Section of the Agreement alleged to have been violated, the specific date(s) of the alleged violation(s), identification of each employee involved, the specific location of the event(s), if applicable, and any other information or evidence that may be necessary to establish a full understanding of the immediate grievance. The grievance shall be presented to the Labor Relations office. The Labor Relations Representative and the Union Business Representative shall meet within ten (10) working days to attempt to settle the grievance. The Moving Party shall be responsible for scheduling this meeting. The answer to a grievance shall be reduced to writing and forwarded to the grievant's Business Representative within ten (10) working days after the parties have met. If a satisfactory solution was not reached at Step 3, then Step 4 may be invoked within fifteen (15) working days following receipt of the unsatisfactory written Employer or Union response, by notifying the Employer's Labor Relations Representative or the appropriate Union Representative in writing.

STEP 4. Arbitration

A. Should the parties fail to reach agreement under Step 3, the Union and the Employer shall meet within ten (10) working days after a timely demand for Step 4 has been invoked to select a mutually agreed upon Arbitrator from the permanent panel of **seven (7)** arbitrators (Lou Zigman, **Mark Burstein, Jan Stiglitz, Frederick Horowitz**, Jonathon Monat, Matthew Goldberg and Edna Francis) to hear and determine the specific grievance. The Moving Party is responsible for scheduling the meeting. The selected Arbitrator shall expeditiously meet with the parties to consider the grievance in accordance with the provisions of Step 4.

B. In the event an Arbitrator cannot be mutually agreed upon within ten (10) working days after the written demand for arbitration has been served, the following shall apply. With regard to cases involving discipline, the Employer shall first strike one (1) name from the list and the Union shall then strike one (1) name, thus alternating until the remaining name shall be the Arbitrator. In all other cases, the Union shall first strike one (1) name from the list and the Employer shall then strike one (1) name, thus alternating until the remaining name shall be the Arbitrator. The Arbitrator selected shall be the sole Arbitrator to hear and determine the matter. The Moving Party is responsible for the scheduling and coordinating of the Arbitration within fourteen (14) calendar days of the Parties selection of an Arbitrator. If an Arbitrator is no longer available to serve on this panel, the Employer and the Union may meet and agree on a new individual as a replacement.

C. The Arbitrator shall expeditiously meet with the parties to consider and decide the grievance and shall be encouraged by both parties to render an immediate, oral "bench" decision upon hearing and considering all evidence presented, followed by a timely written confirmation of the decision. Should either party request the filing of post-hearing briefs, in which case said briefs shall be submitted to the Arbitrator within thirty (30) days from the close of the hearing or thirty (30) days from the date the transcript is received by the Parties if a Court Reporter is used as referenced in Section 7, Step 4, F. The Arbitrator shall expeditiously issue his/her decision and notify the parties in writing as to the final decision. The decision of the Arbitrator shall be reduced to writing and shall be final and binding on the Employer, the Union, and the aggrieved employee.

D. Any expense incurred when witnesses are used, other than employees who are on duty, shall be borne by the party requesting the witnesses to appear. For the purposes of this Section, time spent as a witness shall not be construed as working time under the provisions of this Agreement.

E. The Arbitrator shall have no authority to modify, add to, or take away, any of the terms of this Agreement. Jurisdictional disputes shall not be subject to the Grievance and Arbitration Procedures set forth. It is agreed that any grievances, except as provided herein, involving the interpretation or application of this Agreement, or any supplements or amendments thereto, will be subject to arbitration.

F. All expenses and fees of the Arbitrator shall be borne by the party against whom the Arbitrator makes his decision. Expenses and fees associated with the use of a Court Reporter, if used, shall be borne by the Party requesting such services, unless otherwise mutually agreed to by the Parties.

G. Unilateral withdrawal, postponement, and cancellation expenses and fees shall be borne by the party requesting the withdrawal, postponement or cancellation, unless otherwise agreed to by the Parties.

General Provisions

A. Any grievance shall be deemed to be waived or abandoned unless all the Steps and time limits are properly invoked within the period specified unless otherwise mutually agreed upon by the Parties in writing.

Either party may request an extension of the time limits set forth in Steps one (1) through four (4), as outlined in this Section 7 above, in writing, and such request shall not unreasonably be denied by the other party.

B. A grievance may be withdrawn at any time. Following a withdrawal, the grievant and the Union are then prohibited from filing a subsequent grievance on the basis of the same event that gave rise to the immediate grievance.

C. Recording Devices: The Parties agree that no recording devices of any kind shall be permitted to be utilized during Steps 1, 2, or 3 of the grievance procedure and shall only be leveraged during Step 4 by mutual agreement of both Parties. This does not include the use of a Court Reporter as outlined in Step 4 above.

D. Periodically the Employer places an employee on investigatory suspension for the purposes of adequately investigating the facts surrounding an incident. When this occurs and the Employer ultimately determines that the affected employee should receive no disciplinary action or disciplinary action for less time than the investigatory suspension, the employee will be paid for the remaining scheduled shifts that he may have missed.

E. In such cases where an employee is placed upon an unpaid investigatory suspension, the Employer will endeavor to conclude such an investigation in no more than five (5) working days. However, the determination as to the final length of any unpaid investigatory suspension shall be at the sole discretion of the Employer.

SECTION 8 JOINT CONFERENCE BOARD – OTHER MATTERS

A. There is hereby established a Joint Conference Board. The Board shall consist of a committee of eight (8) members, four (4) appointed by the Employer and four (4) appointed by the Unions signatory to this Agreement.

B. The Joint Conference Board shall meet to discuss any matters concerning the satisfactory relations of the parties as well as the promotion of harmonious Employer-employee relationships. The Joint Conference Board has the sole responsibility of resolving any questions arising under this Section.

C. In the event the Employer makes modifications to its Health and Welfare, Dental and Vision Plans as set forth in Section 13 of this agreement, or establishes any new benefit plans (such as a 401K Plan) which are extended to employees under the terms of this agreement, it will endeavor to notify the Chairman of the Craft Maintenance Council prior to implementation of said changes to discuss the rationale and impact on the bargaining unit. Failure to give such prior notice shall not preclude the Employer from implementing changes to its benefit plans.

SECTION 9 NEW CLASSIFICATIONS

If the Employer hereafter establishes any new or substantially changed job classification or work operation, it will give as much notice thereof to the Unions as is possible. The question of proper classification and wage rate shall be submitted to the Joint Conference Board for resolution. If not resolved by the Joint Conference Board, either party may request arbitration for the proper classification and rate under the procedure of Section 7, preceding. Pending resolution of the problem by the Joint Conference Board or arbitration, the Employer may install the new or substantially changed classification or work operation at the rate which it has proposed. In the event any higher rate is agreed upon by the Joint Conference Board or awarded after arbitration, it shall be effective retroactively as of the date the classification or operation was installed.

SECTION 10 PROBATIONARY PERIOD

A. All new Regular Full Time, Casual Regular, and Casual Temporary employees employed after the effective date of this Agreement will be considered probationary employees for a period of ninety (90) continuous calendar days. The above referenced probationary period may be extended for thirty (30) days upon agreement with the Union. The Union shall not unreasonably withhold such agreement.

1. Holiday benefits coverage for probationary employees will be effective on the thirty-first (31st) day of continuous service as a Regular employee, subject to the eligibility requirements of Section 14 Holidays.

2. Health & Welfare, Dental and Vision coverage for probationary employees will be effective on the first day of the month following completion of ninety (90) days of continuous service as a Regular Full Time employee, subject to the eligibility requirements of Section 12 Health & Welfare, Dental and Vision Plans.

3. The provisions of the Grievance Procedure shall not be available to Probationary employees.

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

B. When an employee, except a Casual Temporary employee, as defined in Section 20 Seniority, has completed the probationary period he shall become a Regular employee and shall be credited with all continuous service retroactive through the date of his most recent hire for the purpose of determining the application of benefits based upon length of service, except that holidays occurring during the probationary period shall not be compensated for on a retroactive basis.

C. Regular eligible employees who are laid off or terminated will receive payment for unused vacation pay provided for in Section 13 Vacations, and for those who are enrolled in the Employer's Group Insurance Major Medical Plan, will receive payment for unused sick leave in accordance with the standard regulations applicable to that Plan.

SECTION 11 UNIFORMS

A. If the Employer requires any employee to wear a uniform or costume, it will be furnished at the Employer's expense. Shoes shall be furnished at the employee's cost even if uniformity is required.

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

C. The cost of cleaning or laundering the clothing furnished under this Section to the employees shall be paid by the Employer. Such clothing, shoes, and other devices will at all times remain the property of the Employer and the employee who is issued any of these items will be fully responsible for seeing that they are properly cared for.

D. Each employee shall be required to sign an authorization for the Employer to deduct from wages the amount of money necessary to replace the employee's Employer-furnished uniform in the event the uniform is not returned when required, or is defaced or willfully damaged. An unreturned 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 an Employer-furnished uniform is subject to disciplinary action, including dismissal.

E. Employees working under the terms of this Agreement will be furnished at least two (2) pair of Employer-furnished uniforms per week in the performance of their work assignment. Additional uniforms and/or a jacket will be issued as an individual may require. Such uniforms shall consist of either coveralls, overalls, pants and shirt, shop coat, costume or similar uniform, whichever in the judgment of the Employer fits into the employee's classification of work for safety, efficiency and show purposes.

F. 1. Employer agrees to post, three (3) weeks prior to commencement, notices of intent to clear all lockers on a specified date. Such clear out shall be for the purposes of fumigation and repair of locker facilities.

2. Company property recovered during such clear out will be returned to the Costuming Department.

3. Personal property recovered during such clear out will be identified by the name of the employee and retained for a period of three (3) months, or until such time as claimed by the employee owning such personal property, whichever occurs first.

4. In the event the Employer deems it necessary to inspect an employee's locker, other than during pre-notified clear out periods, the following personnel shall be present when such inspection occurs; (a) The employee and/or his duly appointed Union Representative; (b) A member of management.

5. The Employer agrees to post three (3) days prior to commencement, notices of intent to open lockers for fumigation purposes in the event of an immediate health or safety problem. A Shop Steward shall be present when such lockers are opened and inspected.

6. The Employer may designate uniforms or costumes that may be voluntarily maintained, cleaned, or laundered by its employees.

G. Each employee employed under the terms of this Agreement shall receive twenty (20) minutes per shift for dress and/or walk time. Employees will be released twenty (20) minutes prior to the end of their shift to compensate them for this time allowance.

SECTION 12 HEALTH & WELFARE, DENTAL, AND VISION PLANS

A. 1. During the term of this Agreement, the Employer will offer Group Insurance coverage to all eligible employees, on the same basis as provided to non-bargaining unit employees (including salaried employees) at the Employer. It is understood that all employees in this unit who participate in any group insurance 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 Employer will not be obligated to bargain with the Union. Entitlement to group insurance benefits shall be determined exclusively by the plan terms. Eligible employee's coverage shall become effective no later than the first day of the

month following completion of ninety (90) days of continuous service. **Nothing contained herein shall limit the Company's ability to adjust the waiting period to reflect changes in applicable laws.**

In the event a Federal, State, County or City law, ordinance or regulation regarding health and welfare benefits imposes requirements upon the Company to provide any new, additional or varying benefits to employees, there will be no duplication of benefits under the Company's Signature Benefits Plan or any other health or welfare benefit plan offered or paid for by the Company.

2. Requirements Necessary to Maintain Regular Full Time Health & Welfare Benefits

Administrative process for monitoring continued eligibility of Regular Full Time employees for Disney Health & Welfare benefits.

a. Regular Full Time employees must work the appropriate number of hours to average at least thirty (30) hours per week during the monitoring period. The monitoring period shall be a full twelve (12) month period as designated by the Employer and the appropriate number of hours to be worked is 1,560 hours. During the life of the Agreement, the Employer will notify the Union of any changes in the established twelve (12) month monitoring period. Regular Full Time employees will be notified of the monitoring period in writing.

b. For the purpose of calculation, hours worked shall include paid benefit time.

c. Any unpaid authorized medical leaves, personal leaves, family medical leaves, disability leaves, and workers' compensation leaves will not be counted against the Cast Member during the monitoring period as defined by the Employer.

d. Regular Full Time employees who fail to meet the Full Time hours requirement during the monitoring period as defined by the Employer will be converted to a Casual Regular status and lose their Regular Full Time status and benefit's eligibility.

e. Employees who are hired or converted from a Casual Regular status to a Regular Full Time status during the monitoring as defined by the Employer period will be exempt and deferred to the next monitoring period as defined by the Employer.

f. Section 12 is meant to comply with the Patient Protection and Affordable Care Act (ACA) as it is currently written. If any changes

are made to the ACA as a whole or in part during the life of this agreement, which has any direct or indirect implication(s) on this agreement, the Employer has the right to modify the terms of Section 12 to comply with any future unforeseen changes in the law. Should the obligation to provide health care to those who are ACA eligible be lifted or altered, the Employer has the sole discretion to determine whether health care coverage will continue to be offered.

3. Eligible employees shall have an option, on an annual basis, to determine the type of Group Insurance coverage they desire.

SECTION 13 VACATIONS

I. Eligibility

A. Each Regular status employee will be eligible to accrue credits toward a vacation and shall receive a vacation in accordance with Subsection II, below.

B. A Regular status employee is one who has completed the probationary period, in accordance with Section 10. Casual Temporary employees, as defined in Section 20 Seniority, are not eligible.

C. Continuous service for the purpose of this Section shall not be broken by time absent on authorized sick or injury leave or by an authorized absence for other reasons not in excess of thirty (30) calendar days, provided the employee works for a period of thirty (30) calendar days following return from the authorized leave of absence.

D. Maximum vacation allowance will be based upon the appropriate formula of credited straight time hours as set forth in Subsection II below. Payment will be at the straight time hourly rate plus any applicable shift or lead premium being regularly received at the time the vacation is taken.

Maximum vacation allowance will be based upon the appropriate formula of credited straight time hours as well as vacation hours paid as set forth in Subsection II, below. Payment will be at the straight time hourly rate plus any applicable shift or lead premium being regularly received at the time the vacation is taken.

E. 1. Effective January 1, 1999, no employee shall accrue more than two (2) times their annual vacation hours. For example, if an employee is eligible for eighty (80) hours of vacation, they may accumulate a maximum of one hundred and sixty (160) hours of vacation; if

eligible for one hundred and twenty (120) hours of vacation, they may accumulate a maximum of two hundred forty (240) hours of vacation; and if eligible for one hundred and sixty (160) hours of vacation, they may accumulate three hundred and twenty (320) hours of vacation.

2. When the maximum vacation accrual is reached, an employee will cease to accrue any additional vacation time until vacation hours are taken. An employee will again begin to accrue vacation once he or she is below their maximum. Vacation accrual is not retroactive to the beginning of the calendar year.

F. The Employer may not grant pay in lieu of time off for vacation, except as hereinafter specified.

II. Vacation Accrual by Calendar Year

A. All eligible employees shall receive a vacation based on the number of straight time hours worked as well as vacation hours paid from the date of hire to the end of the calendar year in which hired and for each succeeding calendar year thereafter, however, an employee on an authorized leave of absence for illness or injury, shall not accrue additional vacation time.

B. Eligible Regular employees shall accrue vacation benefits on the two (2) week vacation accrual formula beginning with the start of employment as a Regular employee through the end of the 4th year of service based upon formula "A" below.

Eligible Regular employees shall accrue vacation benefits on the three (3) week vacation accrual formula beginning with the start of the 5th year of service through the end of the 14th year of service based upon formula "B" below.

Eligible Regular employees shall accrue vacation benefits on the four (4) week vacation accrual formula beginning with the start of the 15th year of service based upon formula "C" below.

Eligible Regular Employees shall accrue vacation benefits on the five (5) week vacation accrual formula beginning with the start of the twentieth (20th) year of service based on formula "D" below:

Vacation hours accrued in a given year shall be available to be taken as accrued.

Example: Regular employee hired on January 1, 1990

Years	Dates of Employment	Maximum Accrual	Maximum Hours Available to Take
1	1/1/90 - 12/31/90	80 hrs	80 hours
2	1/1/91 - 12/31/91	80 hrs	80 hours
3	1/1/92 - 12/31/92	80 hrs	80 hours
4	1/1/93 - 12/31/93	80 hrs	80 hours
5	1/1/94 - 12/31/94	120 hrs	80 hours
6	1/1/95 - 12/31/95	120 hrs	120 hours
7-13	1/1/96 - 12/31/02	120 hrs	120 hours
14	1/1/03 - 12/31/03	120 hrs	120 hours
15	1/1/04 - 12/31/04	160 hrs	120 hours
16	1/1/05 - 12/31/05	160 hrs	160 hours
17	1/1/06 – 12/31/06	160 hrs	160 hours
18	1/1/07 – 12/31/07	160 hrs	160 hours
19	1/1/08 – 12/31/08	160 hrs	160 hours
20	1/1/09 – 12/31/09	200 hrs	160 hours
21	1/1/10 – 12/31/10	200 hrs	200 hours

FORMULA "A"
Two (2) Week Vacation Accrual Formula

HOURS WORKED	PAID VACATION HOURS	EQUIVALENT DAYS OFF
1800	80	10
1620	72	9
1440	64	8
1260	56	7
1080	48	8
900	40	5
720	32	4
540	24	3
360	16	2
180	8	1

FORMULA "B"
Three (3) Week Vacation Accrual Formula

HOURS WORKED	PAID VACATION HOURS	EQUIVALENT DAYS OFF
1800	120	15
1680	112	14
1560	104	13
1440	96	12
1320	88	11
1200	80	10
1080	72	9
960	64	8
840	56	7
720	48	6
600	40	5
480	32	4
360	24	3
240	16	2
120	8	1

FORMULA "C"
Four (4) Week Vacation Accrual Formula

HOURS WORKED	PAID VACATION HOURS	EQUIVALENT DAYS OFF
1800	160	20
1710	152	19
1620	144	18
1530	136	17
1440	128	16
1350	120	15
1260	112	14
1170	104	13
1080	96	12
990	88	11
900	80	10
810	72	9
720	64	8
630	56	7
540	48	6
450	40	5
360	32	4
270	24	3
180	16	2
90	8	1

FORMULA "D"

Five (5) Week Vacation Accrual Formula

HOURS WORKED	PAID VACATION HOURS	EQUIVALENT DAYS OFF
1800	200	25
1728	192	24
1656	184	23
1584	176	22
1512	168	21
1440	160	20
1368	152	19
1296	144	18
1224	136	17
1152	128	16
1080	120	15
1008	112	14
936	104	13
864	96	12
792	88	11
720	80	10
648	72	9
576	64	8
504	56	7
432	48	6
360	40	5
288	32	4
216	24	3
144	16	2
72	8	1

C. Regular eligible employees who have been continuously on the payroll for six (6) months or longer and who are terminated or laid off by the Employer will receive payment for all of their accrued vacation credits on the basis of hours worked during the six (6) months or longer in accordance with the formulas shown heretofore.

D. Vacations may, at the option of the employee, be scheduled for no less than one (1) hour increments and taken at any time by mutual agreement of the employee and the Employer, subject to the Employer's determination of the need for the employee's services. In the event of a conflict in the dates affecting two (2) or more employees, the employee(s) with the greater length of service will be given the preference. (Also applies to I.E.2., preceding).

E. The Employer may elect that some or all employees take their vacation at one (1) time and during a period when Disneyland Park/Disney California Adventure is closed. In the event the Employer does so, employees will be given vacations at the time of the shutdown on a pro rata basis of vacation accrued to that time, and in accordance with the formulas of hours shown heretofore. This will include pro rata vacations for Regular employees of less than six (6) months continuous service.

F. After an employee's vacation schedule has been approved it is understood that the employee cannot be disciplined if he is unwilling to agree to a schedule change, except in the case of an emergency. In that event, the Employer can insist that an employee accept a change in his vacation schedule provided that the Employer will reimburse the employee for any proven monetary loss caused by such change in his vacation plans.

G. Vacation hours accrued during the calendar year shall become available to be taken by the employee during the calendar year in which they are accrued, upon the accrual of vacation time.

H. An eligible employee must utilize accrued vacation in excess of two (2) weeks while on Family Care Leave, and may request that all accrued vacation be utilized while on Family Care Leave.

I. Upon the request of an eligible employee, the Employer shall provide payment of up to one-half (½) of an employee's total accrued vacation to a maximum of three (3) weeks, one hundred and twenty (120 hours) on an annual basis. Such requests for payment of accrued vacation will be accepted two (2) times per calendar year during any payroll week of the calendar year.

SECTION 14 HOLIDAYS

A. The following are recognized Holidays in this Agreement:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day

B. Each Regular employee (as defined in Section 13 B) will receive pay for his regular shift at the employee's regular straight time rate, plus any shift or lead premium, for each such holiday not worked, providing he works his regularly scheduled shift immediately following such holiday, subject to Paragraph H, and provided that an otherwise eligible employee who is on a leave of absence notifies the Employer of

his availability to be scheduled for work during the week containing a recognized holiday. The eligibility of Casual Temporary employees is in accordance with the provisions of Section 20 Seniority.

C. Each Regular employee (as defined in Section 13 B) who works on a recognized holiday, and subject to paragraph H, who works his regularly scheduled shift immediately following the holiday worked, shall receive pay at two (2) times his regular straight time rate, plus any shift or lead premium, for all hours worked in his regularly scheduled shift.

Double time the employee's regular rate shall also be paid for hours worked in excess of eight (8) on a paid holiday provided that the starting time of overtime hours occurs within an eight (8) hour period following the ending time of the regularly scheduled shift. The eligibility of Casual Temporary employees is in accordance with the provisions of Section 20 Seniority.

D. A holiday which falls on a normally scheduled workday but is not worked due to the holiday shall be counted as time worked for the purpose of computing overtime.

E. Should a holiday fall during the period of an employee's vacation, the employee shall be granted an extra day's pay, or an additional day of vacation at the Employer's option.

F. Recognized holidays designated by the Federal Government to be celebrated on a particular day shall be celebrated on that day. All other holidays will be celebrated on the day on which they fall.

G. An employee who is regularly scheduled to work on a recognized holiday and who does not work shall not receive holiday pay, unless the absence is caused by illness or injury which requires hospitalization, emergency room treatment (hospital), or emergency care clinic treatment, in which event the employee may request holiday pay or sick leave pay (if eligible), but in no event shall an employee receive both holiday and sick leave pay.

H. In relation only to paragraphs B and C preceding, following a paid holiday, an eligible employee who fails to return to work immediately following a holiday, as scheduled, may qualify for holiday pay provided the employee proves satisfactorily to the Employer that the failure to return was caused by personal or work incurred illness, personal or work incurred injury, or death in the immediate family and provided that the employee returns to work within thirty (30) calendar days following the holiday.

I. If a holiday worked falls on one (1) of an employee's two (2) regular days off, he shall receive straight time holiday pay for his regularly scheduled shift plus the rate he would have received if it had not been a holiday.

SECTION 15 PAY DAY

A. Employees shall be paid weekly, every other week, or two (2) times a month, and their pay will not be delayed more than six (6) days from the end of each payroll period.

B. The Employer and the Unions agree to mutually resolve, in Joint Conference Board Session, any problems growing out of the distribution of an employee's paycheck when the regular pay day falls on an employee's day off or on a paid holiday. Problems regarding the availability of an employee's paycheck at the time of starting his vacation will be resolved in a similar manner.

C. The Employer will give a minimum of three (3) months prior notice of the implementation of a twice (2x) a month payroll.

SECTION 16 REPORT PAY

A. Regular Report Pay

1. 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 the greater of two (2) hours or half (½) their scheduled straight time shift, not to exceed four (4) hours of pay. Each employee shall keep the Personnel Department informed of his current address and phone number.

2. Employees who report for work and are put to work will be given four (4) hours work or pay.

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

B. Call Back Pay

1. Call back pay shall apply to that period of time starting after an employee leaves the Park following completion of his regular shift, to a time which is more than four (4) hours prior to the beginning of his regularly scheduled shift the next following day.

2. An employee who, during such period of time, is called back to work, but is not put to work, shall be paid, as a minimum wages equal to four (4) hours at his regular straight time hourly rate. For all hours actually worked he shall be paid at one and one-half (1½) times his regular straight time hourly rate; if less than two (2) hours are worked the employee shall nevertheless receive a minimum of two (2) hours at time and one-half (1½) his straight time hourly

rate and two (2) hours at his regular straight time hourly rate. If the hours actually worked require overtime pay under Section 35, II.A., the employee shall receive whichever amount is greater.

C. Early Call-In Pay

1. An early call-in is a special request by the Employer for an employee to report for work at a time which is no more than four (4) hours prior to the employee's currently scheduled shift starting time. In the event that the employee is not notified of the change in shift starting time within two (2) hours from the start of his previous shift, the following provisions shall apply.

    1. An employee who works from one (1) to four (4) hours prior to the start of his regularly scheduled shift will be paid at one and one-half (1½) times his regular straight time hourly rate for all hours worked prior to his regular starting time.

2. An employee who works from one (1) to four (4) hours prior to the start of his regularly scheduled shift may elect to continue working the hours of his regularly scheduled shift at his regular rate of pay. All hours worked in excess of eight (8) during that shift will be paid for at the appropriate overtime rate.

D. Shift Scheduling

1. The Employer agrees that it will endeavor to schedule at least eight (8) hours between the end of any employee's regularly scheduled eight (8) hour shift and the beginning of the employee's next regularly scheduled shift.

2. In the event that there are less than eight (8) hours, excluding any time and one-half (1½) or double time hours worked, between any two (2) regularly scheduled shifts, the affected employee shall receive time and one-half (1½) pay during the second shift until eight (8) hours have elapsed from the termination of the employee's first regularly scheduled shift.

SECTION 17 LEAVES OF ABSENCE

A. A Regular status employee's request for leave of absence not to exceed thirty (30) days will be given consideration by the Employer and will be granted if there is good cause for it and the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days except for compelling reasons.

B. A Regular status employee who requests a leave of absence because of an occupational or non-occupational illness, injury or pregnancy will, upon certification of employee's continued disability in writing by the employee's physician before

each extension, be granted extended leave of absence in units of up to thirty (30) days but not in excess of twelve (12) consecutive months.

An employee who by the end of the authorized leave of absence notifies Health Services of his or her availability for reassignment to work will be re-employed without loss of the last previous employment status provided the employee's physician in writing releases the employee to perform all of the essential elements of the job classification and without jeopardizing the health and safety of the employee and/or others. Should the Employer wish to verify an employee's ability and/or inability to perform the work required due to medical reasons, the Employer may have the employee examined by the Employer's physician.

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

D. An employee who fails to return from an authorized leave of absence at the end of twelve (12) consecutive months as a result of occupational or non-occupational illness or injury shall be placed on a preferential rehire list. Employees placed on the preferential rehire list shall be offered the first available job in their former classification providing they are released to work without limitations by both their personal physician and the Employer's physician, and provided they possess the necessary skills and abilities to perform the available work. In no case shall employees on the preferential rehire list be able to "bump" employees currently on the payroll or employees who are on layoff or authorized leave of absence of twelve (12) months or less.

An employee on the preferential rehire list who returns to work shall be credited with his previously earned seniority but shall not increase seniority while on the preferential rehire list.

E. An employee who has incurred an occupational illness or injury, must call the Employer's First Aid Department immediately following a written release by the employee's treating physician in order to be scheduled for an appointment with the Employer's physician for clearance to return to work.

F. An employee who appears as scheduled in E above, and is released in writing to perform all of the essential elements of the job classification and without jeopardizing the health and safety of the employee and/or others by the Employer's physician, shall be paid for any straight time hours lost from the time the Employer's physician determines the employee could have returned to work.

G. The parties agree that no employee shall be discriminated against on the basis of physical or mental handicap as provided in State or Federal legislation.

H. Notwithstanding anything else contained in this Section 17, no Regular employee shall be granted leaves of absence that total more than fifteen (15) months in any twenty-four (24) month period.

I. The Employer shall provide Family Care Leave in accordance with the California Family Rights Act and Federal Family and Medical Leave Act.

Any leave of absence taken under CFRA or FMLA shall apply towards the maximum leave available under paragraphs B and H above.

SECTION 18 PENSION

A. The Employer agrees it will provide a contributory Pension Plan as follows:

1. (a) Pension Benefit Schedule for employees with ten (10) through twenty (20) Credited Years of Service at the rate of $21.50 per year with a minimum monthly benefit of $200.00 for ten (10) years and a minimum monthly benefit of $415.00 for twenty (20) years.

(b) Pension Benefit Schedule for employees with twenty-one (21) through twenty-five (25) Credited Years of Service at the rate of $23.50 per year with a minimum monthly benefit of $438.50 for twenty-one (21) years and a minimum monthly benefit of $532.50 for twenty-five (25) years.

(c) Pension Benefit Schedule for employees with twenty-six (26) through thirty (30) or more Credited Years of Service at the rate of $23.50 per year with a minimum of $556.00 for twenty-six (26) years and a maximum of $650.00 for thirty (30) or more years.

Improved Benefit Schedule for employees with thirty-one (31) through thirty-five (35) or more Credited Years of Service at the rate of $23.50 per year with a minimum monthly benefit of $673.50 for thirty-one (31) years and $767.50 for thirty-five (35) or more years.

(d) Effective March 1, 1997, Employer to provide a new Pension Plan Benefit Schedule for employees with thirty-six (36) through forty (40) or more Credited Years of Service at the rate of $23.50 per year with a minimum monthly benefit of $791.00 for thirty-six (36) years and a maximum monthly benefit of $885.00 for forty (40) or more years.

2. Effective January 1, 1998, Health & Welfare Benefits for Early Retirees between ages fifty-five (55) to sixty-five (65), to permit those employees who have twenty (20) Credited Years of Service with at least 30,000 Credited Hours to PURCHASE Major Medical Plan coverage from the Company. For purposes of this Agreement, Years of Service and Credited Hours will include all years and hours earned by an employee prior to March 1, 1997. Years and hours earned beginning March 1, 1997 will include the amount determined under the previous sentence plus hours and years earned on or after March 1, 1997 and after the employee has attained age thirty-five (35). Rates for this coverage would be billed to Early Retirees at Company ongoing actual costs. At age sixty-five (65), a Retiree with twenty (20) Credited Years and 30,000 Credited Hours, (determined as described above) is provided Major Medical coverage on the same basis as current active employees. In order to be eligible for Health & Welfare Benefits as a retiree under the terms of this section, an employee must be actively employed by the Company at the time they elect to take such early or normal retirement (Age fifty-five (55) to sixty-five (65)).

   Employees hired on or after March 1, 1997 shall not be eligible for Retiree Health & Welfare Benefits.

B. An employee who elects to participate in the Plan shall be required to sign a payroll authorization for the deduction of seven cents ($0.07) for all straight time hours worked, and the Employer will make such deduction and remit same to the Plan Fund. After five (5) years of participation, employees shall cease their seven cents ($0.07) hourly contribution, and the Employer shall make the full contribution on behalf of the employee.

C. For participation purposes, an employee shall be given a (1) year of service for each anniversary year (measured from employment date) ending on or after March 1, 1981, in which he or she has at least seven hundred and fifty (750) hours of service. For benefit accrual and vesting purposes an employee shall be given a Credited Year of Service for each Plan Year ending after March 1, 1981, in which he or she has at least seven hundred and fifty (750) hours of service. All prior years will be on the prior 1,000 hour basis. For full benefit accrual in a year, 1,500 hours are required.

D. Qualified participants, without additional cost to the participant, are covered by the spouse's pre-retirement income protection benefit upon the completion of five (5) or more Credited Years and 7,500 Credited Hours of service.

   If a participating employee becomes eligible for this benefit and dies, the participant's spouse will receive a lifetime benefit in an amount equal to one-half (½) of the benefit the participant would have received under the Joint and fifty (50%) percent Survivor basis. Payments to the spouse may begin, at the election of the

spouse, on the first day of any month following the later of; the date of the employee's death or the date the employee would have attained age fifty-five (55), but not later than age sixty-five (65).

E. Any participating employee who attains age sixty-five (65) as an active employee becomes immediately vested in their accrued benefit. The benefit payable to such a participant upon retirement will be based on the participant's completed Credited Years and Credited Hours of service and the Pension Benefit Schedule in paragraph I. below. If a participant's credited years are less than five (5) credited years, the participant's benefit will be a pro rata amount of benefit on the schedule for five (5) years.

F. The Plan, as established, shall be administered by a seven (7) member administrative committee. One (1) member of the committee shall be selected by the Unions signatory to this Agreement.

G. It is agreed that the current provisions of the Pension Plan relative to benefits, qualifications of employees and rates of contribution, as amended effective March 1, 1998 shall not be changed prior to March 1, 2003, except for any improvements negotiated as provided under this Section 18 or as may be required by federal regulations.

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

Retirement At Age	Percent Employee Will Receive of Benefit at Normal Retirement (Age 65)
64	100%
63	100%
62	100%
61	95%
60	90%
59	85%
58	80%
57	75%
56	70%
55	65%

I. Pension Benefit Schedule effective March 1, 1997

Completed Credited Years of Service	Completed Credited Hours of Service	Monthly Benefit at Age 65
5	7,500 or more	100.00
6	9,000 or more	120.00
7	10,500 or more	140.00
8	12,000 or more	160.00
9	13,500 or more	180.00
10	15,000 – 15,749	200.00
	15,750 or more	210.75
11	16,500 – 17,249	221.50
	17,250 or more	232.25
12	18,000 – 18,749	243.00
	18,750 or more	253.75
13	19,500 – 20,249	264.50
	20,250 or more	275.25
14	21,000 – 21,749	286.00
	21,750 or more	296.75
15	22,500 – 23,249	307.50
	23,250 or more	318.25
16	24,000 – 24,749	329.00
	24,750 or more	339.75
17	25,500 – 26,249	350.50
	26,250 or more	361.25
18	27,000 – 27,749	372.00
	27,750 or more	382.75
19	28,500 – 29,249	393.50
	29,250 or more	404.25
20	30,000 – 30,749	415.00
	30,750 or more	426.75
21	31,500 – 32,249	438.50
	32,250 or more	450.25
22	33,000 – 33,749	462.00
	33,750 or more	473.75
23	34,500 – 35,249	485.50
	35,250 or more	497.25
24	36,000 – 36,749	509.00
	36,750 or more	520.75
25	37,500 – 38,249	532.50
	38,250 or more	544.25
26	39,000 – 39,749	566.00
	39,750 or more	567.75
27	40,500 – 41,249	579.50
	41,250 or more	591.25

28	42,000 – 42,749	603.00
	42,750 or more	614.75
29	43,500 – 44,249	626.50
	44,250 or more	638.25
30	45,000 – 45,749	650.00
	45,750 or more	661.75
31	46,500 – 47,249	673.50
	47,250 or more	685.25
32	48,000 – 48,749	697.00
33	49,500 – 50,249	720.50
	50,250 or more	732.25
34	51,000 – 51,749	744.00
	51,750 or more	755.75
35	52,500 or more	767.50
	53,251 or more	779.25
36	54,000 – 54,750	791.00
	54,751 or more	802.75
37	55,500 – 56,250	814.50
	56,251 or more	826.25
38	57,000 – 57,750	838.00
	57,751 or more	849.75
39	58,500 – 59,250	861.50
	59,251 or more	873.25
40 or more	60,000 or more	885.00

J. During the course and scope of the 1998 Maintenance Agreement negotiations, the Employer agreed to establish a 401(k) Plan for eligible bargaining unit employees. The Employer agreed to implement the 401(k) Plan on June 1, 2000, on the following basis:

1. Eligible employees may contribute up to fifty (50%) percent of their annual straight time wages on a pre-tax basis, up to the maximum as permitted by Federal Law. Eligible employees age 50 or older can make additional contributions as permitted by Federal Law. The Employer will make a matching contribution equal to one-half (½) of the first four (4%) percent of the employee contribution, for a maximum Employer contribution of two (2%) percent of straight time wages up to the IRS maximum. The Employer matching funds may be invested in any of the investment options(s) available under the Disney 401(k) plan.

   Effective January 1, 2012, the Company will make a matching contribution equal to three-quarters (¾) of the first four (4%) percent of the employee contribution, for a maximum Company contribution of three (3%) percent of straight time wages up to the IRS maximum. The Company matching funds may be invested in any of the investment option(s) available under the Disney 401(k) plan. If any collectively bargained unit at the Disneyland Resort receives the increased Company matching contribution (exactly as

detailed above) effective before January 1, 2012, bargaining unit employees covered under this collective bargaining agreement will also receive the increased Company matching contribution on the same effective date.

2. Employees eligible to begin making contributions to the 401(k) plan are defined as bargaining unit employees over the age of eighteen (18) who have completed ninety (90) days of service.

   Employees eligible to begin to receive the matching contribution from the Employer, as outlined in J.1. above, are defined as bargaining unit employees who have completed at least one (1) year of service. Employees receiving matching Company contributions are immediately vested in the matching Company contributions.

3. Employees hired on or after June 1, 2000, shall not be eligible to join or participate in the Disneyland and Associated Companies' Retirement Plan, or be eligible for Employer contributions into any Union Pension Plan or Trust.

   Eligible employees hired prior to June 1, 2000, will remain eligible for participation in the Disneyland and Associated Companies' Retirement Plan according to the Plan eligibility and requirements, or for contributions into a Union Pension Plan or Trust, where applicable by specific Union Agreement.

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

SECTION 19 JURY SERVICE

A. Whenever a Regular status Regular Full Time or Regular Part Time employee covered by this Agreement with one (1) or more years seniority is summoned for Jury Service and makes prompt application to his Department and is then excused from regularly scheduled work and reports for Jury Service and furnishes the Employer with a certification of Jury Service, signed by an official of the court reflecting Jury pay received, he shall be paid the difference between Jury pay received and the amount he would have

normally received for his regularly scheduled shift at his regularly scheduled straight time hourly rate as provided below.

B. Any employee who is called for Jury Service and loses time from work, but is not accepted, released or his services are terminated, must report to his job promptly provided that three (3) hours or more of work time remains in his regularly scheduled shift.

C. An employee who is working on either the second or the third shift at the time of receiving official notice to report for active Jury Service shall promptly notify his supervisor of the fact. The employee shall then as soon as possible be temporarily rescheduled to work on the first shift for the duration of his period of Jury Service. In the event that the employee is requested to be on Jury Service for less than five (5) days, the employee will be rescheduled to work on the first shift for those days only. When an employee is notified that his Jury Service obligation has expired, he shall promptly notify his supervisor of the fact. At least eight (8) hours of non-work time shall elapse between the old and the new shift.

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

SECTION 20 SENIORITY

A. 1. The principles of seniority shall be observed in transfers, promotions, layoffs and recalls. The parties hereto recognize that there may be certain deviations from those principles. The Employer shall discuss any proposed deviations with the applicable Union.

2. It is further agreed that the seniority principle as herein outlined shall be by job classification and shall not apply where employees are being transferred and/or promoted from a bargaining unit classification to a non-bargaining unit classification. When this occurs the employee shall maintain his classification seniority for a period of fifty-two (52) consecutive payroll weeks for purposes of transferring back to such classification. The above referenced fifty-two (52) weeks may be extended by mutual agreement of the parties.

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

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

5. When an employee is transferred to another classification and

thereafter is laid off, such employee may exercise his seniority to the extent of his length of service in any prior job classification to return to that classification.

6. With regard to shift assignments, scheduled days off **and scheduled overtime**, the Employer will consider the principles of seniority and, under no circumstances, will shift assignments or scheduled days off be used as a form of disciplinary action against an employee.

   Seniority shall be considered in the selection of working leads and general leads. However, the final selection shall be at the discretion of the Employer.

7. With regard to the applications of seniority as set forth in this Section 20, where skill and ability, are relatively equal, seniority will be utilized as the final determinative factor.

8. The Employer shall post job vacancies for two (2) weeks before selecting candidates per the terms of the applicable seniority provisions (e.g. seniority, skills and abilities, etc.). The final determination as to employee assignment shall be made at the sole discretion of the Employer in conjunction with other applicable sections of Section 20 Seniority.

B. 1. Group Classifications

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

Regular Full Time: Regularly scheduled to work a minimum of thirty (30) hours per week up to forty (40) hour per week. Such hours shall be worked in five (5) days of the workweek or four (4) days of the workweek when assigned to a four (4) day, ten (10) hour per day workweek, as determined by the Employer. **Reference in this section shall not supersede Section 35. II. Workday and Workweek.**

Casual Regular: Regularly scheduled to work less than thirty (30) hours per week, subject to need and availability.

*A Casual Regular employee may work in excess of thirty (30) hours per week and still maintain the Casual Regular status provided that the employee is not regularly scheduled to work five (5) days in the workweek.

2. A Regular employee who accepts an assignment to a higher group classification, other than a temporary assignment, shall be given a new seniority date for that group classification which is identical to the date of conversion to the new classification.

3. A Casual Regular employee who has been converted to Regular Full Time, as in Subsection B.2., preceding, may in lieu of layoff accept Casual Regular employment with retention of his or her Regular Full Time rate and seniority date for the purpose of reclaiming a Regular Full Time position. Regular Full Time employees who have held such position for six (6) months or longer and elect to accept Casual Regular employment in lieu of layoff shall have precedence over those employees having a Casual Regular seniority date. Regular Full Time employees who have held such position for less than six (6) months and elect to accept Casual Regular employment in lieu of layoff shall utilize their previously held Casual Regular seniority date for scheduling purposes.

4. A Regular Full Time employee, other than a temporary Regular Full Time employee, may in lieu of layoff accept Casual Regular employment with retention of his Regular Full Time rate and seniority date and shall have precedence over those employees having Casual Regular seniority date.

5. Providing an opening exists, a Regular Full Time employee may request a Casual Regular status other than under the conditions of Subsection B.3., preceding, and effective with the change, will be assigned the employee's Casual Regular seniority date last held within the Group Classification requested, except that if the employee did not previously have a Casual Regular employment status, the employee's Regular Full Time seniority date shall be retained in the Casual Regular position.

C. 1. The summer season is deemed to begin with the week containing May 1st and ends on the last Sunday in September.

2. The Christmas season is deemed to begin on Monday two (2) weeks preceding the week which contains Christmas Day (December 25th), and ends on the Sunday following New Year's Day (January 1st).

3. The Easter season is deemed to begin on the weekend (Friday, Saturday and Sunday) preceding Easter Sunday and ends on the next Sunday that follows Easter Sunday.

4. Casual Temporary employees shall not be utilized longer than one

hundred and eighty (180) consecutive calendar days as a Casual Temporary employee or shall be converted to regular status. Further, a Casual Temporary employee shall be eligible for the provisions of Section 14 Holiday Pay, following thirty-one (31) consecutive days on the payroll as a Casual Temporary employee. In the event that a Casual Temporary employee is converted directly to a regular employment status, the time worked as a Casual Temporary employee shall count towards the next step of the rate progression as outlined in Section 35 VI.

5. A Casual Temporary employee, who is converted to Regular status, shall receive a seniority date which is identical with his or her conversion date.

6. Casual Temporary employees shall be defined as those hired primarily to supplement the Regular personnel during the Christmas, Easter, and summer seasons, or when Regular personnel are not available at straight time hours. Casual Temporary employees shall not be used to circumvent promotion into Regular job openings.

7. Casual Regular employees shall be defined as those who are hired primarily to work weekends and private parties.

8. Seniority shall be separate for Regular Full Time, Regular Part Time and Casual Regular group classifications.

9. The Employer shall have full selectivity relative to the layoff and rehire of a Casual Temporary employee.

10. Regular employees on lay off for less than fifty-two (52) weeks will be given the first opportunity at Casual Temporary work, but must be able to report to work within forty-eight (48) hours of the Employer's call for such work, otherwise the Employer may hire Casual Temporary employees from other sources. Time on layoff or hours worked as a Casual Temporary employee shall not count towards the next step of the regular rate progression as set forth in Section 35.

    In the event that a Regular employee is on layoff for a period of fifty-two (52) weeks and therefore no longer retains recall rights, any time worked as Casual Temporary employee during the layoff period shall be added to the fifty-two (52) week period to determine the end date of an employee's recall rights.

SECTION 21 SHOP STEWARD

A. The Union shall have the right to designate Shop Stewards. The local Union shall, in writing, notify the Labor Relations office of the Employer as to the identity of the designated Shop Stewards. Shop Stewards shall have the right to receive, but not to promote complaints or differences and to discuss and assist in the adjustment of the same with the appropriate supervisor. The Employer will not discriminate against the Shop Steward in the proper performance of his Union duties provided that such duties do not unreasonably interfere with his regular work or with the work of other employees and he shall not leave his work station without first notifying his appropriate supervisor as to his intent, the reason therefore, where he can be reached and the estimated time he will be gone.

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

C. The Employer agrees, upon discharge of an employee, to promptly notify the Shop Steward. In the event that a Shop Steward is to be laid off, the Employer will give advance notice of this fact to the appropriate Union, either verbally or in writing, and will give advance notice to the Union of the discharge for "just cause" of a Shop Steward if possible.

D. A Shop Steward will not act simultaneously as lead but shall make a choice as to the position desired, except for instances in which a Steward is named to act as lead temporarily or as an alternate lead. This clause will not affect those individuals serving as Steward and lead simultaneously prior to that effective date.

E. An employee may insist that a Steward be present during an investigatory conference with supervision.

SECTION 22 SUBCONTRACTING

During the terms of this Agreement, the Employer 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 Employer shall have the right to subcontract when: (a) where such work is required to be sublet to maintain a legitimate manufacturers' warranty; or (b) where the subcontracting of work will not result in the termination or layoff, or the failure to recall from layoff, any permanent employee qualified and classified to do the work; or (c) where the employees of the Employer lack the skills or qualifications or the Employer does not possess the requisite equipment for carrying out the work; or (d) where because of size, complexity or time of completion it is impractical or uneconomical to do the work with Employer equipment and personnel.

SECTION 23 MISCELLANEOUS

A. Military Leave. The Employer agrees in principle that an employee who must fulfill a military obligation will be given leave necessary to fulfill that obligation exclusive of the employee's right to take vacation time with pay.

B. The Employer agrees to give each individual signatory Union copies of all side agreements, letters of understanding, etc., pertaining to that specific Union.

C. Safety. Representatives of the Employer and the Union shall cooperate in the enforcement of all rules, regulations and practices to further safe working conditions. The Employer will hold safety meetings on Employer time with required attendance by every employee covered by this Agreement as a means of improving safety and educating employees in safe practices.

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

Any employee who observes an unsafe or hazardous condition should immediately report such condition to his/her immediate Supervisor, an hourly Safety Representative, his/her Working Lead, his/her Shop Steward, or Safety Services.

Upon receipt of notification of a potential safety/hazard condition the Employer will take prompt action to determine what corrections, if any, are necessary to insure a safe working condition.

D. Each local Union signatory to this Agreement may agree to sign a separate training program with the Employer similar in nature to the training program currently in affect with the Electricians Union. The purpose of each individual training program is to train interested individuals in the various procedures, techniques, and equipment that is unique to the maintenance operation of Disneyland Park/Disney California Adventure. The Employer shall not be required to make contributions into any Union(s) apprenticeship fund as a condition of the establishment of any separate training program.

E. Employees receiving written safe work practices and/or training information or materials from the Employer may be required to sign for receipt of such information and/or material in order to document that employees have been given said information and/or materials.

F. The Employer may implement workplace safety and wellness initiatives and other programs contributing to the health and well-being of employees. Upon request, the Company will bargain over the effects on working conditions, if any, cause by such implementation.

G. **In the event the Company invests in new equipment, the Company will provide training to the current employees for the equipment deemed necessary for the job classification. Such training will be provided to the employees at the applicable rate of pay.**

SECTION 24 WAIVERS

The Unions agree that in the event of any violation by any signatory Union of either Section 1 of this Agreement they will in good faith inform their members that such action by the other Union is a violation of this Agreement and instruct their members that they are to continue to perform work for the Employer in the usual manner. After they have done so no signatory Union or Council shall be liable for damages in any violation of the provisions of Section 1 of this Agreement so long as they do not assist or participate in such violation.

SECTION 25 PAYROLL DUES DEDUCTION; CHECKOFF

The Employer agrees to provide a payroll dues deduction or checkoff procedure for each Union that notifies the Employer in writing that it desires to utilize this process. For each Union that so notifies the Employer, the Employer agrees to withhold from the first pay of each month the dues and initiation fees of the appropriate Union for each employee who signs a written authorization for such deduction. The money so withheld will be paid over promptly to the Union's financial officer certified to the Employer in writing. The Unions will give the Employer a written statement no later than January 31st each year, identifying the amount of dues or initiation fees to be withheld and agree that the Employer will suffer no loss because of any withholding from the employees' pay pursuant to this Section. The Company will implement such changes within ninety (90) days of receipt of written notice.

In the event this agreement expires, and no extension is agreed upon, the Company's obligation to provide the dues/fees collection and remission services (hereafter referred to the "Services") set out in Section 25 will terminate if the Council does not accept the Company's offer of an extension which includes the following:

a. Retroactive payment to employees of any subsequently negotiated increases to base hourly wage rates during the term of the extension;
b. Subsequently negotiated increases to base hourly wage rates shall be effective the day following the original date of expiration of the Agreement through the term of the extension;
c. Payment of retroactive base hourly wage increases shall be based on each employee's hours paid between the original date of expiration of the Agreement and through the term of the extension (precise method of calculation subject to negotiation);

Only under the following scenario will the Company's obligation to provide the dues/fees collection and remission services terminate.

- The Company offers the Council an extension that includes the above stipulations and the Council denies such an extension.

In the event a successor agreement is ratified, the Company is under no obligation to collect and/or remit retroactive dues/fees for the period of time that dues collection was suspended.

SECTION 26 DURATION

A. This Agreement and any amendment or supplement hereto shall be in full force and effect from upon ratification to **May 31, 2023**, and from year to year thereafter, subject to the right of either party to terminate the same at any anniversary of **June 1st**, following **June 1, 2023**, upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination.

B. Either party shall have the right to open this Agreement, for revision or amendment without termination, upon giving of sixty (60) days written notice of intention to revise or amend prior to the expiration of the Term. Such notice of reopening shall state the Sections or portions of this Agreement on which revision or amendment is desired and set forth in detail such desired revision or amendment. The party receiving such notice shall have a period of ten (10) days thereafter in which to serve its reply, stating the Sections or portions of this Agreement which it desires to amend or revise and setting forth in detail such desired revisions or amendments. Except by mutual agreement, negotiations on all such proposed amendments or revisions shall commence no later than **April 15, 2023**, or on **April 15th** of any subsequent year, providing the steps for revisions or amendment have been timely instituted in accordance with this paragraph.

C. It is agreed that Disneyland Park/Disney California Adventure and Unions signatory to this Agreement shall be and each of them are hereby foreclosed from raising issues pertaining to wages and working conditions during the period commencing upon ratification, and ending **May 31, 2023**, or thereafter, except as provided in Section 9, preceding.

SECTION 27 GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any 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.

SECTION 28 QUALIFICATIONS

A. That each of the parties hereto warrants and agrees that it's under no disability of any kind, whether arising out of its compliance status within the meaning of the National Labor Relations Act, as amended, or out of the provision of its Articles of Incorporation, Constitution, By Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not by the adoption or amendment of any provision of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever take any action that will prevent or impede it in full and complete performance of each and every term and condition thereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Local Unions on whose behalf the said parties are signing the said Agreement.

B. This Agreement contains all of the covenants, Stipulations and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein; that any provision of the working rules of the Unions, with reference to the relations between the Employer and its employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereinafter be adopted by the Unions shall have no application to the work hereunder.

SECTION 29 SICK LEAVE

I. Regular Full Time

A. Each Regular Full Time employee will accrue, from the beginning of his/her employment, credits toward sick leave in accordance with the Regular Full Time formula below of paid hours worked as described hereinafter. After completing ninety (90) days or more of continuous service, he/she will be entitled to use accrued sick leave. Eight (8) hours of sick leave accrual shall be accrued for each two hundred and forty (240) hours worked, up to a maximum of fifty-six (56) hours in any twelve (12) month period. After the first ninety (90) days of employment, sick leave benefit may be used at any time after accrual without regard to the anniversary year.

B. Unused sick leave may be accumulated up to a maximum of three hundred (300) work hours. Subject to the amendment outlined in the next following paragraph, and also paragraph D. of this Subsection, sick leave may be used only for absences due to illness or injury (or other reasons for which employers must provide sick time under State law), except that upon termination and after ninety (90) days of continuous employment an employee with unused sick leave credits will be paid such credits at the employee's regular straight time rate. Employees will not be entitled to sick leave pay for illness occurring during vacation or on days on which they were not scheduled to work.

An eligible Regular Full Time employee who accrues in excess of three hundred (300) hours of unused sick leave will, when requested, be granted additional paid vacation hours equaling the amount of excess hours. Sick leave credits will be accrued on a floating calendar year basis.

C. The formula for computing Regular Full Time sick leave is as follows:

FORMULA

After 1680 hours,	56 hours sick leave
After 1440 hours,	48 hours sick leave
After 1200 hours,	40 hours sick leave
After 960 hours,	32 hours sick leave
After 720 hours,	24 hours sick leave
After 480 hours,	16 hours sick leave
After 240 hours,	8 hours sick leave

D. Upon the request of an eligible Regular Full Time employee, the Employer shall provide for payment of up to all accrued Sick Leave in excess of ninety-six (96) hours on an annual basis. Such requests for payment of accrued Sick Leave will be accepted two (2) times per calendar year during any payroll week of the calendar year.

II. Casual Regular/Casual Temporary

A. Starting on July 1, 2015, each Casual Regular/Casual Temporary employee covered under this Agreement will accrue credits toward sick leave as outlined in this Subsection II. He/she will be entitled to use sick leave beginning on the ninetieth (90^{th}) day of employment. A Casual Regular/Casual Temporary employee will accrue one (1) hour of sick leave for each thirty (30) hours paid, up to a maximum of forty-eight (48) hours in any twelve (12) month period. Sick leave benefit may be used up to a maximum of twenty-four (24) hours in any calendar year without regard to anniversary year.

B. Casual Regular/Casual Temporary employees may carry over a maximum of forty-eight (48) hours of sick leave from the previous calendar year.

C. Casual Regular/Casual Temporary employees who accrue sick leave will not be eligible for a payout of any unused sick leave accrued upon separation or at any other time.

III. General Provisions

A. Sick leave will be paid for the number of hours in the employee's regularly scheduled shift at the time the sick leave was taken, except as set forth in paragraph C of this Subsection. "Continuous Service" for the purpose of this Section shall be computed in the same manner as for vacation.

B. In order to receive sick leave pay the employee must file a request therefore on the appropriate form and submit it to his or her supervisor. If three (3) or more consecutive regularly scheduled shifts of sick leave are applied for, the Employer may request a physician's written statement certifying the nature and length of the illness and if so requested must accompany the request for sick leave pay. The Employer may require proof of illness in any case if it desires and an employee not furnishing such proof will not be entitled to sick leave pay.

C. In the event an employee incurs a non-occupational illness while at work and employee cannot complete his or her shift, the employee may apply under the provisions of paragraph B of this Subsection for sick leave pay covering the unworked balance of his or her regularly scheduled shift, in units of one (1) hour.

D. Sick leave benefits as outlined herein shall be paid to eligible employees until such time as State Disability or Workers' Compensation benefits begin. When State Disability or Workers' Compensation benefits begin, any accrued sick leave benefits shall be integrated with State Disability or Workers' Compensation benefits, paying the difference between State Disability or Workers' Compensation benefits, and the employee's full wages for time missed from work until such time as the employee has been released from Disability and returns to work, or until such time as the sick leave benefits have been used up, whichever occurs first.

E. Eligible employees who miss scheduled work shifts to care for an ill or injured dependent may use up to three (3) sick leave days per year as personal time off. Upon request, the employee must provide a physician's written statement certifying the nature and length of the illness of the family member. Employees who fail to provide such written notice will not receive sick leave pay.

SECTION 30 NEW CONSTRUCTION

A. The parties hereto recognize and agree that the purpose and intent of this collective bargaining agreement is to set forth wages, benefits and working conditions for employees covered by this Agreement who are primarily engaged in the ongoing maintenance, repair and rehabilitation of Disneyland Park/Disney California Adventure.

B. It is understood that, from time to time, Maintenance employees under this Agreement will become involved in Disneyland Park/Disney California Adventure projects, as defined in C below, which are new construction in nature. When this occurs, the Maintenance employee shall be treated as follows:

1. The appropriate new construction hourly rate of pay, in one hour increments, for work performed on such projects shall be paid to the maintenance employee. Benefit accrual shall continue under the terms of the Maintenance Agreement.

2. The new construction rate will not apply to the Lead or General Lead of a worker, unless the Lead or General Lead, himself, works with the worker on the job and site which is identified with the new construction rate.

C. Disneyland Park/Disney California Adventure Maintenance employees shall receive new construction pay when assigned to work on any construction job site involving the building or erecting of totally new rides or new buildings such as Space Mountain, Big Thunder Mountain, 3-D Theater, the Simulator Attraction, or the Administration Building.

All other work and/or projects which are accomplished by Disneyland Park/Disney California Adventure Maintenance personnel shall be paid for at the appropriate Maintenance classification rate of pay.

SECTION 31 WORK STOPPAGES AND LOCKOUTS

A. No Strike - No Lockout

During the existence of this Agreement, there shall be no strikes, picketing, work stoppages or disruptive activity by the Union acting as the bargaining unit representative or by an employee, and there shall be no lockouts by the Employer.

B. Failure to Cross Picket Line - Violation of Agreement

Failure of any employee covered by this Agreement to cross any picket line established at Disneyland Resort is a violation of this Agreement and may result in the immediate discharge of any employee who commits such violation. **The Employer shall make every effort to provide safe access for its employees at the Disneyland Resort.**

C. Union's Responsibility to Prevent Work Stoppage, Strike or Disruptive Activity

The Union shall not encourage or condone a work stoppage, strike or disruptive activity on the part of bargaining unit employees at Disneyland Resort and shall undertake all possible steps to prevent or to terminate any strike, work stoppage, or disruptive activity on the part of those bargaining unit employees. No employee shall engage in activities that violate this Section. Any employee who participates in or encourages any activities which interfere with the normal operation of Disneyland Resort shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility. The failure of the Employer to exercise this right in any instance, shall not be deemed a waiver of this right in any other instances, nor shall the Employer's right to discipline all employees for any other cause be in any way affected by this paragraph C.

D. Disputes With Concessionaires

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

SECTION 32 FOUR (4) DAY, TEN (10) HOUR/DAY WORKWEEK

A. The Employer shall have the right to establish a four (4) day, ten (10) hour workweek in any and all departments and/or locations as determined by the Company. The Union may present to the Company a request to establish a four (4), ten (10) hour per day workweek in any and all departments covered under this Agreement, however, the final decision shall be based upon business needs as determined by the Company.

B. The Employer shall give employees assigned to a four (4) day, ten (10) hour workweek, three (3) days' notice of such assignment. The three (3) day notice shall include the day notice is given.

C. The Employer will first consider volunteers for assignment to a four (4) day, ten (10) hour workweek. In the event that not enough employees volunteer for the assignment, the principles of seniority shall be observed, where skill and ability are relatively equal, as determined by the Employer.

D. All employees assigned to a four (4) day, ten (10) hour workweek shall be scheduled for three (3) days off in the workweek, at least two (2) days of which will be consecutive days off.

E. All time worked over ten (10) hours in any one (1) day or forty (40) hours in any one (1) workweek shall be compensated for at the rate of one and one-half (1½) times the employee's regular rate.

All time worked over twelve (12) consecutive hours in any one (1) day shall be compensated for at the rate of two (2) times the employee's regular straight classification rate, including any applicable premium rate.

F. All employees who work on each of seven (7) consecutive days in the workweek will be paid for the seventh (7^{th}) day at double their regular straight time rate, even if the total time worked during the previous six (6) days is less than forty (40) hours.

G. 1. When a holiday falls on an employee's regularly scheduled day of work, and he is not required to work on that day, and his regularly scheduled workweek consists of four (4), ten (10) hour days, he shall be paid as a holiday premium, ten (10) hours' pay at his regular straight time rate of pay including any shift premium and/or lead pay for that day and that shall be considered as ten (10) hours worked for the purposes of computing overtime in that workweek.

2. When a holiday falls on an employee's regularly scheduled day of work and the employee works on that day, he shall be paid two (2) times his regular straight time rate of pay for all hours worked on that day.

3. When a holiday falls on an employee's regular day of rest, and he does not work, he shall receive a holiday premium of eight (8) hours' pay at his straight time rate of pay including any shift premium and/or lead pay.

4. In the event a holiday falls on an employee's regular day off, and the employee is required to work, he shall be paid at two (2) times his rate of pay for all hours worked.

SECTION 33 DRUG AND ALCOHOL ABUSE POLICY

1. The Employer and the Union recognize that it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its guests and its employees. As part of its effort to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse alcohol as follows. For purposes of this Agreement, the terms "drugs" or "drug tests" shall include both drugs and alcohol, as appropriate.

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

   (a) Drug tests for bargaining unit employees may be required where there is an objective reasonable suspicion that an employee has an in-system presence of drugs on the job. For purposes of this Agreement, the terms "employee" or "bargaining unit employee" includes not only persons employed in positions covered by the collective bargaining agreement, but also persons being recalled into such positions.

   (b) Drug tests for bargaining unit employees may be required as part of a post mishap investigation in cases where:

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

      2. The mishap resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed $5,000.

      3. Testing associated with a mishap will take place as soon as possible, under the circumstances.

   (c) In addition to 2(a) and (b) above, any employee who voluntarily comes forward and/or admits to the use of drugs will not be subject to immediate discipline, but will be referred to the Employer's Employee Assistance Program (EAP) for rehabilitation. Said employee shall be placed on a leave of absence (not to exceed the time limits as outlined in Section 17 Leave of Absence) until his rehabilitation program is completed or until he provides medical documentation that his presence on the job will not jeopardize his own health and safety, or the health and safety of others.

(d) In the event that any government agency duly concerned with Disneyland Park/Disney California Adventure advises the Employer that employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with the procedures established by this Agreement and shall not commence until the Union and the Employer have had a reasonable opportunity to discuss the impact of the government directive.

(e) Employees classified in those positions that have been identified and agreed to by the Employer and the Union will be subject to random drug testing.

3. An employee will not be tested under Section 2(a) above unless his conduct or other related circumstances provide an objective reasonable basis to believe that the employee may have ingested drugs or alcohol and/or is suffering from impairment of some sort while on the job site. (An objective reasonable basis would include, but not be limited to, slurred speech, unsteady gait, glazed eyes, dilated pupils, odor of alcohol, and/or erratic behavior.) Such observation will be confirmed by another member of management wherever possible.

4. Any employee directed for testing shall be entitled to request the presence of a Union representative in pretest meetings with management. Provided a Union representative has been requested, no specimen will be collected until the Union representative can discuss the matter with management and/or the employee. The Union agrees that the procedures described in Sections 3 and 4 shall not operate in a manner that will impede timely collection of a biological specimen. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

5. Any employee who tests negative to any drug test under this Agreement (other than random tests as a follow up to rehabilitation) shall be compensated for any scheduled hours lost, at the appropriate wage rate. Hours lost under such circumstances shall be treated as time worked for purposes of overtime premium eligibility.

6. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. Specimen collection shall be accomplished at the laboratory facilities utilized by the Employer, currently CDT on-site mobile testing or St. Joseph Hospital. There will be no strip searches or opposite sex observation. In the usual case, the Employer will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Employer has an objective reason to believe that the employee may attempt to contaminate a test specimen.

7. Test specimens shall be sent only to Laboratory facilities certified by an appropriate federal or state agency. If a dispute should arise over the selection of drug test Laboratories, such dispute shall be subject to the grievance and arbitration procedure. The Laboratory(s) selected must, upon request, identify the drugs tested for, the methods used, the manufacturers of the test, the analytical limits and levels used, the methods of reporting results and the chain of custody procedures used to produce forensically acceptable test results. To be qualified under this section, the laboratory must participate in a program of "blind proficiency" testing where they analyze samples sent by an independent party. The laboratory(s) selected will make such results available to an authorized representative of the Employer and the affected employee. At the employee's request, the Manager of Labor Relations, will report test results to the Union Business Manager. All samples will be tested twice. The first test may be a screening test, but positive screen test results may be confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) or an equivalent scientifically accepted method of confirmation. All final positive tests results will be reviewed by a toxicologist or a physician prior to release and only confirmed results will be reported to the Employer.

8. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be the same as those called out in the Department of Transportation Regulations.

   Any dispute over the acceptability of such alternative test methodologies shall be resolved through the grievance and arbitration procedure.

9. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the Union and follow up retesting at the request of the Union or the Employer. The laboratory shall endeavor to notify the Employer and the Union of positive test results within two (2) working days after receipt of the specimen. The Union or Employee may request a retest within three (3) working days from notice of positive test result. Additionally, or as an alternative, the Union may have the sample tested at a certified laboratory of its choice. Should any test result be negative, the Employer and the Union may jointly select a third certified laboratory and have the sample tested. The results of the various tests will be considered by the Employer in determining the appropriate disciplinary action.

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

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

12. When required, alcohol testing will be conducted using breath samples although blood samples may be required under exceptional circumstances. Blood samples will be taken at an appropriate medical facility. Where employees are required under this policy to submit samples for alcohol testing, the medical facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this policy, if a test reveals the presence of alcohol at a level of .08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than .08%, the results of the test will be considered along with all other relevant, information (e.g. employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this policy.

13. Test results shall be communicated by the laboratory to the Employers medical officials or Manager of Labor Relations. The Employer shall be responsible for maintaining confidentiality of test records and test results will be communicated to job site management strictly on a "need to know" basis. Employee drug test records shall not be released outside the Disneyland Park/Disney California Adventure 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.

14. When and if it becomes necessary to impose discipline for drug related conduct or job performance, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds consent as to particular documents personal to him, the Employer agrees to provide the Union with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this drug policy, neither the Employer nor the Union waive any legal rights. The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

15. The Employer recognizes that employees have a right to privacy and that any adverse action taken against an employee for off-duty conduct shall take into account the employee's right to privacy, the impact of the employee's conduct on his job performance, and the Employer's image and reputation. Any disciplinary action for such drug related conduct will be subject to the grievance procedure with respect to any alleged off-duty related conduct. The Employer will attempt to balance the employee's right to privacy in his off-duty time with other legitimate

job- related concerns in weighing the contractual property of disciplinary action.

16. Subsequent to the circumstances set forth in 2a, b, and c, above, random drug testing of employees will be permitted only as a follow up to rehabilitation or after disciplinary action has been imposed. Such random drug testing will be allowed for a reasonable period of time after rehabilitation or disciplinary action has been imposed, not to exceed one (1) year.

17. The Union is not responsible for ascertaining or monitoring the drug free or alcohol free status of any employee or applicant for employment.

18. The Employer agrees to hold harmless, and indemnify, the Union from any liability that may be incurred as a result of the Employer's drug and alcohol program, including any chemical testing of employees or applicants for employment.

SECTION 34 BEREAVEMENT LEAVE

It is the policy of the Employer to provide bereavement leave to eligible employees upon the death of an eligible family member. The Human Resources Department administers this policy and can be contacted if questions or concerns arise regarding bereavement requests.

1. Regular employees are eligible for this benefit.

2. Conditions

   A. The deceased must be a spouse, domestic partner, child, stepchild, grandchild, parent (biological, adoptive, step, or foster 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 head of Human Resources or a designated Human Resources representative.

   B. Bereavement leave may be taken for up to five (5) work days for each applicable occasion.

   C. Payment is available only for scheduled work shifts which employees miss due to arrangement of, travel time to, and attendance at the services.

   D. Requests for bereavement leave must be made to and approved by the employee's immediate supervisor. The employee's relationship to the deceased and, upon request, the location and date of the services, must be provided in the request for bereavement leave.

E. Requests for bereavement leave pay must be made no later than thirty (30) days after the date of the leave.

F. Employees must record any day they are absent from work due to bereavement leave.

G. Bereavement leave benefits may not be accumulated, nor will employees be paid in lieu of any unused bereavement leave.

H. Payment for bereavement leave will be made at the base wage or salary rate in effect at the time of the leave. Shift premium and lead pay will be included in the computation of bereavement leave when applicable.

I. Employees on leaves of absence generally are not eligible for bereavement leave.

J. Should the death of an employee's eligible family member occur while an employee is on vacation, vacation may be changed to include, or be replaced by, bereavement leave, at the request of the employee.

SECTION 35 CLASSIFICATIONS, WAGE RATES AND SPECIAL WORKING CONDITIONS

I. Attendance Policy

Employees must report to work for each scheduled shift, be on time and remain for the full shift. Absenteeism and tardiness may subject the employee to disciplinary action in accordance with the Disneyland Resort attendance policy. The Company will provide the Union notice of any change to the attendance policy at least sixty (60) days prior to implementation. Upon the Union's request, the Company will meet and confer in good faith and will give due consideration to the Union's expression of concerns and suggestions for any change to the attendance policy. If requested, the Company will bargain over the effects on working conditions if any, caused by such implementation or change to the attendance policy. Any such effects, however, shall not alter or limit the Company's right to implement the policy change sixty (60) days after notice to the Union.

II. Workday and Workweek

Regular Full Time employees employed under this agreement shall be scheduled no less than forty (40) hours per week.

A. All time worked over eight (8) hours in any one (1) day, or forty (40) hours in any one (1) workweek shall be compensated for at the rate of one and one-half (1½) times the employee's regular straight time rate, including any applicable premium rate, or such other applicable overtime rate as is specified below. All time worked over twelve (12) consecutive hours in any one (1) day shall be compensated for at the rate of two (2) times the employee's regular straight classification rate, including any applicable premium rate.

The regular workweek may be changed by the Employer upon the giving of two (2) weeks notice to the Union.

B. Each employee shall receive a ten (10) minute rest period in each half (½) of each employee's work shift. Such rest periods shall be as close to the midpoint of the half (½) shift as is practicable. The actual schedule of the rest periods shall be determined by the Employer.

C. Each Full Time employee will be assigned two (2) consecutive days off which will not be changed on less than five (5) workdays notice of the effective date of the first of the employee's two (2) new days off. However, the Employer may grant two (2) nonconsecutive days off to an employee who requests such a schedule. The five (5) workdays notice shall include the day the notice is given. It is recognized that all employees will not have the same days off. In the event that less than five (5) days' notice of a change in days off is given, the old days off shall be subject to the overtime provisions of Subsection I., E., below.

D. All employees who work on each of seven (7) consecutive days in the workweek will be paid for the seventh (7^{th}) day at double their regular straight time rate, even if the total time worked during the previous six (6) days is less than forty (40) hours.

E. Employees who work on the first of the two (2) of their respective two (2) scheduled days off in the workweek shall be paid at the rate of one and one-half (1½) times their regular straight time rate, and employees who work on the second of their respective two (2) scheduled days off shall be paid at double their regular straight time rate, except that when a bonafide change in days off is to be made, the employees two (2) new consecutive days off shall be effective in the workweek following the workweek in which the old days off were last subject to the overtime provisions.

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

G. The payroll week may be changed by the Employer upon the giving of two (2) weeks notice to the Union.

H. In the event an employee incurs a serious occupational illness or injury and Health Services excuses the employee from further work on that day, he shall be paid the unworked balance of his regularly scheduled shift.

III. Shifts

A. There will be no split shifts. Any shift which begins at or after 4:00 p.m. and before 10:00 p.m. will be paid a shift premium of twenty-five cents ($0.25) per hour in addition to the regular straight time rate. Any shift which begins at or after 10:00 p.m. and before 5:00 a.m. will be paid a shift premium of seventy-five cents ($0.75) per hour in addition to the regular straight time rate.

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.

C. All Regular employees who are to be laid off shall be given one (1) week advance notice of such layoff. It is hereby mutually acknowledged that the term "layoff" does not include discharge for cause.

D. In the event an employee's shift (e.g., 1st, 2nd, or 3rd shift) is changed, the Employer will endeavor to maintain such shift for at least five (5) consecutive days, wherever possible, with the exception of shift changes due to Special Events.

The Employer will endeavor to give employees as much advance notice of a change in shift as is practical prior to the effective date of the shift change.

IV. Premium Pay

A. Working Lead: $1.00 above highest craft led.

General Lead: $1.50 above highest craft led.

Trainer: $1.00 over individual statused rate of pay.

To be paid in one (1) hour increments.

B. HIGH TIME:

1. High time shall be defined as work performed from a bos'n chair, rope and saddle, crane basket or suspended scaffold at a height of forty (40) feet or more.

2. Premium Paid: $3.00/hr. To be paid in two (2) hour increments.

C. DIVING TIME:

1. Diving time shall be defined as an employee performing either of the following functions:

"Diver": An employee working in water using underwater apparatus which supplies compressed breathing gas at the ambient pressure. "Standby Diver": A diver at the dive location available to assist a diver in the water.

2. Premium Paid: $3.00/hr. To be paid in two (2) hour increments.

V. Flexibility of Job Classifications

The Employer will hire and status each employee in the appropriate job classification listed in Section 35.VI. below, in accordance with Section 3 Union Security and Section 4 Notices. The Employer shall then have the ability to assign, or direct employees to various job assignments or work locations within any other job classification title listed in Section 35.VI. of this Agreement.

An employee assigned to a higher classification of work shall receive the rate applicable to the higher classification for each half (½) of his work shift during which he performed work in the higher classification.

VI. Classifications and Wage Rates

Three Year **and three (3) month** Agreement from **March 1, 2020** through **May 31, 2023** as follows:

Minimum Start Rate and Wage Rate Structure Increases

Effective 3/1/20:	**3.00% Minimum Start Rate and all steps of the Wage Rate Structure (including Employees at or above max rate/step 5 of the Wage Rate Structure) ***
Effective 3/1/21:	**3.00% Minimum Start Rate and all steps of the Wage Rate Structure (including Employees at or above max rate/step 5 of the Wage Rate Structure)**
Effective 3/1/22:	**3.00% Minimum Start Rate and all steps of the Wage Rate Structure (including Employees at or above max rate/step 5 of the Wage Rate Structure)**

*** Retro-activity of wage increases will apply only to those employees active and inactive (including those on furlough) on the date of ratification.**

*** Retro-activity will be based on statused rate as of February 29, 2020, multiplied by the number of hours paid (including overtime).**

For all new employees hired after April 22, 2010, the attached five (5) year step structure will be in effect (see "Wage Rate" chart).

A. In the event the collective bargaining agreement expires (and a contract extension is not agreed upon by the Parties) as outlined in Section 25, the Company's obligation to provide wage increases of any kind will terminate.

B. The Company may continue/discontinue and/or implement hiring and/or retention initiatives at the Company's discretion.

Disneyland Resort
Craft Maintenance Council
Wage Rates
Effective March 1, 2020

CLASSIFICATION TITLE	START	1 Year	2 Year	3 Year	4 Year	5 Year
Ager/Grainer	$28.37	$29.47	$30.67	$31.92	$33.18	$38.99
Air Condition/Refrigeration Mechanic	$28.33	$29.45	$30.65	$31.89	$33.15	$38.93
Arcade Assistant	$18.82	$19.57	$20.37	$21.19	$22.04	$27.80
Blacksmith	$27.77	$28.92	$30.06	$31.27	$32.52	$38.31
Boilermaker	$27.77	$28.92	$30.06	$31.27	$32.52	$38.31
CNC Operator & Programmer	$28.87	$30.00	$31.22	$32.47	$33.77	$39.63
Color Specialist	$28.37	$29.47	$30.67	$31.92	$33.18	$38.99
Computer Artist	$27.32	$28.45	$29.58	$30.75	$32.00	$38.97
Computer Artist II	$29.62	$30.81	$32.04	$33.34	$34.70	$41.22
Custom Sewing Operator	$19.78	$20.57	$21.40	$22.26	$23.16	$28.92
Electrician	$28.33	$29.45	$30.65	$31.89	$33.15	$38.93
Electrician-Lamper	$18.82	$19.57	$20.37	$21.19	$22.04	$27.80
Electro-Mechanical Technician	$27.54	$28.60	$29.76	$30.96	$32.18	$38.01
Environmental Laborer	$27.40	$28.52	$29.68	$30.85	$32.09	$35.56
Firer-Locomotive	$18.82	$19.57	$20.37	$21.19	$22.04	$27.80
Fork-Lift Operator	$24.66	$25.67	$26.73	$27.76	$28.90	$34.67
Gardener	$19.44	$20.23	$21.05	$21.89	$22.77	$28.46
Horticultural Exterminator	$20.51	$21.33	$22.19	$23.08	$24.00	$29.78
Horticulture Specialist	$21.46	$22.34	$23.22	$24.16	$25.11	$30.44
HVAC/EMS Tech	$29.64	$30.75	$31.96	$33.19	$34.46	$40.16
Industrial Pattern Maker/Cutter	$21.02	$21.86	$22.75	$23.64	$24.60	$30.40
Industrial Sewing Operator	$18.11	$18.83	$19.59	$20.38	$21.20	$26.88
Industrial Upholsterer	$28.37	$29.47	$30.67	$31.92	$33.18	$38.99
Ironworker	$28.37	$29.47	$30.67	$31.92	$33.18	$38.99
Laborer	$20.18	$20.99	$21.83	$22.71	$23.61	$27.96
Machinist	$28.33	$29.45	$30.65	$31.89	$33.15	$38.93
Machinist Helper	$24.74	$25.73	$26.78	$27.84	$28.96	$34.79
Machinist-Outside	$28.33	$29.45	$30.65	$31.89	$33.15	$38.93
Oiler-Truck Driver	$24.66	$25.67	$26.73	$27.76	$28.90	$34.67
Operating Engineer	$27.54	$28.60	$29.76	$30.96	$32.18	$38.01
Painter/Brush	$26.90	$28.00	$29.10	$30.28	$31.50	$37.32
Painter/Paper Hanger	$28.37	$29.47	$30.67	$31.92	$33.18	$38.99
Painter/Sprayer	$28.37	$29.47	$30.67	$31.92	$33.18	$38.99
Park Decorator	$25.40	$26.43	$27.53	$28.59	$29.75	$35.56
Pictorial Artist	$32.40	$33.72	$35.08	$36.49	$37.96	$46.19
Pipefitter	$28.33	$29.45	$30.65	$31.89	$33.15	$38.93
Plaster Tender	$21.18	$22.03	$22.89	$23.83	$24.78	$30.51
Plasterer	$29.80	$31.01	$32.24	$33.53	$34.87	$40.71
Plumber	$28.33	$29.45	$30.65	$31.89	$33.15	$38.93
Pruner	$20.18	$20.99	$21.83	$22.71	$23.61	$29.33
Quality Technician	$40.42	$41.33	$42.31	$43.24	$44.20	$44.69
Sandblaster/Painter	$28.37	$29.47	$30.67	$31.92	$33.18	$38.99
Sheet Metal Worker	$28.37	$29.47	$30.67	$31.92	$33.18	$38.99
Sheet Rock Taper	$27.94	$29.03	$30.20	$31.41	$32.66	$38.52
Sign Helper	$20.18	$20.99	$21.83	$22.71	$23.61	$27.97
Sign Painter	$30.35	$31.58	$32.85	$34.17	$35.54	$43.28
Silk Screener	$27.32	$28.45	$29.58	$30.75	$32.00	$38.97
Steam Engineer	$21.18	$22.03	$22.89	$23.83	$24.78	$32.44
Truck Driver 10 Ton	$24.66	$25.67	$26.73	$27.76	$28.90	$34.67
Truck Driver 6 Ton	$24.31	$25.30	$26.34	$27.36	$28.48	$34.24
Truck Driver-Landscape	$24.26	$25.25	$26.24	$27.29	$28.41	$34.21

Note: The above rates are minimum rates of pay. The Company may increase rates periodically and hire people at various stages of the step progression, if necessary, to meet hiring requirements.

Disneyland Resort
Craft Maintenance Council
Wage Rates
Effective March 1, 2021

CLASSIFICATION TITLE	START	1 Year	2 Year	3 Year	4 Year	5 Year
Ager/Grainer	$29.23	$30.36	$31.60	$32.88	$34.18	$40.16
Air Condition/Refrigeration Mechanic	$29.18	$30.34	$31.57	$32.85	$34.15	$40.10
Arcade Assistant	$19.39	$20.16	$20.99	$21.83	$22.71	$28.64
Blacksmith	$28.61	$29.79	$30.97	$32.21	$33.50	$39.46
Boilermaker	$28.61	$29.79	$30.97	$32.21	$33.50	$39.46
CNC Operator & Programmer	$29.74	$30.90	$32.16	$33.45	$34.79	$40.82
Color Specialist	$29.23	$30.36	$31.60	$32.88	$34.18	$40.16
Computer Artist	$28.14	$29.31	$30.47	$31.68	$32.96	$40.14
Computer Artist II	$30.51	$31.74	$33.01	$34.35	$35.75	$42.46
Custom Sewing Operator	$20.38	$21.19	$22.05	$22.93	$23.86	$29.79
Electrician	$29.18	$30.34	$31.57	$32.85	$34.15	$40.10
Electrician-Lamper	$19.39	$20.16	$20.99	$21.83	$22.71	$28.64
Electro-Mechanical Technician	$28.37	$29.46	$30.66	$31.89	$33.15	$39.16
Environmental Laborer	$28.23	$29.38	$30.58	$31.78	$33.06	$36.63
Firer-Locomotive	$19.39	$20.16	$20.99	$21.83	$22.71	$28.64
Fork-Lift Operator	$25.40	$26.45	$27.54	$28.60	$29.77	$35.72
Gardener	$20.03	$20.84	$21.69	$22.55	$23.46	$29.32
Horticultural Exterminator	$21.13	$21.97	$22.86	$23.78	$24.72	$30.68
Horticulture Specialist	$22.11	$23.02	$23.92	$24.89	$25.87	$31.36
HVAC/EMS Tech	$30.53	$31.68	$32.92	$34.19	$35.50	$41.37
Industrial Pattern Maker/Cutter	$21.66	$22.52	$23.44	$24.35	$25.34	$31.32
Industrial Sewing Operator	$18.66	$19.40	$20.18	$21.00	$21.84	$27.69
Industrial Upholsterer	$29.23	$30.36	$31.60	$32.88	$34.18	$40.16
Ironworker	$29.23	$30.36	$31.60	$32.88	$34.18	$40.16
Laborer	$20.79	$21.62	$22.49	$23.40	$24.32	$28.80
Machinist	$29.18	$30.34	$31.57	$32.85	$34.15	$40.10
Machinist Helper	$25.49	$26.51	$27.59	$28.68	$29.83	$35.84
Machinist-Outside	$29.18	$30.34	$31.57	$32.85	$34.15	$40.10
Oiler-Truck Driver	$25.40	$26.45	$27.54	$28.60	$29.77	$35.72
Operating Engineer	$28.37	$29.46	$30.66	$31.89	$33.15	$39.16
Painter/Brush	$27.71	$28.84	$29.98	$31.19	$32.45	$38.44
Painter/Paper Hanger	$29.23	$30.36	$31.60	$32.88	$34.18	$40.16
Painter/Sprayer	$29.23	$30.36	$31.60	$32.88	$34.18	$40.16
Park Decorator	$26.17	$27.23	$28.36	$29.45	$30.65	$36.63
Pictorial Artist	$33.38	$34.74	$36.14	$37.59	$39.10	$47.58
Pipefitter	$29.18	$30.34	$31.57	$32.85	$34.15	$40.10
Plaster Tender	$21.82	$22.70	$23.58	$24.55	$25.53	$31.43
Plasterer	$30.70	$31.95	$33.21	$34.54	$35.92	$41.94
Plumber	$29.18	$30.34	$31.57	$32.85	$34.15	$40.10
Pruner	$20.79	$21.62	$22.49	$23.40	$24.32	$30.21
Quality Technician	$41.64	$42.57	$43.58	$44.54	$45.53	$46.04
Sandblaster/Painter	$29.23	$30.36	$31.60	$32.88	$34.18	$40.16
Sheet Metal Worker	$29.23	$30.36	$31.60	$32.88	$34.18	$40.16
Sheet Rock Taper	$28.78	$29.91	$31.11	$32.36	$33.64	$39.68
Sign Helper	$20.79	$21.62	$22.49	$23.40	$24.32	$28.81
Sign Painter	$31.27	$32.53	$33.84	$35.20	$36.61	$44.58
Silk Screener	$28.14	$29.31	$30.47	$31.68	$32.96	$40.14
Steam Engineer	$21.82	$22.70	$23.58	$24.55	$25.53	$33.42
Truck Driver 10 Ton	$25.40	$26.45	$27.54	$28.60	$29.77	$35.72
Truck Driver 6 Ton	$25.04	$26.06	$27.14	$28.19	$29.34	$35.27
Truck Driver-Landscape	$24.99	$26.01	$27.03	$28.11	$29.27	$35.24

Note: The above rates are minimum rates of pay. The Company may increase rates periodically and hire people at various stages of the step progression, if necessary, to meet hiring requirements.

Disneyland Resort
Craft Maintenance Council
Wage Rates
Effective March 1, 2022

CLASSIFICATION TITLE	START	1 Year	2 Year	3 Year	4 Year	5 Year
Ager/Grainer	$30.11	$31.28	$32.55	$33.87	$35.21	$41.37
Air Condition/Refrigeration Mechanic	$30.06	$31.26	$32.52	$33.84	$35.18	$41.31
Arcade Assistant	$19.98	$20.77	$21.62	$22.49	$23.40	$29.50
Blacksmith	$29.47	$30.69	$31.90	$33.18	$34.51	$40.65
Boilermaker	$29.47	$30.69	$31.90	$33.18	$34.51	$40.65
CNC Operator & Programmer	$30.64	$31.83	$33.13	$34.46	$35.84	$42.05
Color Specialist	$30.11	$31.28	$32.55	$33.87	$35.21	$41.37
Computer Artist	$28.99	$30.19	$31.39	$32.64	$33.95	$41.35
Computer Artist II	$31.43	$32.70	$34.01	$35.39	$36.83	$43.74
Custom Sewing Operator	$21.00	$21.83	$22.72	$23.62	$24.58	$30.69
Electrician	$30.06	$31.26	$32.52	$33.84	$35.18	$41.31
Electrician-Lamper	$19.98	$20.77	$21.62	$22.49	$23.40	$29.50
Electro-Mechanical Technician	$29.23	$30.35	$31.58	$32.85	$34.15	$40.34
Environmental Laborer	$29.08	$30.27	$31.50	$32.74	$34.06	$37.73
Firer-Locomotive	$19.98	$20.77	$21.62	$22.49	$23.40	$29.50
Fork-Lift Operator	$26.17	$27.25	$28.37	$29.46	$30.67	$36.80
Gardener	$20.64	$21.47	$22.35	$23.23	$24.17	$30.20
Horticultural Exterminator	$21.77	$22.63	$23.55	$24.50	$25.47	$31.61
Horticulture Specialist	$22.78	$23.72	$24.64	$25.64	$26.65	$32.31
HVAC/EMS Tech	$31.45	$32.64	$33.91	$35.22	$36.57	$42.62
Industrial Pattern Maker/Cutter	$22.31	$23.20	$24.15	$25.09	$26.11	$32.26
Industrial Sewing Operator	$19.22	$19.99	$20.79	$21.63	$22.50	$28.53
Industrial Upholsterer	$30.11	$31.28	$32.55	$33.87	$35.21	$41.37
Ironworker	$30.11	$31.28	$32.55	$33.87	$35.21	$41.37
Laborer	$21.42	$22.27	$23.17	$24.11	$25.05	$29.67
Machinist	$30.06	$31.26	$32.52	$33.84	$35.18	$41.31
Machinist Helper	$26.26	$27.31	$28.42	$29.55	$30.73	$36.92
Machinist-Outside	$30.06	$31.26	$32.52	$33.84	$35.18	$41.31
Oiler-Truck Driver	$26.17	$27.25	$28.37	$29.46	$30.67	$36.80
Operating Engineer	$29.23	$30.35	$31.58	$32.85	$34.15	$40.34
Painter/Brush	$28.55	$29.71	$30.88	$32.13	$33.43	$39.60
Painter/Paper Hanger	$30.11	$31.28	$32.55	$33.87	$35.21	$41.37
Painter/Sprayer	$30.11	$31.28	$32.55	$33.87	$35.21	$41.37
Park Decorator	$26.96	$28.05	$29.22	$30.34	$31.57	$37.73
Pictorial Artist	$34.39	$35.79	$37.23	$38.72	$40.28	$49.01
Pipefitter	$30.06	$31.26	$32.52	$33.84	$35.18	$41.31
Plaster Tender	$22.48	$23.39	$24.29	$25.29	$26.30	$32.38
Plasterer	$31.63	$32.91	$34.21	$35.58	$37.00	$43.20
Plumber	$30.06	$31.26	$32.52	$33.84	$35.18	$41.31
Pruner	$21.42	$22.27	$23.17	$24.11	$25.05	$31.12
Quality Technician	$42.89	$43.85	$44.89	$45.88	$46.90	$47.43
Sandblaster/Painter	$30.11	$31.28	$32.55	$33.87	$35.21	$41.37
Sheet Metal Worker	$30.11	$31.28	$32.55	$33.87	$35.21	$41.37
Sheet Rock Taper	$29.65	$30.81	$32.05	$33.34	$34.65	$40.88
Sign Helper	$21.42	$22.27	$23.17	$24.11	$25.05	$29.68
Sign Painter	$32.21	$33.51	$34.86	$36.26	$37.71	$45.92
Silk Screener	$28.99	$30.19	$31.39	$32.64	$33.95	$41.35
Steam Engineer	$22.48	$23.39	$24.29	$25.29	$26.30	$34.43
Truck Driver 10 Ton	$26.17	$27.25	$28.37	$29.46	$30.67	$36.80
Truck Driver 6 Ton	$25.80	$26.85	$27.96	$29.04	$30.23	$36.33
Truck Driver-Landscape	$25.74	$26.80	$27.85	$28.96	$30.15	$36.30

Note: The above rates are minimum rates of pay. The Company may increase rates periodically and hire people at various stages of the step progression, if necessary, to meet hiring requirements.

SECTION 36 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon any successors or assigns of any party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of March, 2021

For the Union:

Ernesto Medrano
CMC Chairman, LA/OC Building and Construction Trades Council

For the Company:

Bill Pace
Director, Labor Relations
Walt Disney Park and Resorts

For the Signatory Unions:

Painters & Allied Trades
District Council No. 36

Sheet Metal Workers, Local No. 105

International Association of
Machinists, District Lodge No. 947

I.B.E.W., Local No. 441

Ironworkers, Local No. 433

Laborers, Local Union No. 652

Air Conditioning & Refrigeration Fitters,
Local No. 250

Teamsters, Local No. 952

Plasterers', Local No. 755

8-10-21

Plasterers', Local No. 200

Plumbers, Local No. 582

Operating Engineers, Local No. 501

Tradeshow and Sign Craft
Local No.831

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CMC Grievance and Arbitration Settlements
Memorandum of Understanding
2020 Walt Disney Parks and Resorts U.S. & Craft Maintenance Council

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the Craft Maintenance Council ("CMC"), collectively referred to as "the Parties."

During the 2020 Craft Maintenance Council ("CMC") Negotiations, the Company and Union agree to the following as it pertains to the settlement of grievances under the 2020 Craft Maintenance Council Agreement.

In accordance with current CMC bylaws and only as long as they remain in effect, the Company and the Union agree that the Chairman of the CMC shall be a signatory, but an inactive party to any and all requested grievance settlements and arbitration outcomes. Upon request, the employer will redact any employee personal information.

Settlement agreements are in full force between the Company and Union affiliate signatory to the settlement with or without the CMC Chairman signature. It is the responsibility of that Union affiliate to obtain the CMC Chairman's signature and agrees to provide a complete executed copy to the Company.

In the event CMC bylaws change and are no longer in accordance with the terms stated above, the CMC Chairman will notify the Company and the Memorandum of Understanding will no longer be in effect.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/14/2021

Ernesto Medrano — Date
Chairman
Craft Maintenance Council

7/14/21

Bill Pace — Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Downtown Disney Operating Participant
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. & Craft Maintenance Council

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the Craft Maintenance Council ("Council"), collectively referred to as "the Parties." This Memorandum of Understanding pertains to the use of Disneyland Resort Maintenance employees in Downtown Disney performing work in the facilities of Operating Participants.

From time to time, in addition to the use of General or Sub-Contractors and outside vendors, the Operating Participants of Downtown Disney may utilize the services of Disneyland Resort Maintenance employees to perform work within their facilities.

The Company and the Union have discussed the issue referenced above, have reached an understanding, and agree to the following:

That, the use of the Disneyland Resort Maintenance employees within Operating Participant facilities does not in any way imply, grant, or extend jurisdiction of the Union to the Operating Participant facilities.

That, the use of Disneyland Resort Maintenance employees in Operating Participant facilities shall be considered non-precedent setting in nature and shall not be used by either the Company or the Union in any future grievance, arbitration or hearing of any kind, including outside agencies; relating to any issue which may arise concerning the jurisdiction of the Union in Operating Participant facilities within Downtown Disney, either as a result of this Memorandum of Understanding or in the future.

That, when Disneyland Resort Maintenance employees are assigned to work in Operating Participant Facilities they shall be compensated under the terms and conditions of the 2020 Disneyland Resort Craft Maintenance Council Agreement.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021

Ernesto Medrano — Date
Chairman
Craft Maintenance Council

7/14/21

Bill Pace — Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Random Drug & Alcohol Testing
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. & Craft Maintenance Council

During the 2020-2021 Craft Maintenance Council Negotiations, it was agreed to carry forward this 2005 Side Letter of Agreement between the Disneyland Resort, Division of Walt Disney Company Parks and Resorts, U.S. Inc. ("Company" or "Employer") and the Craft Maintenance Council ("Union").

The Company and the Union have agreed to the following:

1) That, employees (including immediate salaried supervision) in safety sensitive positions defined as (those employees who maintain, repair or refurbish theme park rides and attractions and Guest or Cast transportation systems) will be subject to random drug and alcohol testing.

The job classifications deemed to be safety sensitive include:

CNC Operator & Programmer
Electrician
Firer Locomotive
Fork-Lift Operator
Ironworker
Machinist Helper
Machinist – Outside
Machinist
NDT Technician (Quality Technician)
Operating Engineer
Plumber
Steam Engineer
Oiler-Truck Driver
Truck Driver 10 Ton

2) That, on a calendar year basis up to 50% of the employees in the bargaining unit will be subject to a random drug test.

That, on a calendar year basis up to 10% of the employees in the bargaining unit will be subject to a random breath alcohol test.

3) That the names of employees in the bargaining unit will be provided to Firstlab who will draw names for the random tests.

4) That test specimens shall be collected on site or at the following site:

Gateway Medical Center
1303 N. Euclid
Anaheim, CA 92801

The Company reserves the right to change collection sites in the future and will endeavor to provide the Union as much notice as is practical.

5) That, employees who test positive for drugs and alcohol based on the thresholds in Section 33, 8 and 12 of the Craft Maintenance Council Agreement will be placed on a medical leave of absence and referred to the Employee Assistance Program.

6) That, no employee shall be discharged solely as the result of a positive drug or alcohol test pursuant to a random test provided he/she agrees to participate in an Employee Assistance Program (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 immediate discharge. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation through EAP on the same basis it is granted for other medical conditions.

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

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021

Ernesto Medrano
Chairman
Craft Maintenance Council

Date

7/16/21

Bill Pace
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Date

Section 31 – Work Stoppage and Lockout
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. & Craft Maintenance Council

This letter shall service to clarify the spirit and intent of the 2020-2021 labor negotiations where the parties agree to address concerns regarding specific language in Section 31 entitled Work Stoppage and Lockouts as it relates to the maintenance bargaining unit at the Disneyland Resort in the Craft Maintenance collective bargaining agreement. Specifically, the parties agree that Section 31 prohibits Bargaining unit employees employed by Walt Disney Company Parks and Resorts, U.S., Inc.'s Disneyland and Disney California Adventure from picketing or engaging in any disruptive activity at Disneyland, Disney California Adventure or any other Walt Disney Company Parks and Resorts, U.S., Inc., located in Anaheim, California during the term of this agreement. Section 31 of this agreement is expressly intended to promote harmonious relations between labor and management. The parties recognize the fundamental principle of labor/management relations is to maintain labor peace, as it serves the best interest of both parties. Furthermore, the unions incorporated in this agreement will endeavor to promote the spirit and intent of this letter with regard to any dispute that their respective Internationals or Affiliate unions may have with the Disneyland Resort. All parties to this agreement agree to be bound by and comply with the spirit and intent of this language.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021
Ernesto Medrano Date
Chairman
Craft Maintenance Council

7/14/21
Bill Pace Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

SECTION 32 – FOUR (4) DAY, TEN (10) HOUR/DAY WORKWEEK
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. & Craft Maintenance Council

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the Craft Maintenance Council ("Council"), collectively referred to as "the Parties."

During the course of the 2020-2021 negotiations the Company and Council tentatively agreed to new language contained in Section 32, A regarding four (4) day, ten (10) hour workweeks. To further clarify the language agreed upon, the Parties agree to the following:

- Upon notification from the Council President, the Parties agree to assemble a Joint Conference Board under Section 8 to discuss the impacts of four (4) day, ten (10) hour workweeks.
- The purpose of this meeting is for the Union to present to the Company a request to establish a four (4) day, ten (10) hour workweek schedule(s).
- The Parties agree that nothing contained in this MOU alters the Company's sole discretion to determine if four (4) day, ten (10) hour workweeks will be implemented, as outlined in Section 32, A.
- In the event the Company determines that a four (4) day, ten (10) hour work week needs to be permanently altered, discontinued, and/or otherwise changed in any way as determined by the Company, the Company will inform the appropriate Union Representative prior to implementing such change. Within three (3) days of notification to the Union, the Union can request to meet with the Company to discuss any effects.

Both Parties agree that this clarification of language tentatively agreed upon in the above referred section of the Agreement will not change the intent. This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021
Ernesto Medrano — Date
Chairman
Craft Maintenance Council

7/14/21
Bill Pace — Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Cast Member Parking
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. & Craft Maintenance Council

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the Craft Maintenance Council ("Council"), collectively referred to as "the Parties."

During the course of the 2020-2021 Craft Maintenance Agreement negotiations, the Company and Union agreed to the following as it pertains to parking availability for Cast Members who choose to drive their private vehicles to and from work.

The Parties agree and acknowledge that:

- The Company does not control, direct, or require that Cast Members commute to and from work by any particular mode or means, including by a privately - owned vehicle.
- The Company, for its Cast Member's convenience, has identified and made available free parking for Cast Members who choose to use a privately - owned vehicle to commute to and from work.
- In some circumstances, parking at designated cast parking lots may not be available due to operational needs.
- When a Cast Member's assigned parking lot is not available and the Company redirects to the Honda Center and/or Anaheim Stadium, in lieu of their assigned parking lot, a per diem allowance of $3.00 will be provided.
- This per diem will be applied and paid to Cast Members consistent with the Company's normal payroll practices.
- The Company is choosing as part of the collective bargaining process to compensate specific Cast Members for the inconvenience of remote parking, and for no other reason.

This Memorandum of Understanding will expire with the 2020 collective bargaining agreement or when the Company is no longer using parking at the Honda Center and/or Anaheim Stadium to accommodate those Cast Members who choose to drive a privately-owned vehicle to and from work. If the above accurately reflects our agreement, please signify by signing below.

7/14/2021

Ernesto Medrano
Chairman
Craft Maintenance Council

Date

7/14/21

Bill Pace
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Date

Sick Leave Call-Ins
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. & Craft Maintenance Council

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company") and the Craft Maintenance Council ("Union"). During the course of the 2020-2021 negotiations, the Company and Union agreed to the following as it pertains to attendance infractions and sick leave in accordance with California State Law.

1. The Company's obligation to provide Sick leave under State law to both Regular Full-Time and Casual Regular employees is outlined in Section 29 of the Collective Bargaining Agreement.

2. For Regular Full-Time Cast Members this includes what is currently referred to as four (4) "call dependent" days wherein the Cast Member does not accumulate attendance infraction(s).

3. Sick leave, including what is currently referred to as "call dependent" days will hereinafter be documented as follows:

    a. Regular Full-Time employees will continue to receive four (4) sick leave call-ins (currently referred to as "call dependent" days) per calendar year to care for a family member, dependent, self, or any other reason required under State law without receiving a documented infraction(s) on their attendance record when sick pay is utilized.

    b. Additionally, Casual Regular employees will now receive three (3) call-ins per calendar year to care for a family member, dependent, self, or any other reason required under State law without receiving documented infractions on their attendance record when sick pay is utilized.

4. The Company has sole discretion to change the term "call dependent" in the future to another term.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021

Ernesto Medrano — Date
Chairman
Craft Maintenance Council

7/14/21

Bill Pace — Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Maintenance Electrician Trainee Agreement
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. & IBEW Local 441

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the I.B.E.W. Local 441 ("Union"), collectively referred to as "the Parties."

Each of the parties hereto being desirous of establishing a procedure for the operation of a Maintenance Electrician Trainee Program, therefore it is agreed as follows:

1. Purpose

   The purpose of establishing a Trainee Program is to hire and develop personnel to perform the specialized task of Maintenance Electrician. It is recognized that some of the electrical systems at Disneyland are unique to Disneyland Resort and therefore require special skills. It is not intended to replace employees who are presently employed as Maintenance Electricians but rather to develop personnel with the basic skills and background to fill anticipated openings due to normal attrition and Company growth.

2. Selection of Trainees

   The Company shall be responsible for the recruitment of Applicants for the Trainee Program. The Company shall be responsible for the selection of applicants in conformity with their established selection procedures. Additionally, the Company shall notify the Union when a Trainee is to be employed pursuant to the provisions of this Agreement; the Company shall select all Applicants for employment in the Training Program.

3. Number of Trainees

   The ratio of Trainees shall not exceed one (1) to five (5) Journeymen employed on a shift, however this shall not preclude one (1) Trainee from employment on a shift when less than five (5) Journeymen are employed on such shift. Trainees will only be assigned work that they have been trained on and are qualified to perform.

4. Probationary Period

   Trainees shall be considered Probationary employees until they have completed the Training Program. The Company may remove a Trainee from the Program at any time during the first two training periods without recourse to the Grievance Procedure of the 2020 Craft Maintenance collective bargaining agreement. Any Trainee removed from the Program after he completes the first period shall be entitled to the Grievance Procedure.

5. Termination of Trainees

   In the event that the Company believes that a Trainee should be discharged for cause, the Company shall notify the Union in writing stating their reasons for such discharge.

EM BP

For purposes of this section the Grievance Procedure of the 2020 Craft Maintenance Agreement is hereby amended to provide that the time limits stated therein shall not begin until the Company has discussed the matter with the Union and the Trainee and rendered a written decision on both. The Company shall promptly notify the Union of the termination or discharge of any Trainee stating the reasons for such termination or discharge.

6. Seniority

   The Classification "Maintenance Electrician Trainee" shall not be included on the Seniority Roster for "Journeyman Maintenance Electrician" classification provided, however, that all Journeyman Maintenance Electricians employed by the Company as of the date of this Agreement shall be considered to be a more senior employee than any Trainee. At the time of conversion from Trainee to Journeyman, the employee's classification seniority date shall be the date the employee first entered the Maintenance Electrician Trainee Program (including prior completion of the MET program prior to this MOU), minus any time lost by the Trainee due to the lack of work.

   The order of layoff and Trainees shall be governed by the seniority principle. Trainees in the first training period shall be laid off first, then those in period two, then those in period three and so on through period eight.

7. Application of 2020 Craft Maintenance Labor Agreement.

   Except where modified by this Agreement, the terms and conditions of the 2020 Craft Maintenance Agreement shall apply to Maintenance Electrical Trainees.

8. Duration

   This Agreement shall continue in effect until the expiration of the 2020 Craft Maintenance Council Agreement, and from year to year thereafter concurrent with the Craft Maintenance collective bargaining agreement automatically renewing itself subject to the renewal of the Craft Maintenance collective bargaining agreement and further subject to the right of either party to terminate it on the anniversary of June 1, 2023, by giving written notice to the other party at least sixty (60) days preceding in the effective date of such termination.

9. Amendments

   This Agreement may be amended at any time subject to the approval of both parties. Either party desiring to change or amend this agreement shall notify the other in writing at least sixty (60) days prior to the effective date of change or amendment. The nature of the changes and amendments must be stated in such notice. The terms and conditions of this Agreement shall continue in full force and effect until the parties shall have agreed on any change or amendment. Any dispute arising over the interpretation of this Agreement shall be resolved by the parties to this Agreement.

10. Duration of Training

Training shall normally consist of four (4) periods of twelve (12) months each. Failure of any Trainee to qualify on assignments in any twelve-month period may, by determination of the Company, result in an extension of such time period.

11. Hourly Wage Rates for Trainees shall be:

First Twelve (12) months	60% of Journeyman Two (2) Year Rate
Second Twelve (12) months	70% of Journeyman Two (2) Year Rate
Third Twelve (12) months	80% of Journeyman Two (2) Year Rate
Fourth Twelve (12) months	90% of Journeyman Two (2) Year Rate
Expected Program Completion	
Fifth Twelve (12) months	100% of Journeyman Three(3) Year Rate
Sixth Twelve (12) months	100% of Journeyman Four (4) Year Rate
Start of Year Seven (7)	100% of Journeyman Five (5) Year Rate

In addition to the above basic wage rates, Trainees shall be entitled to all fringe benefits provided for Journeyman Electricians such as Pension, Health Insurance, Vacation, Holidays, Sick Leave or any other benefit that may hereafter be provided for Journeyman Electricians.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021

Ernesto Medrano — Date
Chairman
Craft Maintenance Council

7/14/21

Bill Pace — Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

John O'Neill, — Date
President
IBEW Local 441

Maintenance Machinist Trainee Agreement
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. & IAM District Lodge 947

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the I.A.M., District Lodge #947 ("Union"), collectively referred to as "the Parties."

Each of the parties hereto being desirous of establishing a procedure for the operation of a Maintenance Machinist Trainee Program, therefore it is agreed as follows:

1. Purpose

The purpose of establishing a Trainee Program is to hire and develop personnel to perform the specialized tasks of Maintenance Machinist. It is recognized that some of the mechanical systems at Disneyland Resort are unique to Disneyland Resort and therefore require specialized skills. It is not intended to replace employees who presently employed as Maintenance Machinists but rather to develop personnel with the basic skills and background to fill anticipated openings due to normal attrition and Company growth.

2. Selection of Trainees

The Company shall be responsible for the recruitment of Applicants for the Trainee Program. The Company shall be responsible for the selection of applicants in conformity with their established selection procedures. Additionally, the Company shall notify the Union when a Trainee is to be employed pursuant to the provisions of this Agreement; the Company shall select all Applicants for employment in the Training Program.

3. Number of Trainees

The ratio of Trainees shall not exceed one (1) to five (5) Journeymen employed on a shift, however this shall not preclude one (1) Trainee from employment on a shift when less than five (5) Journeymen are employed on such shift. Trainees will only be assigned work that they have been trained on and are qualified to perform.

4. Probationary Period

Trainees shall be considered Probationary employees until they have completed the Training Program. The Company may remove a Trainee from the Program at any time during the first two training periods without recourse to the Grievance Procedure of the 2020 Craft Maintenance collective bargaining agreement. Any Trainee removed from the Program after he completes the first period shall be entitled to the Grievance Procedure.

5. Duration of Training

Training shall normally consist of eight periods of six months each. Failure of any Trainee to qualify on assignments in any six month period may, be determination of the Company, result in an extension of such time period.

6. Hourly Wage Rates for Trainees shall be:

First 6 months	60% of Journeyman Two (2) Year Rate
Second 6 months	65% of Journeyman Two (2) Year Rate
Third 6 months	70% of Journeyman Two (2) Year Rate
Fourth 6 months	75% of Journeyman Two (2) Year Rate
Fifth 6 months	80% of Journeyman Two (2) Year Rate
Sixth 6 months	85% of Journeyman Two (2) Year Rate
Seventh 6 months	90% of Journeyman Two (2) Year Rate
Eight 6 months	95% of Journeyman Two (2) Year Rate
Thereafter	100% of Journeyman Two (2) Year Rate

In addition to the above basic wage rates, Trainees shall be entitled to all fringe benefits provided for Journeyman Machinists such as Pension, Health Insurance, Vacation, Holidays, Sick Leave or any other benefit that may hereafter be provided for Journeyman Machinists.

7. Termination of Trainees

In the event that the Company believes that a Trainee should be discharged for cause, the Company shall notify the Union in writing stating their reasons for such discharge. For purposes of this section the Grievance Procedure of the 2020 Craft Maintenance Agreement is hereby amended to provide that the time limits stated therein shall not begin until the Company has discussed the matter with the Union and the Trainee and rendered a written decision to both. The Company shall promptly notify the Union of the termination or discharge of any Trainee stating the reasons for such termination or discharge.

8. Seniority

The Classification "Maintenance Machinist Trainee" shall not be included on the Seniority Roster for "Journeyman Maintenance Machinist" classification provided, however, that all Journeyman Maintenance Machinists employed by the Company as of the date of this Agreement shall be considered to be a more senior employee than any Trainee.

The order of layoff of Trainees shall be governed by the seniority principle. Trainees in the first training period shall be laid off first, then those in period two, then those in period three and so on through period eight.

Disneyland Resort Hotels
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S & Allied Trades District Council Local No. 36.

This memorandum of understanding ("MOU") shall be between Walt Disney Parks and Resorts U.S. Inc., ("Company"), and the Painters & Allied Trades District Council Local No. 36.

The Company and the Union agree to the following as it pertains to the use of Painters & Allied Trades District Council Local No. 36 on an as-needed basis as determined by the Company, at the Disneyland Resort Hotels.

In addition to the use of General or sub-contractors, the Company may utilize the services of Painters & Allied Trades District Council Local No. 36 employees and other job classifications, at the Disneyland Resort Hotels.

The Company and the Painters & Allied Trades District Council Local No. 36, have discussed the issues referenced above, have reached an understanding, and agree to the following:

1. The use of the Painters & Allied Trades District Council Local No. 36 employees at the Disneyland Resort Hotels does not in any way imply, grant, or extend jurisdiction to the Disneyland Resort Hotels.

2. The use of the Painters & Allied Trades District Council Local No. 36 employees at the Disneyland Resort Hotels shall be considered a non-precedent setting event and shall not be used by the Painters & Allied Trades District Council Local No. 36 in any future grievance; arbitration; or hearing of any kind, including outside agencies; relating to any issue which may arise concerning jurisdiction of the Painters & Allied Trades District Council Local No. 36 at the Disneyland Resort Hotels, either as a result of this MOU or in the future.

3. The use of the Painters & Allied Trades District Council Local No. 36 employees at the Disneyland Resort Hotels shall be on an as-needed basis as determined by the Company. Company will provide the Union with notification of assignment and duration of project within five (5) days of commencement of project.

4. The Painters & Allied Trades District Council Local No. 36 employees assigned to work at the Disneyland Resort Hotels shall be compensated under the terms and conditions of the 2020 Craft Maintenance Council Agreement.

Nothing in this agreement is intended to preclude the Company or Union from the rights given them under the current collective bargaining agreement.

9. Application of 2020 Craft Maintenance Labor Agreement

Except where modified by this Agreement, the terms and conditions of the 2020 Craft Maintenance Agreement shall apply to Maintenance Machinist Trainees.

10. Duration

This Agreement shall continue in effect until expiration of the 2020 Craft Maintenance Council Agreement, and from year to year thereafter concurrent with the Craft Maintenance collective bargaining agreement automatically renewing itself subject to the renewal of the Craft Maintenance collective bargaining agreement and further subject to the right of either party to terminate it on the anniversary of June 1, 2023, by giving written notice to the other party at least sixty (60) days preceding the effective date of such termination.

11. Amendments

This Agreement may be amended at any time subject to the approval of both parties. Either party desiring to change or amend this agreement shall notify the other in writing at least sixty (60) days prior to the effective date of such change or amendment. The nature of these changes and amendments must be stated in such notice. The terms and conditions of this Agreement shall continue in full force and effect until the parties shall have agreed on any change or amendment. Any dispute arising over the interpretation of this agreement shall be resolved by the parties to this Agreement.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021

Ernesto Medrano — Date
Chairman
Craft Maintenance Council

7/16/21

Bill Pace — Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Gabriel De Alba — Date
Business Agent
IAM District Lodge 947

This Memorandum of Understanding applies only to the use of Painters & Allied Trades District Council Local No. 36 on an as-needed basis determined by the Company, at the Disneyland Resort Hotels.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021

Ernesto Medrano Date
Chairman
Craft Maintenance Council

7/14/21

Bill Pace Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Ernesto Toscano Date
Business Agent
Painters & Allied Trades District Council
Local No. 36

Grand Californian Hotel
Memorandum of Understanding
2020-2021 Walt Disney Parks and Resorts U.S. Inc. &
Sheet Metal Workers International Association Local No. 105

This memorandum of understanding ("MOU") shall be between Walt Disney Parks and Resorts U.S Inc., ("Company"), and the Sheet Metal Workers International Association Local No. 105.

The Company and the Union agree to the following as it pertains to the use of the Sheet Metal Workers International Association Local No. 105 as determined by the Company, at the Grand Californian Hotel.

In addition to the use of General or sub-contractors, the Company may utilize the services of Sheet Metal Workers International Association Local No. 105 employees and other job classifications, at the Grand Californian Hotel.

The Company and the Sheet Metal Workers International Association Local No. 105, have discussed the issues referenced above, have reached an understanding, and agree to the following:

1. The use of the Sheet Metal Workers International Association Local No. 105 employees at the Grand Californian Hotel does not in any way imply, grant, or extend jurisdiction to the Grand Californian Hotel.

2. The use of the Sheet Metal Workers International Association Local No. 105 employees at the Grand Californian Hotel shall be considered a non-precedent setting event and shall not be used by the Sheet Metal Workers International Association Local No. 105 in any future grievance; arbitration; or hearing of any kind, including outside agencies; relating to any issue which may arise concerning jurisdiction of the Sheet Metal Workers International Association Local No. 105 at the Grand Californian Hotel, either as a result of this MOU or in the future.

3. The use of the Sheet Metal Workers International Association Local No. 105 employees at the Grand Californian Hotel shall be determined by the Company. Company will provide the Union with notification of assignment and duration of project within five (5) days of commencement of project.

4. The Sheet Metal Workers International Association Local No. 105 employees assigned to work at the Grand Californian Hotel shall be compensated under the terms of the 2020 Craft Maintenance Council Agreement.

Nothing in this agreement is intended to preclude the Company or the Union from the rights given them under the current collective bargaining agreement.

This Memorandum of Understanding applies only to the use of Sheet Metal Workers International Association Local No. 105 on an as-needed basis as determined by the Company, at the Grand Californian Hotel.

This Memorandum of Understanding expires at the end of the term of the 2020 Craft Maintenance Council Agreement.

7/16/2021

Ernesto Medrano Date
Chairman
Craft Maintenance Council

7/14/21

Bill Pace Date
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

Sam Hurtado Date
Business Agent
Sheet Metal Workers
International Association Local No. 105

July 10, 2000
As revised on 3/1/2005
Agreed to carry forward on **02/25/2021**

Mr. Jim Berkey, Chief Negotiator
Disneyland® Craft Maintenance Council
309 N. Rampart, Suite M
Orange, CA 92868

Mr. Jim Adams, Chairman
Disneyland® Craft Maintenance Council
1626 Beverly Blvd
Los Angeles, CA 90026-5784

Re: Disney's California Adventure/Downtown Disney

Addendum to 1998 Maintenance Agreement at Disneyland®

Dear Gentlemen:

As we have discussed, the Company is currently constructing and will be operating a new and separate entertainment facility, called Disney's California Adventure ("DCA"), on the property adjacent to Disneyland®. For the purposes of this Addendum, Disney's California Adventure shall be defined as the new "Theme Park," and Retail, Dining, and Entertainment Complex known as "Downtown Disney." Neither this Addendum, nor the Maintenance Agreement shall pertain to "Disney's Grand Californian Hotel", Disney's Paradise Pier Hotel, or the Disneyland Hotel. Additionally, this Addendum shall not pertain to any other Employer present in or around DCA, including other Employers in the Theme Park or Downtown Disney. To provide for the efficient staffing at DCA, and to promote stability and harmony between the Company and its employees represented by the Union, we have agreed to certain terms and conditions of employment regarding employees assigned to DCA who are working in the job classifications in Exhibit "A" in this Agreement.

This letter will summarize those terms and serve as an Addendum to the 1998 Maintenance Collective Bargaining Agreement at Disneyland® ("1998 Maintenance Agreement"), as modified in attached Exhibit "B", between Disneyland®, Division of the Walt Disney World Company ("Employer" or "Company"), and the Disneyland® Craft Maintenance Council, and the International Unions, and the Building and Construction Trades Council of Orange County AFL-CIO, and Signatory Local Unions or District Councils, whose names are subscribed hereto, (collectively referred to as the "Union") and who have through their duly authorized representatives executed this Addendum Agreement.

1. Recognition

Recognizing that many, if not most, of the craft maintenance council employees working at DCA have or will come from Disneyland® and are represented by the Union, the Employer, for itself alone and no other Employer, agrees to recognize the Union as the exclusive collective bargaining agent with respect to wage rates of pay, hours of employment, and specific terms and conditions of employment for its employees at DCA, and no other facility, who are working in the job classifications contained in Exhibit "A" to this Agreement.

2. Hiring of Employees

Although it is expected that the initial complement of employees at DCA will come from Disneyland®, the Union agrees that the Employer may staff DCA from any source, at the Employer's sole discretion, including the assignment of employees covered under the 1998 Maintenance Agreement at Disneyland® and successor Agreements, and with new hires.

With regard to the staffing of DCA with regular employees employed at Disneyland® under the terms and conditions of the 1998 Craft Maintenance Agreement the following procedure is established and agreed:

a) From the date this addendum is signed and prior to January 1, 2001, the Employer shall provide a method for current Disneyland® Maintenance employees to express an interest in working at DCA under the terms and conditions of Attached Exhibit "C".

b) Once employees have expressed an interest in assignment to DCA under the terms and conditions of attached Exhibit "C", the Employer shall determine if there are sufficient qualified employees available from this list to fill the permanent employment needs at DCA, and will select and assign qualified employees from this list to DCA prior to assigning any other Disneyland® Maintenance employee to work at DCA under the terms and conditions of attached Exhibit "C".

c) If insufficient qualified employees from the Employer's current Disneyland® workforce indicate interest in assignment to DCA under the terms and conditions of attached Exhibit "C", the Employer may then assign any qualified employee to DCA under the terms and conditions of Exhibit "C", with seniority being a consideration in such assignment but ultimate decision on assignment remaining with the Employer.

d) If it is necessary for the Employer to assign employees to DCA, under the terms and conditions of Exhibit "C", who have not expressed interest in such assignment, the Employer will utilize its best efforts at returning such employees to permanent assignment to Disneyland® under

the terms and conditions of the 1998 Craft Maintenance Agreement as soon as is practical, considering the Employer's need for the employee's services, and the availability of qualified replacements at DCA. The parties recognize that such employees may, following assignment to DCA, determine their desire to remain at DCA and, if so, the Employer will consider such request.

It is recognized that the procedure set forth above shall apply only to regular employees of the Employer employed under the 1998 Craft Maintenance Agreement prior to the signing of this addendum. Any employee hired or converted to regular status subsequent to the signing of this addendum may be assigned to work at DCA under the terms of the attached Exhibit "C" at the Employer's sole discretion. Furthermore, the Employer may assign to DCA, at any time, employees hired as regular employees at Disneyland® prior to the signing of this addendum for necessary periods of time under the terms and conditions of the 1998 Craft Maintenance Agreement at the Employer's sole discretion. It is further recognized that the Employer, in its sole discretion, may find it necessary to assign employees assigned to DCA under the terms and conditions of the attached Exhibit "C", to work as needed at Disneyland®, as well as at DCA. When this occurs they will continue to be covered by the terms and conditions of the attached Exhibit "C".

3. Non-Precedential Effect

The Union agrees that the Employer's recognition of the Union as the exclusive bargaining agent for the affected employees pursuant to Paragraph One (1), above, shall not constitute an express or implied agreement to recognize the Union by those mentioned immediately below in this paragraph, nor shall it have any precedential effect in determining any question regarding employee representation or non-representation, by the Union or any other Union, with respect to: (a) any other corporation, business or asset that is currently or subsequently purchased, acquired, developed, constructed, improved, operated, managed, owned, or otherwise run by the Employer and/or any parent, subsidiary, or related entity or corporation, or (b) any third party Contractor, Sub-Contractor, Vendor, or Concessionaire that employs employees at, in or around, DCA.

The Union agrees that this Addendum shall not be used or offered by the Union as evidence in any proceeding or hearing, including but not limited to grievance meetings, arbitration hearings, lawsuits, NLRB proceedings, trials, or other adjudicatory proceedings, to determine whether the Union, or any Union, will or should represent employees of (a) any business or asset, including DCA, that is purchased, acquired, developed, constructed, improved, operated, managed, owned, or otherwise run by the Employer and/or any parent, subsidiary, or related entity or corporation, or (b) any third party Contractor, Sub-Contractor, Vendor, or Concessionaire that has employees at DCA.

B.P.

E.M.

The Union further acknowledges and agrees that DCA is a separate and distinct theme park that shall not constitute an accretion within the meaning of the National Labor Relations Act to the existing unit represented by the Union at Disneyland®. The Union further agrees that it will not hereinafter contend, support, or otherwise take a position contrary to the above in any proceeding or hearing, including but not limited to grievance meetings, arbitrations, lawsuits, NLRB proceedings, or any other adjudicatory proceeding.

4. Collective Bargaining Agreement

The Union agrees that the terms set forth in and/or incorporated into the 1998 Maintenance Agreement at Disneyland®, as modified in attached Exhibit "B", shall apply and be enforceable with respect to covered employees hired or assigned to work at DCA, except as provided in Exhibit "C" to this Addendum.

5. Term

Except for Paragraph 3, which shall remain in effect unless terminated by written agreement of the parties, this Agreement shall be coterminous with the 1998 Disneyland® Maintenance Agreement and any extension thereto or successor Agreements.

6. Authority

By signing below, the parties, to this Addendum Agreement certify that they have full authority to enter into this Agreement on behalf of all parties listed below.

For the Company

Tom Fox
Director, Labor Relations
Disneyland® Resort

Date: 5/17/05

Matt Ouimet
President
Disneyland® Resort

Date:

For the Union

Jim Berkey, Chief Negotiator
Craft Maintenance Council

Date: 5/17/05

Jim Adams, Chairman
Craft Maintenance Council

Date: 5/17/05

BP

Attachment "A"
Specific Terms & Conditions at Disney California Adventure ("DCA")

As revised on 02/05/2021

The following terms and conditions of employment shall be applicable with respect to assignments to Disney California Adventure (DCA).

Section 2 Recognition

Section 2 of the 2005 Maintenance Agreement at Disneyland® shall have no force or effect and shall be replaced as follows:

A. The Employer, for itself alone and no other Employer, agrees to recognize the Union as the exclusive collective bargaining agent with respect to wages, rates of pay, hours of employment, and specific conditions of employment for the employees, employed by the Employer at Disney California Adventure, and no other facility, who are working in the job classifications contained therein.

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

1. Any corporation, business, or asset that is currently or subsequently owned, purchased, acquired, developed, constructed, improved, operated, managed, owned, or otherwise run by the Employer and any/or parent, subsidiary, or related entity or corporation, or

2. Any third party Vendor, Contractor or Concessionaire that employs employees at DCA, to recognize the Union. For purposes of this Agreement, other Disney entities such as Disney Quest, Club Disney, ESPN Stores, etc., shall be considered third party Vendor, Contractors or Concessionaires.

Section 12 Uniforms

Section 12 of the 2005 Maintenance Agreement at Disneyland®, is hereby modified as follows:

A.-B. (No Change)

C. 1. With respect to clothing furnished by the Company, employees may, at the discretion of the Company, be required to take their uniforms/costumes home with them at the end of their shift. Nothing herein shall be construed as requiring the Company to provide lockers for employee use.

C. 2. (No Change)

D.- G. (No Change)

Section 23 Subcontracting

The 2005 Maintenance Agreement at Disneyland® is hereby modified to reflect that the prohibitions pertaining to subcontracting set forth in Section 23 shall have no force or effect and shall be replaced as follows:

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

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

However, the final selection of the vendor shall be at the discretion of the Company.

b. Where the decision of the Company to outsource and/or subcontract work on a permanent basis, as outlined in paragraph B. 1 above, results in the layoff of Regular employees, the Company agrees to subcontract or outsource exclusively to "Union" contractors where the following guidelines are met:

1) That, the Company receives three (3) or more bids from "Union" contractors for the work in question; and

2) That, each "Union" contractor meets the minimum qualifications established by the Company to be considered a "qualified" bidder.

c. Where the guidelines outlined in paragraph B 1 b. above cannot be achieved, the Company may subcontract or outsource the work in question to any "qualified" bidder.

2. The process described in B 1 above shall apply only to work that is being permanently subcontracted or outsourced and not to any work that is being subcontracted or outsourced on a temporary or seasonal basis, as well as for special events or one time events. Examples of such subcontracting or outsourcing include but are not limited to, Special Events such as Circus Fantasy; Seasonal events or change outs; daily one time repair and maintenance of rides, attraction, grounds, or facilities; where the Company makes the decision to have a contractor supervise, execute, and provide the necessary skills and equipment to complete a job; and /or to supplement the Regular workforce on a temporary basis. For this type of work or operation, the Company shall have the unrestricted right to subcontract or outsource to the vendor of its choice.

In Witness Whereof, the parties hereto have set their hands this 17th Day of May, 2005.

For the Company

Tom Fox
Director, Labor Relations
Disneyland® Resort

For the Union

Jim Berkey, Chief Negotiator
Craft Maintenance Council

Jim Adams, Chairman
Craft Maintenance Council