COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOTION PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS LOCALS 504

FOR

PYROTECHNICAL EMPLOYEES

November 18, 2024 – January 16, 2029

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SECTION 1: RECOGNITION

1. The Employer hereby recognizes the International Alliance of the Theatrical Stage Employees, Local 504, AFL-CIO as the exclusive collective-bargaining representative for all employees now or hereafter employed in the bargaining unit certified by the National Labor Relations Board in Case No. 21-RC-326802:

    a. The Employer recognizes the Union, party to this Agreement, as a sole collective bargaining representative of all of the Employer's employees who are in the classifications of work listed in Schedule A, i.e., all Regular Full-Time, Casual Regular, and Casual Temporary pyrotechnical employees employed by the Employer at the Disneyland Resort located at 1313 Harbor Boulevard, Anaheim, California under the jurisdiction of the Union for regularly scheduled shows at Disneyland Park and Disney California Adventure Park, located at Anaheim, California.

    b. Excluded: All other employees, office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Labor Management Relations Act of 1947 as amended.

2. The Employer agrees to consider engaging the employees covered under this Agreement for off-site events or shows using pyrotechnics.

SECTION 2: UNION SECURITY

1. 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, will become and remain members in good standing of the Union within thirty-one (31) days of the effective date of this paragraph A or their date of employment, whichever is the later, as a condition of continued employment.

2. The Employer agrees to notify the Union on a monthly basis of all active Employees including any new Employees that have been hired.

3. Before commencing employment, all new Employees will be notified that the Employer is operating under a Union contract.

4. The Employer agrees to withhold weekly, the dues and initiation fees established by the Union from the pay of 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 Union will give to the Employer a written statement no later than January 31st each year, confirming the amount of dues or initiation fees to be withheld and agrees that the Employer will suffer no loss because of any withholding from Employee's pay pursuant to this Section. The Employer assumes no obligation, financial or otherwise, arising from deducting Union membership dues, including, without limitation, any initiation or reinstatement fee, arrears or dues as established by the Union. In the event that

the amount of dues or initiation fees changes, the Union will notify the Employer in writing of said change. The Employer will implement such changes as soon as practicable, but will not exceed one hundred eighty (180) days after the receipt of written notice.

5. In the event this Agreement expires, and no extension is agreed upon, the Employer's obligation to provide the dues/fees collection and remission services (hereafter referred to as the "Services") set out in Section 4 will terminate if the Union does not accept the Employer's offer of an extension which includes the following:

    a. Retroactive payment to Employees of any subsequently negotiated increases to base hourly wage rates and existing premiums during the term of the extension;

    b. Subsequently negotiated increases to base hourly wage rates and existing premiums will 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 and existing premiums shall be based on each Employee's hours paid (including overtime hours) between the original date of expiration of the Agreement and through the term of the extension (precise method of calculation subject to negotiation);

    d. The Employer's obligation to provide the dues/fees collection and Services will terminate only if it offers the Union an extension that includes all of the above provisions.

    In the event a successor agreement is ratified, the Employer is under no obligation to collect and/or remit retroactive dues/fees for the period of time that the Services were terminated.

6. The Union will advise the Employer, in writing, when any employee has failed to acquire or maintain Union membership as required by this Agreement. The Union agrees that if it gives notice of members that are not in good standing to the Employer within thirty (30) calendar days of any of the recognized holidays listed in Section 19 (Holidays), such members will have until fourteen (14) calendar days after the holiday to return to good standing before being removed from their scheduled shifts.

SECTION 3: NOTICES

All notices given under this Agreement shall be given by and to the Employer's authorized representatives on the one side and the Union's authorized representatives on the other side. The Employer and the Union shall each identify their authorized representatives to the other party in writing.

SECTION 4: ACCESS TO UNION REPRESENTATIVES

1. The Union may designate up to two (2) Representatives in writing to the Employer per Section 3 Notices. Said Representatives will be permitted to enter the Disneyland Resort to

ensure this Agreement is being complied with by both the Union and Employer, for the presentation and handling of concerns and grievances, and must comply with the Employer's security regulations.

2. Shop Stewards

    a. The Union may designate up to two (2) Regular status Employees to be a Shop Steward in writing to the Employer per Section 3 Notices. In addition, officers of the Union who are also employees will act as de facto shop stewards.

    b. Shop Stewards and Supervisors are responsible for promoting fair and harmonious relations between the Employer and Employees, and to attempt to settle minor disagreements with the department head, as indicated in Section 07 (Grievance Procedures).

    c. Shop Stewards are permitted to perform these duties but such duties will not interfere with their regular work. If it is necessary for a Shop Steward to engage in such duties during their shift, prior to leaving their assigned work responsibilities, they must notify their Supervisor as to their intent, where they can be reached, and the estimated time they will be gone. Shop Stewards must receive approval from their Supervisor prior to leaving their work assignment.

    d. Shop Stewards will be the only representative of the Union eligible to perform their union duties on Employer paid time during their scheduled shift.

3. An Employee may request that a Union Representative be present during an investigatory conference with supervision. If no Union Representative is available, the meeting will be postponed until a Union Representative can be present. The unavailability of a Union Representative will not unreasonably delay an investigatory conference. The Employee will be given a reasonable opportunity to meet with the Union.

4. The Employer will provide a (1) bulletin board to display the following notices: Union meetings, Union appointments, Union elections and official Union business. The Union agrees not to post material of a derogatory nature regarding the Employer or its personnel. It is agreed that no Union matter of any kind will be posted in and about the premises of the Disneyland Resort except on said board.

SECTION 5: PAYDAY

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

2. When the Employer has at least sixty (60) days advance notice of such changes listed in A. above, it will endeavor to provide the Union with sixty (60) days' notice of such implementation.

SECTION 6: 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 provisions of this Agreement is held or constituted to be void as being in contravention of any such laws, ruling 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 portions of this Agreement.

SECTION 7: GRIEVANCE PROCEDURE

Any grievance raised by the Union, the Employer, or an Employee covered by this Agreement with respect to the interpretation or application of this Agreement, or with respect to an alleged breach of any terms of the Agreement, will be handled in accordance with the procedure set forth in this Section. The parties may agree to extend or suspend the time limitations set forth in the Section.

STEP 1. Informal Discussion with Supervisor

1. Any Employee having a grievance will take it up for discussion with their immediate Supervisor in an attempt to settle the grievance.

2. When the grievance involves more than one (1) Employee it must be presented by the Union Representative alone for the Employees involved, unless presented outside of regular working hours or if the Supervisor gives prior approval for other Employees to attend. The Supervisor will not unreasonably withhold such approval.

3. In order to be deemed timely, the grievance must be discussed by the Employee or the Union with the Immediate Supervisor within ten (10) calendar days after its occurrence.

4. If the grievance is not resolved within five (5) calendar days following its submission to the Supervisor or Union Representative it may within the ten (10) calendar day period immediately following the original five (5) day period be submitted as a grievance to Step 2, or will be considered abandoned. The Moving Party will be responsible for scheduling this meeting, and the non-moving party will reasonably cooperate in that scheduling. For the purposes of this Section, “Moving Party” is defined as the party originating and advancing the grievance or complaint.

STEP 2. Meeting with Representatives

The designated representative(s) of the Union and the designated representative(s) of the Employer will jointly attempt to arrive at a satisfactory settlement of any grievance which is timely submitted to Step 2 in accordance with Step 1. The Moving Party will be responsible for scheduling this meeting and the non-moving party will reasonably cooperate in that scheduling. If a satisfactory settlement is not reached within ten (10) calendar days after presentation, the Union may elect to proceed to Step 3 of the Grievance Procedure.

STEP 3. International Union and Labor Relations

The designated representative of the International Union and the designated representative of the Employer will jointly attempt to arrive at a satisfactory settlement of any grievance submitted and not resolved in Step 2. If a satisfactory settlement is not reached within ten (10) calendar days after presentation, either party may elect to proceed to Step 4 of the Grievance Procedure.

STEP 4. Arbitration

1. If the grievance has been submitted but not resolved under Step 3, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted to an Arbitrator selected from the following Arbitrators:

   Kenneth Perea, Fred Horowitz, Andrea Dooley, Margaret Brogan, Jan Stiglitz, Ruth Glick, and John Kagel

   The parties have a maximum of fourteen (14) calendar days from the date of referral to Step 4 to strike from the list or mutually agree to an Arbitrator. In the event an Arbitrator cannot be mutually agreed upon, the Union will first strike one (1) name from the list and the Employer will then strike one (1) name, thus alternating until an arbitrator is identified.

2. The Arbitrator will render a decision within thirty (30) calendar days from the time the matter stands submitted. The Arbitrator will not have any authority, jurisdiction or power to alter, amend, change or modify, add to or subtract from any of the provisions of this Agreement. The Arbitrator will have the power and authority to award appropriate relief and to remedy any violations of this Agreement and to preclude any such further violations, but they will not have the power or authority to award punitive or exemplary damages. The award of the Arbitrator will be final and binding upon the Union, the Employee involved, and the Employer.

3. The Arbitrator's expenses and fees will be paid by the party against whom the Arbitrator makes a decision. Expenses and fees associated with the use of a Court Reporter, if used, will be borne by the Party requesting such services, unless otherwise mutually agreed to by the Parties. Unilateral withdrawal postponement, and cancellation expenses and fees will be borne by the party requesting the withdrawal, postponement or cancellation, unless otherwise agreed to by the Parties.

Expedited Arbitration

1. In the event both parties agree, the grievance may be submitted to an Expedited Arbitration procedure after following the preliminary steps as required by this Section.

2. The Union and Employer will appoint a single Arbitrator from the list of the seven (7) Arbitrators listed in Step 4, paragraph A, or may mutually agree to an Arbitrator who is able to conduct a hearing within 30 calendar days of the parties' request for their services.

3. The Arbitrator will fix the date and time of the hearing, to take place in Anaheim, notice of which will be given at least seventy-two (72) hours in advance. Such notice may be given orally or electronically.

4. There will be no stenographic record of the proceedings.

5. The hearing will be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties, including offers of proof, telephonic and/or video testimony, and admission of reliable evidence that may not satisfy technical rules of evidence. The Arbitrator may impose reasonable time limits for each party's presentation to facilitate expeditious completion of the hearing and decision. The Arbitrator will make an appropriate record of the proceedings. Normally, the hearing will be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing to be held within seven (7) calendar days.

6. There will be no post-hearing briefs.

7. The award will be rendered by the Arbitrator in writing at the conclusion of the hearing, and in no case will the award be rendered later than 24 hours following the conclusion of the hearing.

General Provisions

1. All grievances submitted by either party will be in writing. All grievances will clearly specify the issue, identify the parties and the section or sections of this Agreement alleged to be involved, and the relief sought.

2. 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/issue that gave rise to the immediate grievance.

3. Recording Devices: The Parties agree that no recording devices of any kind will be permitted to be utilized during the grievance procedure.

SECTION 8: DRUG AND ALCOHOL

1. Employees may not report to work or be at work while under the influence of legal or illegal forms of drugs or alcohol. 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 and/or legal forms of drugs as follows. In implementing this Drug and Alcohol Section, the Employer and the Union encourage Employees with a substance abuse problem to voluntarily come forward and seek medical treatment, as it is the goal of this procedure to offer Employees the opportunity to seek treatment for substance abuse in order that they may avoid the necessity of discipline by the Employer for illegal use/misuse of drugs and/or alcohol. Notwithstanding

this objective, the Employer retains the right to discipline Employees who violate this Section, consistent with the above stated goals. For purposes of this Agreement, the terms "drugs" or "drug tests" will include both drugs and alcohol, as appropriate. "Illegal drugs" includes prescription drugs being used without a valid prescription or outside the limits of the prescription.

a. This Section does not prohibit Employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medication's effect on their fitness for duty and ability to work safely; including their ability to remain alert, think clearly, and quickly respond in emergency situations; and they must promptly disclose any work restrictions to the Employer's Health Service Department.

b. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.

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

a. Drug tests for Employees may be required where there is an objective reasonable suspicion that an Employee has an in-system presence of drugs on the job.

b. Drug tests for Employees may be required as part of a post-mishap investigation in cases where the mishap resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed $5,000, so long as the individuals are directly linked to or indirectly involved with the mishap. Testing associated with a mishap will take place as soon as possible, under the circumstances.

c. In the event that any government agency duly concerned with the Disneyland Resort advises the Employer that Employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of Employment, the Employer will provide the Union as much notice as practical of any such requirement or proposed requirement. Such testing will be conducted in accordance with the procedures established by this Agreement and will not commence until the Union and the Employer have had a reasonable opportunity to discuss the impact of the government directive.

3. An Employee will not be tested under paragraph 2(a) above unless their 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 may include, but not 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 will be entitled to request the presence of a Union representative in pre-test meetings with management. For the purpose of this Section, any

Local 504 steward will be deemed to be "Union representation" in addition to representatives in Section 04 (Access to Union Representatives) paragraph B(l). If Union representation is not available, the testing will not be delayed. However, the Employer will inform the Employee that they will not be required to answer any investigative questions concerning the matter (except for those in the pre-test disclosure and consent forms) until a Union representative is present. The Union agrees that the procedures described in paragraph 3 and 4 will 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) will be compensated for any scheduled hours lost, at the appropriate wage rate. Hours lost under such circumstances will 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 will be accomplished at the laboratory facilities utilized by the Employer or on-site mobile testing operated by an independent drug testing agency. 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 will 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 will 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 Labor Relations Representative, will report test results to the Union Business Representative. 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 test 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 will be as follows:

DRUG	EMIT SCREEN CUT-OFF	DRUG CUT-OFF
Marijuana	100ng/ml	100ng/ml

With the exception of marijuana, the procedures for drug testing and the standard drug test thresholds for positive screen and GC/MS confirmation tests will be: the same as those published by the Department of Transportation (DOT), and may be modified whenever changed by the Department of Transportation as advances in technology or other considerations warrant identification of these substances at other concentrations.

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

9. Employees (including immediate salaried supervision) will be subject to random drug testing.

    a. On a calendar year basis up to fifty percent (50%) of the Employees will be subject to a random drug testing.

    b. On a calendar year basis up to ten percent (10%) of the Employees will be subject to a random breath alcohol testing.

    c. The names of the Employees will be provided to an independent drug testing agency who will draw names for the random tests.

       This independent drug testing agency will randomly select Employee names and provide them to the Employer at random times throughout the year. The Employer will test the selected Employees within three weeks of receiving such list of Employees from the testing agency, so long as the Employee is not on vacation, sick leave or other leave of absence. If the selected Employee has been reporting to work during that three week period and has not been tested, their name will be removed from testing for that selected test. The Employee will be notified the same day the testing will be conducted.

    d. In order to ensure maximum Employee privacy and confidence in the random drug-testing procedure, the Employer will make its best effort where practical and possible, to adhere to the following requirements in administering random drug tests:

       The Employer will use optimal efforts to maintain confidentiality in administering the testing process. To that end, the Employer will discreetly inform the Employee(s) on the day the test is conducted, and administer such testing in a way that is as private as possible.

    e. The Employer may administer testing at both on or off property testing collection locations. The Employer recognizes that it is imperative to maintain the highest hygiene for all facilities used and professional standards for all personnel

involved in administering drug tests. Consequently, the Employer will provide clean and sanitary locations where collections are taken.

The Employer reserves the right to change collection sites at any time in the future.

f. On a quarterly basis, the Employer will provide the Union a confidential report consisting of:

   i. A list of all Employees who had been selected, the date(s) the testing agency informed the Employer of the Employee's selection, and the date(s) they were tested.

   ii. Separately, and not associated to any particular Employee name, the total number of positive and negative test results during that time period.

g. Employees who test positive for drugs or alcohol based on the thresholds outlined above may be placed on a medical leave of absence (MLOA) and referred to the Employee Assistance Program (EAP), once they have agreed to the condition of future employment and entered the EAP program.

h. The first time the Employee tests positive under this random drug test program, they will not be discharged solely as the result of this first positive random drug or alcohol test provided they agree to participate in an EAP, the cost of which will be covered by the Employee's health insurance to the extent provided under the plan terms. Failure to take the random drug test or subsequently the failure to seek and receive EAP assistance and/or failure to abide by the terms and conditions of the prescribed EAP treatment program 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.

i. Any positive drug and/or alcohol result after successful completion of an EAP Program will be conclusive proof of just cause for termination.

10. The laboratory will preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the Union and follow-up re-testing at the request of the Union or the Employer. The laboratory will 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 re-test 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.

11. Initial tests and re-tests requested by the Employer will be paid by the Employer; costs of re--tests 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 will be reimbursed for cost of test procedures paid for by the Employee.

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

13. When required, alcohol testing will be conducted using breath samples although blood samples may be required under exceptional circumstances. Where Employees are required under this Section to submit blood samples for alcohol testing, the samples will be taken in an appropriate medical facility. 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 blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this Section, if a test reveals the presence of alcohol at a level of 0.04% or more by weight, it will be presumed that the Employee has violated this Section. If the test reveals the presence of alcohol in excess of 0.01% by weight, but less than 0.04%, it will not automatically be presumed that this Section has been violated. 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 Section. If a test reveals the presence of alcohol of less than 0.01% by weight, it will be presumed that the Employee is not under the influence of alcohol in violation of this policy.

14. Test results will be communicated by the laboratory to the Employer's medical officials or Labor Relations Representative. The Employer will 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 will not be released outside the Employer's Health Services Department unless required by administrative action initiated by the Employee or the Union. The Employee will be entitled to written notification of positive drug test results. Copies of such reports will be provided to the Union after authorization by the affected Employee.

15. When and if it becomes necessary to impose discipline, up to and including termination, 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.

16. Except to the extent the Employee(s) withholds consent as to particular documents personal to them, 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 Section, neither the Employer nor the Union waive any legal rights. The parties agree that this drug Section will not diminish the rights of individual Employees under state or federal law relating to drug testing.

17. The Employer recognizes that Employees have a right to privacy and that any adverse action taken against an Employee for off-duty conduct will take into account the Employee's right

to privacy, the impact of the Employee's conduct on their 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 their off-duty time with other legitimate job-related concerns in weighing the contractual propriety of disciplinary action.

18. Subsequent to the circumstances set forth in 2(a), 2(b), and 9 above, and 18 below, drug testing of Employees will also be permitted as a follow-up to rehabilitation or after disciplinary action has been imposed. Such follow-up drug testing (not to exceed one (1) time per quarter) will be allowed for a reasonable period of time after rehabilitation or disciplinary action has been imposed, not to exceed one (1) year.

19. Any Employee who voluntarily comes forward and/or admits to the use of drugs will not be subject to discipline, but will be referred to the Employer's Employee Assistance Program (EAP) for rehabilitation. Said Employee will be placed on a leave of absence (not to exceed the time limits as outlined in Section 13 (Leaves of Absence) until their rehabilitation program is completed or until they provide medical documentation that their presence on the job will not jeopardize their own health and safety, or the health and safety of others.

SECTION 9: 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 their immediate Supervisor, a Safety Representative, their Working Lead, their Shop Steward, or the Safety First Aid Department. 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 ensure safe working conditions.

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.

SECTION 10: JURY SERVICE

1. When an employee is notified to report for jury service that impacts their work schedule, the employee should promptly inform their Supervisor of the date and time of the requested service, provide the Jury Summons, and discuss any relevant scheduling issues.

Regular employees will be paid for their regularly scheduled shift, provided such time will not exceed eight (8) hours in any day or forty (40) hours in any payroll week.

Regular employees will be paid up to a maximum of twenty (20) days in any consecutive twelve (12) months when serving on a jury on what otherwise would be a work day.

2. Any Employee who is called for Jury Service and loses time from work, but is not accepted, released or their services are terminated, must report to their job promptly, provided that four (4) hours or more of work time remain on their regularly scheduled shift.

3. Any Employee who is working on either the second or the third shift at the time of receiving the Jury Service Summons will promptly notify their Supervisor. The Employee will then as soon as possible be temporarily rescheduled to work on the first shift for the duration of this period of Jury Service. When an Employee is notified that their Jury Service obligation has expired, they will promptly notify their Supervisor. At least ten (10) hours of non-work time will elapse between the previous and the new shift. The Employer will not reduce the hours scheduled due to receipt of the Jury Service Summons.

4. The Employer reserves the right not to excuse any eligible Employee for Jury Service when such Employee's services are needed by the Employer because qualified replacements are not available and the Employee's absence would result in a hardship to the Employer. In such instances, the Employer will petition the appropriate Court on behalf of the affected Employee. If the Employer's petition is rejected by the Court, the Employee will be released for Jury Service.

5. Any eligible Employee who is selected to serve on a trial that requires the Employee to be in Court Monday through Friday will, if the Employee so requests with three (3) days prior notice, be allowed to take either Saturday or Sunday as an authorized day off without pay. The selection of which day is allowed off will be determined by the Employer based upon the need for the Employee's services.

SECTION 11: SENIORITY

1. For all Employees, except Casual Temporary Employees, the principles of seniority will be observed in scheduling (including overtime and shift extensions), layoffs, and recalls where skill, ability, work record, qualifications, and work performance are relatively equal as determined by management. In addition to skill, ability, work qualifications and work performance, seniority will be considered for decisions regarding transfers, promotions, and training within the bargaining unit, but the final selection will be at management's sole discretion.

2. The Employer agrees to notify the Union of proposed deviations from the application of seniority principles.

3. Employees interested in providing their work preferences to the Employer (e.g. days off, work location, shift time, etc.), may make their interest known to the Employer in writing on an appropriate form provided by the Employer, or other approved method. However, such preferences are not a guarantee of a preferred Employee assignment, and the final determination as to Employee assignment will be made at the sole discretion of the Employer in conjunction with other applicable paragraphs of Seniority.

4. Group Classifications

    a. Regular Full-Time: Scheduled to work an average of thirty (30) hours per week.

    b. Casual Regular: 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.

    c. Casual Temporary: Hired primarily to augment the Regular workforce. The above defines classifications of work, but is not a guarantee of hours.

5. Casual Regular Considerations

    a. A Casual Regular Employee who accepts regular assignment to a Regular Full-Time position is deemed to have waived their current seniority date and to have accepted a new seniority date, which is the date of their most recent Regular assignment to Regular Full-Time status.

    b. Provided an opening exists, a Regular Full-Time Employee may request Casual Regular status effective with the date of change and will be assigned their seniority date last held as a Casual Regular Employee. If the Employee did not previously have a Casual Regular seniority date, the Employee's Regular Full-Time seniority date will be retained in the Casual Regular position.

    c. In the event the Employer, in its sole discretion and on a one-time basis, allows a Regular Full-Time Employee to change their status to a Casual Regular Employee and further allows the employee to return to Regular Full-Time status within 12 months of the conversion, the employee will be returned to their Regular Full-Time seniority date held at the time of their conversion.

SECTION 12: NEW CLASSIFICATIONS

1. If the Employer hereafter establishes any new or substantially changed job classification for any job within the jurisdiction of the Union under this Agreement, it will give five (5) working days' notice in writing per Section 03 Notices. If no objection to the changed job classification is presented to the Employer in accordance with the established timeline in Section 07 Grievance Procedure, the Employer will deem any subsequent objection to be abandoned.

2. Any dispute as to the proper classification and wage rate will be considered jointly by the Employer's Labor Relations Representative and the Union's Business Representative.

    a. If the matter is not resolved within ten (10) days after notice either party may proceed to Step 3 of Section 07 Grievance Procedures.

    b. If not resolved in Step 3, then, by mutual consent of both parties they may proceed to arbitration on the dispute in accordance with Step 4 of Section 07 Grievance Procedure.

3. Pending resolution of the problem by the Employer's and the Union's representatives, or by arbitration, the Employer may install the new or substantially changed classification at the rate it has proposed.

4. In the event of a new or substantially different classification or a higher rate is agreed upon by the Employer's and the Union's representatives or awarded after arbitration, it will be effective retroactively as of the date the classification.

SECTION 13: LEAVES OF ABSENCE

1. 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.

2. A Regular status employee who requests a leave of absence due to an occupational or non-occupational illness or injury, upon written certification by the employee's physician of the employee's ongoing condition, will be granted an extended leave of absence in units of up to thirty (30) days but not in excess of twelve (12) consecutive months.

3. Notwithstanding anything else contained in this Section, no Employee will be granted leaves of absence that total more than fifteen (15) months in any twenty-four (24) month period.

4. An Employee who has incurred an occupational or non-occupational illness or injury must provide supporting medical documentation to the Employer stating that they are cleared to return to work.

5. Any leave of absence taken under local, state, and/or federal law will apply to the maximum leave available.

SECTION 14: BARGAINING UNIT WORK

The Employer agrees to recognize the various craft jurisdictions of the Union, to include:

1. Pyro launch setup;

2. Firing of pyrotechnic shows;
3. Console adjustments at the direction or approval of management after the show has been designed and programmed into the console;
4. Building, adjusting, and/or routine maintenance of pyrotechnic-specific firing equipment and fixtures;
5. Provide product and equipment performance information for the Employer-approved show reporting system and State required post-display report(s);
6. Oversight of post-show pyrotechnic clean-up;
7. Restocking and organizing of product within in-park storage locations;
8. Any other work customarily performed by pyrotechnicians under this Agreement but will not be required to recognize any overlapping areas of work jurisdiction, unless modified herein.

SECTION 15: VACATION

Eligibility

1. Each Regular Full Time status employee who has completed the probationary period as a Regular Full Time employee is eligible to accrue credits toward vacation and will receive vacation in accordance with subsection II, below.

2. Casual Regular, Casual Temporary, and Probationary Employees as defined in Section 25 Probationary Period are not eligible to accrue vacation.

3. Continuous service, for the purpose of this Section, will not be broken by an authorized leave of absence not in excess of thirty (30) calendar days, provided the employee works for a period of thirty (30) calendar days following their return. Hours paid to employees while on a Leave of Absence will not contribute towards vacation accrual.

4. Maximum vacation allowance will be based upon the appropriate formula of hours paid as set forth in subsection II, below. Hours will be paid in compliance with local, state, and federal law.

5. Maximum Vacation Accrual

    a. All eligible Regular Full Time employees will accrue no more than one (1) time their annual vacation hours plus an additional forty (40) hours.

    b. 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 they are below their maximum. Vacation accrual is not retroactive to the beginning of the calendar year.

Vacation Accrual by Calendar Year

1. All eligible employees will receive vacation based upon the appropriate formula credited on all hours paid when active 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, will not accrue additional vacation time.

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

3. Accrual Formula

    a. Eligible Regular Full Time employees will 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.

    b. Eligible Regular Full Time employees will 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.

    c. Eligible Regular Full Time employees will accrue vacation benefits on the four (4) week vacation accrual formula beginning with the start of the 15th through the end of the 19th year of service based upon formula "C" below.

    d. Eligible Regular Full Time Employees will accrue vacation benefits on the five (5) week vacation accrual formula beginning with the start of the 20th year of service based upon formula "D" below.

Example:

Years of Service	Formula	Annual Vacation Max in Days	Annual Vacation Max in Hours	Vacation Accrual Cap
0-4	A	10 days (2 weeks)	80 hours	120 hours
5-14	B	15 days (3 weeks)	120 hours	160 hours
15-19	C	20 days (4 weeks)	160 hours	200 hours
20+	D	25 days (5 weeks)	200 hours	240 hours

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

HOURS PAID	PAID VACATION HOURS	EQUIVALENT DAYS OFF
1800	**80**	**10**
1620	**72**	**9**
1440	**64**	**8**
1260	**56**	**7**
1080	**48**	**6**

900	**40**	**5**
720	**32**	**4**
540	**24**	**3**
360	**16**	**2**
180	**8**	**1**

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

HOURS PAID	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 PAID	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 PAID	PAID VACATION HOURS	EQUIVALENT DAYS OFF
1800	**200**	**25**
1728	**192**	**24**
1656	**184**	**23**
1584	**176**	**22**
1521	**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**

4. Regular Full Time eligible employees upon termination of employment, will be paid a lump sum for all accrued vacation hours.

5. 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, subject to the Employer's determination of the need for the employee's services, the employee(s) with the greater seniority will be given preference. (Also applies to I.E.2., preceding). Vacations will be scheduled to commence on any day.

6. If an employee converts from Regular Full Time status, the Employer will pay out all existing accrued vacation leave hours at the time of conversion.

7. 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 vacation 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.

8. 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.

9. Upon the request of the Employee, accrued vacation hours as outlined herein may 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 vacation hours will 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 accrued vacation hours have been used up, whichever comes first.

SECTION 16: HEALTH AND WELFARE

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 hourly non-union employees at the Disneyland Resort. It is understood that all employees in this unit who participate in any group insurance do so on the same basis as hourly non-union employees generally and that, therefore, future changes in such plans which are applicable to hourly non-union employees generally will 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, changes in the Plan year, etc.; all subject to the condition that where the changes apply equally to hourly non-union employees generally, the Employer will not be obligated to bargain with the Union. Entitlement to group insurance benefits will be determined exclusively by the plan terms and not by arbitration under this Agreement.

2. Eligible employees will be defined as Regular Full-Time Employees regularly scheduled to work a minimum of thirty (30) hours per week. Coverage for eligible employees will become effective no later than the first day of the month following completion of ninety (90) days of continuous service as a Regular Full-Time employee. Nothing contained herein will limit the Employer's ability to adjust the waiting period to reflect changes to applicable laws.

3. This Section is meant to comply with State and Federal law as it is currently written. If State or Federal law regarding health and welfare benefits is amended (or a new such law is implemented) during the life of this Agreement, the Employer may implement any changes that are permitted or required under the new or amended law.

4. Should the Employer's obligation to provide health care coverage to Casual Regular and Casual Temporary employees who have been offered such coverage as part of the Employer's compliance with State or Federal law be modified or repealed, the Employer has the sole discretion to determine whether health care coverage will continue to such employees. The Union acknowledges that there will be no duplication of benefits under the Employer Plan or any other health or welfare benefit plan offered or paid for by the Employer.

5. Eligible Employees will have an option, on an annual basis, to determine the type of coverage they desire under the Employer Plan.

6. The Employer will monitor eligibility of Regular Full-Time employees for Disney Health & Welfare benefits. Employees who fail to meet the Regular Full-Time hours requirement will be converted to Casual Regular status and lose all Regular Full-Time benefits, including Health and Welfare coverage.

7. The Administrative Process for Monitoring Continued Eligibility of Regular Full Time Employees will be administered in accordance with the Full-Time Employees Health & Welfare Continued Eligibility Monitoring Memorandum of Understanding.

SECTION 17: RETIREMENT PLAN: HOURLY 401(K) PLAN

1. Eligible employees may contribute on a pre-tax basis or after-tax Roth 401(k) basis, or a combination of both, up to the maximum provided by the Plan and by Federal Law. The Employer will make a matching contribution equal to three-quarters (¾) of the first four percent (4%) of the employee contribution, for a maximum Employer contribution of three (3%) percent of straight time wages up to the IRS maximum.

2. The Employer matching funds may be invested in any of the investment options(s) available under the Disney 401(k) plan.

3. 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.

4. Employees eligible to begin to receive the matching contribution from the Employer, as outlined in (1) above, are defined as bargaining unit employees who have completed at least one year of service. All employees who have completed the required one (1) year of service will automatically be vested in the matching Employer contributions.

5. Employees hired on or after June 1, 2001, will not be eligible to join or participate in the Disney Associated Companies' Retirement Plan, or be eligible for Employer contributions into any Union Pension Plan or Trust.

6. 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 18: BEREAVEMENT LEAVE

1. The Employer provides eligible Regular Full Time and Casual Regular employees time off in connection with the death of a family member. An eligible employee bereaved by the death of a member of their immediate family may be granted time off with pay.

2. The deceased must be a spouse, eligible domestic partner, child, step-child, 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 Employer.

3. Employees needing bereavement leave should request approval from their manager and upon request, provide appropriate documentation.

4. Bereavement leave may be paid up to a maximum of five (5) work days for each applicable occasion. Payment is available only for scheduled work shifts which the employee misses and will be based on the employee's benefit time rate calculation. The relationship of the deceased and the location of the service, if available, must be noted on the request.

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

6. Employees who are on any leave of absence are not eligible for bereavement leave.

7. Should the death of an employee's eligible family member occur while an employee is on vacation, up to five (5) days of vacation may be replaced by bereavement leave, at the request of the employee. Requests for bereavement leave pay must be made within fourteen (14) days upon returning to work.

8. Employees must accurately and timely record/report any absences from work due to bereavement leave. Requests for bereavement leave pay must be made within fourteen (14) days of the employee's return to work. Any fraudulent use of bereavement leave may lead to disciplinary action up to and including termination.

SECTION 19: HOLIDAYS

General

1. Holidays will be recognized on the date designated by the Employer.

2. Regular Full Time and Casual Regular employees who have not yet completed their probationary period as of the Employer designated date of the recognized holiday are not eligible for holiday pay of any kind.

3. Employees on a leave of absence are not eligible for holiday pay.

4. Casual Temporary employees are not eligible for holiday pay.

Regular Full Time Employees

1. Regular Full Time Employee Paid Holidays

   Paid holidays for Regular Full Time employees who complete their probationary period, as outlined in Section 25 (Probationary Period) are:

Martin Luther King Jr's Day Presidents Day Memorial Day June 19 July 4	Labor Day Thanksgiving Day Day after Thanksgiving December 24 December 25 December 31

2. Regular Full Time Eligibility for Paid Holidays

    a. Each eligible Regular Full Time employee who works on a paid holiday and works their regularly scheduled shift immediately before and immediately following the holiday will receive eight (8) hours holiday pay at their straight time rate for all hours worked in their scheduled shift. An eligible employee who fails to return to work immediately following the 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 illness, injury or death in the immediate family, and provided that the employee returns to work within thirty (30) calendar days following the holiday.

    b. A holiday that falls on a Regular Full Time employee's normally scheduled workday, but is not worked due to the holiday, will be counted as time worked for purposes of computing overtime.

    c. An eligible Regular Full Time employee who is regularly scheduled to work on a recognized holiday and who does not work will not receive holiday pay, unless the employee has received authorization not to work that day or the absence was due to illness, injury or other reasons for which Employees must provide sick leave under local, state and/or federal law.

<u>Casual Regular Employees – Holiday Pay for Hours Worked</u>

1. Casual Regular employees who complete their probationary period, as outlined in Section 25 (Probationary Period), and who work on the following days will be paid at time and one-half their straight time rate for all hours worked during their regularly scheduled shift.

June 19
July 4
Thanksgiving Day
December 25
December 31

2. Casual regular employees with two (2) years of continuous service shall in addition to the above listed holidays receive the following: Presidents' Day, Labor Day, and Day after Thanksgiving.

3. Casual Regular Employees with five (5) years of continuous service shall in addition to the above listed holidays receive: Memorial Day, Martin Luther King Jr. Day, and Christmas Eve (December 24).

SECTION 20: SICK LEAVE AND PAID TIME OFF

Regular Full-Time Employees

1. Each Regular Full Time status Employee after completing ninety (90) days or more of continuous service, will be entitled to sick leave in accordance with the formula of hours paid as described within this Section. Said sick leave benefit may be used at any time after accrual without regard to the anniversary year. Continuous service for the purpose of this Section will not be broken by time absent on authorized medical leave, leave granted as an accommodation, pregnancy leave, any leave protected by law or by an authorized absence for other reasons not in excess of thirty (30) calendar days.

2. Sick leave will be accrued at a ratio of one (1) hour of sick leave accrued for every thirty (30) hours paid, up to a maximum accrual of eighty (80) hours per calendar year.

3. Unused sick leave may be accumulated up to a maximum of two hundred (200) paid hours.

4. Except as limited by Local, State, and/or Federal law, when an Employee reports an absence from work, including due to illness or injury, available sick leave will be paid at the Employee's statused rate for the number of hours in the Employee's regularly scheduled shift, except as set forth in paragraph G of this Section.

5. In the event an Employee incurs a non-occupational illness while at work and does not complete their shift, the Employer will apply accrued sick leave at the Employee's statused rate for the unworked balance of their regularly scheduled shift, except as limited by local, State or, Federal law.

6. Upon termination, a Regular Full Time Employee with unused sick leave credits will be paid all such credits at the Employee's statused rate.

7. Upon the request of the Employee, accrued sick leave will 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 will 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.

8. In the event an Employee drops from Regular Full-Time in status, the Employer will pay out all accrued unused sick leave credits at the time of conversion.

9. 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 one hundred twenty (120) hours twice yearly.

10. Regular Full Time Employees who have accrued a sick leave bank of ninety-six (96) hours or more, may take up to forty (40) sick leave hours per year as personal days off, upon approval by Employer.

11. An employee on a leave of absence will not accrue additional sick leave.

Casual Regular/Casual Temporary Employees

1. Sick leave will be provided to Casual Regular and Casual Temporary employees in accordance with local, State and/or Federal law.

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

3. Available sick leave may be used for absences due to illness, injury or other reasons for which Employers must provide sick leave under local, state and/or federal law.

4. An employee on a leave of absence will not accrue additional sick leave.

SECTION 21: LICENCES AND CONTINUING EDUCATION

1. Reimbursements

   If the employee presents a valid receipt within thirty (30) days of payment, the Employer will reimburse Employees for the initial cost, and/or annual renewal cost, for a Pyrotechnic Operator - Basic Commercial license, a Pyrotechnic Operator - Theatrical license, less any fines or penalties unrelated to the employee's employment with the Employer.

   The Employer will provide up to five (5) annual reimbursements of a Pyrotechnic Operator - Theatrical Trainee license during the totality of any individual employee's employment.

   If applicable, any other licenses and government security clearances necessary for Employees to perform the work covered by this Agreement will be reimbursed by the Employer upon approval and mutual agreement prior to the initiation, enrollment and attainment of said requirement.

2. Continuing Education

   The Employer recognizes the need for continuing education and training. The Employer will use its best efforts to create and/or modify an individual Employee's schedule to accommodate such continuing education and/or training.

SECTION 22: HOURS, SHIFTS, PREMIUMS, AND WAGES

Hours

1. Shifts will not be scheduled for less than four (4) hours in length.

2. A minimum scheduled work day will be four (4) hours paid for each day an employee reports to work as scheduled, unless the Employee requests, and the Employer grants, an early departure.

3. Lunch periods will be provided in accordance with applicable California Labor Code.

4. All time worked over eight (8) hours in any one (1) day or forty (40) hours in any one (1) workweek will be compensated for at the rate of one and one-half (1½) times the employee's regular rate, or such other applicable overtime rate in accordance with this Agreement.

Shifts

1. Shift Differentials:

    a. Any shift which begins at or after 7:00 p.m. and before 10:00 p.m. will be paid a shift differential of twenty-five cents (25¢) per hour in addition to the regular straight time rate.

    b. Any shift which begins at or after 10:00 p.m. and before 5:00 a.m. will be paid a shift differential of one dollar ($1.00) per hour in addition to the regular straight time rate.

    c. Overtime hours worked in conjunction with the shifts referenced above in B.1(a) and B.1(b) will be paid based on the applicable shift differential(s).

    d. In the event an employee's shift starting time is changed to start before their regular shift starting time, the Employee will continue to receive the same shift differential as they had been receiving on their regularly scheduled shift.

2. An early call which starts within the third shift time period shall entitle the employee to the third shift differential for all hours worked on that shift.

3. The Employer will endeavor to provide a minimum of ten (10) hours notice that the employee's services are needed on an early call.

4. The Employer will endeavor to provide a minimum of twelve (12) hours notice that the employee's shift is being canceled.

5. An employee's shift will start no sooner than 10 hours after their previous shift. Insofar as the next shift starts sooner than 10 hours after the previous shift, the Employer will pay the employee time and one half for all hours short of the 10 hour turnaround.

6. The Employer will endeavor to post employee work schedules electronically by the Sunday preceding the effective date of the new work schedule.

Premiums

1. General Lead: $2.00/hr., in addition to the individual Employee's base rate of pay.

   General Lead. At its sole discretion, the Employer will determine the requirements for and selection of General Lead. General Lead does not constitute a separate job classification. General Lead is defined as a lead person assigned the additional responsibility of directing a particular area. A General Lead notifies a supervisor on all matters pertaining to and affecting the work of the group where such action is deemed necessary to carry out properly the General Lead responsibilities. General Leads are not supervisors or managers, and have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

2. Working Lead: $2.00/hr., in addition to the individual employee's base rate of pay.

   Working Lead. At its sole discretion, the Employer will determine the requirements for and selection of Working Lead. Working Lead does not constitute a separate job classification. Working lead is defined as a lead person assigned the additional responsibility of directly leading other employees. A Working Lead notifies a supervisor on all matters pertaining to and affecting the work of the group where such action is deemed necessary to carry out properly the Working Lead responsibilities. Working Leads are not supervisors or managers, and have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

3. Trainer: $1.75/hr., in addition to the individual employee's base rate of pay.

   Trainer. At its sole discretion, the Employer will determine the requirements for and selection of Trainer. Trainer does not constitute a separate job classification. Employees assigned as Trainers, that are receiving a General Lead or Working Lead premium, will not also be eligible for the Trainer premium. Also, General Leads and Working Leads that are leading Trainers, will not receive the Trainer Premium in addition to the General Lead or Working Lead Premium.

4. Air Launch Operator. At its sole discretion, the Employer will determine the requirements for and selection of Air Launch Operator. Air Launch Operator does not constitute a separate job classification. Air Launch Operator responsibilities include but are not limited to being knowledgeable of the Air Launch System and associated firing systems for purposes of show preparation, operation, and troubleshooting.

   Air Launch Operator: $3.00/hr., in addition to the individual employee's base rate of pay.

5. Employees shall receive a General Lead or Working Lead premium only if they are assigned by the Employer to perform these duties. Nothing in this Agreement nor any past practice shall require the Employer to assign any minimum number of employees to perform General Lead or Working Lead duties. When there is a legitimate business need nothing shall preclude the Employer from performing the duties traditionally performed by a General Lead or Working Lead. Nothing herein is intended to displace bargaining unit employees.

6. The requirements for and selection or assignment of the above shift premiums shall be at the sole discretion of the Employer, subject to the provisions of this section. These shift premiums do not constitute a separate job classification.

Wage Rates

Classification	Effective **11/18/2024** Start	Year 2 Effective **1/16/2026** Start	Year 3 Effective **1/16/2027** Start	Year 4 Effective **1/16/2028** Start
Associate Pyrotechnician	$25.00	$25.94	$26.92	$28.00
Pyrotechnician	$33.50*	$34.76*	$36.07*	$37.52*
Senior Pyrotechnician	$36.50	$37.87	$39.30	$40.88

*Pyrotechnician employees hired or transferred on or after November 18, 2024 will be paid at 90% of the current base rate for their fifty-two (52) weeks of continuous employment and will not receive any additional wage increases during that time period. If the fifty-two (52) week period is interrupted by any Leave(s) of Absence, it will automatically extend that period by the same number of days as the Leave(s) of Absence. Upon completion of the fifty-two (52) week period, the employee will move to the above referenced current start rate.

Provide for a Wage Increase as follows:

Effective November 18, 2024:

- All current Regular and Casual Temporary employees will receive an individual increase of 4.0% to their base hourly wage rate as of November 17, 2024.

Effective January 16, 2026:

- All current Regular and Casual Temporary employees will receive an individual increase of 3.75% to their negotiated base hourly wage rate.

Effective January 16, 2027:

- All current Regular and Casual Temporary employees will receive an individual increase of 3.75% to their negotiated base hourly wage rate.

Effective January 16, 2028:

- All current Regular and Casual Temporary employees will receive an individual increase of 4.0% to their negotiated base hourly wage rate.

Ratification Payment

If the Agreement is ratified by November 18, 2024, Regular Full-Time employees hired on or before November 18, 2024, will receive a one-time payment of one thousand dollars ($1000). Casual Regular employees hired on or before November 18, 2024, will receive a one-time payment of five hundred dollars ($500).

Fantasmic! Board Operator Per Show Payment

Employees working the position of Fantasmic! Board Operator will receive a twenty-five dollar ($25.00) per show payment for each show worked, in addition to their hourly rate.

Conversion to Senior Pyrotechnician

Employees classified as a Pyrotechnician who receive their Theatrical License and become classified as a Senior Pyrotechnician, will receive either the start rate of the Senior Pyrotechnician or an increase of three dollars ($3.00) an hour to their current statused wage rate, whichever is greater.

SECTION 23: JOB CLASSIFICATIONS

1. The job classifications titles listed in this Section of the Agreement will define the general areas of responsibility for employees working in those classifications but will not limit the Employer from continuing to make more specific assignments of duties to those classifications.

2. At its sole discretion, the Employer will determine the requirements for hiring.

Associate Pyrotechnician

An Associate Pyrotechnician is not required to, but may hold licenses from the California State Fire Marshal. No more than ten (10) percent of the bargaining unit will consist of Associate Pyrotechnicians.

Pyrotechnician

A Pyrotechnician is a bargaining unit employee that holds a Basic Commercial Pyrotechnic License from the California State Fire Marshal.

Senior Pyrotechnician

A Senior Pyrotechnician is a bargaining unit employee that holds a Basic Commercial Pyrotechnic License and a Theatrical Pyrotechnic License from the California State Fire Marshal.

SECTION 24: MANAGEMENT RIGHTS

1. The Employer will have and expressly reserves at all times the sole right and responsibility to manage and direct the operations of the Employer, and in this connection the following rights are expressly reserved by the Employer in its sole discretion.

a. The operations of the business, including the direction of employees, work assignments and determining the number of classifications and employees required, will be the sole function of the Employer.

b. The ability to change, amend, modify, rescind, and/or terminate any or all employee privileges and perquisites (examples include: employee discounts, complimentary admission, Main Entrance pass, recognition awards, celebrations, etc.) on the same basis as other bargaining units at the Disneyland Resort, Anaheim California.

c. The right to establish standards of employment, to layoff, to hire and discharge employees for just cause, however no employee will be discharged or discriminated against because of Union membership or proper activity on behalf of the Union.

d. The Employer reserves and retains exclusively all of its normal and inherent rights with respect to subcontract work with reasonable notice to the Union.

e. To operate the business, including both establishing and making changes to the direction, promotion, transferring of employees, hours of operation, and establish and/or change work schedules and assignments.

f. To create, modify and enforce rules for the maintenance of discipline and personal appearance.

g. To determine the location and relocation of any Employer facilities.

h. To alter, suspend, or discontinue business operations in whole or part.

i. To amend and/or modify the Disneyland Resort Attendance Policy with no less than thirty (30) days' notice and an opportunity to meet and confer with the Union.

j. To implement safety and wellness initiatives and/or other programs contributing to the health and well-being of employees.

k. To institute technological changes, including but not limited to, work automation processes and otherwise to take such measures as the Employer may determine to be necessary to the orderly, efficient and economical operation of the business.

l. To continue, discontinue, and/or implement hiring and/or retention initiatives at the Employer's discretion.

m. To increase the start rate at any time during the life of the Agreement.

n. To hire an employee, based on skill, at a rate not to exceed the highest paid employee within the bargaining unit.

2. Additionally, any and all of the rights, powers or authority the Employer had prior to the signing of this Agreement, are retained by the Employer, except those rights specifically abridged or modified by this Agreement.

SECTION 25: PROBATIONARY PERIOD

All Regular Full-Time, Casual Regular, and Casual Temporary employees, who are first employed on or after the effective date of this Agreement, will be considered probationary employees for a period of one hundred twenty (120) days. The above referenced probationary period may be extended for thirty (30) days by notification of the Employer to the Union. Probationary employees shall be compensated in accordance with the terms of the Agreement. Probationary periods interrupted by leaves of absence(s) shall be extended by the same amount of days as such leaves of absences(s). Probationary employees will accumulate no rights for the future until they have successfully completed their probationary period and at such time all of their respective rights shall date back to their date of employment excepting that the provisions of any established grievance procedure shall not be available to probationary employees.

SECTION 26: WORK STOPPAGES AND LOCKOUTS

1. No Strike - No Lockout

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

2. 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.

3. Union’s Responsibility to Prevent Work Stoppage, Strike or Disruptive Activity

   The parties recognize the fundamental principle of labor/management relations is to maintain labor peace, as it serves the best interest of both parties, and this Section is expressly intended to promote harmonious relations between labor and management. The Union shall not encourage or condone a work stoppage, strike or disruptive activity. at the Disneyland Resort and shall undertake all possible steps to prevent or to terminate any strike, work stoppage, or disruptive activity. In the event that any work stoppage, strike or disruptive activity occurs, the Union shall publicly declare that such action is unauthorized and shall deliver to each of its members a notice to return to work. 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 the Disneyland Resort or at any other Disney property 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.

4. Disputes With Third Parties

Disputes between the Union and any third parties operating at the Disneyland Resort shall be so handled as to not interfere with the Employer's business or the business of any other third parties not a party to such disputes. No picketing or concerted action against any one or more of the third parties will be conducted at the Disneyland Resort or near or around the entrances or exits of Disneyland Resort. "Third Party" as used herein includes a licensee, lessee, contractor or subcontractor. In the event any other organization pickets at or near the Disneyland Resort, the Union agrees to take action to ensure that such a picket line does not affect the operations of the Employer or third parties who are not involved in this dispute.

5. Jurisdictional Disputes

All jurisdictional disputes affecting the Union signatory hereto, will not result in labor or operational disruptions at the Disneyland Resort.

SECTION 27: PAID EARLY DEPARTURE

Each employee will be relieved of all duties and released twenty (20) minutes prior to the end of their assigned shift and shall be paid to the end of their assigned shift, unless management reasonably determines that the needs of the business do not allow the employee to leave twenty (20) minutes early, in which case the employee will be given as much of the paid early departure time as reasonably possible. This paid early departure time is to compensate employees for all pre-shift or post-shift work-related activities which might occur.

SECTION 28: SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

The Union agrees to cooperate fully with the Employer to assist the Employer in meeting its obligations as imposed by the S.C.A.Q.M.D. (South Coast Air Quality Management District), and agrees to consider the implementation of suggested methods which would enable the Employer to meet such obligations.

SECTION 29: I.A.T.S.E. COOPERATION

Employees will be permitted to wear a single pin, mutually agreed upon by the Employer and Union, supporting I.A.T.S.E 504 in non-public areas of the Disneyland Resort. Employees must remove the pin for scheduled tours in such areas. No other pins or buttons may be worn or displayed unless approved by the Employer.

SECTION 30: DURATION

This Agreement is entered into on November 18, 2024, and will continue until January 16, 2029, and from year to year thereafter, subject to the right of either party to terminate or modify the same at any anniversary of October 1, following January 16, 2029, upon the giving of written notice of the proposed termination or modifications not later than sixty (60) days next preceding the expiration.

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

DISNEYLAND RESORT, A Division of Walt Disney Parks, and Resorts, U.S.

BY_____
Date

BY_____
Date

BY_____
Date

International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories, and Canada, and Local No. 504.

BY_____
Matthew D. Loeb Date
International President
International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artist and Allied Crafts of the United States, its territories, and Canada.

BY_____
Peter Marley Date
International Representative
IATSE, Local 504

BY_____
Brad Marlowe Date
Business Agent
IATSE, Local 504

Associate Pyrotechnician Wage Adjustment

Memorandum of Understanding
Walt Disney Parks & Resorts U.S. and
International Alliance of Theatrical & Stage Employees Local No 504 Pyrotechnicians

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists, and Allied Crafts Local 504 Pyrotechnician ("Union") collectively referred to as "the Parties."

During the course of the inaugural collective bargaining agreement negotiations, the Company and Union agreed to create an Associate Pyrotechnician classification as outlined in Section 30 Job Classifications. As a result, employees currently classified as a Pyrotechnician who do not hold a Basic Commercial Pyrotechnic License from the California State Fire Marshal will be reclassified to the Associate Pyrotechnician classification. In the interest of good labor-employer relations, the Parties agree that the employees listed below will be reclassified to the Associate Pyrotechnician classification but will continue to receive their current Pyrotechnician rate of pay of $30.68.

- Edgar Careaga (01737942)
- Matt Valdez (01665283)

Any named individual who hereafter transfers out of the bargaining unit, resigns, or separates will no longer receive their current Pyrotechnician rate of pay.

Theresa Holley Date	Brad Marlowe Date
Director, Labor Relations	Business Manager
Walt Disney Parks and Resorts	I.A.T.S.E. Local 504

Disneyland Associated Companies' Retirement Plan

Memorandum of Understanding
Walt Disney Parks & Resorts U.S. and
International Alliance of Theatrical & Stage Employees Local No 504 Pyrotechnicians

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists, and Allied Crafts Local 504 Pyrotechnician ("Union") collectively referred to as "the Parties."

During the 2024 negotiations for the inaugural I.A.T.S.E. Local 504 Pyrotechnicians contract, the Parties agreed regarding the Disneyland Associated Companies' Retirement Plan to the following: Eligible Employees hired prior to June 1, 2001, and currently participating prior to the December 15, 2017 date, will continue to remain eligible for participation in the Disneyland and Associated Companies' Retirement Plan according to the Plan eligibility and requirements. This group of eligible Employees are reflected in the list below:

Name	Personnel No.	Name	Personnel No.
Eric Corona	90006493	Casey Philippi	90009089
Baxter Cotton	90064078	Daniel Taylor	90017568
Denise Lennon	90006220	James Venneau	90007868

The above-listed employees will continue to be covered until such a time as the employee resigns, retires, transfers out of the bargaining unit, or otherwise terminates employment, or until such time as the Employer and Union agree otherwise.

_____

Theresa Holley Date
Director, Labor Relations
Walt Disney Parks and Resorts

_____

Brad Marlowe Date
Business Manager
I.A.T.S.E. Local 504