

CONTRACT

**WALT DISNEY WORLD
FEATURE ANIMATION FLORIDA**

AND

**MOTION PICTURE SCREEN CARTOONISTS AND AFFILIATED OPTICAL
ELECTRONIC AND GRAPHIC ARTS, LOCAL 843 I.A.T.S.E.**

Effective February 1997 Through October 2000

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ARTICLE 1.
PREAMBLE

THIS AGREEMENT entered into this 2nd day of February, 1997 by and between Walt Disney Feature Animation Florida Inc., hereinafter referred to as the "Company", and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada ("IATSE"), hereinafter referred to as the "Union".

ARTICLE 2.
PURPOSE

WHEREAS, it is of the mutual interest of the parties hereto that all work of the Company shall proceed efficiently, without interruption and with due consideration for the protection of labor standards, wages, and working conditions;

WHEREAS, employees have the right to organize and bargain through representatives of their own choice;

THEREFORE, the parties hereto have entered into this agreement to recognize the Union to establish fair wages, working conditions, and benefits and to put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto, to the end that the Company is assured complete continuity of operation and that labor-management peace is maintained and employees are guaranteed Union rights and protection as provided by this Agreement.

ARTICLE 3.
RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining representative for all employees who are in the classifications of work listed in Addendum "A" working on the production of animated motion pictures at the Company, excluding all other employees, including employees already represented, salaried employees, temporary employees, co-ops, office and clerical employees, employees on the payroll of any concessionaire or any other employer, supervisors and guards as defined by the Act.

ARTICLE 4.
SCOPE OF AGREEMENT

This Agreement shall cover and be applicable only to the production of animated motion pictures at Company except as follows:

a) this Agreement does not apply nor shall it at any time pertain to lessees or concessionaires who engage their own employees;

b) this Agreement does not apply to work performed at the Disney-MGM Studio and Studio Tour by employees of employers which have subcontracted work to the Company, regardless of

whether such work is of type covered by this Agreement when performed by employees of the Company;

c) this Agreement does not apply to temporary employees or co-op students;

d) this Agreement does not apply to work the Company elects to subcontract.

ARTICLE 5. **MANAGEMENT RIGHTS**

Except as expressly and clearly limited by the terms' of this Agreement, the Company reserves and retains exclusively all of its normal and inherent rights with respect to the management of the business. The rights reserved by management include, but are not limited to, its right to select and direct the number of employees assigned to any particular classification of work; to create and abolish job classifications; establish and change work schedules and assignments; to terminate or otherwise release employees from duty for lack of work or other just cause; to make and enforce rules for appearance, grooming and the maintenance of discipline; to discontinue conduct of its business or operations in whole or part; to subcontract any or all work to any individual firm or company; to institute technological changes without restriction or limitation; to take such measures as management may determine to be necessary to the orderly, efficient, and economical operation of the business. No rules, customs, or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of employees.

ARTICLE 6. **UNION ACTIVITY AND CHECK-OFF**

Section 1. Access of Union Representatives to Premises.

Representatives of the Union, designated in writing to the Company by the Union, shall be permitted to enter the non-public areas of WALT DISNEY WORLD for the purpose of determining that this Agreement is being complied with by the Company and for the presentation and handling of grievances. Such representatives, who shall not be more than a total of three (3) in number at any one time unless mutually agreed otherwise, shall comply with the access and security regulations of the Company, as furnished performance of employee work assignments.

Section 2. Shop Steward or Alternate.

The Union shall have the right to designate Shop Stewards in an amount mutually agreed upon by the parties. The Local Union shall, in writing, notify the Employee Relations office of the Company as to the identity of the designated Shop Steward(s). The Shop Steward 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 Company will not discriminate against the Shop Steward in the proper performance of his union duties provided that such duties do not interfere with his regular work or with the work of other employees.

Section 3. Check-off.

The Company agrees to withhold from the wages, on each payroll week, established weekly membership dues and initiation fees for each employee who signs and submits an authorization card. The Company shall forward such dues to the certified financial secretary or other properly designated official of the Union on or before the third week following the last week in the month in which the dues are deducted. The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employees pay. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been turned over to the certified financial secretary or other properly designated official of the Union.

Upon a signed request by employee, Company agrees to withhold from the wages, each payroll week, any voluntary contributions which employee may choose to make to the Motion Picture Screen Cartoonist, Local #843 401(k) plan.

ARTICLE 7.
NON-DISCRIMINATION

Section 1. Union Activities.

The Company and the Union agree that there shall be no discrimination against any employee due to Union activities or affiliation.

Section 2. Non-discrimination.

The Company and the Union agree that there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age, sexual orientation, national origin, religion, marital status, disability or on any basis prohibited by federal or state legislation. The parties further agree to support affirmative action efforts.

Section 3. Americans With Disabilities Act.

The Company and the Union acknowledge the reasonable accommodation commitment of the Americans with Disabilities Act and the protected status of qualifies applicant and employees with disabilities. Nothing in this Agreement shall be construed as intended to be a barrier to reasonable accommodation.

Section 4. Language Disclaimer.

For purposes of this Agreement, references to employees in the masculine gender shall be deemed to apply equally and without distinction to the female gender.

ARTICLE 8.
WORK STOPPAGES AND LOCKOUTS

Section 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 Company.

Section 2. Failure to Cross Picket Line ~ Violation of Agreement.

Failure of any employee covered by this Agreement to cross any picket line established at the WALT DISNEY WORLD Vacation Kingdom Complex is a violation of this Agreement.

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

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

Section 4. Disputes with Concessionaires.

Disputes between the Union a party hereto and any concessionaire operating in WALT DISNEY WORLD or the COMPANY shall be so handled as not to interfere with the Company's business or the business of any concessionaire not a party to such disputes. No picketing or concerted action against anyone or more of the concessionaires will be conducted at WALT DISNEY WORLD or the COMPANY. "Concessionaires" as used herein, includes a concessionaire and also a licensee, exhibitor, participant, sponsor, contractor, subcontractor, lessee, or outside producer. In the event any other organization pickets at or near WALT DISNEY WORLD or the COMPANY, the union signatory hereto agrees that such picket line, so far as it and the employees it represents are concerned, shall not affect the operation of the Company or concessionaires who are not involved in the dispute.

Section 5. Expedited Arbitration for Article 8.

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

a) The party invoking this procedure shall notify the Arbitrator, whom the parties agree shall be the permanent Arbitrator under this proceeding. The Arbitrator shall be selected on a rotating basis from the following list of permanent Arbitrators: Roger Abrams, Gary Vause, Joseph Weston, Stanley Sargeant, Charley Hall and John Remington. Notice to the Arbitrator shall be by the most expeditious means available, with a notice by telegram to the Business Manager of the Union.

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

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

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

e) Such Award may be enforced by any court of competent jurisdiction upon filing of this Agreement and all other relevant documents referred to hereinabove, in the following manner: Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5(d) of this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte. Such Agreement does not waive any party's rights to participate in a hearing for a final Order of Enforcement. The Court's Order or Orders enforcing the Arbitrator's Award shall be served on all parties by hand or registered mail upon issuance.

f) Any rights created by statute or law governing arbitration proceeding inconsistent with the above procedure, or which interferes with compliance thereof, are hereby waived by the parties to whom they accrue.

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

ARTICLE 9.
GRIEVANCE PROCEDURE

Section 1. Grievances Settled According to Procedure.

The parties to this Agreement agree that any grievances arising out of the interpretation or application of this Agreement, unless otherwise specifically provided herein, shall be settled promptly, in accordance with the following procedure:

Section 2. Definitions.

a) Grievance: A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application, or alleged violation of this Agreement.

b) Time Limits: The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days indicated at each step of the grievance procedure should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidenced by a waiver in writing signed by an authorized representative of the Company and the Union; otherwise, the grievance shall be regarded as withdrawn.

Section 3. Grievance Procedure.

Step 1. Any employee, believing that he has suffered a grievance, shall discuss the matter with the appropriate first-level representative of the Company.

In order to be deemed timely, a grievance must be presented by the employee within ten (10) workdays after its occurrence, or within ten (10) workdays after the employee has had a reasonable opportunity to become aware of the occurrence, whichever is later. The employee must indicate that his discussion is a grievance. Failure to observe the aforementioned time limitation shall be deemed as a waiver and the grievance will be regarded as abandoned.

An oral reply within five (5) workdays after submission of the grievance shall be given to the employee. If an oral reply is not provided within the time limits, the grievance may be appealed to the next Step of the grievance procedure.

Step 2. If the grievance shall not have been adjusted under Step 1, then within (5) workdays after the reply given under Step 1, or after the date upon which a reply should have been given under Step 1, the grievance shall be reduced to writing upon the accepted Grievance Form which shall set forth the relevant information concerning the grievance, including the facts on which the grievance is based, the date on which the grievance occurred, the remedy sought, and an identification of the section of the Agreement alleged to have been violated and shall be submitted to the employee's Division Head, who shall immediately forward copies to Employee Relations. The Division Head or his designated representative and the Union representative shall meet with five (5) workdays after invocation of Step 2 in an attempt to settle the grievance. It shall be

incumbent upon the Business Representative to request such a meeting. The Division Head or his designated representative shall provide the employee and the Union representative with a written reply with five (5) workdays after the parties have met. If the Division Head fails to give a written reply within the time limits provided, the grievance may be appealed to the next Step of the grievance procedure.

Step 3. If the grievance shall not have been adjusted under Step 2, then within five (5) workdays from the date of the Department Head's written decision or date when the decision should have been submitted by the Division Head, the grievance shall be presented in writing to the Employee Relations office. The Employee Relations representative and the employee's Union Business Representative shall meet within five (5) workdays in an attempt to resolve the grievance. The Employee Relations representative shall provide the employee and the Union Business representative with a written reply with five (5) workdays after the parties have met. If the Labor Relations representative fails to give a written reply within the time limit provided, the grievance may be appealed to the next Step of the procedure.

Step 4. If the grievance shall have been submitted but not adjusted under Step 3, either party may within five (5) workdays after receipt of the written decision request in writing that the grievance be submitted to an Arbitrator mutually agreed upon by the Company and the Union.

If within seven (7) workdays after such request the Company and the Union do not agree upon the selection of an Arbitrator, such Arbitrator shall be selected from a panel seven (7) Arbitrators furnished by the Federal Mediation and Conciliation Service. The rules of the Federal Mediation and Conciliation Service shall govern the selection of an Arbitrator and the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties with no further appeal, except for reasons of setting aside an Arbitrator's Award, as set forth in applicable Federal and Florida Statutes. The Arbitrator shall not have the authority to vary, add to, or alter the express language of this Agreement, nor to determine jurisdictional disputes. Any joint expense incidental to or arising out of the arbitration shall be borne equally by the Company and the appropriate Union. All Arbitrators shall have a Florida address for purposes of travel expenses.

Only one grievance shall be before a specific Arbitrator at one time. Either party, at their discretion, may refuse one list which has been presented by the Federal Mediation and Conciliation Service for a pending arbitration hearing.

ARTICLE 10.

DISCIPLINE, STANDARDS OF CONDUCT, AND DISCHARGE

Section 1. Standards of Conduct.

High standards of conduct are necessary to preserve the Company's public image and to insure a safe, harmonious, and productive working atmosphere. It is recognized that the Company may make and enforce rules related to the maintenance of a positive public image, and the employee shall demonstrate compliance with said standards. The Company shall administer the sections of this Article with due consideration for the employee. Such consideration shall include

length of service, work record, and seriousness of violation. The Company will make every effort to ensure the consistent application of the disciplinary section of this Agreement.

Section 2. Discipline.

Discipline must be for just cause. The employee has the right, upon request, to have the presence and advice of his Shop Steward before any disciplinary action or questioning for the purpose of such action is taken.

Section 3. Reprimands.

In administering progressive disciplinary action, the Company will make its determination based on the severity of the case. Oral and/or written reprimands may be issued as follows:

a) Oral Reprimands

An oral reprimand will be given for less serious violations and will indicate that a reprimand is being administered relative to a specific subject or subjects.

b) Written Reprimands

A written reprimand will be given when the employee has received an oral reprimand within the last twelve (12) months for the same or similar offense, or where the original offense is of a more serious nature but not serious enough to warrant immediate dismissal. Whenever the Company reduces a reprimand to writing, it shall be signed by the Supervisor who will present and discuss the reprimand with the employee. A copy will also be mailed to the Union. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been received by the employee. The written reprimand should briefly state the reasons for the reprimand, including dates of prior oral or written reprimands, if any.

Section 4. Discharge

a) An employee may be discharged for just cause which includes, but is not limited to, the following:

- 1) Insulting, arguing, being discourteous, or using profane language in the presence of a guest.
- 2) Fighting at WALT DISNEY WORLD or the COMPANY regardless of who provokes it, may result in automatic termination for both parties involved.
- 3) Falsification of records, such as medical forms, time cards, or employment applications.
- 4) Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agent during working hours or reporting for work under such conditions.

5) Conviction of, or plea of guilty to any morals charge, felony or misdemeanor other than minor traffic offenses; plea of no-contest or acceptance of a pre-trial diversion to any morals charge or felony.

6) Violation of operating rules and procedures which may result in damage to Company property or in bodily injury to fellow employees or guests.

7) Gambling, sleeping while on duty, or willful insubordination.

8) Dishonesty or misconduct that is detrimental to the Company.

9) Failure to return from a leave or vacation.

10) Excessive tardiness or absenteeism.

11) Violation of a specific term of an employee's employment contract.

12) Discrimination / Sexual Harassment

b) Any employee may be discharged for inability to perform in accordance with Company standards (which includes artistic competence, creativity, quality and quantity of work) subject to the following:

1) The employee will be counseled by the Company as to the unsatisfactory aspect of his performance and will be given a minimum of six (6) weeks to correct the problem. At this meeting, a Union Representative may be present.

2) At the conclusion of the correction period, the employee's performance will be reviewed and if progress satisfactory to the Company has not been made, the employee will be terminated.

3) If an employee is discharged pursuant to this Section (b), their termination is not subject to the grievance procedure and they will be provided with the following notice:

a) 2 weeks notice under 5 years

b) 3 weeks notice after 5 years

c) 4 weeks notice after 10 years

ARTICLE 11.
HOLIDAYS

Section 1. Holidays Observed.

There will be six (6) core holidays and three (3) personal holidays.

a) The core holidays are:

- 1) New Years Day
- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Christmas Day

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

Section 2. Eligibility.

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

b) If the employee's failure to work his/her regularly scheduled shift immediately before or following the holiday was due to personal illness, injury, or death in the immediate family and the employee satisfied the Company in this respect, he/she shall be eligible to receive holiday pay.

c) Employees on an authorized leave of absence of six (6) days or longer are not eligible for holiday pay.

d) Effective January I of each year of this Agreement, all employees with one or more years of continuous service will be credited with three (3) personal holidays. Employees with less than one (1) year of service, and employees who are hired or converted from a casual status to a full-time status after January 1, will be credited with one (1) personal holiday on each of the following posting dates: March 1, June 1, and September 1. An employee must be stasured as a full-time employee on the posting date to receive the personal holiday.

Section 3. Personal Holidays.

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

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

- a) must be taken within the calendar year;
- b) may not be carried over from year-to-year, or paid off at time of termination,
- c) do not affect the use of sick leave days for personal time off;
- d) will be considered as time worked for the computation of overtime;
- e) will not be paid in addition to other hours worked; and,
- f) may only be taken in one (1) full shift increment.

Section 4. Holiday Pay When Not Worked.

Each employee will receive eight (8) hours pay at the employee's regular straight-time rate for each such holiday not worked.

Section 5. Holiday Pay When Worked

Each regular full-time employee who works on a recognized holiday, and who works his scheduled shifts prior to and immediately following the holiday worked, shall receive eight (8) hours holiday pay plus his straight-time rate for all hours worked in his scheduled shift.

Section 6. Double-time Pay For Hours Over Eight Worked on Holiday.

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

Section 7. Holiday Pay Considered Time Worked For Computing Overtime.

Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime, unless the holiday falls on one of the employee's two regularly scheduled days off or when a holiday falls during a vacation period.

Section 8. Holiday Pay For Holiday During Vacation.

Should a holiday fall during the period of an employee's vacation, the employee shall be granted an extra days pay.

Section 9. Day Holiday is Observed.

Recognized holidays shall be observed on the date designated for observance by the Federal Government.

Section 10. No Holiday Pay For Employee Scheduled to Work Holiday and Who Does Not Work.

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

Section 11. Holiday Pay on Day Off When Worked.

If a holiday worked falls on one of the employees two regular days off, he shall receive eight (8) hours straight-time holiday pay, plus the rate he would have received if it had not been a holiday.

Section 12. Holiday Starts at 8:00 a.m. on Holiday.

For the purpose of computing pay for work on a holiday, the twenty-four (24) hour holiday period shall commence at 8:00 a.m. on the holiday and terminate at 8:00 a.m. the following day.

ARTICLE 12.
VACATION

Section 1. Eligibility, Full Time Employees:

a) Employees who have had one (1) year of continuous employment with the Company, shall be entitled to two (2) weeks paid vacation.

b) Employees who have been the Company any more than one (1) continuous year shall accumulate vacation at the rate of one (1) week for each six (6) months of employment.

c) Employees who have less than one (1) year of continuous employment with the Company whose services are terminated shall be paid any accrued vacation pay at the rate of four percent (4%) of straight time earning.

d) An employee's sixth (6th) and seventh (7th) working days occurring during vacation periods are excluded as days granted.

e) When any portion of the vacation period is less than full payroll week, by mutual agreement between the Company and the employee, the Company may grant leave of absence without pay for the remaining fractional portion of the payroll week.

f) The Company, at its election, may compute any payment of vacation pay on the employee's personal income tax earnings year, or the employee's anniversary year, or the studio's established fiscal vacation year.

g) Eligible employees shall be entitled to one hundred twenty (120) hours of vacation after five (5) years. Eligible employees are those who actually worked for Company for five (5) consecutive "eligible" years.

h) This vacation policy has been established to provide periods of rest and relaxation, not as deferred or extra compensation. Accordingly, if an employee accrues two years' worth of vacation time to which that employee is entitled, the amount of vacation thereafter accrued in any given month will be zero unless the executive responsible for the employees department and the Director of Production for Company approves a monthly accrual for a given month.

Section 2. Vacation Accrual Formula.

a) Two (2) Week Vacation Accrual Formula:

Straight-Time Hours Worked Calendar Year	Paid Vacation Hours Earned
1800	80
1620	72
1440	64
1260	56
1080	56
1080	40
900	40
720	32
540	24
360	16
180	8

Section 3. No Pay in Lieu of Time Off.

The Company may not grant, nor the employee request, pay in lieu of time off for vacation.

Section 4. Vacation Scheduling.

Due to the nature of the Company's operations and requirements for specified skills, vacations will be scheduled by the Company. Consideration will be given to time requested by the employee whenever possible. The employees with greater length of service will be given preference in the event of a conflict of dates affecting two (2) or more employees.

Section 5. Pay For Unused Vacation Hours At Termination Of Employment.

All full-time employees who accrued any vacation hours and who leave the Company's employ, shall receive payment for all unused vacation hours.

ARTICLE 13.
JURY DUTY AND BEREAVEMENT LEAVE PAY

Section 1. Jury Duty Pay For Full-Time Employees.

All full-time employees are eligible for jury duty pay.

a) The Company will pay an employee for his regularly scheduled shift while serving on jury duty, provided such time shall not exceed eight (8) hours in any day or forty (40) hours in any payroll week. Employees shall not be eligible to receive more than twenty (20) days of jury duty pay in any calendar year.

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

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

Section 2. Bereavement Leave Pay.

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

The deceased must have been a member of the immediate family such as spouse, child, mother, father, brother, sister, mother-in-law, or father-in-law. If a closer than normal relationship existed between the employee and a person other than those named, consideration will be given toward payment of the bereavement benefit.

Bereavement leave shall be paid up to a maximum of five (5) days. Payment is available only for scheduled work shifts which the individual misses due to travel time and attendance at the funeral, and will be based on the employee's current rate. The relationship of the deceased and the location of the funeral must be noted on the request for bereavement pay status.

An employee who is on an authorized leave of absence is not eligible for this benefit, except in the case of an employee who is on a leave of absence to care for a person covered above, that employee will be eligible for bereavement pay in the event of the death of that person.

ARTICLE 14. **PENSION AND WELFARE**

Section 1. Pension.

a) All employees will be eligible to participate in the Walt Disney World Co. and Associated Companies' Retirement Plan. During the term of this Agreement, the employee's portion of contribution to the Retirement Plan shall be seven (7) cents per hour for all hours worked, not to exceed forty (40) hours per week. Contributions will be for the second through and including the fifth year of participation. While this Agreement is in effect, the Company agrees to keep in effect its presently existing Walt Disney World Co. and Associated Companies Retirement Plan. The Plan is and shall continue to be qualified under the Employee Retirement Income Security Act of 1974, as amended, and shall otherwise conform to applicable laws. However, nothing contained herein shall constitute or be considered a waiver or forfeiture of any right, power, or discretion which the Company may have, notwithstanding such laws, rules, or regulations. The Company will pay the complete contribution for employees in the first year of participation and for all years after five (5) credited years of participation in the Plan. Vesting

requires five (5) credited years of service. Copies of the Walt Disney World Co. and Associated Companies' Retirement Plan will be furnished to the Union.

b) Retiree Health Benefits.

The Walt Disney World Co. and Associated Companies' Retirement Plan ("Retirement Plan") provides for health benefits for certain retired employees. Any employee with an original hire date after June 30, 1995, will not be eligible for Retiree Health Benefits. Any employee with a re-hire date after June 30, 1995 also will not be eligible for Retiree Health Benefits, except in very limited circumstances provided below.

Any employee hired prior to July 1, 1995, will be eligible for Retiree Health Benefits commencing at age 65, if he meets the Service Criterion and retires on or after age 55. The Service Criterion is 20 credited years of service and 30,000 credited hours of service earned under the Retirement Plan (or under the Disney Salaried Retirement Plan, Disneyland and Associated Companies' Retirement Plan, or Walt Disney Productions and Associated Companies' Retirement Plan). In order to be eligible for Retiree Health Benefits, an employee must also be at least age 55 and actually employed by the Company at the time he terminates his employment with eligibility for either early or normal retirement under the Plan. The age 55 requirement will not apply to an employee whose termination of employment occurs on account of death or who terminated employment on account of a disability, which entitles him to disability benefits under the Social Security Act. The Retiree Health Benefits provided will be those provided on the same basis as current active employees. Retiree Health Benefits will also be provided to the retiree's or deceased employee's eligible dependents in accordance with the health plan's rules.

An employee who is at least age 60 prior to July 1, 1995, and completes the Service Criterion thereafter, will receive his Retiree Health Benefits commencing at the later age of 62 or at the time he elects to take either early or normal retirement under the Retirement Plan. An Employee who met the Service Criterion prior to July 1, 1995, will also receive his Retiree Health Benefits commencing at the later age of 62 or at the time he elects to take either early or normal retirement under the Retirement Plan, provided that such an eligible employee who is under age 60 on July 1, 1995, must terminate employment with the Company before July 1, 1995. Any employee covered b) this paragraph who is rehired on or after on July 1, 1995, and prior to his 55th birthday, will not be entitled to Retiree Health Benefits pursuant to the provisions of this paragraph. Eligibility), if any, for the Retiree Health Benefits will be dependent upon fulfilling the requirements of the second paragraph of the Section, subject to the re-hire provisions of the following paragraph. Any employee covered by this paragraph who is re-hired on or after his 55th birthday will remain entitled to Retiree Health Benefits, under the provisions of this paragraph upon his subsequent retirement.

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

- a) The employee has complete the Service Criterion prior to his re-hire date; and,
 - b) The employee has reached his 55th birthday prior to or coincidental with his rehire date;
- or;
- c) The employee fulfilled all of the following conditions:
 - 1) The employee has only one re-hire date which occurs on or after July 1, 1995, and prior to his 55th birthday.
 - 2) The employee's period of termination of employment immediately prior to the re-hire date is less than 366 days.
 - 3) The employee's period of re-employment following his re-hire date is at least 365 consecutive days during which he is credited with at least 750 Hours of Service under the Retirement Plan.

For purposes of the above re-hire rules, an employee shall not be deemed to have a termination of employment and shall not be deemed to have a re-hire date that occurs on or after July 1, 1995, if the employee's termination of employment is on account of a disability defined in the Retirement Plan and the employee returns to employment upon recovery from the disability, or if the employee is laid-off and recalled within twelve (12) months of the layoff. In such cases and for the purposes of this Section, such employee shall be treated as if there was not interruption in the continuity of employment. However, a layoff in excess of twelve (12) months is deemed a termination of employment as of the first day of layoff.

Section 2. Group Insurance.

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

b) Notwithstanding (a) above, the following employee contribution rates shall be maintained with no increase for the duration of this Agreement. Employee contribution rates effective 1/1/2000 and thereafter shall be based upon the rates effective 1/1/99 and shall not be increased on a percentage basis greater than that of Medical CP1 plus 2%:

Effective 1/1/99

PLAN	EMPLOYEE	EMPLOYEE + 1	EMPLOYEE + 2
Med 90	\$10.17	\$25.52	\$40.90
Med 80	\$ 5.21	\$15.60	\$26.03
Med 75	\$ 0.00	\$ 0.00	\$ 0.00
HMO	\$ 1.39	\$ 4.18	\$ 6.96
POS	\$ 2.78	\$ 8.35	\$ 13.92

c) Eligible employees shall be defined as employees whose employment status is full-time. Eligible employees coverage shall become effective the first day of the month following completion of ninety (90) days continuous service.

Section 3. Sick Leave.

a) Full-time employees shall receive sick leave based on the number of straight-time hours worked from the date of hire to the end of the calendar year in which hired and for each succeeding calendar year thereafter. Sick leave earned in the first calendar year of service may not be used until nine (9) months of continuous service have elapsed from the date of hire and in no event prior to the beginning of the calendar year following the year in which employed.

b) The following formula shall apply for the accumulation of paid sick leave hours each calendar year:

Straight-time Hours Worked In Calendar Year	Earned Sick Leave Hours
1800	48
1500	40
1200	32
900	24
600	16
300	8

The maximum amount of sick leave that may be earned in one (1) calendar year is forty-eight (48) hours. Unused sick leave may be accumulated up to a maximum of 160 hours; any excess over this amount will be paid off annually. At the beginning of each calendar year, after an employee has completed the eligibility requirement, sick leave shall be made available for his use during that calendar year based on the above-noted hour formula in the prior calendar year. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested b) the employee. In order to be paid sick leave, the employee must file a request for payment on the appropriate form and submit the form to his supervisor. This must be done within three (3) days after the employee

returns to work. In the event that three (3) or more consecutive scheduled shifts of sick leave are applied for, the Company may request a written statement from a physician certifying as to the nature and length of employee's illness. However, the Company may require proof of illness in any case if desired and an employee not furnishing such proof will not be entitled to sick leave pay. Employees will not be entitled to sick leave during vacation or on days on which they are not scheduled to work. In the event the employee incurs a non-occupational illness while at work and is released from the completion of his scheduled shift by the Medical Department, the employee may apply for sick leave covering the unworked balance of that shift in amounts of one (1) hours. An employee who reports for work after the start of his scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his scheduled shift and the time the employee actually started to work.

c) Employees who involuntarily terminate and who do not fall in the categories of drunkenness, dishonesty, or illegal use or possession of controlled substances will be paid 100% of earned sick leave and one-half of accrued sick leave. Terminations for the three categories listed above will be paid 50% for all earned and none of the accrued.

ARTICLE 15.

JOB CLASSIFICATIONS AND WAGE RATES

Section 1. Schedule of Wage Rates.

The job classifications and rate of pay which shall prevail during the term of this Agreement are set forth and contained in Addendum "A" attached hereto and considered in all respects to be a part of this Agreement.

Section 2. Better Conditions.

a) Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Company better conditions and terms of employment than those herein provided. Provided also that the Company, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

b) No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered in any manner as precedent for granting better conditions and terms than those herein provided to any other individuals or job.

c) It is recognized that weekly employees in classifications covered by this Agreement who are exempt under the Fair Labor Standards Act of 1938, as amended, and whose rate is higher than one hundred ten percent (110%) of the applicable Journey rate may, at the Producer's option, be considered on an "On-Call" basis if mutually agreeable with the employee. An employee placed in such category shall not be subject to the provisions set forth in this Article for work performed on a regularly-scheduled workday as provided herein, and may be required to work additional hours as required during those days. If an employee shall be required to work a sixth (6th) day or seventh (7th) workday as defined in this Agreement, then he shall be paid one and one-half (1 1/2) times

one-fifth (1/5) of the minimum basic weekly rate provided herein for such employee's classification for each day so worked.

d) For any employee whose salary is in excess of one hundred and ten percent (110%) of the minimum scale required hereunder, any premium time payments required under this Agreement may be credited, to the extent legally permissible, to all overtime payments required under this Agreement.

Section 3. Overtime.

a) Management Responsibility.

It shall be the responsibility of Management to determine in each instance if overtime work is required, and, if so, how many employees will be required to perform the work.

Time and One-Half:

b) Five Day Work Week

1) Employees who work on either the first or second of their two (2) scheduled days off will be paid at the rate of time and one-half (1-1/2) their regular straight-time rate, provided such employees have worked five (5) work days in the work week if work is available to them.

2) Employees Who Work Over Eight (8) Consecutive Hours. The Company shall pay time and one-half (1-1/2) for all consecutive hours worked in excess of eight (8) hours.

c) Four Day Work Week.

1) Employees who work on either the first or second of their three (3) scheduled days off will be paid at the rate of time and one-half (1-1/2) their regular straight-time rate, provided such employees have worked four (4) days in the work week if work is available to them.

2) Employees who work on the third of their three (3) scheduled days off will be paid at the rate of double (2) time their regular straight-time rate, provided such employees have worked (4) work days in the work week if work is available to them.

3) Employees Who Work Over Ten (10) Consecutive Hours. The Company shall pay time and one-half (1 1/2) their regular straight-time rate for all consecutive hours worked in excess of ten (10) hours.

d) Over Forty Hours in Payroll Week. Employees shall be paid one and one-half (1- 1/2) times their regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one payroll week.

e) Double Time

1) Over Fourteen Consecutive Hours. The Company shall pay double the employee's stated rate for all hours worked in excess of fourteen (14) consecutive hours.

2) Seventh Consecutive Day Worked. The Company will pay double the employee's stated rate for all hours worked on the seventh (7th) consecutive day worked within the employee's workweek.

f) No Pyramiding of Premium Rates.

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

Section 4. Payday.

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

Section 5. Report Pay.

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

b) Employees who report for work and are put to work will be paid their full shift if they are sent home before the end of their regular shift.

c) No report pay will be due an employee if work is not available for him due to conditions beyond the control of the Company such as fire, flood, hurricane, or other Act of God, civil disturbances, picketing, and threats of harm.

Section 6. Callback Pay.

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

ARTICLE 16.
HOURS OF WORK

Section 1. Payroll Week.

A payroll week is a period of seven (7) days starting at 12:01 a.m. each Sunday and ending at 12:00 midnight on Saturday in the same week.

Section 2. Payroll Day.

A payroll day is a period of twenty-four (24) hours starting at 12:01 a.m. and ending at 12:00 midnight on the same day.

Section 3. Workday and Workweek.

The normal workday shall be an eight (8) hour day and the normal workweek shall be forty (40) hours. The Company reserves the right to schedule four (4) - ten (10) hour days. This shall constitute the normal workday and workweek, but is not a guarantee.

Section 4. Work Schedule.

The Company shall adhere to seniority in establishing work schedules unless required to deviate for reasons of dependability, skills, abilities, and experience of employees and/or for the orderly and uninterrupted operation of the Company.

Due to the seven (7) day coverage required, shifts may be fixed or rotated and the weekly work schedule may commence on other than Monday.

Section 5. Lunch Period.

A minimum time of one-half (1/2) hours to a maximum of one (1) hour unpaid lunch period will be assigned to each employee scheduled to work more than (6) hours. Such lunch period shall be taken as near as practicable to the mid-point of the scheduled shift.

Section 6. Rest Period.

The Company will make every effort to provide a fifteen (15) minute rest period for each four (4) hours of work. The Company may schedule such rest periods in accordance with operational requirements.

ARTICLE 17.
SENIORITY AND WORK STATUS

Section 1. Definition.

Seniority is defined as the period of continuous service with the Company since the last day of hire.

Section 2. Principles of Seniority.

The principles of seniority shall be observed as defined in this Agreement is selecting work schedules, vacation selection, promotion, as defined below, and layoff and recall as defined in Article 18 of the Agreement.

Section 3. Dispute of Seniority.

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

Section 4. Probationary Employees.

All new employees shall be considered probationary employees until they have worked one hundred eighty (180) calendar days. The Company reserves the right to terminate their employment for any reason, except those specified in Article 7 (Non-discrimination), until they have completed such probationary period.

a) When an employee, other than a temporary employee, completes one hundred eighty (180) calendar days from his most recent date of hire, he shall be credited with all continuous services retroactive to his most recent date of hire.

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

Section 5. Trainees.

In recognition of the need to attract talented individuals into the trade, the parties agree that the Company may establish a training program. Trainees will be added to and/or deleted from the program at the discretion of the Company. The normal period of enrollment in the program will be twelve (12) months. The Company, at its discretion, may status an employee in the appropriate classification prior to completion of the twelve (12) month training period or allow additional time to complete the program where extenuated circumstances exist. Dismissal from the program is not subject to the Grievance Procedure. There is no limitation on the work that may be performed by a Trainee.

Section 6. Temporary Employee and Co-op Students.

Temporary employees and co-op students may be used for expanded activity and to provide schedule coverage. An employee hired on such temporary basis shall not participate in Company benefits and the Company shall have full selectivity relative to layoff and recall. If converted to full-time status, the employee shall be given credit for previous service.

Section 7. Promotions.

a) In granting promotions, the Company retains the right to select the most qualified individual. This selection shall include, but not limited to, a consideration of the following factors:

- Skill and ability
- Artistic Competence
- Creativity
- Quality and Quantity of Work
- Dependability

b) Seniority shall be used as a prevailing factor if all other values are considered equal in the judgment of the Company.

c) In addition, the Company may utilize other objective methods to select the most qualified individuals for promotion, including peer review.

d) The principle of promotion from within the organization shall not prevent the Company from obtaining new talent.

ARTICLE 18.
LAYOFFS AND RECALLS

Section 1. Layoff According to Seniority In Job Classification.

Whenever it becomes necessary to reduce the working force in a given job classification, the employee(s) permanently assigned to that job classification with the least skill and ability will be laid off. Where, in the judgement of the Company, skills and ability are equal, seniority will prevail.

Section 2. Notice of Layoff.

Whenever possible, one week's advance notice of layoff will be given to an employee. It is further mutually agreed that no penalty shall accrue to the Company in the event of failure on the part of the Company to provide said one week's advance notice. The Company will furnish to the Union written notice of layoffs.

Section 3. Laid-off Employees Retain Seniority For 12 Months.

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

Section 4. Recalls In Accordance with Seniority in Job Classification.

Employees who have been laid off as a result of the curtailment of operations shall be recalled in accordance with their skill and ability in their full-time job classification. Where, in the judgement of the Company, skills and ability are equal, seniority will prevail.

Section 5. Recall Procedure.

Laid off employees shall be notified of recall by telephone five (5) workdays prior to the required start date. If the employee is not contacted by telephone, the Company will send a certified letter to the employee's address of record notifying him/her of recall and the required start date, which shall not be less than ten (10) workdays from the date the letter is mailed. A copy of any such letter shall be mailed to the Union.

Section 6. Correct Address and Telephone Number.

Failure of an employee to have a current address and telephone number on record in the Cast Record's & Benefits Department will relieve the Company of its responsibility of notification to the employee under any Article of this Agreement.

Section 7. Failure to Report From Layoff.

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

ARTICLE 19.
INTERCHANGEABILITY OF WORK ASSIGNMENT

Section 1. Interchangeability.

The Company may assign, reassign, or transfer an employee to another job classification during the workday or workweek.

Section 2. Assignment of Two or More Different Job Classifications.

The Company may assign an employee who is qualified to work two (2) or more different job classifications during a workday for any period of time. Whenever an employee is assigned or transferred to perform two (2) or more job classifications during the day, the employee will receive his classified rate or rate for the job to which he was transferred, whichever is higher, for all time worked in the higher classification when such time is one (1) continuous hour or more, and the work is being performed has production value.

Section 3. Training.

The Company, at its sole discretion, may assign an employee to another job classification for the purpose of training or experimentation. When such assignment is made, the employee will continue to receive his classified rate.

ARTICLE 20.
WORK BY SUPERVISORS

It is recognized that the duties of a supervisor are, as the designation implies, largely of a supervisory nature. The parties hereto recognize and acknowledge, however, that due to the creative nature of the work being performed, supervisors may perform work such as that performed by bargaining unit employees in the following circumstances:

- a) in the instruction and training of employees or supervisors;
- b) work of an experimental nature;
- c) testing materials and/or production;
- d) qualified bargaining unit employees not available.

ARTICLE 21.
SAFETY AND HEALTH

Section 1. Company Responsibility.

The Company will continue to make necessary provisions for the safety and health of its employees during the hours of their employment. The Company agrees that it will furnish and maintain sanitary toilet facilities and washrooms for all employees covered by this Agreement.

Section 2. Company - Employee Responsibility.

- All employees shall obey the Company's safety and health rules. Where the Company, for safety purposes, requires the use of protective clothing, shoes, or other safety devices, they will be furnished without cost to the employees. Repeated failure to wear protective clothing and/or follow safety rules may lead to disciplinary action.

Section 3. Company - Union Cooperation.

Representatives of the Company and the Union shall cooperate in the enforcement of all rules and practices to further safe and sanitary working conditions. The Company may hold safety meetings with required attendance as a means of improving safety and educating employees in safe practices. It is understood by the parties that it is the exclusive responsibility of the employer to insure compliance with all safety rules and regulations.

Section 4. Limited Duty.

The Company shall not be required to employ or retain in its employment and employee under a limited duty status but may give consideration, based on each individual's circumstances, to employees who apply for limited duty based upon a job-related injury or illness.

Section 5. Medical Examinations.

a) The Company and the Union acknowledge that the provisions of the Americans with Disabilities Act, as well as parallel state legislation, apply to employees working under this Agreement. In this regard, the Company and the Union commit to meet to resolve potential conflicts between the Americans with Disabilities Act and the Agreement.

b) Applicants for employment with the Company may be required to undertake a post-offer, conditional employment medical examination. Examinations will be conducted by a licensed physician designated and paid for by the Company.

c) Employees may be required by the Company to submit to a medical or psychological examination at the Company's expense in the following situations:

1) When the Company needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening his health or safety or that of others;

2) When the Company concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation;

3) When the Company concludes it must acquire medical advice to determine whether a local, state, or federal health or safety standard can be satisfied;

4) When the Company is obligated by law to access, monitor and/or maintain a record of an employee's health status.

d) Pursuant to Section 5(c) above, the Company reserves the right to require an employee to undergo an examination by a licensed physician designated by the Company at the Company's request. If the employee disagrees with the medical opinion of the Company designated physician, the employee may select, at his expense, a physician to conduct the Company-required medical examination. The results of that examination must be submitted to the Company-designated physician for concurrence. In the event the two physicians cannot agree, the Company and the employee shall select a third physician from a panel of three physicians supplied by the Company. The cost of the third physician will be paid by the Company.

e) Employees whom the Company determines are not able to perform the essential functions of a position, with or without reasonable accommodation, or who pose a direct threat that

cannot be reasonably accommodated will be considered to reassignment to vacant positions. The Company shall not be required to create "light duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee may be terminated or placed on an appropriate leave of absence.

f) Employees enrolled in the Limited Work Program shall continue to be covered by the provisions of the collective bargaining agreement.

g) An employee's rights to disability, workers' compensation benefits, pension, or other benefits shall exist independently of the Agreement. Moreover, entitlement to such other benefits shall be determined exclusively of the plan terms and laws governing those benefits and not by arbitration under this Agreement.

Section 6. Family and Medical Leave Act of 1993

The Company and the Union acknowledge that the provisions of the Family and Medical Leave Act of 1993 apply to the employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act. In this regard, the Company and the Union commit to meet to resolve potential conflicts between the Family and Medical Leave Act of 1993 and the Agreement.

ARTICLE 22. **LABOR / MANAGEMENT COMMUNICATION COMMITTEE**

The Company and the Union recognize the mutual benefit of joint meetings of representatives of both parties. Therefore, the Labor/Management Communication Committee is established to study, explore, discuss and make recommendations in areas of mutual concern that have been referred to the Committee, b) agreement of both parties or as so stipulated by this Agreement.

The first meeting of the Committee shall be held no later than 90 days after the execution of this Agreement, but thereafter the parties shall determine the need for subsequent meetings. Agenda items for the Committee meetings will be exchanged by the parties at least five (5) days prior to the meetings. However, it is understood and agreed that the Committee will not have the authority to receive and/or resolve grievances.

ARTICLE 23. **SEVERABILITY**

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

ARTICLE 24.
TERM OF AGREEMENT

Section 1. This Agreement and any amendment or supplement hereto shall be in full force and effect from February 2, 1997 through October 31, 2000 and from year to year thereafter, subject to the right of either party to terminate the same at the anniversary of February 1 following October 31, 2000 upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination. If agreement is not reached, both parties shall then be free to engage in a lawful strike or a lawful lockout, as the case may be, until agreement is reached.

Section 2. Either party shall have the right to open this Agreement for revision or amendment upon giving sixty (60) days written notice of intention to revise or amend prior to October 31, 2000. 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 setting forth in detail the revisions or amendments desired by it. Except by mutual agreement, negotiation on all such proposed amendments or revisions shall commence no later than October 7, 2000 providing the stops for revision or amendment have been timely instituted in accordance with this paragraph.

Section 3. 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 respects 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 the 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.

ARTICLE 25.
INTERPRETATION

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written.

For The Company:

[signed]
Marjorie Randolph
Vice President
Human Resources
Walt Disney Feature Animation

[signed]
Don Winton
Director Production
Walt Disney Feature Animation, Florida

For The Union:

[signed]
Brian Lawlor
Chairman
Negotiating Committee

[signed]
James Parris
President
Local 843

Local 843 I.A.T.S.E.
Wage Scales; February 2, 1997 -- October 31, 2000
 First Period Second Period Third Period
02/02/97 - 06/27/98 06/28/98 - 08/28/99 08/29/99-10/31/2000
Hourly Weekly Hourly Weekly Hourly Weekly

OFA-010	Animator*						
OFA-020	Background*						
OFA-025	Layout*						
OFA-200	Visual Designer Senior (Animation Services)						
	Model Designer*						
	Animation Story Person*						
	1st 6 months	26.807	1,072.28	27.611	1,104.44	28.439	1,137.56
	2nd 6 months	27.440	1,097.60	28.263	1,130.52	29.111	1,164.44
	Journey	28.505	1,140.20	29.360	1,174.40	30.241	1,209.64
OFA-015	Key Assistant Animator						
	Key Assistant Layout Artist						
		27.272	1,090.88	28.090	1,123.60	28.933	1,157.32
OFA-016	Assistant Animator						
OFA-021	Assistant Background						
OFA-027	Assistant Layout						
OFA-201	Visual Designer (Animation Services)						
	Assistant Model Designer						
	Assistant Story Person						
	1st 6 months	22.547	901.88	23.223	928.92	23.920	956.80
	2nd 6 months	23.132	925.28	23.826	953.04	24.540	981.60
	Journey	24.242	969.68	24.969	998.76	25.718	1,028.72
OFA-017	Breakdown						
	1st Year	20.570	822.80	21.187	847.48	21.823	872.92
	Journey	21.169	846.76	21.804	872.16	22.458	898.32
OFA-018	Inbetweener						
	1st 6 months	18.999	759.96	19.569	782.76	20.156	806.24
	2nd 6 months	19.580	783.20	20.167	806.68	20.772	830.88
	Journey	20.333	813.32	20.943	837.72	21.571	862.84
OFA-028	Apprentice Layout						
OFA-021	Apprentice Background						
	Apprentice Model Designer						
	Production Board						
	6 months	20.547	821.88	21.163	846.52	21.703	868.12
OFA-125	Blue Sketch						
	1st Year	20.135	805.40	20.739	829.56	21.361	854.44
	Journey	20.743	829.72	21.365	854.60	22.006	880.24
	Story Sketch						
	1st Year	25.107	1,004.28	25.860	1,034.40	26.636	1,065.44
	Journey	25.509	1,020.36	26.274	1,050.96	27.062	1,082.49
OFA-201	Visual Designer Associate (Animation Services)						
	Apprentice Animation Story Person and/or Apprentice Story Sketch						
	1st 6 months	20.603	824.12	21.221	848.84	21.858	874.32
	2nd 6 months	23.872	954.88	24.588	983.52	25.326	1,013.04
OFA-130	Animation Checker						
	1st 3 months	20.135	805.40	20.739	829.56	21.361	854.44
	Next 9 months	20.743	829.72	21.365	854.60	22.006	880.24
	Next 6 months	22.547	901.88	23.223	928.92	23.920	956.80
	Next 6 months	23.179	927.16	23.874	954.96	24.590	983.60
	Journey	24.242	969.68	24.969	998.76	25.718	1,028.72
OFA-206	Image Processing Senior (Animation Services)						
	1st Year	20.591	823.64	21.209	848.35	21.845	873.80
	2nd Year	22.863	914.52	23.549	941.96	24.255	970.21
	Journey	24.242	969.68	24.969	998.76	25.718	1,028.72
	INK AND PAINT						
	Assistant Supervisor (Ink and Paint, Xerox, Color Model or Paint Lab)						
	1st 6 months	20.652	826.08	21.272	850.88	21.910	876.40
	2nd 6 months	21.185	847.40	21.821	872.84	22.476	899.04
	Journey	21.932	877.28	22.590	903.60	23.268	930.72

Local 843 I.A.T.S.E.
Wage Scales; February 2, 1997 -- October 31, 2000
 First Period Second Period Third Period
02/02/97 - 06/27/98 06/28/98 - 08/28/99 08/29/99-10/31/2000
Hourly Weekly Hourly Weekly Hourly Weekly

	Inker					
	1st month	17.830	713.20	18.365	734.60	18.916 756.64
	Next 6 months	18.855	754.20	19.421	776.84	20.004 800.16
	Next 6 months	19.401	776.04	19.983	799.32	20.582 823.28
	Journey	20.117	804.68	20.721	828.84	21.343 853.72
	Ink Checker					
	1st month	20.446	817.84	21.059	842.36	21.691 867.64
	Journey	20.838	833.52	21.463	858.52	22.107 884.28
	Special Effects					
	1st year	20.446	817.84	21.059	842.36	21.891 875.64
	Journey	20.838	833.52	21.463	858.52	22.107 884.28
	Head Special Effects					
	One Rate	21.454	858.16	22.098	883.92	22.761 910.44
OFA-135	Color Modelist					
	1st 6 months	19.613	784.52	20.201	808.04	20.807 832.28
	2nd 6 months	20.163	806.52	20.768	830.72	21.391 855.64
	Journey	20.947	837.88	21.575	863.00	22.222 888.88
	Color Stylist					
	1st 3 months	20.135	805.40	20.739	829.56	21.361 854.44
	Next 9 months	20.743	829.72	21.365	854.60	22.006 880.24
	Next 6 months	22.547	901.88	23.223	928.92	23.920 956.80
	Next 6 months	23.179	927.16	23.874	954.96	24.590 983.60
	Journey	24.242	969.68	24.969	998.76	25.718 1,028.72
	Painter					
OFA-208	Image Processing Associate (Animation Services)					
	1st month	17.830	713.20	18.365	734.60	18.916 756.64
	next 6 months	18.574	742.96	19.131	765.24	19.705 788.20
	next 6 months	19.142	765.68	19.716	788.64	20.307 812.28
	Journey	19.963	798.52	20.562	822.48	21.179 847.16
	CHECKERS					
OFA-140	Production Final Checker / Mark-up					
OFA-207	Image Processor (Animation Services)					
	1st 6 months	19.509	780.36	20.094	803.76	20.697 827.88
	2nd 6 months	20.029	801.16	20.630	825.20	21.146 845.84
	Journey	20.838	833.52	21.463	858.52	22.107 884.28
	Head Final Checker					
	One Rate	21.454	858.16	22.098	883.92	22.761 910.44
	Paint Checker					
	1st 6 months	18.999	759.96	19.569	782.76	20.156 806.24
	2nd 6 months	19.580	783.20	20.167	806.68	20.772 830.88
	Journey	20.333	813.32	20.943	837.72	21.571 862.84
OFA-120	Scan Checker					
	1st 6 months	18.481	739.24	19.035	761.40	19.606 784.24
	2nd 6 months	19.018	760.72	19.589	783.56	20.177 807.08
	Journey	19.747	789.88	20.339	813.56	20.949 837.96
OFA-023	Trainee					
	1st 6 months	18.091	723.64	18.634	745.36	19.193 767.72
	2nd 6 months	19.005	760.20	19.575	783.00	20.162 806.48
	3rd 6 months	19.920	796.80	20.518	820.72	21.134 845.36
OFA-110	Camera Scene Planner					
OFA-115	Camera Operators					
OFA-205	Image Processing Specialist (Animation Services)					
	One Rate	29.759	1,190.36	30.652	1,226.08	31.572 1,262.88

Local 843 I.A.T.S.E.

Wage Scales; February 2, 1997 -- October 31, 2000

	First Period		Second Period		Third Period	
	02/02/97 - 06/27/98		06/28/98 - 08/28/99		08/29/99-10/31/2000	
	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Weekly</u>
OFA-111 Apprentice Camera Scene Planner						
OFA-116 Apprentice Camera Operator						
1st 6 months	21.409	856.36	22.051	882.04	22.713	908.52
2nd 6 months	23.523	940.92	24.229	969.16	24.956	998.24
3rd 6 months	25.587	1,023.48	26.355	1,054.20	27.146	1,085.84
4th 6 months	27.676	1,107.04	28.507	1,140.28	29.362	1,174.48
OFA-100 Editor						
OFA-210 Post Production Senior (Animation Services)						
One Rate	29.330	1,173.20	30.210	1,208.40	21.116	1,244.64
OFA-101 Assistant Editor						
OFA-211 Post Production Associate (Animation Services)						
One Rate	23.377	935.08	24.078	963.12	24.800	992.00
OFA-102 Apprentice Editor						
OFA-212 Post Production Apprentice (Animation Services)						
One Rate	21.429	857.16	22.072	882.88	22.734	909.36
OFA-105 Sound Reader						
One Rate	24.198	967.92	24.924	996.96	25.672	1,026.88



July 10, 1997

Brian Lawlor
Business Representative
I.A.T.S.E.
Local 843
5385 Conroy Rd., #200
Orlando, FL 32811

Re: Animation Agreement

Dear Brian,

The Company agrees that it will cooperate with the Union in exploring alternatives for employees in Local 843 to invest in pension plans other than the one presently provided.

Yours truly,

Marjorie Randolph
Vice President
Human Resources

MR/tr

ACCEPTED BY:

Brian Lawlor, Business Representative
IATSE Local 843



To: Feature Animation Crew Member

Date: 8/26/97

From: Mary-Kay Haseley

Ext.: 407/560-5745

Subject: **Workweek Change**

Effective August 25, 1997, the guidelines concerning your workweek will be changing. This is necessary in order to ensure consistency between the California and Florida studios, and to avoid confusion for those that travel frequently between the two studios. This does not mean that your schedule or timesheet will change. However, it does change the determination of overtime and double-time for sixth and seventh days worked within a given workweek.

A **payroll week** is defined as a period of seven (7) days starting at 12:01 a.m. each Sunday and ending at 12:00 midnight on Saturday of the same week. Currently, the **workweek** and **payroll week** are exactly the same. (Please note that the **payroll week** will not be changing; only the **workweek**.)

New Workweek

The new workweek will be defined as the period of seven (7) days starting at 12:01 a.m. each Monday and ending at 12:00 midnight on Sunday of the same week, thus making Monday, Day 1 and the following Saturday and Sunday, Days 6 and 7.

Payroll Week								
Day	7	1	2	3	4	5	6	7
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Date	2/23	2/24	2/25	2/26	2/27	2/28	3/1	3/2
Workweek								

Overtime

The following conditions require pay at one and one-half times the normal pay rate:

- All hours worked in excess of eight (8) hours in a day and forty (40) hours in any one workweek.
- All hours worked on the sixth (6th) consecutive day within the employee's workweek.

The following conditions require pay at two times the normal pay rate:

- All hours worked in excess of fourteen (14) consecutive hours within a work day.
- All hours worked on the seventh (7th) consecutive day within the employee's workweek.

Note: Sick and vacation hours do not count towards time worked when calculating overtime. However, holidays and personal holidays do count.

Examples

Payroll Week 1							Payroll Week 2						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat
W	W	W	W	W	W	W	W	W	W	W	W	W	W
Workweek 1							Workweek 2						

Payroll Week 1: Saturday is paid at time and one-half.
Payroll Week 2: Sunday is double-time because it is the 7th day worked of Workweek 1.

Examples

Payroll Week 1							Payroll Week 2						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat
W	W	W	W	W	W	W	W	W	W	W	W	W	W
Workweek 1							Workweek 2						

Payroll Week 1: No Overtime
Payroll Week 2: Sunday is paid at time and one-half because it is only the 6th day worked of Workweek 1.

Examples

Payroll Week 1							Payroll Week 2						
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat
W	W	W	W	W	W	W	W	W	W	W	W	W	W
Workweek 1							Workweek 2						

Payroll Week 1: No Overtime
Payroll Week 2: Sunday is paid at time and one-half because it is only the 6th day worked of Workweek 1.
Saturday is paid at time and one-half because it is only the 6th day worked of Workweek 2.

Note: An employee's schedule may be subject to change at management's discretion, thus commencing on some day other than Monday, and is dependent upon the needs of production.

Questions?

If you have any questions at all, please contact on the following:
Shirley Collier Milan x3031
Natasha Gapiński Training x5892
Jennifer Westmoreland Animation Services x3790

Thanks for your patience during this time of transition!