

**MASTER  
AGREEMENT**

Between

*Disneyland*

(as successor to Disneyland, Inc. and herein referred  
to as "Employer")

and the

**ORANGE COUNTY CENTRAL LABOR  
COUNCIL  
A.F.L. - C.I.O.**

and

**BUILDING AND CONSTRUCTION TRADES  
COUNCIL OF ORANGE COUNTY  
CALIFORNIA  
A.F.L. - C.I.O.**

on behalf of

**SIGNATORY LOCAL UNIONS AND  
DISTRICT COUNCILS  
A.F.L. - C.I.O.**

(hereinafter collectively referred to as the "Unions")

(as amended effective 7/1/61)



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## FOREWORD

This booklet has been prepared for your information at the instigation of the Building and Construction Trades Council of Orange County, A.F.L. - C.I.O., 1605 No. Harper St., Santa Ana, California. It contains the full text of what is commonly referred to as the "Master Agreement" and embodies all of the changes in wage rates and working conditions that were effective July 1, 1961. The terms and conditions shown herein will be in effect until June 30, 1963.



# AGREEMENT

Between

## *Disneyland*

(as successor to Disneyland, Inc. and herein referred to as "Employer")

and the

ORANGE COUNTY CENTRAL LABOR COUNCIL

A.F.L. - C.I.O.

and

BUILDING AND CONSTRUCTION TRADES COUNCIL  
OF ORANGE COUNTY

A.F.L. - C.I.O.

on behalf of

SIGNATORY LOCAL UNIONS AND DISTRICT  
COUNCILS

A.F.L. - C.I.O.

(hereinafter collectively referred to as the "Unions")

(as amended effective 7/1/61)

### **SECTION 1. Intent of the Parties**

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



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

## **SECTION 2. Recognition**

The Employer recognizes the Unions parties to this Agreement as the sole collective bargaining representative of all the Employer's employees at Disneyland, located at Anaheim, California, except salaried supervisory employees, office and administrative employees, nurses, and any other classifications of employees excluded under the Labor Management Relations Act of 1947, as amended.

## **SECTION 3. Union Security**

(a) The Employer agrees that all employees on the Employer's payroll as of the effective date of this Paragraph (a) (August 2, 1955) or who are subsequently employed by the Employer, shall become and remain members of the appropriate Union in good standing within thirty-one (31) days of the effective date of this Paragraph (a) or their date of employment, whichever is the later, as a condition of continued employment.

(b) When new or additional employees are required, the Employer shall notify the Union of the number and classification of such employees. The Union shall then have twenty-four (24) hours from receipt of such notification to nominate applicants for such job openings. The Employer may choose between the applicants nominated by the Union and any other applicants on the basis of their respective qualifications for the job to be filled. Applicants shall not be referred, selected or discriminated against because of membership, or non-membership, in the Union.

(c) The Employer agrees to notify the Union of new employees that have been hired at the time that such employees start to work. The Employer also agrees to notify the Union promptly when any employee leaves the employment of the Employer.

(d) All new employees shall be notified before commencing employment that the Employer is operating under a Union Contract.

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

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

## **SECTION 4. Notices**

The Employer agrees to recognize the various craft jurisdictions of work of the Unions parties hereto, but shall not be required to recognize any conflicting areas of work jurisdiction. All notices given under this agreement shall be given by and to the Employer on the one side and the Building and Construction Trades Council of Orange County, AFL-CIO, and Orange County Central Labor Council, AFL-CIO on the other.

## **SECTION 5. Disputes with Concessionaires**

Disputes between the Unions party hereto and any concessionaire operating in Disneyland shall be so handled as not to interfere with the Employer's business or the business of any other concessionaire not a party to such disputes. No picketing or concerted action against any one or more of the concessionaires will be conducted at Disneyland



or near or around the entrances or exits of Disneyland. "Concessionaire" as used herein includes a concessionaire and also a licensee, lessee, contractor or sub-contractor. In the event any other organization pickets at or near Disneyland, the Unions signatory hereto agree to use their best efforts to see that such picket line does not affect the operations of the Employer or concessionaires who are not involved in the dispute.

## **SECTION 6.**

### **Access to Union Representatives**

Representatives of the signatory Unions, designated in writing to the Employer by joint letter of the Orange County Central Labor Council, AFL-CIO, and the Building and Construction Trades Council of Orange County, AFL-CIO, shall be permitted to enter the Disneyland area to make proper investigation for the purpose of determining that this Agreement is being complied with by the Employer and for the presentation and handling of grievances. Such representatives, who shall not be more than three (3) in number for each Local Union, shall comply with the security regulations of the Employer.

## **SECTION 7. Grievance and Arbitration**

(a) There is hereby established a Joint Conference Board consisting of a Committee appointed by the Employer and a Committee appointed by the Union. Each Committee shall have equal vote and shall consist of a number not to exceed five (5) members each. Each Committee will appoint its own chairman. Not later than two weeks from the date of this Agreement, the parties will notify each other of the members and chairman of their respective committees.

(b) Meetings of the Joint Conference Board will be held at the request of either chairman made to the other chairman. Each chairman will be responsible for notifying members of his Committee of the time and place of the meeting. All matters of dispute between the parties shall be referred to the Joint Conference Board, as well as all matters of mutual concern to the satisfactory relations of the parties, whether a matter of dispute between them or not.

(c) The representative designated by the Unions shall present any grievance or dispute to the representative designated by the Em-

ployer. Such designations shall be made within two (2) weeks after the signing of this Agreement.

No grievance or dispute shall be raised by an employee after thirty (30) calendar days from the occurrence of such grievance. Should the employee have failed to raise such grievance or dispute within thirty (30) days after its occurrence the right of such employee with respect to grievance procedure shall be deemed to have been waived.

(d) If the grievance or dispute is not satisfactorily adjusted by those two representatives within three (3) working days after the grievance or dispute is first raised, either party may refer the matter to the Joint Conference Board by sending written notice of such desire to the chairman of the committee representing the party who desires to have the grievance referred to the Joint Conference Board. Such chairman shall immediately call for a meeting of the Joint Conference Board and the Joint Conference Board shall expeditiously meet and consider the grievance or dispute.

(e) If a resolution of the grievance or dispute is not reached within fifteen (15) days following the referral of the grievance to the Joint Conference Board, it may be submitted to arbitration at the option of either party, provided such party gives written notice of a desire to arbitrate the grievance within ten (10) days after such fifteen (15) day period.

(f) Grievances which are appealed to arbitration in accordance with the above procedures shall be arbitrated pursuant to the rules then existing of the American Arbitration Association. The Board of Arbitration shall consist of three (3) members, one (1) designated in writing by the Employer, one designated in writing by the Union, and the third an impartial member to be chosen by those two in accordance with the rules of the American Arbitration Association. Said Board of Arbitration shall expeditiously meet to consider and decide the grievance appealed to it and shall render its award in writing, if practical, within ten (10) days after the close of the hearing. The decision of the majority of the Board of Arbitration shall be final and binding.

(g) The Board of Arbitration shall have no authority to modify, add to, or take away any of the terms of this Agreement. Jurisdictional disputes shall not be subject to the grievances and arbitration procedures set forth in this section. It is agreed that only grievances involving the interpretation or application of this Agreement, or any



supplements or amendments thereto will be subject to arbitration under the procedure of this Section.

(h) All expenses and fees of the impartial member of the Board of Arbitration shall be borne equally by both parties.

(i) Grievances or disputes over discharges may be initiated and handled through the first two steps of the grievance procedure but not including arbitration. However, the Joint Conference Board has the obligation of settling such disputes or grievances and they are authorized to arbitrate such matters by agreement of both committees. The parties may by mutual agreement waive the first step of the grievance procedure on such matters.

## **SECTION 8. New Classifications**

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

(b) The operation of the business, including the direction of employees and determining the number of classifications and employees required, shall be the sole function of the Employer but shall not be used so as to defeat any provision of this Agreement. Except as is provided in Section 3 of this Agreement, the Employer's right to establish standards of employment and to hire and discharge employees for any cause which it may deem sufficient shall be unlimited by this Agreement, provided, however, that no employee shall be discharged or discriminated against because of Union membership or proper activity on behalf of the Union.

## **SECTION 9. Check-off**

The Employer agrees to withhold from the first pay of each month the dues and initiation fees of the appropriate Union for each employee who signs a written authorization for such deduction. The money so withheld will be paid over promptly to the Union's financial officer certified to the Employer in writing. The Unions will give the Employer a written statement of the amount of dues or initiation fees to be withheld and agree that the Employer will suffer no loss because of any withholding from employee's pay pursuant to this section.

## **SECTION 10. Probationary Period**

(a) All employees who are first employed thirty (30) days after the effective date of this Agreement (August 2, 1955), or later, will be considered probationary employees for a period of thirty (30) calendar days. Probationary employees shall be compensated in accordance with the terms of this Agreement. However, probationary employees will accrue no rights for the future until they have successfully completed their probationary period and at such time all their respective rights shall date back to their date of employment. Furthermore, neither the provisions of the grievance procedure nor Holiday benefits shall be available to probationary employees.

(b) In the event an employee, who has become a permanent employee, is laid off (not dismissed or voluntarily terminated) before he has completed the period required to be eligible for vacation and sick leave benefits, the record of his vacation and sick leave eligibility will be retained and added to any future hours of employment at Disneyland, provided that he is rehired within one (1) year from the date of his most recent termination.

(c) "Seasonal" employees, as defined hereinafter, will not be eligible for Holiday, Vacation, or sick leave benefits unless such seasonal employees should be transferred to the permanent employee group at the specific instigation of the Employer. When this occurs, the seasonal employee shall be credited with all continuous service beginning with the date of his most recent hire, for the application of benefits based upon length of service, except that Holiday benefits occurring during the period when an employee is classified as "seasonal" shall not be retroactive. Seasonal employees will receive pay rates in accordance with Schedule A of this Agreement.



(d) "Seasonal" employees shall be defined as those who are hired to accommodate a specific season of expanded activities at Disneyland, such as the summer season, the Christmas season, the Easter season, etc.

## SECTION 11. Vacations

(a) All permanent employees shall receive a vacation after completing one year of continuous service and after each year of continuous service thereafter.

(b) Continuous service for the purpose of this section shall not be broken by time absent on authorized sick leave or by an authorized leave of absence not in excess of thirty (30) days, provided the employee works for a period of thirty (30) days following such sick leave or leave of absence.

(c) Vacations are not cumulative and must be taken within one (1) year after an employee has become eligible for vacation.

(d) The Employer may not grant pay in lieu of time off for vacation except as hereinafter specified.

(e) Vacation allowances, which are limited to a maximum of ten (10) days (eighty (80) hours), (per employee's service year) will be based upon the formula of hours worked in the eligibility year as described hereinafter. Such vacation allowances will be paid at the straight time hourly rate that is in effect at the time the vacation is taken.

(f) The formula used for computing vacation allowances is as follows:

HOURS WORKED	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

(g) Permanent employees who have been continuously on the payroll for six (6) months or longer and who are terminated by the Employer will receive payment for their accrued vacation credits on the basis of hours worked during the six (6) months or longer in accordance with the foregoing formula.

(h) Permanent employees who have been continuously on the payroll for one (1) full year or longer will receive upon termination, payment for their accrued vacation credits on the basis of one (1) day (eight (8) hours) for each one hundred and eighty (180) hours worked for a maximum of ten (10) days (eighty (80) hours) per service year.

(i) Employees whose employment is terminated at any time because of dishonesty or drunkenness will not be credited with pro-rata vacation allowances.

(j) Vacations may, at the option of the employee, be scheduled for periods of either one or two weeks which may be taken at any time during the calendar year 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 or more employees, the employee(s) with the greater length of service will be given the preference.

Vacations shall be scheduled to commence at the expiration of the employee's individual work week as defined in Schedule A, Section I, Paragraph (d).

(k) The Employer may elect that some or all employees take their vacations at one time and during a period when Disneyland is closed. In the event the Employer does so, employees will be given vacations at the time of shutdown on a pro-rata basis of vacation accrued to that time and in accordance with the foregoing hours formula. This will include pro-rata vacations for permanent employees of less than six (6) months' continuous service.

## SECTION 12. Sick Leave

(a) Each permanent employee who has completed six (6) months or more of continuous service is entitled to sick leave in accordance with the formula of hours worked as described hereinafter. The maximum amount of sick leave that may be earned in one eligibility year is forty-eight (48) hours in units of eight (8) hour periods. Unused sick leave may be accumulated up to a maximum of two hundred (200)



work hours. No sick leave will be paid for less than the number of hours in the employee's regularly scheduled shift at the time the sick leave was taken, except as set forth in paragraph (d) of this section. Sick Leave may be used only for absences due to illnesses or injury, except that upon termination an employee with unused sick leave credits will be paid such credits at the rate of one-half his regular straight time rate.

"Continuous Service" for the purpose of this section shall be computed in the same manner as for vacations.

(b) The formula for computing sick leave is as follows:

#### FORMULA

After 350 hours, 8 hours sick leave  
After 700 hours, 16 hours sick leave  
After 1000 hours, 24 hours sick leave  
After 1350 hours, 32 hours sick leave  
After 1700 hours, 40 hours sick leave  
After 2000 hours, 48 hours sick leave

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

(d) In the event an employee incurs a non-occupational illness while at work and employee receives a written authorization from the Medical Department to not complete his shift, the employee may apply under the provisions of paragraph (c) of this Section for sick leave pay covering the unworked balance of his regularly scheduled shift, in units of one (1) hour.

### SECTION 13. Uniforms

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

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

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

### SECTION 14.

#### Wage Rates and Working Conditions

Attached hereto and marked as Schedule A are the classifications, wage rates, and special conditions which shall be supplements to this Agreement for the Unions signatory thereto. Additional Unions may become signatory to Schedule A of this Agreement by the execution of an agreement signed by such Unions, the Employer, The Orange County Central Labor Council, AFL-CIO, and the Building and Construction Trades Council, AFL-CIO, setting forth its wage rates and special conditions. Additional Local Unions and Councils may become a party to this Agreement without becoming a party to Schedule A by signing this Agreement with the consent of the Employer, the Orange County Central Labor Council, AFL-CIO, and the Building and Construction Trades Council of Orange County, AFL-CIO.

### SECTION 15. Health and Welfare

While this Agreement is in effect, the Employer agrees to keep in effect its presently existing Group Insurance Plan with the Prudential Insurance Company of America or such other substitute Group Insurance Plan as shall not be less favorable to the Employer's employees than said Prudential Insurance Company of America Insurance Plan.

### SECTION 16. Holidays

(a) New Year's Day, Washington's Birthday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day are recognized as holidays.



(b) Each employee other than seasonal and probationary employees (as defined in Section 10) and those scheduled to work only on week ends and holidays, will receive pay for his regular shift at the employee's straight time rate for each such holiday not worked, provided he works his regularly scheduled shift immediately following such holiday.

(c) Each employee, other than seasonal and probationary employees (as defined in Section 10) and those scheduled to work only on week ends and holidays, who works on a recognized holiday and who works the regularly scheduled shift immediately following the holiday worked, shall receive pay at double his regular straight time rate for all hours worked in his regularly scheduled shift.

Double time the employee's regular rate shall also be paid for hours worked in excess of eight (8) on a paid holiday, provided that the starting time of the overtime hours occurs within an eight (8) hour period following the ending time of the regularly scheduled shift.

(d) Pay for a holiday not worked shall not be considered as time worked for purposes of computing overtime.

(e) Should a holiday fall during the period of an employee's vacation, the employee shall be granted either an extra day of vacation or a day's pay at the option of the Employer. In either of these events no hours will be credited to the employee's vacation allowance for the following year.

(f) Recognized holidays falling on a Sunday shall be observed the following Monday, but not both days.

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

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

## **SECTION 17. Pay Day**

(a) Employees shall be paid weekly and their pay will not be delayed more than six (6) days from the end of each payroll week.

(b) The Company and the Unions agree to mutually resolve, in Joint Conference Board session, any problems growing out of the dis-

tribution of an employee's paycheck when the regular weekly Pay Day falls on an employee's day off or on a paid holiday. Problems regarding the availability of an employee's paycheck at time of starting his vacation will be resolved in similar manner.

## **SECTION 18. Report Pay**

### **(a) REGULAR REPORT PAY**

(1) Employees who report for work and who were not given prior notice not to report, and who are not put to work will be given two (2) hours pay. Each employee shall keep the Personnel Department informed of his current address and phone number.

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

### **(b) INCLEMENT WEATHER REPORT PAY**

(1) In the event the Employer, due to inclement weather, operates the rides with a sub-normal or skeleton employee force, such employees as had begun work and are sent home shall receive pay for a full shift.

(2) In the event the Employer, due to inclement weather ceases all ride operations, such employees as had begun work and are sent home shall receive pay for time worked with a minimum of four (4) hours.

## **SECTION 19. Leaves of Absence**

An 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 reason.

## **SECTION 20. Seniority**

(a) The principles of seniority shall be observed in transfers, lay-offs, recalls, and promotions. The parties hereto recognize that there may be certain deviations from these principles.



(b) The Management agrees in such instances to discuss deviations from the application of the seniority principles with the appropriate Union representative. It is further agreed that the seniority principle as herein outlined shall be by job classification and shall not apply where employees are being transferred and/or promoted from a bargaining unit classification to a non-bargaining unit classification.

(c) The Joint Conference Board will develop rules when necessary for the application of the seniority principle and any dispute on the application of the seniority principle shall be subject to the grievance procedure.

## SECTION 21. Qualifications

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

(b) This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement, or agreement not set forth herein; that any provision in the working rules of the Unions, with reference to the relations between the Employer and its employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such

reopening shall state the Sections or portions of this Agreement on rules or regulations which may hereinafter be adopted by the Unions shall have no application to the work hereunder.

## SECTION 22. 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 are held or constituted to be void as being in contravention of any such laws, rulings, or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

## SECTION 23. Waiver

The Unions agree that in the event of any violation of Section 1 or Section 5 of this Agreement by any signatory Union they will in good faith inform their members that such action by the other Union is a violation of this Agreement and instruct their members that they are to continue to perform work for the Employer in the usual manner. After they have done so no signatory Union or Council shall be liable in damages for any violation of the provisions of Section 1 or Section 5 of this Agreement so long as they do not assist or participate in such violation.

## SECTION 24. Duration

(a) This Agreement shall be in full force and effect from July 1, 1955, to July 1, 1966, and from year to year thereafter, subject to the right of either party to terminate same at any anniversary of July 1, following July 1, 1966, upon the giving of written notice of termination not less than sixty (60) days next preceding the effective date of such termination.

(b) Either party shall have the right to open this Agreement, for revision or amendment of economic items and working conditions only and without termination upon the giving of sixty (60) days written notice of intention to revise or amend prior to July 1, 1963. Such notice of



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 it desires to revise or amend and setting forth in detail the revisions or amendments desired by it. Except by mutual agreement, negotiations on all such proposals and/or revisions shall commence no later than May 15, 1963, providing the steps for revision or amendment have been timely instituted in accordance with this paragraph.

(c) If agreement is not reached by July 1, 1963, either party may at any time thereafter during the negotiations give thirty (30) days written notice to the other that a dispute exists. If agreement is not reached at the expiration of such period of thirty (30) days, 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.

In the event either party exercises the right to reopen this Agreement as herein provided, such reopening may include and shall be limited to the following Sections:

Section 11, Vacations.

Section 12, Sick Leave.

Section 13, Uniforms.

Section 14, Wage Rates and Economic Working Conditions (Including Schedule A).

Section 15, Health and Welfare.

Section 16, Holidays.

Section 18, Report Pay.

Section 24, Duration, Paragraphs (b), (c) and (d).

(d) It is further agreed that Disneyland, and the Unions signatory to this Agreement shall be and each of them are hereby precluded from raising issues, pertaining to wages and working conditions during the period commencing July 1, 1961, and ending June 30, 1963, except as shown in Section 8 heretofore.

ORANGE COUNTY CENTRAL LABOR  
COUNCIL AFL-CIO

By Clyde A. Bratcher

BUILDING AND CONSTRUCTION  
TRADES COUNCIL OF ORANGE  
COUNTY, AFL-CIO

By Thomas W. Mathew

DISTRICT COUNCIL OF PAINTERS,  
NO. 48, AFL-CIO

By Jack T. Cox

ORANGE COUNTY DISTRICT COUNCIL  
OF CARPENTERS, AFL-CIO

By James G. King

METAL TRADES COUNCIL OF  
SOUTHERN CALIFORNIA, AFL-CIO

By A. J. Timmons

INTERNATIONAL ASSOCIATION OF  
MACHINISTS, DISTRICT LODGE  
NO. 94, AFL-CIO

By H. A. Cooksey, By P. F.

INTERNATIONAL ASSOCIATION OF  
MACHINISTS, LOCAL LODGE  
NO. 1235, AFL-CIO

By Paul A. French

HOTEL AND RESTAURANT EM-  
PLOYEES AND BARTENDERS INTER-  
NATIONAL UNION, AFL-CIO

C. T. McDonough

By James T. Stevens

LONG BEACH AND ORANGE  
COUNTY JOINT EXECUTIVE BOARD  
OF BARTENDERS AND CULINARY  
WORKERS, AFL-CIO

By James T. Stevens

AMALGAMATED MEAT CUTTERS AND  
BUTCHER WORKMEN OF NORTH  
AMERICA, LOCAL NO. 551, AFL-CIO

By G. H. Woodard, By C. B.

BAKERY AND CONFECTIONARY  
WORKERS UNION, LOCAL NO. 31,  
AFL-CIO

By Herman Neilund, By C. B.

INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL AND  
ORNAMENTAL IRON WORKERS,  
LOCAL NO. 433, AFL-CIO

By S. W. Williams



INTERNATIONAL ASSOCIATION OF  
MACHINISTS, LOCAL LODGE  
NO. 1484, AFL-CIO

By Paul A. French

INTERNATIONAL ASSOCIATION OF  
OPERATING PLASTERERS' AND  
CEMENT MASONS, LOCAL NO. 489,  
AFL-CIO

By Eugene D. Ferguson

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILD-  
ERS, BLACKSMITHS, FORGERS, AND  
HELPERS, LOCAL NO. 1212, AFL-CIO

By Cecil G. Byford

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO.  
441, AFL-CIO

By R. P. Martin

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL NO. 88

By Richard W. Flynn, By C. B.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL NO. 235

By Pete Kurbatoff

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL NO. 952

By Lee Kearney, By C. B.

BUILDING SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL  
NO. 349, AFL-CIO

By Robert Bongertz, per T. D.

BUILDING SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL NO. 399, AFL-CIO

By John C. Daes

INTERNATIONAL HOD CARRIERS,  
BUILDING AND COMMON LABORERS'  
UNION, LOCAL NO. 724, AFL-CIO

By N. D. Jarrard

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 501, AFL-CIO

By A. L. Moody

RETAIL CLERKS INTERNATIONAL  
ASSOCIATION, LOCAL NO. 324,  
AFL-CIO

By Robert A. Giffin

SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION,  
LOCAL NO. 420, AFL-CIO

By Stanley L. Graydon

UNITED ASSOCIATION OF JOURNEY-  
MEN PLUMBERS AND STEAMFITTERS,  
LOCAL NO. 582, AFL-CIO

By Ray L. North

UNITED ASSOCIATION OF JOUR-  
NEYMEN PLUMBERS AND STEAM-  
FITTERS, REFRIGERATION FITTERS,  
LOCAL NO. 250, AFL-CIO

By Gene F. Somr

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILD-  
ERS, BLACKSMITHS, FORGERS, AND  
HELPERS, LOCAL NO. 92, AFL-CIO

By F. A. Lombardy, By J. D.

INTERNATIONAL HOD CARRIERS,  
BUILDING AND COMMON LABORERS  
UNION, LOCAL NO. 652, AFL-CIO

By Ray Mendoza

CEMENT MASONS LOCAL NO. 52,  
O.P. & C.M.I.A., AFL-CIO

By John G. Lozano

INLAND BOATMEN'S UNION OF THE  
PACIFIC, SAN PEDRO DIVISION,  
AFL-CIO

By A. W. Wearing, By C. B.



# SCHEDULE A

## CLASSIFICATIONS, WAGE RATES AND SPECIAL CONDITIONS

### I. WORKDAY AND WORK WEEK

#### (a) Scheduling and Definition

1. The employee's regular work day shall be eight (8) hours and the employee's regular work week shall be five (5) days in seven (7) days and compensated for at straight time rates. All time worked over eight (8) hours in any one (1) day or forty (40) hours in any one week shall be compensated for at the rate of one and one-half (1½) times the employee's regular straight time classification rate.
  2. Female employees, whose classifications and wage rates are covered by the terms of this Agreement, shall be scheduled to work no more than eight (8) hours in any one (1) day in conformance with the California Labor Code.
- (b) The payroll week will be from 8:00 A.M. Monday to 8:00 A.M. the following Monday.
- (c) The Employer will assign each employee two (2) regular days off during each calendar week, and will, to the best of the Employer's ability, give any employee at least six (6) days notice of a change in day off; provided, however, that no penalty shall attach to any failure to give such notice, and the employee shall be obligated to respect any notice of change of day off which is given at least twelve (12) hours prior to the start of the employee's shift on the changed day.
- (d) The Employer will assign each employee an individual work week which will be deemed to begin on the regularly assigned shift on the day next following the second of his two (2) regular days off and will be deemed to end at the conclusion of the second of his two (2) regular days off. Overtime for an employee so assigned shall be computed on a basis of the number of hours completed during such Employer-assigned individual work week in accordance with the specifications shown in this Schedule A.
- (e) All employees who work on each of seven (7) consecutive days at the Employer's request will be paid for the seventh (7th) \*

day at the rate of twice their regular rate even if their total time is less than forty (40) hours. For purposes of computing successive periods of consecutive days of work, a new period will commence with the day next following the day for which double time was paid.

- (f) When two (2) or more premium or penalty rates apply to the same hour of work, the higher will be paid, and there will be no pyramiding of any premium or penalty rates.
- (g) Each employee shall receive a ten (10) minute rest period in each half of each employee's work shift. Such rest periods shall be as close to the mid-point of the half shift as is practicable. The actual schedule of the rest periods shall be determined by the Employer.
- (h) All permanent employees who are to be laid off shall be given one (1) week advance notice of such lay-off. It is hereby mutually acknowledged that the term "lay-off" does not include discharge for cause. It is further mutually agreed that no penalty shall accrue to the Employer in the event of inadvertent failure on the part of the Employer to provide said one (1) week advance notice.
- (i) In the event an employee incurs a serious occupational illness or injury and the Medical Department excuses the employee from further work on that day, he shall be paid the unworked balance of his regularly scheduled shift.

### II. SHIFTS

There will be no split shifts. Any shift starting at or after 7:00 P.M. and before 7:00 A.M. will be paid a shift differential of twelve cents (12¢) per hour in addition to the regular rate.



III. Classifications and Wage Rates for the Contract Year July 1, 1961, through June 30, 1962:

A.

CLASSIFICATION	Casual & New Seasonal Employee Rate	Seasonal Rehire & Perm. Status Start Rate	Perm. Status 30 Day Rate	Perm. Status 16 Weeks Maximum Rate
Blacksmith .....	\$3.31	\$3.31	\$3.59	.....
*Bus Boy w/waitress .....	1.215	1.215	1.365	\$1.56
*Bus Boy w/o waitress .....	1.46	1.56	1.61	1.81
Children's Matron .....	1.75	1.85	1.90	2.13
Deck Hand .....	2.035	2.135	2.185	2.415
Driver—Livestock .....	2.46	2.56	2.84	.....
Driver—Motor Vehicle .....	2.15	2.25	2.30	2.555
*Fountain Man .....	1.615	1.715	1.765	1.96
Harness Cleaner .....	2.115	2.215	2.495	.....
Harness Maker .....	3.13	3.13	3.41	.....
Horseshoer .....	3.325	3.325	3.605	.....
Kennel Attendant .....	2.02	2.12	2.17	2.36
*Kitchen Helper, Misc. ....	1.46	1.56	1.61	1.81
Messenger .....	1.635	1.735	1.785	2.075
Operator—Keel Boat .....	2.15	2.25	2.30	2.61
Park. Lot Attendant .....	1.75	1.85	1.90	2.24
Park. Lot Group Capt. ....	2.355	2.355	.....	.....
Rec. & Shipping Clk. ....	2.15	2.25	2.30	2.555
Ride Operator .....	1.98	2.08	2.13	2.495
Sales Clerk .....	1.635	1.735	1.785	2.04
Seamstress—Fitter .....	2.23	2.23	.....	.....
Sewing Mach. Opr. ....	1.80	1.90	1.95	2.13
*Snack Seller—Outside .....	1.51	1.61	1.66	1.865
Stableman .....	2.115	2.215	2.495	.....
Ticket Seller .....	1.98	2.08	2.13	2.36
Ticket Taker .....	1.92	2.02	2.07	2.36
Truck Driver .....	2.15	2.25	2.30	2.555
Utility Man—Pony Farm .....	3.26	3.26	3.59	.....
*Waitress (8 hrs.) .....	1.165	1.265	1.315	1.525
*Waitress (6 hrs, less than 8) .....	1.205	1.305	1.355	1.555
*Waitress (4, but less than 6) .....	1.36	1.46	1.51	1.71

Wardrobe Attendant .....	1.915	2.095	.....	.....
Wardrobe Mistress .....	1.865	1.965	2.015	2.21
Warehouseman .....	1.985	2.085	2.135	2.44
Foreman or Forewoman.....	.25	above the highest paid classification rate supervised.		

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

C. \*MEAL ALLOWANCE

In addition to the base rate shown heretofore, employees in the classifications asterisked will receive meal allowances as follows:

- 8 hour shift — 3 meals or \$2.00 per day
- 6 hour shift — 2 meals or \$1.35 per day
- 4 hour shift — 1 meal or \$ .65 per day

D. In the event that the Industrial Welfare Commission of the State of California changes the meal allowances from those which are effective, the changed meal allowance rate shall be deemed to be applicable to this Agreement.

IV. Classifications and Wage Rates for the Contract Year July 1, 1962, through June 30, 1963:

A.

CLASSIFICATION	Casual & New Seasonal Employee Rate	Seasonal Rehire & Perm. Status Start Rate	Perm. Status 30 Day Rate	Perm. Status 16 Weeks Maximum Rate
Blacksmith .....	\$3.31	\$3.31	\$3.66	.....
*Bus Boy w/waitress .....	1.215	1.315	1.365	\$1.63
*Bus Boy w/o waitress .....	1.46	1.56	1.61	1.88
Children's Matron .....	1.75	1.85	1.90	2.20
Deck Hand .....	2.035	2.135	2.185	2.485
Driver—Livestock .....	2.46	2.56	2.91	.....
Driver—Motor Vehicle .....	2.15	2.25	2.30	2.625
*Fountain Man .....	1.615	1.715	1.765	2.03
Harness Cleaner .....	2.115	2.215	2.565	.....
Harness Maker .....	3.13	3.13	3.48	.....
Horseshoer .....	3.325	3.325	3.675	.....
Kennel Attendant .....	2.02	2.12	2.17	2.43



*Kitchen Helper, Misc. ....	1.46	1.56	1.61	1.88
Messenger .....	1.635	1.735	1.785	2.145
Operator—Keel Boat .....	2.15	2.25	2.30	2.68
Park, Lot Attendant .....	1.75	1.85	1.90	2.31
Park, Lot Group Capt. ....	2.425	2.425	-----	-----
Rec. & Shipping Clk. ....	2.15	2.25	2.30	2.625
Ride Operator .....	1.98	2.08	2.13	2.565
Sales Clerk .....	1.635	1.735	1.785	2.11
Seamstress—Fitter .....	2.30	2.30	-----	-----
Sewing Mach. Opr. ....	1.80	1.90	1.95	2.20
*Snack Seller—Outside .....	1.51	1.61	1.66	1.935
Stableman .....	2.115	2.215	2.565	-----
Ticket Seller .....	1.98	2.08	2.13	2.43
Ticket Taker .....	1.92	2.02	2.07	2.43
Truck Driver .....	2.15	2.25	2.30	2.625
Utility Man—Pony Farm ..	3.26	3.26	3.66	-----
*Waitress (8 hrs.) .....	1.165	1.265	1.315	1.595
*Waitress (6, but less than 8) .....	1.205	1.305	1.355	1.625
*Waitress (4, but less than 6) .....	1.36	1.46	1.51	1.78
Wardrobe Attendant .....	1.915	2.165	-----	-----
Wardrobe Mistress .....	1.865	1.965	2.015	2.28
Warehouseman .....	1.985	2.085	2.135	2.51
Foreman or Forewoman.....	.25	above the highest classification rate supervised.		

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

#### C. \*MEAL ALLOWANCE

In addition to the base rate shown heretofore, employees in the classification asterisked will receive meal allowances as follows:

- 8 hour shift — 3 meals or \$2.00 per day
- 6 hour shift — 2 meals or \$1.35 per day
- 4 hour shift — 1 meal or \$ .65 per day

D. In the event that the Industrial Welfare Commission of the State of California changes the meal allowances from those which are effective, the changed meal allowance rate shall be deemed to be applicable to this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of August, 1961.

DISNEYLAND  
By Donn B. Tatum  
By Bonar Dyer

ORANGE COUNTY CENTRAL LABOR  
COUNCIL, AFL-CIO

By Clyde A. Bratcher  
BUILDING AND CONSTRUCTION  
TRADES COUNCIL OF ORANGE  
COUNTY, AFL-CIO

By Thomas W. Mathew  
BUILDING SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL NO. 399, AFL-CIO

By John C. Daes  
INLAND BOATMEN'S UNION OF THE  
PACIFIC, SAN PEDRO DIVISION,  
AFL-CIO

By A. W. Wearing, By C. B.  
INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILD-  
ERS, BLACKSMITHS, FORGERS, AND  
HELPERS, LOCAL NO. 1212, AFL-CIO

By Cecil G. Byford  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL NO. 88

By Richard W. Flynn, By C. B.  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL NO. 235

By Pete Kurbatoff  
LONG BEACH AND ORANGE  
COUNTY JOINT EXECUTIVE BOARD  
OF BARTENDERS, AND CULINARY  
WORKERS, AFL-CIO

By James T. Stevens  
RETAIL CLERKS INTERNATIONAL  
ASSOCIATION, LOCAL NO. 324,  
AFL-CIO

By Robert A. Giffin



# AGREEMENT

Between

# Disneyland

(as successor to Disneyland, Inc. and herein referred to as "Employer")

and the

**ORANGE COUNTY CENTRAL LABOR COUNCIL**

A.F.L. - C.I.O.

and its affiliated and other

**LOCAL UNIONS or DISTRICT COUNCILS**

(hereinafter collectively referred to as the "Unions")

AMENDING AGREEMENT entered into July 15, 1955 between AMERICAN BUILDING MAINTENANCE COMPANY, and "UNIONS," as heretofore amended, which present Amendment shall be effective July 1, 1961.

(as amended effective 7/1/61)

WITNESSETH:

## SECTION 1. Intent of the Parties

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

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

## SECTION 2. Recognition

The Employer recognizes the Unions parties to this agreement as the sole collective bargaining representatives of all the Employer's employees at Disneyland, located at Anaheim, California, except salaried supervisory employees, office and administrative employees, nurses, and any other classifications of employees excluded under the Labor Management Relations Act of 1947, as amended.

## SECTION 3. Union Security

(a) The Employer agrees that all employees on the Employer's payroll as of the effective date of this Paragraph (a) (August 2, 1955) or who are subsequently employed by the Employer, shall become and remain members of the appropriate Union in good standing within thirty-one (31) days of the effective date of this Paragraph (a) or their date of employment, whichever is the later, as a condition of continued employment.

(b) When new or additional employees are required, the Employer shall notify the Union of the number and classification of such employees. The Union shall then have twenty-four (24) hours from receipt of such notification to nominate applicants for such job openings. The Employer may choose between the applicants nominated by the Union and any other applicants on the basis of their respective qualifications for the job to be filled. Applicants shall not be referred, selected or discriminated against because of membership, or non-membership, in the Union.

(c) The Employer agrees to notify the Union of new employees that have been hired at the time that such employees start to work. The Employer also agrees to notify the Union promptly when any employee leaves the employment of the Employer.

(d) All new employees shall be notified before commencing employment that the Employer is operating under a Union Contract.



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

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

## **SECTION 4. Notices**

The Employer agrees to recognize the various craft jurisdictions of work of the Unions parties hereto, but shall not be required to recognize any conflicting areas of work jurisdiction. All notices given under this agreement shall be given by and to the Employer on one side and the Building and Construction Trades Council of Orange County, AFL-CIO and Orange County Central Labor Council, AFL-CIO, on the other.

## **SECTION 5. Joint Conference Board**

The parties hereby agree to adopt and become a party to the Joint Conference Board established under the agreement of July 3, 1955 by Disneyland, Inc. and the Orange County Central Labor Council, AFL-CIO, and the Building and Construction Trades Council of Orange County, AFL-CIO, and other Unions and Councils. Each party hereto shall be represented by the same committees as are referred to in that agreement as being the committees constituting the Joint Conference Board.

## **SECTION 6. Access to Union Representatives**

Representatives of the signatory Unions, designated in writing to the Employer by joint letter of the Orange County Central Labor Council, AFL-CIO, and the Building and Construction Trades Council of Orange County, AFL-CIO, shall be permitted to enter the Disneyland area to make proper investigation for the purpose of determining that this Agreement is being complied with by the Employer and for the presentation and handling of grievances. Such representatives, who shall not be more than three (3) in number for each local Union, shall comply with the security regulations of the Employer.

## **SECTION 7. Grievance and Arbitration**

(a) The representative designated by the Unions shall present any grievance or dispute to the representative designated by the Employer. Such designations shall be made within two (2) weeks after the signing of this Agreement.

(b) If the grievance or dispute is not satisfactorily adjusted by those two representatives within three (3) working days after the grievance or dispute is first raised, either party may refer the matter to the Joint Conference Board by sending written notice of such desire to the chairman of the committee representing the party who desires to have the grievance referred to the Joint Conference Board. Such chairman shall immediately call for a meeting of the Joint Conference Board and the Joint Conference Board shall expeditiously meet and consider the grievance or dispute.

(c) If a resolution of the grievance or dispute is not reached within fifteen (15) days following the referral of the grievance to the Joint Conference Board, it may be submitted to arbitration at the option of either party, provided such party gives written notice of a desire to arbitrate the grievance within ten (10) days after such fifteen (15) day period.

(d) Grievances which are appealed to arbitration in accordance with the above procedure shall be arbitrated pursuant to the rules then existing of the American Arbitration Association. The Board of Arbitration shall consist of three (3) members, one (1) designated in writing by the Employer, one designated in writing by the Union,



and the third and impartial member to be chosen by those two in accordance with the rules of the American Arbitration Association. Said Board of Arbitration shall expeditiously meet to consider and decide the grievance appealed to it and shall render its award in writing, if practical, within ten (10) days after the close of the hearing. The decision of the majority of the Board of Arbitration shall be final and binding.

(e) The Board of Arbitration shall have no authority to modify, add to or take away any of the terms of this Agreement. Jurisdictional disputes shall not be subject to the grievance and arbitration procedure set forth in this Section. It is agreed that only grievances involving the interpretation or application of this Agreement, or any supplements or amendments thereto will be subject to arbitration under the procedure of this Section.

(f) All expenses and fees of the impartial member of the Board of Arbitration shall be borne equally by both parties.

(g) Grievances or disputes over discharges may be initiated and handled through the first two steps of the grievance procedure but not including arbitration. However, the Joint Conference Board has the obligation of settling such disputes or grievances and they are authorized to arbitrate such matters by agreement of both committees. The parties may by mutual agreement waive the first step of the grievance procedure on such matters.

(h) No grievance or dispute shall be raised by an employee after thirty (30) calendar days following the occurrence of such grievance. Should the employee have failed to raise such grievance or dispute within thirty (30) days after its occurrence the right of such employee with respect to grievance procedure shall be deemed to have been waived.

## **SECTION 8. New Classifications**

(a) If the Employer hereafter establishes any new or substantially changed job classification or work operation, it will give as much notice thereof to the Unions as is possible. The question of proper classification and wage rate shall be submitted to the Joint Conference Board for resolution. If not resolved by the Joint Conference Board, either party may request arbitration of the proper classification and rate under the procedure set forth in Section 7 heretofore. Pending res-

olution of the problem by the Joint Conference Board or arbitration, the Employer may install the new rate which it has proposed. In the event any higher rate is agreed upon by the Joint Conference Board or awarded after arbitration, it shall be effective retroactively as of the date the classification or operation was installed.

(b) The operation of the business, including the direction of employees and determining the number of classifications and employees required, shall be the sole function of the Employer but shall not be used so as to defeat any provision of this Agreement. Except as is provided in Section 3 of this Agreement, the Employer's right to establish standards of employment and to hire and discharge employees for any cause which it may deem sufficient shall be unlimited by this Agreement, provided, however, that no employee shall be discharged or discriminated against because of Union membership or proper activity on behalf of the Union.

## **SECTION 9. Check-Off**

The Employer agrees to withhold from the first pay of each month the dues and initiation fees of the appropriate Union for each employee who signs a written authorization for such deduction. The money so withheld will be paid over promptly to the Union's financial officer certified to the Employer in writing. The Unions will give the Employer a written statement of the amount of dues and initiation fees to be withheld and agree that the Employer will suffer no loss because of any withholding from employees' pay pursuant to this section.

## **SECTION 10. Probationary Period**

(a) All Employees who are first employed after the effective date of this Agreement (August 2, 1955) or later, will be considered probationary employees for a period of thirty (30) calendar days. Probationary employees shall be compensated in accordance with the terms of this Agreement. However, probationary employees will accrue no rights for the future until they have successfully completed their probationary period and at such time all their respective rights shall date back to their date of employment. Furthermore, neither the provisions of the grievance procedure nor Holiday benefits shall be available to probationary employees.



(b) In the event an employee, who has become a permanent employee, is laid off (not dismissed or voluntarily terminated) before he has completed the period required to be eligible for vacation benefits, the record of his vacation eligibility will be retained and added to any future hours of employment at Disneyland, provided that he is rehired within one (1) year from the date of his most recent termination.

(c) "Seasonal" employees, as defined hereinafter, will not be eligible for Holiday or Vacation benefits unless such seasonal employee should be transferred to the permanent employee group at the specific instigation of the Employer. When this occurs, the seasonal employee shall be credited with all continuous service beginning with the date of his most recent hire, for the application of benefits based upon length of service, except that Holiday benefits occurring during the period when an employee is classified as "seasonal" shall not be retroactive. Seasonal employees will receive pay rates in accordance with Schedule A of this Agreement.

(d) "Seasonal" employees shall be defined as those who are hired to accommodate a specific season of expanded activities at Disneyland such as the summer season, the Christmas season, the Easter season, etc.

## SECTION 11. Vacations

(a) All permanent employees shall receive a vacation after completing one (1) year of continuous service and after each year of continuous service thereafter.

(b) Continuous service for the purpose of this section shall not be broken by time absent on authorized sick leave or by an authorized leave of absence not in excess of thirty (30) days, provided the employee works for a period of thirty (30) days following such sick leave or leave of absence.

(c) Vacations are not cumulative and must be taken within one (1) year after an employee has become eligible for vacation.

(d) The Employer may not grant pay in lieu of time off for vacation except as hereinafter specified.

(e) Vacation allowances, which are limited to a maximum of ten (10) days (eighty (80) hours), (per employee's service year), will be based upon the formula of hours worked in the eligibility year as described hereinafter. Such vacation allowances will be paid at the

straight time hourly rate that is in effect at the time the vacation is taken.

(f) The formula used for computing vacation allowances is as follows:

WORKED HOURS	HOURS PAID VACATION	DAYS OFF EQUIVALENT
1800	80 (maximum)	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

(g) Permanent employees who have been continuously on the payroll for six (6) months or longer and who are terminated by the Employer will receive payment for their accrued vacation credits on the basis of hours worked during the six (6) months or longer in accordance with the foregoing formula.

(h) Permanent employees who have been continuously on the payroll for one (1) full year or longer will receive, upon termination, payment for their accrued vacation credits on a basis of the number of hours that they have worked for a maximum of ten (10) days per service year in accordance with the foregoing formula. Such vacation credit payment will be made at the straight time hourly rate that is in effect at the time of termination.

(i) Employees whose employment is terminated at any time because of dishonesty or drunkenness will not be credited with pro-rata vacation allowances.

(j) Vacations may at the option of the employee, be scheduled for periods of either one or two weeks which may be taken at any time during the calendar year 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 or more employees, the employee(s) with the greater length of service will be given the preference.

Vacations shall be scheduled to commence at the expiration of the



employee's individual work week as defined in Schedule A, Section I, paragraph (d).

(k) The Employer may elect that some or all employees take their vacations at one time and during a period when Disneyland is closed. In the event the Employer does so, employees will be given vacations at the time of shut down and on a pro-rata basis of vacation accrued to that time and in accordance with the foregoing hours formula. This will include pro-rata vacations for permanent employees of less than six (6) months' continuous service.

## **SECTION 12. Uniforms**

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

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

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

## **SECTION 13. Wage Rates and Working Conditions**

Attached hereto and marked as Schedule A are the classifications, wage rates and special conditions which shall be supplements to this Agreement for the Unions signatory thereto. Additional Unions may become signatory to Schedule A of this Agreement by the execution of an agreement signed by such Unions, the Employer, the Orange County Central Labor Council, AFL-CIO, and the Building and Construction Trades Council, AFL-CIO, setting forth its wage rates and special conditions. Additional Local Unions and Councils may become a party to this Agreement without becoming a party to Schedule A by signing this Agreement with the consent of the Employer, the Orange County Central Labor Council, AFL-CIO, and the Building and Construction Trades Council of Orange County, AFL-CIO.

## **SECTION 14. Health and Welfare**

The Employer agrees to sign an acceptance of the trust agreement establishing a trust to provide health and welfare benefits and/or pension benefits for its employees wherever such agreements are presently held by any of the signatory Unions, and to make contributions to the trust in accordance with the terms of such acceptance.

## **SECTION 15. Holidays**

(a) New Year's Day, Washington's Birthday, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day are recognized as holidays.

(b) Each employee, other than seasonal and probationary employees, (as defined in Section 10) and those scheduled to work only on weekends and holidays, will receive pay for his regular shift at the employee's regular straight time rate for each such holiday not worked, providing he works his regularly scheduled shift immediately following such holiday.

(c) Each employee, other than seasonal and probationary employees, (as defined in Section 10) and those scheduled to work only on weekends and holidays, who works on a recognized holiday and who works his regularly scheduled shift immediately following the holiday worked, shall receive pay at double his regular straight time rate for all hours worked in his regularly scheduled shift.

(d) Pay for a holiday not worked shall not be considered as time worked for purposes of computing overtime.

(e) Should a holiday fall during the period of an employee's vacation, the employee shall be granted either an extra day of vacation or a day's pay at the option of the Employer. In either of these events, no hours will be credited to the employee's vacation allowance for the following year.

(f) Recognized holidays falling on a Sunday shall be observed the following Monday, but not both days.

(g) An employee who is regularly scheduled to work on a recognized holiday and who does not work shall not receive holiday pay for a holiday not worked.

(h) If a holiday worked falls on one of an employee's two regular days off, he shall receive straight time holiday pay for his regularly



scheduled shift plus the rate he would have received if it had not been a holiday.

## SECTION 16. Pay Day

(a) Employees shall be paid weekly and their pay will not be delayed more than six (6) days from the end of each payroll week.

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

## SECTION 17. Report Pay

### (a) REGULAR REPORT PAY

(1) Employees who report for work and who were not given prior notice not to report, and who are not put to work will be given two (2) hours pay. Each employee shall keep the Personnel Department informed of his current address and phone number.

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

### (b) INCLEMENT WEATHER REPORT PAY

(1) In the event the Employer, due to inclement weather, operates the rides with a sub-normal or skeleton employee force, such employees as had begun work and are sent home shall receive pay for a full shift.

(2) In the event the Employer, due to inclement weather ceases all ride operations, such employees as had begun work and are sent home shall receive pay for time worked with a minimum of four (4) hours.

## SECTION 18. Leaves of Absence

An 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 reason.

## SECTION 19. Seniority

(a) The principles of seniority shall be observed in transfers, lay-offs, recalls, and promotions. The parties hereto recognize that there may be certain deviations from these principles.

(b) The Management agrees in such instances to discuss deviations from the application of the seniority principles with the appropriate Union representative. It is further agreed that the seniority principle as herein outlined shall be by job classification and shall not apply where employees are being transferred and/or promoted from a bargaining unit classification to a non-bargaining unit classification.

(c) The Joint Conference Board will develop rules when necessary for the application of the seniority principle and any dispute on the application of the seniority principle shall be subject to the grievance procedure.

## SECTION 20. Qualifications

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



represent, and the Local Unions on whose behalf the said parties are signing the said agreement.

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

## **SECTION 21. 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 are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

## **SECTION 22. Waiver**

The Unions agree that in the event of any violation of Section 1 of this Agreement or Section 5 of the Disneyland Master Agreement, as heretofore amended and as amended July 1, 1961, by any signatory Union, they will in good faith inform their members that such action by the other Union is a violation of this Agreement and instruct their members that they are to continue to perform work for the Employer in the usual manner. After they have done so, no signatory Union or Council shall be liable in damages for any violation of the provisions of Section 1 of this Agreement or Section 5 of the Disneyland Master Agreement, as heretofore amended July 1, 1961, so long as they do not assist or participate in such violation.

## **SECTION 23. Duration**

(a) This Agreement shall be in full force and effect from July 1, 1955 to July 1, 1966 and from year to year thereafter, subject to the right of either party to terminate same at any anniversary of July 1, following July 1, 1966, upon the giving of written notice of termination not less than sixty (60) days next preceding the effective date of such termination.

(b) Either party shall have the right to open this Agreement, for revision or amendment of economic items and working conditions only and without termination upon the giving of sixty (60) days written notice of intention to revise or amend prior to July 1, 1963. 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 it desires to revise or amend and setting forth in detail the revisions or amendments desired by it. Except by mutual agreement, negotiations on all such proposals and/or revisions shall commence no later than May 15, 1963 providing the steps for revision or amendment have been timely instituted in accordance with this paragraph.

(c) If agreement is not reached by July 1, 1963, either party may at any time thereafter during the negotiations give thirty (30) days written notice to the other that a dispute exists. If agreement is not reached at the expiration of such period of thirty (30) days, 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.

In the event either party exercises the right to reopen this Agreement as herein provided, such reopening may include and shall be limited to the following Sections



## SECTION 24. Successors and Assigns

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of August, 1961.

### DISNEYLAND

Successor to the  
American Building Maintenance Co.

By Donn B. Tatum

By Bonar Dyer

ORANGE COUNTY CENTRAL LABOR  
COUNCIL AFL-CIO

By Clyde A. Bratcher

INTERNATIONAL HOD CARRIERS,  
BUILDING AND COMMON LABORERS  
UNION, LOCAL 652, AFL-CIO

By Ray Mendoza

BUILDING SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL  
399, AFL-CIO

By John C. Daes

BUILDING SERVICE EMPLOYEES  
INTERNATIONAL UNION, WINDOW  
CLEANERS LOCAL 349, AFL-CIO

By Robert Mongerz, per T.D.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL 88, AFL-CIO

By Richard W. Flynn, By C. B.

INLAND BOATMEN'S UNION OF  
THE PACIFIC, AFL-CIO  
SAN PEDRO DIVISION

By A. W. Wearing, By C. B.

## SCHEDULE A Classifications, Wage Rates and Special Conditions

### I. WORKDAY AND WORK WEEK

#### (a) Scheduling and Definition

1. The employee's regular work day shall be eight (8) hours and the employee's regular work week shall be five (5) days in seven (7) days and compensated for at straight time rates. All time worked over eight (8) hours in any one day or forty (40) hours in any one week shall be compensated for at the rate of one and one-half (1½) times the employee's regular straight time classification rate.
2. Female employees, whose classifications and wage rates are covered by the terms of this Agreement, shall be scheduled to work no more than eight (8) hours in any one day in conformance with the California Labor Code.

(b) The payroll week will be from 8:00 A.M. Monday to 8:00 A.M. the following Monday.

(c) The Employer will assign each employee two (2) regular days off during each calendar week, and will, to the best of the Employer's ability, give any employee at least six (6) days notice of a change in day off; provided, however, that no penalty shall attach to any failure to give such notice, and the employee shall be obligated to respect any notice of change of day off which is given at least twelve (12) hours prior to the start of the employee's shift on the changed day.

(d) The Employer will assign each employee an individual work week which will be deemed to begin on the regularly assigned shift on the day next following the second of his two (2) regular days off and will be deemed to end at the conclusion of the second of his two (2) regular days off. Overtime for an employee so assigned shall be computed on a basis of the number of hours completed during such Employer-assigned individual work week in accordance with the specifications shown in this Schedule A.

(e) All employees who work on each of seven (7) consecutive days at the Employer's request will be paid for the seventh



(7th) day at the rate of twice their regular straight time rate even if the total number of their hours worked during the preceding six (6) days is less than forty (40) hours. For purposes of computing successive periods of consecutive days of work, a new period will commence with the day next following the day for which double time was paid.

- (f) When two (2) or more premium or penalty rates apply to the same hour of work, the higher will be paid, and there will be no pyramiding of any premium or penalty rates.
- (g) Each employee shall receive a ten (10) minute rest period in each half of each employee's work shift. Such rest periods shall be as close to the mid-point of the half shift as is practicable. The actual schedule of the rest periods shall be determined by the Employer.
- (h) All permanent employees, who are to be laid off, shall be given one (1) week's advance notice of such lay off. It is hereby mutually acknowledged that the term "lay off" does not include discharge for cause. It is further mutually agreed that no penalty shall accrue to the Employer in the event of inadvertent failure, on the part of the Employer, to provide said one (1) week's advance notice.
- (i) In the event an employee incurs a serious occupational illness or injury and the Medical Department excuses the employee from further work on that day, he shall be paid the unworked balance of his regularly scheduled shift.

II. Classifications and Wage Rates for the Contract Year July 1, 1961, through June 30, 1962:

A.	Casual & New Seasonal Employee Rate	Seasonal Rehire & Perm. Status Start Rate	Perm. Status 30 Day Rate	Perm. Status 16 Weeks Maximum Rate
<b>CLASSIFICATION</b>				
Driver—Motor Vehicle .....	\$2.15	\$2.25	\$2.30	\$2.555
Janitor-Janitress				
(Matrons & Maids) .....	1.915	2.135	2.185	2.415
Laborers'—Off Street & Sidewalk, Using Picks .....	1.915	2.135	2.185	2.415
Window Cleaner .....	2.935	2.935	2.985	3.24
Working Foreman .....	.25 above the highest paid classification rate supervised.			

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

C. SHIFT PREMIUM

Any shift starting at or after 10:00 P.M. and before 7:00 A.M. will be paid a shift differential of twelve (12) cents per hour in addition to the regular rate.

III. Classifications and Wage Rates for the Contract Year July 1, 1962, through June 30, 1963:

A.	Casual & New Seasonal Employee Rate	Seasonal Rehire & Perm. Status Start Rate	Perm. Status 30 Day Rate	Perm. Status 16 Weeks Maximum Rate
<b>CLASSIFICATION</b>				
Driver—Motor Vehicle .....	\$2.15	\$2.25	\$2.30	\$2.625
Janitor-Janitress				
(Matrons & Maids) .....	1.915	2.135	2.185	2.485
Laborers'—Off Street & Sidewalk, Using Picks .....	1.915	2.135	2.185	2.485
Window Cleaner .....	2.935	2.935	2.985	3.31
Working Foreman .....	.25 above the highest paid classification rate supervised.			

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

C. SHIFT PREMIUM

Any shift starting at or after 10:00 P.M. and before 7:00 A.M. will be paid a shift differential of twelve (12) cents per hour in addition to the regular rate.



