

K 7532  
1,200 workers

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 535  
AFL-CIO, CLC**



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## **Collective Bargaining Agreement**

**March 15, 2002 to March 14, 2005**

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# **YOSEMITE**

**YOSEMITE CONCESSION SERVICES CORPORATION**  
AN AUTHORIZED NATIONAL PARK SERVICE CONCESSIONER  
A DELAWARE NORTH COMPANY

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	1
<b>PREAMBLE</b> .....	1
<b>ARTICLE 1 - RECOGNITION AND UNION SECURITY</b> .....	1
Section 1 - Recognition .....	1
Section 2 - Union Membership .....	1
Section 3 - Notification of New Employees .....	2
Section 4 - Checkoff .....	2
Section 5 - Company Indemnification .....	2
Section 6 - COPE (Committee on Political Education) Check-Off .....	2
<b>ARTICLE 2 - UNION BUSINESS</b> .....	3
Section 1 - Admission of the Union Representatives .....	3
Section 2 - Union Representatives and Stewards .....	3
Section 3 - Representation at Disciplinary Hearing .....	3
Section 4 - Paid Release Time .....	4
Section 5 - Bulletin Boards .....	4
Section 6 - Union Business .....	4
<b>ARTICLE 3 - MANAGEMENT'S RIGHTS</b> .....	4
<b>ARTICLE 4 - AFFIRMATIVE ACTION</b> .....	5
<b>ARTICLE 5 - CATEGORIES OF EMPLOYEES</b> .....	5
Section 1 - Regular Employees .....	5
Section 2 - Casual Employees .....	5
Section 3 - Use of Temporary Workers .....	6
Section 4 - Definitions .....	6
<b>ARTICLE 6 - SENIORITY</b> .....	6
Section 1 - Definition .....	6
Section 2 - Break in Seniority/Credit Upon Rehire .....	7
Section 3 - Reduction in Work Force/Layoff .....	7
<b>ARTICLE 7 - PERFORMANCE EVALUATIONS</b> .....	9
Annual Evaluations .....	9
Seasonal Closures/Reduction in Workforce .....	9
<b>ARTICLE 8 - FILLING OF VACANCIES/JOB POSTING</b> .....	9
Section 1 - Filling of Vacancies .....	9
Section 2 - Seasonal Work Units .....	10
Section 3 - Qualifying for Positions .....	10
Section 4 - Job Posting .....	11
Section 5 - Bidding .....	12
Section 6 - Modified Alternative Work Program .....	12
Section 7 - Transfers .....	12

<b>ARTICLE 9 - HOURS OF WORK AND PREMIUM PAY</b> .....	<b>12</b>
Section 1 - Definition of Terms .....	12
Section 2 - Overtime Rates .....	12
Section 3 - Shift Differential .....	13
Section 4 - Split Shift Differential .....	13
Section 5 - Training Differential .....	14
Section 6 - Scheduling .....	14
Section 7 - Days Off .....	14
Section 8 - Reporting Pay .....	15
Section 9 - Work Load .....	15
Section 10 - Bargaining Unit Work .....	15
Section 11 - Rest Periods and Meal Periods .....	16
Section 12 - Daily Time and Attendance Records .....	16
<b>ARTICLE 10 - WAGES AND CLASSIFICATIONS</b> .....	<b>16</b>
Section 1 - Schedule of Wages .....	16
Section 2 - Premium Conditions .....	16
Section 3 - Paychecks .....	16
Section 4 - Work in a Different Classification .....	17
Section 5 - Tips and Gratuities .....	17
Section 6 - Job Description .....	18
Section 7 - New Classifications .....	18
Section 8 - Kitchen Intern .....	18
<b>ARTICLE 11 - HOLIDAYS</b> .....	<b>19</b>
Section 1 - Recognized Holidays .....	19
Section 2 - Eligibility .....	19
Section 3 - Holiday Pay .....	19
Section 4 - Holiday Scheduling .....	20
<b>ARTICLE 12 - VACATION</b> .....	<b>20</b>
Section 1 - Vacation Accrual .....	20
Section 2 - Vacation Pay .....	20
Section 3 - Vacation Period .....	21
Section 4 - Termination of Employment .....	21
<b>ARTICLE 13 - SICK LEAVE</b> .....	<b>22</b>
Section 1 - Accrual .....	22
Section 2 - Payment .....	22
Section 3 - Integration with State Disability and Workers' Compensation .....	22
Section 4 - Doctor's Certification .....	22
Section 5 - Funeral Leave .....	23
Section 6 - Jury Duty .....	23
<b>ARTICLE 14 - LEAVES OF ABSENCE AND PERSONAL ABSENCES</b> .....	<b>23</b>
Section 1 - Definition .....	23
Section 2 - Requests .....	24
Section 3 - Medical Leaves of Absence .....	24
Section 4 - Other Leaves of Absence .....	24
Section 5 - Personal Absences .....	25
Section 6 - Non-forfeiture of Accrued Rights .....	25
Section 7 - Return to Duty .....	25
Section 8 - Military Service .....	25

Section 9 - Union Leave of Absence .....	25
<b>ARTICLE 15 - MEALS, HOUSING AND RECREATION .....</b>	<b>25</b>
Section 1 - Employees' Housing Rights.....	25
Section 2 - Fire and Safety Inspections.....	26
Section 3 - Leaving Employee Housing .....	26
<b>ARTICLE 16 - HEALTH PLAN AND BENEFITS AND PENSION .....</b>	<b>26</b>
Section 1 - Health Plan and Benefits.....	26
Section 2 - Pension.....	28
<b>ARTICLE 17 - UNIFORMS AND EQUIPMENT .....</b>	<b>28</b>
<b>ARTICLE 18 - CASH SHORTAGE AND BREAKAGE .....</b>	<b>29</b>
<b>ARTICLE 19 - SECURITY .....</b>	<b>29</b>
<b>ARTICLE 20 - DRUG TESTING .....</b>	<b>30</b>
<b>ARTICLE 21 - DISCHARGE AND DISCIPLINE .....</b>	<b>30</b>
Section 1 - Just Cause .....	30
Section 2 - Company Rules and Policies .....	31
Section 3 - Probationary Period .....	31
Section 4 - Employee's Personnel File .....	31
Section 5 - Time Limits.....	32
<b>ARTICLE 22 - GRIEVANCE PROCEDURE .....</b>	<b>32</b>
Section 1 - Procedures .....	32
Section 2 - Suspension and Discharge Grievances .....	33
Section 3 - Employer Grievances.....	33
Section 4 - Time Limits .....	34
<b>ARTICLE 23 - STRIKES, STOPPAGES, AND LOCKOUTS .....</b>	<b>34</b>
<b>ARTICLE 24 - SAFETY .....</b>	<b>34</b>
<b>ARTICLE 25 - UNEMPLOYMENT COMPENSATION AND STATE DISABILITY INSURANCE .....</b>	<b>35</b>
<b>ARTICLE 26 - SUCCESSORSHIP.....</b>	<b>35</b>
<b>ARTICLE 27 - SEPARABILITY .....</b>	<b>35</b>
<b>ARTICLE 28 - GENERAL MANAGEMENT PLAN .....</b>	<b>35</b>
<b>ARTICLE 29 - YOSEMITE MOUNTAINEERING SCHOOL/WINTER SKI SCHOOLS .....</b>	<b>36</b>
Section 1 - Mountaineering School - Summer.....	36
Section 2 - Cross Country Ski School - Winter .....	37
Section 3 - Alpine and Cross Country Ski Schools.....	38
<b>ARTICLE 30 - LABOR/MANAGEMENT COMMITTEE .....</b>	<b>38</b>
<b>ARTICLE 31 - TERM OF AGREEMENT .....</b>	<b>39</b>

<b>APPENDIX "A"</b> .....	40
A. Wage Schedules .....	40
Wage Schedule I .....	40
Wage Schedule II .....	43
B. Hourly Personnel .....	46
C. Wage Rate Application .....	50
<b>APPENDIX "B"</b> .....	53
Work Units and Levels .....	53
<b>APPENDIX "C"</b> .....	64
Work Areas .....	64
<b>APPENDIX "D"</b> .....	65
Bulletin Board Locations .....	65
<b>APPENDIX "E"</b> .....	67
Pension .....	67
<b>LETTER OF AGREEMENT - Commitment to Training and Development</b> .....	70
<b>INDEX</b> .....	71

## **AGREEMENT**

THIS AGREEMENT is entered into on this Fifteenth day of March, 2002 by and between the YOSEMITE CONCESSION SERVICES CORPORATION (hereinafter referred to as the "Company") and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 535, AFL/CIO (hereinafter referred to as the "Union").

### **PREAMBLE**

This Agreement, resulting from collective bargaining between the Company and the Union, is for the purpose of producing the most favorable relationship between the employees and the Company. All persons involved in the scope of this Agreement - employees, the Company, its supervisors, and the Union's representatives - are obligated and compelled to abide by its provisions and exert the strongest effort to make it an effective document for the benefit of all concerned. Furthermore, each party agrees that its officers, members, representatives, agents, and committees shall not engage in any practices of any kind whatsoever for the purpose of defeating or evading the provisions of this Agreement.

### **ARTICLE 1 - RECOGNITION AND UNION SECURITY**

#### **Section 1 - Recognition**

The Company recognizes the Union as the exclusive bargaining agent of all employees employed by the Company at its Yosemite National Park facility, excluding all employees currently represented and covered by collective bargaining agreements with other labor organizations, confidential employees, Human Resources clerical employees, security officers, and supervisors as defined in the National Labor Relations Act for the purposes of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment covered herein.

#### **Section 2 - Union Membership**

All employees of the Company who are subject to this Agreement and who are employed by the Company on the effective date of this Agreement shall be required as a condition of employment to become members in the Union in good standing within thirty-one (31) days of the effective date of this Agreement and to remain members in good standing during the course of their employment.

All employees of the Company who are subject to this Agreement and who are hired or rehired after the effective date of this Agreement shall not later than the thirty-first (31st) day following

commencement of employment become members of the Union in good standing and shall remain members in good standing during the course of their employment. Members in good standing shall be defined as employed members of the Union who tender periodic dues, initiation fees and/or permit fees as uniformly required by the Union as a condition of acquiring or retaining membership. Upon written notice to the Company and upon examination of documentary proof that an employee has failed to satisfy the above requirements, the Company shall terminate the employment of such employee.

### Section 3 - Notification of New Employees

At the time a new employee is hired who will be subject to this Agreement, the Company shall deliver to the new employee a statement quoting or paraphrasing the provisions of Article 1 of this Agreement. The Company shall supply the Union with the names, social security numbers, unit to which assigned and classification of new employees on a biweekly basis. The Company shall also supply the Union with the names of employees terminated or laid off the previous month, including rehire status, by the 10th of each month. In addition the Company shall provide updated membership information to the Union on computer disk on a quarterly basis.

### Section 4 - Checkoff

The Company shall deduct from each employee's wages the amount of union dues, initiation fees and/or permit fees as specified by the Union on behalf of all employees covered by this Agreement who have voluntarily provided the Company with a written assignment authorizing such deductions. The Company will promptly remit the monies deducted pursuant to such assignments with a written statement of the names of employees for whom deductions were made. The Company shall provide a monthly list to the Union at the same time it remits the monthly dues monies with all the employees who did not have union dues deducted from their check along with an explanation of why no such deduction was made.

### Section 5 - Company Indemnification

The Union will hold the Company harmless against any claim or obligation which may be made by any person by reason of the deduction of Union dues, initiation fees and/or permit fees, including the cost of defending against any such claim or obligation.

### Section 6 - COPE (Committee on Political Education) Check-Off

The Company shall allow a payroll deduction for all employees covered by this agreement who want to voluntarily contribute to the Local's Committee on Political Education.

## ARTICLE 2 - UNION BUSINESS

### Section 1 - Admission of the Union Representatives

The Company agrees to admit to its place of business at all reasonable times any authorized representatives of the Union for the purposes of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in the adjustment of grievances.

However, the Union Representatives will be required to notify the area supervisor at the time of entering any work place that is not accessible to the public, provided, however, that no interference with the work of employees shall result.

### Section 2 - Union Representatives and Stewards

- (a) The Company agrees to recognize the Union Representatives and Stewards duly appointed by the Union. The Union Steward and/or an allegedly aggrieved employee must have the stated permission of their supervisor prior to leaving their assigned departments to investigate and/or settle grievances in accordance with Article 22.

Such permission shall not be unreasonably denied. However, such activity shall not have an adverse effect on the efficient operation of the facility to which the individuals are assigned.

- (b) The Union shall notify the Company in writing within ten (10) calendar days of any changes in the list of its Field Representatives and/or Stewards who are authorized to act on behalf of the Union. The Company will not be obligated to recognize or deal with Local Union Representatives and/or Stewards in connection with grievances unless their names have been submitted in writing to the Director of Human Resources in accordance with the above.

### Section 3 - Representation at Disciplinary Hearing

An employee shall have the right to have a Union Representative present at any meeting with supervisors or management representatives when such meeting is or may be disciplinary in nature.

Prior to any meeting which the Company anticipates will result in disciplinary action, or at the time that any meeting becomes disciplinary or accusatory in nature, the Company shall advise the employee that he/she has the right to have a Union Representative present. An employee may inquire prior to entering a meeting as to the nature of such meeting.

The employee's right to have a Union Representative (Shop Steward or Field Representative) present at such a meeting is subject to the following:

1. The Employee may elect to waive his/her right to representation, in which case the meeting can proceed without delay;

2. A Union Representative will be secured by the employee as soon as reasonably possible. In the event of a Level 1 disciplinary meeting, the employee shall contact the manager within twenty-four (24) hours to secure a meeting time. In the event of a Level 2 disciplinary meeting, the employee shall contact the manager within forty-eight (48) hours to secure a meeting time. Said meeting times shall be within the time parameters defined herein, and will be established to ensure all necessary parties are available.

However, nothing contained herein shall prevent the Company from taking whatever disciplinary action it may deem appropriate with the full understanding that such matters are subject to the grievance procedure set forth in Article 22.

#### Section 4 - Paid Release Time

During the term of this Agreement, when an employee needs Union representation, and at the approval of Management, the Shop Steward will be paid to attend a disciplinary and/or grievance meeting. The Company agrees that Shop Stewards going to another unit will be paid by that unit.

#### Section 5 - Bulletin Boards

The Company shall provide sufficient and conspicuous space in agreed upon locations, as provided in Appendix "D", for the exclusive use of the Union. Such notices shall relate to Union meeting, Union business, Union elections and their results, or other appropriate materials, notices and bulletins of another nature to be posted by mutual agreement. The Union shall not post any notice or bulletin elsewhere within Company facilities. No libelous material shall be posted on any bulletin board.

#### Section 6 - Union Business

The Company will allow stewards, executive board members, and officers of the Union the necessary time off to attend union meetings, conferences, and training when business permits.

### ARTICLE 3 - MANAGEMENT'S RIGHTS

The management of the business of the Employer and the direction of its personnel, including the right to hire, discharge, and discipline for proper cause subject to the terms of this contract, are the exclusive responsibility of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the operation of its facilities, and the schedule of its working force, and the methods, processes, means, and materials to be used.

The Company reserves the right to enforce established rules and regulations now in effect and which it may issue from time to time not in conflict herewith.

All of the functions, powers, or authority which the Employer has not specifically abridged, delegated, or modified by this Agreement will be recognized by the Union as being retained by the Employer.

The enumeration above of management prerogatives shall not in any way be deemed to exclude other management prerogatives not herein specifically enumerated. However, nothing contained in this Section shall be in conflict with the terms and conditions set forth in this Agreement.

#### **ARTICLE 4 - AFFIRMATIVE ACTION**

The Company and the Union agree to take, both jointly and separately, affirmative action in compliance with all applicable state and federal laws, to ensure equal employment opportunity in the employment of all qualified applicants for employment and all employees without regard to race, religion, creed, color, national origin, age, sex, disability, Veteran status, political affiliation, or sexual orientation. Such action shall include but not be limited to the following: employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, or the selection for training.

The Company and the Union further agree that there will be no forms of discrimination of any kind because of membership in the Union or activities on behalf of the Union which are considered protected activities under the National Labor Relations Act, as amended.

#### **ARTICLE 5 - CATEGORIES OF EMPLOYEES**

##### **Section 1 - Regular Employees**

- a) A regular employee shall be defined as one who is employed on a regular basis and is normally and customarily scheduled to work a normal week as defined herein.
- b) Any employee designated as a regular employee shall accumulate seniority and fringe benefits pursuant to the terms of this Agreement.

##### **Section 2 - Casual Employees**

- a) A casual employee shall be defined as one who is employed on a casual or intermittent basis from time to time as business conditions may require.
- b) The Company agrees that it will not intentionally reclassify employees from regular to casual

for the purpose of interrupting their seniority and/or fringe benefits pursuant to the terms of this Agreement.

- (c) If a casual employee works a minimum of twenty (20) hours per week, in the same classification, for two (2) consecutive weeks, the job will be posted as a regular job except for the Christmas season, when it may be three (3) weeks. In situations of this type, the casual employee will receive seniority credit for the two (2) weeks worked on a casual basis as well as credit for additional time worked in that position if the casual employee is the successful bidder.
- (d) Casual employees will receive seniority credit for benefit purposes providing the casual hours worked are at least twenty (20) hours in one (1) week and further provided that there is no break in service longer than one (1) week between the employee's casual work assignment and the employee's regular full-time assignment.

### Section 3 – Use of Temporary Workers

The Parties recognize that during peak season, when there are extreme staffing shortages, and employees have had the opportunity to maximize hours, there may be times when it is appropriate to utilize temporary workers. Prior to any temporary worker being utilized, the Company will meet with the Union to discuss the need and demonstrate that the bidding and posting procedures have been exhausted. All temporary workers hired will not be given any preferential rights, and will be housed at the Company's discretion. If, however, a temporary worker is utilized longer than two (2) weeks, they will be required to request housing in accordance with the established procedure. The position that the temporary worker is filling will continue to be posted in Human Resources until it is filled or until it is no longer needed.

### Section 4 – Definitions

Nothing contained herein above shall be interpreted to provide and/or prohibit any employees covered hereunder with a minimum or maximum work week. The number of hours scheduled and worked shall be determined by business conditions.

## **ARTICLE 6 - SENIORITY**

### Section 1 - Definition

Seniority shall be defined as length of service with the Company in the bargaining unit as defined in Article 1, Section 1.

## Section 2 - Break in Seniority/Credit Upon Rehire

- (a) Seniority shall be broken by discharge for just cause, retirement, absence of three (3) consecutive scheduled work days without notifying the Company (unless failure to notify results from good cause), absence from employment of one (1) year or more, or resignation.
- (b) An employee who resigns in good standing and is later rehired at the Company's option within one (1) year of resignation shall be given credit upon rehire for all seniority accrued at the time of resignation for all purposes, if prior service was no less than thirty (30) days.
- (c) An employee's seniority at the time of resignation shall count for bidding purposes if an employee seeks re-employment with the Company within one (1) year after resignation, but shall not constitute any guarantee of re-employment.

An employee who resigns from the Company shall, upon his/her request, be advised on his/her rehire status within five (5) working days of said resignation. Upon request, such information shall be supplied to and discussed with the Union, to the extent it is known at the time. However, nothing contained herein shall provide any employee any guarantee of re-employment beyond the terms and conditions set forth herein. The above provision is excluded from Article 22, Section 1, Step 4, Board of Adjustment and Step 5, Arbitration.

- (d) Employees who have been offered and accept positions in occupations outside the coverage of this Agreement shall retain all seniority which they had at the time of such transfer for a period of one (1) year following the transfer from the bargaining unit. If such employees return to the bargaining unit they shall be entitled to bid for vacancies under the provisions in Article 8, Section 1, contained herein.

Employees who accept management positions within YCS, but outside the jurisdiction of the bargaining unit, shall retain all seniority for a period of eighteen (18) months following transfer. If such employees return to the bargaining unit they shall be entitled to bid for vacancies under the provisions in Article 8, Section 1, contained herein.

However, such employees shall not be entitled to exercise their seniority for bidding rights into a position higher than the one they held within the unit from which they were transferred or promoted, except as provided in Article 8, Section 1 (a).

## Section 3 - Reduction in Work Force/Layoff

- (a) If the Company needs to lay off employees in a classification within a work unit, as defined in Appendix "B", employees shall receive a "Reduction in Work Force" form in the inverse order of seniority. That is, the least senior employee in the classification and work unit in which the reduction occurs shall be the first to receive such notice; provided, however, that such layoffs shall first be offered in order of seniority to employees in such classification and work unit who have requested a layoff, if there is no adverse effect upon the operation of the facility, as determined by the supervisor. Employees who are laid off from a classification as a result of

the application of this Section may exercise bumping rights as against less senior employees in other classifications within the work unit, as defined in Appendix "B", provided that merit and ability are adequate and that the employee has bargaining unit experience in the classification.

- (b) Upon layoff from a classification or work unit, an employee shall be required to bid on all comparable positions within the Company. A comparable non-tipping position is defined as a job no more than two (2) wage grades lower than the employee's position at the time of the layoff from a classification or work unit. A comparable tipping position is defined as another tipping position or a position four (4) or more wage grades higher than the employee's position at the time of the layoff from a classification or work unit. To convert daily paid positions to hourly equivalents for determining comparability, ski school (both cross country and alpine) rates shall be divided by six (6) hours and High Sierra Camp and Stable rates shall be divided by eight (8) hours. Employees may, but are not required to, bid on comparable positions more than twenty-two (22) miles from the work unit where the layoff occurred.

An employee who does exercise his/her bidding rights for all comparable jobs, but is not awarded such, shall be laid off from the Company. An employee who is awarded a comparable position may elect to use their seniority to request a voluntary layoff, provided there is a less senior qualified employee to fill the vacancy who has bid on the position. An employee will be considered as resigned if within the period of fourteen (14) days prior to or five (5) days after the employee is laid off from a classification or work unit, the employee declines all comparable jobs for which he/she is qualified or chooses not to exercise his/her bidding rights on all comparable jobs then posted for which he/she is qualified.

An employee awarded a bid shall be notified of the bid award within five (5) calendar days after the closing of the bid.

- (c) Employees on layoff shall not forfeit any rights accrued under this Agreement; likewise, such employees shall not accrue any rights during layoff.
- (d) Affected employees shall be given as much notice as possible of layoff, but no less than seventy-two (72) hours, except when such layoff is necessitated by unpredictable business conditions, actions taken by appropriate State or Federal agencies, or emergency.
- (e) In the event that positions are eliminated by the changing or closing of an existing unit, the Company will allow those individuals in the unit that were affected by the change to be classified in preference group one (1) for all same positions available for a period of one (1) year. The Company shall also recognize that more senior employees from the affected unit may "bump" less senior employees in other classifications for which they are qualified in the affected unit. The Company and the Union will attempt to place those employees affected by the closing or changing of the unit in comparable positions.

Prior to the closure or major reconfiguration of a work unit, the Company will notify the Union and meet with them to discuss the changes.

## ARTICLE 7 - PERFORMANCE EVALUATIONS

In order to ensure that employees are aware of how and to what extent, they are performing job duties, supervisors should informally evaluate employees on an ongoing basis. In addition, employees will be evaluated formally as a result of personnel transactions, including promotions, transfers, and re-assignments, pursuant to Article 8, Section 3(c).

Annual Evaluations - Annually, on the employee's anniversary date, the supervisor will prepare and discuss with the employee a written evaluation. Said evaluation will review the employee's performance over the past year, and will provide direction for areas of improvement, if any.

Seasonal Closures/Reduction in Workforce - Evaluations will be completed and reviewed with the employee prior to the unit's closure, or as soon as possible once seasonal reductions in workforce are determined.

If the evaluation is not completed in a timely fashion, or the employee is not afforded an opportunity to sign his/her evaluation, it shall not become a part of the employee's permanent record. If the evaluation is not completed in a timely fashion, the employee may submit his/her own self-evaluation for discussion. In addition, the employee may submit his/her written comments regarding the evaluation. The employee will be given two (2) weeks from the date of the evaluation to submit such written comments. If the employee does not provide written comments within two (2) weeks, his/her comments will not be included with the evaluation.

## ARTICLE 8 - FILLING OF VACANCIES/JOB POSTING

### Section 1 - Filling of Vacancies

- (a) In filling any vacancy in any bargaining unit position, the Company shall adhere to the following order of preference, with seniority determining the order of preference within each of the below listed groups, provided that merit and ability are adequate:
1. Applicants who, within one (1) year of the date that the vacancy occurs, worked in the classification and work unit where the vacancy occurs, and who were either on a leave of absence, were laid off, moved to another position in the bargaining unit subsequent to layoff, or who were transferred to a position outside the bargaining unit but with the restrictions as outlined in Article 6, Section 2 (d), or employees who resigned consistent with Article 6, Section 2 (b) or (c) and (d).

2. Applicants currently working in a Level II position, as defined in Appendix "B", in the work unit where the vacancy occurs; applicants who within one (1) year of such date worked in a Level II position in the work unit where the vacancy occurs and who were *either on a leave of absence, were laid off, moved to another bargaining unit position subsequent to layoff, or resigned consistent with Article 6, Section 2 (b) or (c) and (d);* and applicants who have been laid off from a position in the same classification in a different work unit in the event that such work unit has closed.
3. All other applicants who within one (1) year of the date that the vacancy occurs have worked in any bargaining unit position.
4. All other applicants.

### Section 2 - Seasonal Work Units

- (a) Notwithstanding Section 1 above, in filling any vacancy in a seasonal work unit, first preference shall be given to applicants who worked for the major part of the previous season in such position, with seniority determining the order of preference within such group of employees, provided that merit and ability are adequate.

### Section 3 - Qualifying for Positions

- (a) Except for seasonal positions of shorter duration, all employees successfully awarded a new position are required to remain in the new position for a minimum of 120 days before being allowed to transfer to another position, except:
  - 1) In order to bid on a career advancement position within the bargaining unit upon the approval of the unit General Manager, or
  - 2) After thirty (30) days to bid on a position within the same work area in which the employee is currently working as defined in Appendix C.
- (b) Said employees shall be provided with on-the-job training to acquaint them with the duties of the position.
- (c) The Company shall be required to evaluate upon thirty (30) working days any employee who bids for and is awarded a position under this Article. Should the employee fail to qualify for the new position by the end of the thirty (30) working day period, he/she shall have an additional fifteen (15) working days to qualify for the position. During this period, the employee will be scheduled as necessary to ensure adequate training, which may not be by seniority. If the employee is adequately trained prior to the conclusion of the thirty (30) day period, they will be scheduled according to the provisions outlined within the contract. Should the employee fail to qualify for the new position by the end of the forty-five (45) working day period, he/she shall have the opportunity to return to a position similar to the previously held position if such position is available, without loss of seniority and without changes in his/her

previous wage rate. However, if there is no work available in such position, such employee shall be included in the first bidding group, as defined in Section 1(a) (1) of this Article, in bidding for vacancies in similar positions.

- (d) Employees who are reassigned between Yosemite Valley and either Wawona, Tuolumne Meadows, White Wolf, or the High Sierra Camps shall be permitted three (3) unpaid days off, if requested, to complete the move. Such requests should be submitted to the Manager of Employment or his/her designee.

Section 4 - Job Posting

All "Level II Position Postings" delineating qualifications and rates of pay shall be conveniently located at the Human Resources Department. The Company will provide one (1) copy of the "Level II Position Postings" to the Union or its designee. "Posting Announcements" listing Level II positions and their wage grade, as defined in Appendix "B," shall be conspicuously posted at the Human Resources Department for a period of at least three (3) business days before being filled, and as early as possible at all the work units.

All employees shall be eligible to bid on Summer positions and Badger Pass positions as defined in Paragraph 4.

Notwithstanding the first paragraph, if unexpected changes in business conditions necessitate the immediate filling of a position during the peak hiring period of Easter through June, and for those work units which close on or before October 1, (High Sierra Camps, Tuolumne Meadows, White Wolf), the months of August and September, the three (3) business day posting requirement shall be waived, and the closing date for bids on such vacancy shall be "as soon as possible". Such position shall be awarded to the most senior qualified employee who submits a bid within the requisite time period and is available to report for work.

Initial vacancies for seasonal Spring-Summer positions shall be posted for the entire week of the first full week of December of each year. Any such positions, if not awarded by April 1st of each year, shall be re-posted on April 1 and awarded as per Article 8, Section 1 (a). Initial vacancies for Badger Pass shall be posted on or about the 15th day of September of each year. Any such positions not awarded by November 15th shall be re-posted on November 15 and awarded as per Article 8, Section 1 (a).

Job vacancies in Level I positions need only be posted prior to the opening of the work unit, however, the Company will post at Human Resources a list of currently available Level I positions.

The Company reserves the right to post seasonal employment opportunity bids which will include job duration with the bids. Regular employees may bid on bargaining unit seasonal opportunities and return to the year-round position they vacate at the end of the season. In order to preserve the right to return to a vacated position the regular employee must remain in the seasonal position for the duration of the bid. Vacancies created by regular employees filling seasonal bids will be filled on a seasonal basis.

## Section 5 - Bidding

Written requests (bid forms) for transfer to a position for a specific classification and a specific work unit may be submitted in advance to the Human Resources Department and shall constitute an "Advance Bid" for such employees who have completed sixty (60) days of employment. The Company shall maintain a file of such requests. Such bids shall remain valid for six (6) months or until such time as an employee is awarded a position when all previous bids submitted by the employee would automatically cancel. However, upon cancellation, the employee may "Advance Bid" for other classifications. Nothing contained herein shall prevent the Company from filling any vacancy on a temporary basis pending completion of the above procedure.

## Section 6 - Modified Alternative Work Program

Injured employees who agree to participate in the "Modified Alternative Work Program" may be offered a temporary assignment by the Company for a period not to exceed four (4) weeks; such assignments are subject to the applicable laws and regulations governing injured employees.

## Section 7 - Transfers

The Company will endeavor to release employees in a timely manner (e.g. within two weeks) upon being awarded a new position. Should staffing levels preclude this, the new position will be held until the employee can be released.

In the event of an unexpected unit/department closure, the effected employees will be given the option of being reinstated to their former position upon re-opening of the unit/department.

# **ARTICLE 9 - HOURS OF WORK AND PREMIUM PAY**

## Section 1 - Definition of Terms

Work week as used in this Article shall mean and consist of the seven (7) day period beginning at 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday.

Work day as used in this Article shall mean and consist of a twenty-four (24) hour period beginning at 12:01 a.m. on the particular day and ending at 12:00 midnight on the same day.

## Section 2 - Overtime Rates

- (a) *Employees shall be paid at the rate of one and one-half (1½) times the straight time hourly rate for all work performed in excess of eight (8) hours in any shift or work day, or in excess of forty (40) hours within the work week.*

- (b) Employees shall be paid at two (2) times the straight time hourly rate for all work performed in excess of twelve (12) hours in any shift or work day or on the seventh (7th) consecutive day.
- (c) Employees of the Housekeeping Departments and Kitchens shall receive one and one-half (1½) time the straight time hours rate for all hours worked on the 15th and each subsequent consecutive day worked.
- (d) In computing overtime premiums for employees who regularly receive meals and/or lodging as part of compensation, cash values for the meals and/or lodging are added to the base rate before computing overtime rates.
- (e) Payment of overtime rates shall not be duplicated for the same hours worked under any of the terms of this Agreement.
- (f) The employees of any unit may elect a compressed work week (four ten-hour days) provided operational requirements are met and in accordance with provisions of the appropriate Industrial Welfare Commission Wage Order(s).
- (g) Employees who are paid on a daily wage shall be paid two (2) times the daily rate for the seventh (7th) consecutive day.

### Section 3 - Shift Differential

Night shift employees shall receive a wage differential of seventy-five cents (75¢) per hour for the life of this agreement.

The night shift premium shall be paid for all hours between 12:00 midnight and 8:00 a.m., provided that when one-half (½) or more of the shift is worked between these hours, the night shift premium will be paid for the entire shift. However, no night shift premium will be paid to employees who begin their shift at 6:00 a.m. or later.

### Section 4 - Split Shift Differential

A split shift shall be defined with a break of more than one (1) hour which is a non-paid, non-worked, non-rest break between the beginning and the end of a work shift. An employee who works a split shift, as defined herein, shall be paid a premium for such split shift. The premium which applies for the life of this Agreement is six dollars and seventy-five cents (\$6.75) per day.

A meal period will not count as a split shift break for the purpose of this Section, except when joined with a split shift break as defined above. It is recognized that the purpose of split shifts is to meet operational requirements. "Triple splits" will not be instituted except to meet a bona fide emergency.

Fresno Reservations employees may waive their right to the split shift differential for a period not to exceed one year. Such waiver must be in writing and may be renewed.

### Section 5 – Training Differential

The parties agree that any individual who is utilized to perform on the job training, in accordance with the Company's letter of intent regarding training, will receive a wage differential of fifty cents (\$0.50) for each hour they spend conducting training.

### Section 6– Scheduling

- (a) Weekly schedules of starting times, days off, and when practicable, quitting times, shall be posted by the Company as early as possible, normally by noon on Thursdays, but in no event later than the close of business on Thursdays. The close of business shall be defined as midnight in the units that are open 24 hours. Employee's schedule requests will also be submitted as early as possible. All requests must be submitted before the close of business on Monday prior to the week of the request. Once the schedule has been posted it shall not be changed except in cases of absenteeism or a substantial fluctuation in business conditions. The Company shall, whenever possible, notify employees at least 8 hours in advance of such schedule changes. Upon request, the supervisor shall provide an explanation of the need for such change.
- (b) Overtime hours, work in excess of five (5) days in a workweek, and split shifts shall be offered in order of seniority. In the event that the more senior employees decline to accept such assignment, the Company will assign such work to the least senior qualified employee. The Company will use its best efforts to rotate such assignments on an equitable basis.
- (c) Employee work schedules cannot be changed by the employee without supervisory approval. However, if an employee does request such a change, the supervisor will not unreasonably withhold approval if a suitable replacement can be found.
- (d) If an employee is scheduled to work and is absent for any reason, the Company will use its best efforts to secure a replacement for such employee.
- (e) The Company will attempt in good faith when writing the weekly schedules described in (a) above, to schedule by seniority and to give no less than ten (10) hours off time between shifts.
- (f) Individuals commuting into Yosemite who, as the result of an unexpected road closure, drive around to report to work, will be paid from the beginning of their scheduled shift for the first day of the closure only. Employees must work to the conclusion of their shift to be paid for the entire day. In the event of a road closure, Management will make its best effort to find suitable replacements in Yosemite Valley. If an employee lives outside the Park and is required to drive around the closure, the Company will provide them with overnight housing and meals at no cost to the employee.

### Section 7 – Days Off

- (a) The normal work week for hourly paid employees shall consist of any five (5) consecutive

days out of seven (7) days followed by two (2) consecutive days off. Employees' regularly scheduled days off shall not be changed without their agreement unless necessitated by operational requirements. Upon request the supervisor shall provide an explanation of the need for such change.

- (b) The Company shall use its best efforts to grant a reasonable number of days off to daily paid employees who request such days off, except when operational requirements necessitate otherwise.

#### Section 8 - Reporting Pay

Each day an employee is required to report for work and does report, but is not put to work or is furnished with less than half of the employee's usual or scheduled day's work, the employee shall be paid for half of the scheduled day's work, but in no event less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay. If the employee is required to report for work a second time in any one day and is furnished less than two (2) hours on the second reporting, he/she shall be paid for two (2) hours at the employee's regular rate of pay.

The reporting time pay provisions contained above are inapplicable when operations cannot commence or continue due to circumstances totally beyond the Company's control.

Employees who report to the Badger Pass bus but who are sent home through no fault of their own shall receive reporting pay as outlined above if the bus leaves Yosemite Valley but is unable to reach Badger Pass. Employees driving their own vehicle to Badger Pass and are turned around at Chinquapin shall receive reporting pay, provided they make contact with a Badger Pass Manager and Badger Pass does not open that day. Badger Pass employees who actually report to work at Badger Pass shall not suffer a reduction in pay for scheduled hours if the operation opens late due to inclement weather. Scheduled employees who report to work at the Ice Rink and are sent home due to weather conditions will be paid reporting pay in accordance with the provisions outlined herein.

#### Section 9 - Work Load

The Company shall use its best efforts to distribute the work load equitably among the employees within all work units.

#### Section 10 - Bargaining Unit Work

Bargaining unit work shall be performed by hourly employees. The Company will at all times endeavor to utilize bargaining unit employees. In the event of extreme business volume, extreme staffing shortages and training and development, management may perform bargaining unit work for periods of short duration. Management will also endeavor to empower bargaining unit employees to assist in the effective delivery of guest service. Should the Company determine that business conditions require only one person is needed to staff a unit, management will meet with the union to discuss a mutually agreeable remedy to the situation. Under no circumstances shall management perform bargaining unit work for the sole purpose of reducing labor hours.

### Section 11 - Rest Periods and Meal Periods

- (a) Rest periods shall be based on the total hours worked daily at the rate of fifteen (15) minutes for each four (4) hours worked, or major fraction thereof. Wherever practicable, the rest period should occur during the middle of each work period. However, a rest period need not be authorized for those employees whose total daily work time is less than three and one-half (3½) hours. If continuous operations are required in the job concerned and it is mutually agreeable between the supervisor and the employee that the employee work through such rest period, such employee shall receive pay at time and one-half (1½) for such period.
- (b) Employees shall be provided with an unpaid meal period of no less than thirty (30) minutes, and no more than sixty (60) minutes, in duration for each shift of five (5) consecutive hours or more. If an employee is required to perform any work during such meal period, then such employee shall receive pay for the full duration of such meal period.
- (c) Lift/slope workers shall receive adequate time added to the thirty (30) minute meal period to allow for travel up and down the slope.

### Section 12 - Daily Time and Attendance Records

A copy of the daily swipe times, hours worked and classifications worked shall be conveniently posted daily at every work unit for employees' review.

## **ARTICLE 10 - WAGES AND CLASSIFICATIONS**

### Section 1 - Schedule of Wages

The wage scales and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Agreement and shall be made a part thereof.

### Section 2 - Premium Conditions

*It is understood that the provisions of this Agreement relating to wages, hours, and other terms and conditions of employment are intended to establish minimum terms only and that nothing herein shall prevent the Company, at its discretion, from providing for any individual better terms and conditions of employment than those herein provided.*

### Section 3 - Paychecks

All wages shall be paid on the basis of weekly periods. Paychecks shall be made available on Friday of each week. Straight time wages, overtime wages, and other premium pay shall be itemized on each paycheck and any deductions shall also be noted.

If the Company revises its payroll computer system, it is understood and agreed that such computer revision will reflect separately itemized on the paycheck voucher the following items: straight time wages, time and one-half (1½), double time (2x) wages, other premiums or differentials, and deductions possible within the capabilities of the system.

#### Section 4 - Work in a Different Classification

Any employee who is assigned to perform more than one (1) hour's work in a different classification shall receive the rate of pay of the higher classification for all hours worked in the higher classification. In cases where an employee is assigned to a position that is in a higher wage grade, the employee shall be paid at the rate of the higher classification, in the same manner as the employee would receive if promoted to that classification (see Appendix "C"). In cases where an employee is being assigned to a position in a lower wage grade, the employee will maintain his/her present rate of pay. However, in such cases where an employee in a higher classification is being assigned to a tipping position, such employee shall be paid the appropriate rate of the tipping classification. Daily paid employees who are assigned to perform work in a higher classification shall be paid the rate of pay for the higher classification from the first day so assigned.

In such cases where it is necessary to assign employees to perform work in a different classification, such assignment shall be offered in order of seniority to qualified employees in the work area as defined in Appendix "C". In the event that the more senior employee declines to accept such an assignment, the Company will assign such work to the least senior qualified employee in the work area. In the event there are no available qualified employees in the work area, such assignments shall be made from outside the work area. However, nothing contained herein shall prevent the Company from filling a temporary position in any of its facilities which is necessitated by operational requirements on a given shift.

In such cases when it is necessary for an employee to be scheduled in the place of a manager, the employee will receive a wage grade no less than one (1) wage grade higher than what he/she is currently being paid.

#### Section 5 - Tips and Gratuities

All gratuities on banquets, conventions, prepaid tours, and other functions shall be distributed in traditional proportions among all employees working said functions who are traditionally paid such gratuities (including employees who participate in set-ups for such functions). Gratuity sheets and data sheets reflecting the amount and distribution of gratuities for each such function shall be made available in the appropriate work unit and payroll department for the review of the employee and the Union. The Company shall keep a record of gratuities, i.e., "Departmental Operations Instruction" and "Touring Group Advices" for a four (4) week period, and such record shall be made available for the review of employees upon request. Unit managers shall, when known by the Company, advise the employees assigned which classifications shall be receiving tips and gratuities for upcoming group functions.

All gratuities, once authorized by the group leader, shall be paid to employees in the next payroll period after which they were received. In the event that an employee does not receive his/her gratuities on time, the employee shall notify Management and the gratuities shall be put on the next paycheck. On the second and each subsequent occasion that a gratuity is missed within a rolling year, said employee will receive an additional five dollars (\$5.00) for each week that the gratuity payment is late. It is the responsibility of the employee to notify Management of the untimely payment of gratuities. Credit card and room charge tips shall be paid to employees at the end of the shift during which they were received or no later than the next shift.

American Meal Plan Tickets: When American Meal Plan tickets are used in The Curry Village Buffet, The Food Court or The Loft, the Company agrees to distribute the pre-paid gratuity to the employees in those units working the shift in which the ticket was received.

Upon the Union's request, the Director of Human Resources shall meet annually with the Union representative to discuss Bellman, Room Service, AP and other Gratuities.

### Section 6 – Job Description

If at any time during the life of this Agreement, the Company develops sanctioned job descriptions, such job descriptions shall be forwarded to the Union for discussion and recommendations. If a sanctioned job description exists or is developed for any classification, a copy shall be made available to the Union and to employees in such classification upon request.

### Section 7 - New Classifications

The Company agrees to negotiate with the Union an appropriate rate for any new or substantially changed classification in the existing Agreement. However, it is understood that any such negotiation for a new classification will be predicated on the fact that such changes may result in an increased or decreased hourly rate dependent on the functions of the new classification.

### Section 8- Kitchen Intern

In order to develop the culinary strength within the Company, the position of Kitchen Intern will be utilized in the major property kitchens. Requirements for this position include active enrollment in an accredited culinary program. The intent is that the intern would rotate through kitchen assignments, learning the different stations. The intern position would not be a replacement for normal hourly staff, but rather an additional position. Existing employees who meet the position requirements would be open to apply for consideration in the program. The kitchen intern would be under the direction of the Corporate Chef, or property Chef.

The Company will pay the kitchen intern as outlined in this agreement, and the intern position will be subject to all other provisions of the current Collective Bargaining Agreement except scheduling as necessary to meet the program requirements and objectives outlined above.

## ARTICLE 11 - HOLIDAYS

### Section 1 - Recognized Holidays

The following holidays shall be recognized as holidays with pay:

New Year's Day  
President's Day  
Memorial Day (see Section 2 (e), Eligibility)  
July 4th (see Section 2 (c), Eligibility)  
Labor Day (see Section 2 (d), Eligibility)  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
The Employee's Birthday

### Section 2 - Eligibility

A regular employee shall be eligible for holiday pay provided that:

- a) Both adjacent regularly scheduled working days must be worked or excused by the area supervisor and if an employee is scheduled to work on the holiday, the employee must work as scheduled or be excused by the area supervisor.
- b) The employee must be classified as regular on the holiday in question.
- c) As regards to the July 4th holiday, the employee must have one (1) year seniority within the bargaining unit as defined in Article 6, Section 2 to be eligible for pay.
- d) As regards to Labor Day, the employee must be at Step Two or higher in the wage matrix to be eligible for this holiday.
- e) As regards to Memorial Day, the employee must have five (5) or more year's seniority within the bargaining unit as defined in Article 6, Section 2, to be eligible for pay.

### Section 3 - Holiday Pay

All regular hourly employees will be paid eight (8) hours pay at the straight time rate for each holiday for which they are eligible and all daily paid employees will be paid their daily rate for each holiday for which they are eligible. If an employee is required to work on such holiday, or if the holiday falls on the employee's regular day off, he/she shall have the option to receive an additional day off to be taken on a mutually agreed upon date within sixty (60) calendar days of the holiday.

#### Section 4 - Holiday Scheduling

Holiday staffing shall be based upon the employees' preferences according to seniority provided the employee has given the Company written notice of his/her preference at least ten (10) days in advance of the holiday, and provided that there is no adverse impact on the operations of the work unit.

### ARTICLE 12 - VACATION

#### Section 1 - Vacation Accrual

- (a) During the first four (4) years of employment, eligible employees shall earn a vacation credit of five-sixths (5/6ths) of a day for each month of employment. The maximum amount of vacation that may be taken each year through the fifth (5th) year is two (2) weeks (ten (10) working days).
- (b) During the fifth (5th) through ninth (9th) years of employment, eligible employees shall earn a vacation credit of one and one-quarter (1¼) days for each month of employment. The maximum amount of vacation that may be taken each year during the sixth (6th) through tenth (10th) years is three (3) weeks (fifteen (15) working days).
- (c) During the tenth (10th) and subsequent years of employment, eligible employees shall earn a vacation credit of one and two-thirds (1 2/3) days for each month of employment. The maximum amount of vacation that may be taken each year during the eleventh (11th) and subsequent years is four (4) weeks (twenty (20) working days).

#### Section 2 - Vacation Pay

Employees' vacation pay shall be equal to forty (40) hours pay at the straight time hourly rate for each vacation week.

Employees receiving meals as part of compensation shall be entitled to the cash equivalent of meals while on vacation if such employees wish to go off meals for such period. Hourly rates with meals shall be increased by the appropriate value before the hourly rate for vacation pay is computed for such employee. Employees who wish to remain on meals during their vacation period shall receive vacation pay with normal meal deductions. No cash equivalent shall be authorized for lodgings received as part of compensation.

Employees' vacation paychecks shall be made available on the payday immediately preceding scheduled vacation.

### Section 3 - Vacation Period

- a) Employees shall become eligible to take vacation upon accrual of one (1) year of seniority as defined in Article 6, Sections 1 and 2. Employees must take at least two (2) weeks of earned vacation annually. However, upon written application at least fourteen (14) days in advance of forfeiture, an employee covered under Section 1 (b) of this Article may receive cash payment for one (1) week of earned vacation; and an employee covered by Section 1 (c) of this Article may receive cash payment for two (2) weeks of earned vacation. Vacations are not cumulative and will be forfeited if not taken within one (1) year after being earned except that the Company will not unreasonably deny late requests for vacation cash payments.
- b) Due to the seasonal operations of the Company and the varied peak operating periods of the different departments, vacations are normally permitted only during periods of minimum operating requirements. Ordinarily, no vacations are granted between December 23 and January 1, or between May 1 and June 1, or August 15 and September 30. Any exceptions to this policy must be approved by the Company, subject to the following:

Any vacations granted at the option of the Company during such peak periods shall first be granted, in order of seniority, to employees who have submitted requests for vacation during such period three (3) months or more in advance, and then, in order of seniority, to other employees requesting such vacation, provided however, that no adverse effect on the operation of the facility shall result from the application of this procedure.

Employees who wish to take their vacation during non-peak periods shall be scheduled for vacation on a first come, first serve basis.

- (c) Employees eligible to take vacation may take vacation one (1) day at a time, but shall not receive such vacation pay in advance of the vacation day.
- (d) Upon written application at least 14 days in advance, employees may elect to carry over into the next anniversary year one week of vacation that must be used in that anniversary year. An employee covered under Section 1(a) may take advantage of this provision.

### Section 4 - Termination of Employment

- (a) Every regular employee covered hereunder who has been in the employ of the Company for at least twelve (12) months and whose employment is terminated for any reason will be paid a pro rata vacation with pay, provided that any lapse of service within the twelve (12) month period is caused by illness, disability, or layoff only, but not resignation or discharge, except as consistent with Article 6, Section 2. However, eligible employees whose employment is terminated due to lay-off or who have been referred to Human Resources as a Reduction in Workforce at the end of the season will have the option of having their accrued vacation remain as accrued for a period not to exceed twelve (12) months from time of resignation or lay-off.

- (b) In pro rating vacation upon termination, only full calendar months will be counted. In calculating months, time will be counted from a particular date in one month to the date in the following month, e.g. January 15 to February 15 shall be considered one calendar month.

## ARTICLE 13 - SICK LEAVE

### Section 1 - Accrual

All regular employees shall accrue sick leave at the rate of seventy-five percent (.75) of one (1) day per month of service, and up to a maximum of forty-five (45) days, and shall become eligible to use sick leave upon accrual of one (1) year of seniority as defined in Article 6, Sections 1 and 2.

### Section 2 - Payment

- (a) Pay for sick leave shall be at the employee's straight time rate. Payment in one (1) hour increments, not to exceed eight (8) hours per day, shall be allowed for medical reasons. Payment for a full day's sick leave shall be eight (8) hours. Payment shall also be allowed for an employee's absence in cases where his/her dependent child is ill or when an employee's spouse is confined to a hospital or undergoing outpatient surgical treatment.
- (b) An employee who accumulates the maximum allowable sick leave, forty-five (45) days (360 hours), and who continues to maintain excellent attendance in the year(s) following maximum accumulation, shall receive a "Good Attendance Bonus", provided the employee is absent from work three (3) days or less in any such year. The Good Attendance Bonus shall equal twenty-five percent (25%) of all unused sick leave hours over the maximum accumulation during any such one (1) year period.

### Section 3 - Integration with State Disability and Workers' Compensation

If an employee is eligible for State Disability Insurance benefits, Company paid sick leave shall be reduced by the amount of the State Disability Insurance benefit the employee is eligible to receive. Payments received in the form of basic State Disability Insurance benefits shall not be charged against the employee's accumulated sick leave.

If an employee is eligible for Workers' Compensation Temporary Disability payments, the same method of integration with Company paid sick leave shall apply as in the preceding paragraph.

### Section 4 - Doctor's Certification

Medical doctor's certification of illness or injury or need for treatment may be required before any sick leave payments are made. Such requests will only be made in cases where the Company has reasonable doubt as to the validity of the sick leave claim and/or the health of the employee.

## Section 5 - Funeral Leave

Funeral leave is defined as absence from work to arrange for or attend the funeral of a member of the employee's immediate family.

1. Eligibility. An eligible employee shall be entitled to up to three (3) consecutive work days from the date of death to the day after the funeral with pay. A regular employee, as defined herein, shall be eligible if he/she has accrued at least one (1) year of seniority as defined in Article 6, Section 2.
2. Definition. Immediate family means spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-children, step-parents, or legal guardian.
3. Extended Time. Eligible employees required to leave the state to attend a funeral in another state will be entitled to, upon request, two (2) additional days leave with pay to assure proper travel time and attendance at the funeral.
4. Employees not meeting the eligibility criteria set forth above shall be entitled to time off, without pay, consistent with the provisions contained herein.

## Section 6 - Jury Duty

A regular employee who is subpoenaed to serve as a juror and who is thereby absent from regularly scheduled work shifts shall receive his/her straight time pay less his/her fees received from the court. Mileage reimbursement received from the court is not considered in making deductions from the pay.

It is understood that an employee who is excused from having to serve as a juror will contact his/her unit supervisor and, in cases of operational need, the employee may be required to complete the hours remaining within the scheduled work day. Supervisors will use reasonable judgment in the application of this process.

# **ARTICLE 14 - LEAVES OF ABSENCE AND PERSONAL ABSENCES**

## Section 1 - Definition

A leave of absence shall be defined as any approved absence without pay that is not less than ten (10) working days. A personal absence shall be defined as any approved absence without pay that is less than ten (10) working days.

## Section 2 - Requests

All requests for leaves of absence shall be in writing on "Request for Leave" form. Approvals shall be contained on the form as indicated. Personal absences shall be arranged for verbally. Any extension of a leave of absence beyond the period initially arranged for shall require submission of an additional written request, which must also be approved.

## Section 3 - Medical Leaves of Absence

Any employee who has completed his/her probationary period shall be entitled to a leave of absence on proper proof that he/she needs it because of industrial injury or illness, physical disability, or pregnancy. The duration of such leave shall be determined by the needs of the employee as evaluated by the employee's physician; however, the Company reserves the right to have the employee examined by its own physician. Medical leave shall initially be granted for a period of up to one (1) year. Such leave shall be extended to eighteen (18) months on a showing the employee is *reasonably expected* to return to work within that period. Any such medical leave may be further extended by mutual agreement of the Company and the employee. The Section shall not affect the definition of physical disability for insurance purposes.

*Employees who have worked for the Company a minimum of one year and have worked at least 1,250 hours during the 12 months prior to the leave are entitled to a total of up to 12 weeks unpaid leave in a 12-month rolling period under the Federal Family and Medical Leave Act ("FMLA"). The 12-month rolling period is measured backward from the date an employee uses FMLA leave.*

FMLA may be granted upon the request of the employee:

- For the birth of a child and to care for the new child,
- For adoption of a child or placement of a child with the employee for foster care,
- In order to care for a spouse, son, daughter or parent with a serious health condition; or
- Due to an employee's own serious health condition, if such condition prevents an employee from performing one or more of the essential functions of his/her position.

FMLA is administered in accordance with all regulations contained with the Act. Any earned sick leave and/or vacation may be paid while on FMLA, as applicable based on the circumstances of the leave.

The California Family Rights Act (CFRA) and California Pregnancy Disability Leave Act (CPDL) are administered in conjunction with FMLA and may run concurrently with FMLA.

## Section 4 - Other Leaves of Absence

Any employee who has completed one (1) year of employment may request a leave of absence of up to ninety (90) days. *Due to the seasonal nature of the business, the practice will be to permit such leaves only as consistent with the Company's operating requirements, recognizing that*

occasional situations do occur justifying exceptions. Such leaves may be granted for such reasons as to respond to emergency situations and to provide additional time off with vacation. Such leaves of absence shall not be unreasonably denied. Leaves of absence shall not be granted in connection with other gainful employment. Any gainful employment during leaves of absence shall subject an employee to discharge.

#### Section 5 - Personal Absences

If an employee requests a personal absence, the supervisor will not unreasonably withhold approval. Any gainful employment during personal absences shall subject an employee to discharge.

#### Section 6 - Non-forfeiture of Accrued Rights

By reason of leave of absence, an employee shall not forfeit any rights accrued under this Agreement; likewise, an employee shall not accrue rights during any such leave, with the exception of leaves because of industrial illness or injury, in which case seniority shall continue to accrue. All rights shall continue to accrue during personal absences.

#### Section 7 - Return to Duty

If, upon return, there is no work available in the employee's former position, such employee shall be included in the first preference group, as defined in Article 8, Section 1(a)(1), in bidding for vacancies in similar positions. However, an employee with ten (10) years of seniority or more will be returned to their same position upon returning from an approved medical leave of absence.

#### Section 8 - Military Service

The parties agree that the provisions of the Military Selective Service Act, as amended, will apply with respect to re-employment rights of veterans.

#### Section 9 - Union Leave of Absence

The parties agree that the Union may request a leave of absence for its members, not to exceed three (3) months, to participate in Union business.

### **ARTICLE 15 - MEALS, HOUSING AND RECREATION**

#### Section 1 - Employees' Housing Rights

- (a) An employee shall be informed he/she has the right to have a Union Representative present at any meeting regarding housing with supervisors or management representatives when such meeting is or may be disciplinary in nature.

- (b) Housing Area Reports and action to remove an employee from housing shall be considered discipline and therefore subject to the grievance procedure, excluding Step 4, Board of Adjustment and Step 5, Arbitration. Housing disciplinary documents shall be subject to the same procedures as outlined in Article 21, Section 4 that pertain to other disciplinary documents.

### Section 2 - Fire and Safety Inspections

Periodically the Company will conduct fire and safety inspections of employee housing. Employees shall be notified in writing of the date and approximate time, at least seventy-two (72) hours in advance of these inspections; however, where possible the Company will use its best efforts to give a seven (7) day advance notice; if the employee wishes, he/she may be present during this period. Employees' rights and privacy and property shall be protected and preserved during such inspections. The Company will make its best faith effort to consolidate housing inspections.

### Section 3 - Leaving Employee Housing

Upon resignation, discharge or layoff, an employee shall have no less than seventy-two (72) hours to check out of housing. This period begins on the effective date of the resignation or layoff, or upon the determination of the Step 2 or Step 3 grievance meeting. It may be extended upon mutual agreement with the Human Resources Division Representative or his/her designee.

## ARTICLE 16 - HEALTH PLAN AND BENEFITS AND PENSION

### Section 1 - Health Plan and Benefits

- (a) Eligibility – In order to be eligible for participation in the Company sponsored medical plan an employee must have completed one hundred fifty (150) cumulative days of employment. Participation in the Company sponsored dental and vision plans will be based on completion of one (1) year of cumulative employment. Eligibility in the medical, dental and vision plans is also contingent upon being paid for twenty-five (25) hours per week, averaged on a quarterly basis. Should an employee be on an approved leave of absence, and previously been eligible for benefits, their eligibility will be preserved subject to the provisions of this agreement and applicable law. Employees shall have the ability to maximize their hours for benefit eligibility in accordance with the current contract language. Documented time spent by the Union leadership and stewards on sanctioned union business shall contribute towards eligibility not to exceed forty (40) hours credit per week.

- (b) During the life of this Agreement, for all employees the Company shall provide the defined SEIU pension plan, and offer on an optional basis, group medical insurance and other benefits at the rates of employee/employer contributions set forth in subsection (b). For all employees, regardless of their initial hire date, life insurance will be optional for employees who elect group medical insurance. The Company will pay for the entire premium cost of the first \$10,000 in Group Life Insurance coverage for employees who elect group medical insurance. Additional Group Life Insurance may be purchased at the employee's option at the provider's rate to the Company.

These benefits include:

1. Accident Medical Plan
2. Comprehensive Medical Insurance
3. Voluntary Accidental Death and Dismemberment Plan
4. Dental Insurance
5. Vision Insurance
6. SEIU Pension Plan
7. Group Life Insurance

(c) Employee/Employer Contributions

1. Accident Medical Plan (100% Employer Paid)
2. Comprehensive Medical Insurance (25% Employee/75% Employer)
3. Voluntary Accidental Death and Dismemberment Plan (100% Employee Paid)
4. Dental Insurance (25% Employee/75% Employer)
5. Vision Insurance (25% Employee/75% Employer)
6. SEIU Pension Plan (100% Employer Paid)
7. Additional Group Life Insurance (100% Employee paid at provider's rate to the Company)

The Company will offer both Blue Shield Health Insurance and Health Net Plan B1 with a ten dollars (\$10.00) pharmacy card. The Company reserves the right to shop for a new plan and/or drop the existing plan(s) if either plan exceeds a 10% annual increase.

The Company will meet with the Union to discuss in good faith the shopping and evaluation of alternative health care plans when the percentage increase is exceeded.

- (d) The Company reserves the right to terminate these particular plans at any time, provided it replaces such plans with equivalent benefits to active employees.
- (e) Notwithstanding the above, there will be no changes in benefits for active employees without prior discussion and approval of the Union.

## Section 2 - Pension

The Company will contribute the appropriate rate on employees who work over one thousand (1,000) hours within a calendar year. For new employees, contributions shall be paid after the employee has worked one thousand (1,000) hours in a calendar year, and it shall be retroactive back to the first hour worked in that calendar year.

<u>Effective Date</u>	<u>Contribution Rate</u>
January 1, 2003	\$.31 per hour
January 1, 2004	\$.35 per hour
January 1, 2005	\$.40 per hour

## ARTICLE 17 - UNIFORMS AND EQUIPMENT

- (a) When the Company requires employees to wear uniforms, such uniforms shall be provided and maintained by the Company. The term uniform shall include wearing apparel and accessories of distinctive design or color.
- (b) When tools or equipment are required by the Company, such tools and equipment shall be provided and maintained by the Company for employees whose hourly rate is less than twice the minimum wage. The Company may require a reasonable deposit as security for the return of such tools and equipment.
- (c) Employees shall be allowed to purchase all tools of the trade required by the Company or necessary to the performance of the job at wholesale cost, when practicable.
- (d) All items furnished by the Company shall be returned by the employee when he/she leaves active employment. In such cases where an employee fails to turn in items issued to him/her during his/her employment, the Company shall be authorized to deduct from the employee's wages, or any monies due him/her at the time of termination, reasonable replacement costs of such items, taking into consideration the normal wear and tear. The Company may require a reasonable deposit as security for the return of such items.
- (e) The Company shall maintain an adequate supply of foul weather gear which shall be provided when needed to employees required to work outside during inclement weather.

Such employees shall be allowed to purchase one (1) pair of cold weather boots each calendar year at cost plus 10%, plus the applicable sales tax, in accordance with the guidelines and procedures established by the Company. The Company will select and offer high quality type boots and less expensive type boots for the employees to choose from each year. Such list shall include the Sorel "Caribou".

- (f) The Company will work with suppliers to arrange for competitive pricing on culinary tools which will be made available for employee purchase at the Company cost.
- (g) Every work unit will establish a tool and equipment log and will post such log in a convenient location. The purpose of this log is for employees to record equipment and/or supplies needed and note equipment needing repair. Management will provide a written response as to the course of action being taken for each item listed on the log within two (2) weeks of an item being placed on the log. Each major property within the Company will establish an advisory board to discuss tool and equipment needs on a monthly basis. The Company will present their plans for the purchase of different tools and/or equipment to the advisory boards prior to their purchase to seek input and ensure usefulness.

At the June Labor/Management meeting, the Company and the Union will review the tool and equipment needs identified by the advisory boards so they can be included in the budget process for the upcoming year. Seasonal work units will submit their requests for tools and equipment at the end of their season. Units which do not have functioning advisory boards may submit their needs for tools and equipment to the Labor/Management Committee.

#### **ARTICLE 18 - CASH SHORTAGE AND BREAKAGE**

The Company shall not make any deductions from the wages of, or require any reimbursement, from an employee for any cash shortage, breakage or loss of equipment unless it can be shown that the shortage, breakage or loss is caused by a dishonest or willful act or by the gross negligence of the employee. However, any such cash shortages and breakages may be considered as a part of the employee's evaluation with respect to his/her performance.

#### **ARTICLE 19 - SECURITY**

Security Officers shall be dedicated to the protection of the employee's individual rights. Security Officers shall be available twenty-four (24) hours a day to help with any problems the employee may have. The employee shall be expected to cooperate fully with the Security Department in the proper performance of their duties and will not unreasonably refuse to do so; provided, however, that a Security Officer or Company designee will not enter an employee's living quarters without invitation unless there is evidence of imminent danger to the inhabitants or when in pursuit of a felon or under the direction of the Human Resource Director in such cases as when a tenant has moved out of his or her quarters. In such situations every effort will be extended to protect and preserve the employee's rights, property and privacy. Any disputes arising out of this Article will be subject to the grievance procedure contained herein.

## **ARTICLE 20 - DRUG TESTING**

The Employer reserves the right to test employees for drugs or alcohol for work related accidents. A work related accident shall be defined as an injury that occurs while the employee is performing Company work which causes the employee or any other person to seek medical attention.

The procedure/protocol for implementing this new article shall be determined by the Labor Management Committee. Before the Company may implement its work related accident testing policy, there must be unanimous agreement by the Labor Management Committee on the testing procedure/protocol.

## **ARTICLE 21 - DISCHARGE AND DISCIPLINE**

### **Section 1 - Just Cause**

Discharge and discipline shall be administered only for just cause. The Company has the right to suspend, discharge, or otherwise discipline an employee who violates any reasonable rule or order of the Company or its management which is related to the efficient and safe operation of the business, the maintenance of discipline, and the provision of courteous service to the public, and which is not in conflict with the provisions of this Agreement. It is further understood that disciplinary action for just cause could be applied to any employee who refuses to obey any reasonable personal appearance requirement or uniform requirement; or who refuses to obey any reasonable rules for off-the-job conduct of employees; or who is involved in any illegal or dishonest act which has a clearly discernible adverse effect on the Company or on the welfare of the Company's guests.

Discipline of any kind will be reasonably related to the seriousness of the offense and to the employee's total record.

This Article shall in no way interfere with the fulfillment of the Company's contractual obligation to the U.S. Government.

It is further understood that employees shall have recourse to the grievance procedure as provided in Article 22 with respect to any disciplinary action taken by the Company under this Article and that no employee shall be disciplined for violating any reasonable rule, regulation, or policy of which he/she has not been properly informed.

## Section 2 - Company Rules and Policies

Employees shall conform to all reasonable rules and regulations promulgated by the Company. The Company agrees to keep the employees and the Union apprised of Company rules, regulations and policies. Said rules, regulations and policies shall be reasonable and shall not be in conflict with the Collective Bargaining Agreement.

## Section 3 - Probationary Period

- (a) All new employees shall be deemed for the first one hundred and fifty (150) calendar days of employment, except as provided herein, to be probationary employees. All such new employees may be laid off or dismissed during said probationary period without cause. However, said employees shall be entitled to Union representation as provided in Article 22, excluding Step 4, Board of Adjustment and Step 5, Arbitration.
- (b) No employee shall be required to serve more than a total of one hundred and fifty (150) calendar days of probation unless his/her service is broken by discharge for cause, absence from employment for more than one (1) year, or resignation; provided, however, that an employee who resigns and is rehired within one (1) year of the resignation will be given credit for past service if such service represents no less than thirty (30) days.
- (c) An employee's probationary period may be extended by mutual agreement of the Company and the Union.

## Section 4 - Employee's Personnel File

- (a) Employees shall be given an opportunity to read, sign and attach written comments to any performance evaluation, letter of warning, or other disciplinary document which is to be placed in the employee's personnel file and shall receive upon request a copy of all such documents. In addition, upon presentation to the Human Resources designee, of a signed written grievance, or employee authorization, the employee's Union Representative shall receive copies of any such document, including grievance determinations. The Company will forward copies of Level II disciplinary memos to the Union.

All employees will be asked to sign their evaluation. This is not intended to indicate their agreement or disagreement; it is only to assure that each employee has had an opportunity to discuss it with his/her supervisor. All disciplinary documents shall be removed from the employee's file one (1) year after being issued unless there is a recurrence of the problem or the incident which precipitated its issuance.

- (b) Employees' personnel files shall be made available for their review during normal office hours. Employees shall have the right to review all material contained within the personnel file. To foster compliance with this paragraph, employees should notify the Human Resources Department sufficiently in advance.

## Section 5 – Time Limits

No discipline can be administered later than 14 days from the date of the discovery of the incident that would give rise to the discipline except in cases where a full investigation of the incident can not be completed within that time frame.

## ARTICLE 22 - GRIEVANCE PROCEDURE

### Section 1 - Procedures

If any employee or the Union has a grievance with respect to the interpretation or application of the provisions of this Agreement, it shall be taken up in the following manner:

Step 1: Employees who have a grievance can take the matter directly up with their supervisor. If the supervisor cannot provide an answer immediately, that supervisor will make every effort to provide an answer within three (3) working days.

Step 2: If the First Step answer does not resolve the grievance, the employee and/or the Union Representative shall have the right to have the matter heard by the Unit/Division Manager or his/her designee. The Unit/Division Manager or his/her designee will make every effort to hear the matter within three (3) working days after the receipt of a request for such a meeting and will make every effort to provide an answer within three (3) working days of said meeting.

Step 3: If the Second Step answer does not resolve the grievance, the Union shall submit to the Human Resources Representative or his/her designee a written description of the grievance, stating the alleged violation along with the requested remedy. The Human Resources Representative will make every effort to meet with the appropriate Company and Union personnel within three (3) working days after receipt of the written grievance and will make every effort to provide an answer to the grievance in writing within three (3) working days after said meeting. The Company will not unreasonably deny a request by the Union to submit a Step 3 grievance to the DNC Labor Relations Representative instead of the Human Resources Representative.

Step 4:

- (a) If no settlement is reached following Steps 1, 2 and 3, the grievance may be submitted to the Board of Adjustment. The Board of Adjustment shall consist of four (4) persons - two (2) appointed by the Union and two (2) appointed by the Company. The Board of Adjustment shall meet within fifteen (15) working days after written notification of the existence of the controversy. The Board of

Adjustment shall reach a decision on the same day the hearing is completed. A majority decision from the Board of Adjustment will be final and binding.

Step 5:

- (a) If the grievance is not adjusted under the steps outlined above, the matter may proceed to arbitration with the arbitrator being mutually agreed upon by both parties. Within thirty (30) days of the signing of this Agreement, the Union and the Company shall endeavor to appoint a permanent arbitrator, the conditions of which shall be mutually agreed upon. The Company and the Union shall each pay one-half (½) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitral proceeding, but not including compensation for costs of representation or witness fees of either party. In all matters, the award of the arbitrator shall be final and binding upon all concerned and shall be issued within thirty (30) days of the completion of the arbitration proceedings.
- (b) The arbitrator shall not have any power to add to, subtract from, or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such agreement.

Section 2 - Suspension and Discharge Grievances

In all cases of suspension and discharge, the matter shall be placed immediately in the Second Step of the grievance procedure. If satisfactory settlement of the matter is not reached, the matter will proceed to the Third step for expeditious handling. In the event of failure to reach settlement, the matter shall be moved to Step Four and Step Five, as expeditiously as possible.

Section 3 - Employer Grievances

- Step 1: If the Employer has a grievance or complaint concerning the interpretation or application of the provisions of this Agreement, it shall be set forth in writing and submitted to the Union. The Human Resource Director or his/her designated representative will then confer with the authorized representative of the Union and attempt to settle the matter.
- Step 2: If the grievance is not adjusted under the Step 1, the matter may proceed to board of adjustment as outlined in Section 1, Step 4, Board of Adjustment. If the grievance is not adjusted under the steps outlined above, the matter may proceed to arbitration as outlined in Section 1, Step 5, Arbitration.

#### Section 4 - Time Limits

In order for a grievance to be valid, it must be submitted within fourteen (14) days of the date that the grievance occurred; or fourteen (14) days from the time that it could be reasonably known to exist. In cases of suspension and discharge, the grievance must be submitted within seven (7) days of the action taken by the Employer.

Any time limits provided for in this Article may be extended by mutual agreement of the parties.

Any step of the grievance procedure can be bypassed and the grievance can be addressed at any higher step by mutual agreement.

The Employer and the Union agree to use their best faith efforts to expeditiously process grievances.

### **ARTICLE 23 - STRIKES, STOPPAGES, AND LOCKOUTS**

During the life of this Agreement, the Employer will not lock out the employees and the Union will not authorize or cause any strike, slowdown, or work stoppage, or other interruption of work. The Union agrees that it will immediately and publicly disavow any unauthorized strike, slowdown, work stoppage, or other interruption of work and will in good faith use every reasonable effort to terminate such unauthorized strike, work stoppage, slowdown, or other interruption of work.

### **ARTICLE 24 - SAFETY**

The Company and the Union undertake to promote in every way possible the realization of the responsibilities of the individual employee with regard to preventing accidents to themselves or to their fellow employees. The Company shall comply with all applicable laws and regulations pertaining to occupational safety and health. The Company agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The Company shall remedy the problem as soon as possible; and no employee shall be exposed to the unsafe condition pending its correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employees and the Company. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules and/or regulations.

## **ARTICLE 25 - UNEMPLOYMENT COMPENSATION AND STATE DISABILITY INSURANCE**

The Company will maintain pursuant to applicable statutes coverage under the provisions of the California Unemployment Compensation and State Disability Insurance for all employees covered by this Agreement.

## **ARTICLE 26 - SUCCESSORSHIP**

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise.

## **ARTICLE 27 - SEPARABILITY**

If any provision of this Agreement is found to be in conflict with any applicable laws of the State of California or of the United States of America or any agency of competent jurisdiction, decision of a court of competent jurisdiction, or National Park Service regulation, those remaining provisions of this Agreement, which are not affected, shall remain in full force and effect.

## **ARTICLE 28 - GENERAL MANAGEMENT PLAN**

The parties recognize that the National Park Service (Department of the Interior) has issued a General Management Plan ("GMP") for Yosemite National Park, and that said GMP, or portions thereof, when and if implemented, could have significant effects upon the operations of the Company and upon the working conditions of the employees, as well as upon their living conditions. Accordingly, the Parties recognize their obligations under the National Labor Relations Act concerning unilateral changes in terms and conditions of employment of bargaining unit employees resulting from the implementation of the GMP for Yosemite National Park.

## ARTICLE 29 - YOSEMITE MOUNTAINEERING SCHOOL/WINTER SKI SCHOOLS

### Section 1 - Mountaineering School - Summer

- (a) When a class goes out including pre-paid students, the Guide will be paid the correct commission amount (determined by (c) below) for all prepaid no-show deposits, if the prepaid students do not cancel within the allotted time. If there are any prepaid students, and the class does not go out, the Guide will receive \$25 and will not be required to work.
- (b) There are two (2) levels of guides: Full Guides and Apprentice Guides. All Guides employed as YMS guides before 1994 will be Full Guides. All new Guides will be Apprentice Guides and will be restricted to the work as defined in the YMS Guide Manual until they become Full Guides by successful completion of a review as defined in the manual. All Apprentice Guides will be eligible to participate in the review process after successful completion of one hundred (100) days of teaching/guiding for the Yosemite Mountaineering School. Apprentice Guides who hold AMGA level two rock guide certification will be eligible for review after fifty (50) days of teaching/guiding for YMS.

- (c) Commissions shall be paid as follows:

#### Classes

Forty percent (40%) for all classes conducted by Apprentice Mountain Guides.  
Fifty percent (50%) for all classes conducted by Mountain Guides.  
Sixty percent (60%) for all classes conducted by the Chief Mountain Guide.

#### Guided Climbs

Fifty percent (50%) for all guided climbs conducted by Apprentice Mountain Guides.  
Sixty percent (60%) for all guided climbs conducted by Full Guides.

- (d) Commissions for sales at the Tuolumne Meadows Mountaineering Center that require professional advice shall be ten percent (10%) of the total sale, provided that the sale is more than ten dollars (\$10.00).
- (e) The practice of having full-time Guides participate in the selection of additional Guides shall continue. Their review of the candidates and recommendations for hiring require the final approval of the Yosemite Mountaineering School Director. If any Guide feels that his/her health, welfare and/or safety is jeopardized by participation in climbs with another Guide or client, he/she may request not to work with said Guide or client. Such request shall not be unreasonably denied.
- (f) When relocating from the Valley to the Mountaineering Center in Tuolumne Meadows and vice versa, all Guides participating in moving shop or school gear for the Company shall be

paid at Wage Grade G, the Specialty Sales Clerk Rate. Guides using their own vehicles for moving shop or school gear on these occasions shall additionally be paid current Company mileage reimbursement rate.

- g) Guides may purchase equipment used for their work through the Yosemite Mountaineering School Director at a rate of thirty percent (30%) off the retail price plus tax.
- h) The daily records of sales and commissions may be reviewed by the Guides upon request.
- i) Pay for sick leave, holidays and vacations shall be based upon the daily average wage rate for days actually worked on a daily wage basis in the previous twelve (12) months.
- j) The Company will, when scheduling employees, use its best efforts to avoid the inconvenience of employees reporting to work unless there is a reasonable assurance that work will be available.
- k) The Company will provide two (2) lightweight communication devices for emergency use only in extreme guiding situations.
- l) The Yosemite Mountaineering School Director and the Yosemite Mountaineering School Guides will work together to establish and maintain the Yosemite Mountaineering School Guide Manual.
- m) Full guides shall be paid for their time training Apprentice Guides during Apprentice Evaluation Climbs. Pay for this purpose shall be based on the same formula used currently to calculate sick, holiday, and vacation pay.

#### Section 2 - Cross Country Ski School - Winter

- (a) Cross-country Ski Instructors who participate in all day classes and overnight trips which contain more than five (5) students shall be paid as follows:
  1. An additional \$1.50 for each person over five (5) during the employee's first two (2) seasons.
  2. An additional \$2.00 for each person over five (5) to employees working three (3) or more seasons.

The number of people in a class will be determined by the Cross Country Ski School Manager with the employees' abilities and experience being considered along with the normal scheduling factors.

- (b) The hiring practice for the Cross Country School shall be the same as that for the Climbing School, as described in Section 1 (e) above.

Except as stated above, all other applicable sections of this Agreement shall be applied to the Yosemite Mountaineering School.

Section 3 - Alpine and Cross Country Ski Schools

- (a) Commissions for private lessons when the instructor is requested by name shall be paid as follows:
- Fifteen (15%) for all classes conducted by Apprentice Instructors.
  - Twenty-five (25%) for all classes conducted by Level 1 Certified Instructors.
  - Forty (40%) for all classes conducted by Level 2 Certified Instructors.
  - Fifty (50%) for all classes conducted by Level 3 Certified Instructors.
- (b) Recognizing the higher earnings potential associated with instructing a requested private lesson, the Company will reassign any ski instructor to such lesson, so long as they are regularly on duty that day.
- (c) Permission for Certification Leave of ten (10) days without pay shall not be unreasonably denied by the Company.

**ARTICLE 30 - LABOR/MANAGEMENT COMMITTEE**

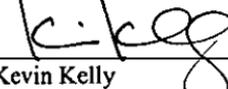
- a) YCS and SEIU are committed to developing a relationship in which employee concerns are accounted for in policies and practices that effect employees. The Labor Management Committee will address matters effecting employees that YCS and SEIU agree are appropriate for consideration by the Committee. Subjects to be discussed will be determined by the Committee, and will be brought to the Committee by YCS or SEIU, but not individual employees.
- b) The Parties understand that an interest-based approach to problem solving is an appropriate way to resolve matters that may come before the Labor Management Committee. Both YCS and SEIU acknowledge that each has alternative decision making authority and rights that they have not waived.
- c) The Committee shall be composed of three regular, standing members selected by SEIU and three regular, standing members selected by YCS, including the YCS Director of Human Resources and the SEIU Chapter President, or their respective designees with authority to act in their respective places. The Parties may bring other participants to the meeting. Permanent members will be paid by the employer for missed work. Pay for other participants will be determined by mutual agreement.
- d) The Committee shall have regularly scheduled meetings, at least quarterly. The exact frequency to be determined by the Committee.

**ARTICLE 31 - TERM OF AGREEMENT**

This Agreement shall be effective as of March 15, 2002, and shall continue in effect through March 14, 2005, and shall be automatically renewed from year to year thereafter, unless either party serves upon the other sixty (60) days prior written notice of desire to modify this Agreement.

YOSEMITE CONCESSION SERVICES  
CORPORATION

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 535, AFL/CIO, CLC

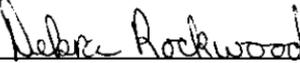
  
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Kevin Kelly  
Chief Operating Officer

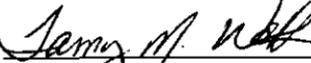
  
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Lisa Edelheit  
Central Regional Director

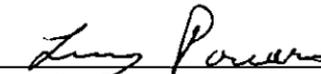
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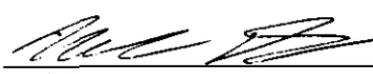
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S.E.I.U. LOCAL 535 BARGAINING TEAM

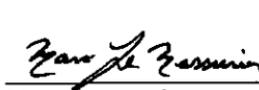
  
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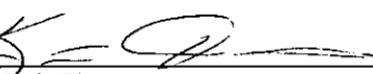
  
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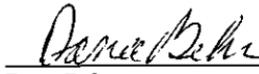
  
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Mark Deger

  
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Aaron Phillips

  
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Marc Lemessurier

  
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Kevin Thomas

  
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Dana Behr

**APPENDIX "A"**

A. Wage Schedules

**WAGE SCHEDULE I**

**HOURLY WAGE RATES**

Effective March 18, 2002 through March 16, 2003

	<b>Start Step 1</b>	<b>150 Days Step 2</b>	<b>12 Mos. Step 3</b>	<b>24 Mos. Step 4</b>	<b>36 Mos. Step 5</b>	<b>48 Mos. Step 6</b>	<b>60 Mos. Step 7</b>	<b>72 Mos. Step 8</b>
<b>B</b>	11.00	11.91	13.09	14.53	15.12	15.71	16.35	17.00
<b>C</b>	9.90	10.70	11.77	13.07	13.60	14.13	14.71	15.29
<b>D</b>	8.94	9.66	10.64	11.80	12.27	12.77	13.28	13.81
<b>E</b>	8.38	9.19	10.18	11.08	11.53	11.99	12.46	12.97
<b>F</b>	7.92	8.98	10.01	10.28	10.69	11.12	11.53	11.95
<b>G</b>	7.65	8.84	9.37	9.93	10.33	10.74	11.18	11.62
<b>H</b>	7.25	8.64	9.17	9.71	10.09	10.51	10.93	11.36
<b>I</b>	7.15	8.26	8.76	9.27	9.56	9.85	10.14	10.44
<b>J</b>	7.05	7.57	8.18	8.84	9.11	9.37	9.65	9.95
<b>K</b>	6.95	7.14	7.57	8.17	8.42	8.67	8.93	9.20
<b>M</b>	6.85	6.95	7.05	7.30	7.60	7.89	8.20	8.46
<b>N</b>	6.75	6.75	6.95	7.15	7.35	7.55	7.75	8.05

**APPENDIX "A" (Continued)**

**A. Wage Schedules**

**WAGE SCHEDULE I**

**HOURLY WAGE RATES**

Effective March 17, 2003 through March 14, 2004

	<b>Start Step 1</b>	<b>150 Days Step 2</b>	<b>12 Mos. Step 3</b>	<b>24 Mos. Step 4</b>	<b>36 Mos. Step 5</b>	<b>48 Mos. Step 6</b>	<b>60 Mos. Step 7</b>	<b>72 Mos. Step 8</b>
<b>B</b>	11.33	12.26	13.48	14.97	15.57	16.18	16.84	17.50
<b>C</b>	10.20	11.02	12.13	13.46	14.00	14.56	15.15	15.74
<b>D</b>	9.21	9.95	10.96	12.16	12.64	13.16	13.68	14.23
<b>E</b>	8.64	9.46	10.48	11.42	11.87	12.35	12.84	13.36
<b>F</b>	8.16	9.25	10.31	10.59	11.01	11.46	11.87	12.31
<b>G</b>	7.88	9.10	9.65	10.23	10.64	11.07	11.51	11.97
<b>H</b>	7.47	8.90	9.44	10.00	10.40	10.82	11.26	11.70
<b>I</b>	7.36	8.51	9.02	9.55	9.85	10.14	10.44	10.76
<b>J</b>	7.26	7.80	8.42	9.10	9.38	9.65	9.94	10.25
<b>K</b>	7.16	7.35	7.80	8.41	8.67	8.93	9.20	9.47
<b>M</b>	7.06	7.16	7.26	7.52	7.83	8.13	8.44	8.71
<b>N</b>	6.95	6.95	7.16	7.36	7.57	7.78	7.98	8.30

**APPENDIX "A" (Continued)**

A. Wage Schedules

**WAGE SCHEDULE 1**

**HOURLY WAGE RATES**

Effective March 15, 2004 through March 14, 2005

	<b>Start Step 1</b>	<b>150 Days Step 2</b>	<b>12 Mos. Step 3</b>	<b>24 Mos. Step 4</b>	<b>36 Mos. Step 5</b>	<b>48 Mos. Step 6</b>	<b>60 Mos. Step 7</b>	<b>72 Mos. Step 8</b>
<b>B</b>	11.67	12.63	13.89	15.42	16.04	16.66	17.34	18.03
<b>C</b>	10.50	11.35	12.49	13.87	14.42	14.99	15.60	16.22
<b>D</b>	9.48	10.25	11.29	12.52	13.01	13.55	14.09	14.65
<b>E</b>	8.89	9.75	10.80	11.76	12.23	12.72	13.22	13.76
<b>F</b>	8.40	9.53	10.62	10.91	11.34	11.80	12.23	12.68
<b>G</b>	8.12	9.38	9.94	10.53	10.96	11.40	11.86	12.33
<b>H</b>	7.69	9.17	9.73	10.30	10.71	11.15	11.59	12.05
<b>I</b>	7.59	8.76	9.29	9.83	10.14	10.45	10.75	11.08
<b>J</b>	7.48	8.03	8.68	9.38	9.66	9.94	10.24	10.56
<b>K</b>	7.38	7.57	8.03	8.67	8.93	9.20	9.47	9.76
<b>M</b>	7.27	7.38	7.48	7.75	8.06	8.37	8.70	8.97
<b>N</b>	7.16	7.16	7.37	7.59	7.80	8.01	8.22	8.55

**APPENDIX "A" (Continued)**

**A. Wage Schedules**

**WAGE SCHEDULE II**

**DAILY WAGE RATES**

Effective March 18, 2002 through March 16, 2003

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>A – Alpine Ski Instructor, Level 3</b>	80.36	92.41	100.71	109.75	117.45	125.66
<b>B – Alpine Ski Instructor, Level 2</b>	67.20	77.18	80.85	83.73	86.28	90.55
<b>C – Alpine Ski Instructor, Level 1</b>	61.45	64.81	66.62	68.65	70.70	72.80
<b>D – X-C Ski Instructor, Level 3</b>	80.36	92.41	100.71	109.75	117.45	125.66
<b>E – X-C Ski Instructor, Level 2</b>	67.20	77.18	80.85	83.73	86.28	90.55
<b>F – X-C Ski Instructor, Level 1</b>	61.45	64.81	66.62	68.65	70.70	72.80
<b>G – Overnight Snow Camping Leader</b>	96.40	110.89	120.84	131.73	140.92	150.81
<b>H – Overnight Snow Camping Assistant</b>	80.37	92.41	100.72	109.76	117.45	125.66
<b>I – Guide and Packer</b>	9.50	9.86	10.23	10.77	11.33	11.87
<b>J – Stable Person</b>	8.77	8.95	9.13	9.41	9.68	9.95
<b>L – Corral Boss</b>	9.86	10.23	10.59	11.14	11.69	12.24
<b>M - Hiking Guides</b>	73.78	76.59	79.43	83.68	87.96	92.20
<b>N - Overnight Guide Packer</b>	82.37	85.51	88.69	93.43	98.21	102.94
<b>O - Apprentice Alpine Ski Instructor</b>	54.24	57.20	XX	XX	XX	XX
<b>P - Apprentice Nordic Ski Instructor</b>	54.24	57.20	XX	XX	XX	XX

**Note: Wage Grades I, J and L are paid on an hourly basis.**

**APPENDIX "A" (Continued)**

**A. Wage Schedules**

**WAGE SCHEDULE II**

**DAILY WAGE RATES**

Effective March 17, 2003 through March 14, 2004

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>A – Alpine Ski Instructor, Level 3</b>	82.77	95.18	103.73	113.05	120.97	129.43
<b>B – Alpine Ski Instructor, Level 2</b>	69.21	79.50	83.28	86.24	88.87	93.27
<b>C – Alpine Ski Instructor, Level 1</b>	63.30	66.75	68.62	70.71	72.82	74.98
<b>D – X-C Ski Instructor, Level 3</b>	82.77	95.18	103.73	113.05	120.97	129.43
<b>E – X-C Ski Instructor, Level 2</b>	69.21	79.50	83.28	86.24	88.87	93.27
<b>F – X-C Ski Instructor, Level 1</b>	63.30	66.75	68.62	70.71	72.82	74.98
<b>G – Overnight Snow Camping Leader</b>	99.30	114.21	124.47	135.67	145.15	155.33
<b>H – Overnight Snow Camping Assistant</b>	82.78	95.18	103.73	113.05	120.98	129.43
<b>I – Guide and Packer</b>	9.78	10.16	10.53	11.10	11.66	12.23
<b>J – Stable Person</b>	9.03	9.22	9.41	9.69	9.97	10.25
<b>L – Corral Boss</b>	10.16	10.53	10.91	11.47	12.04	12.60
<b>M - Hiking Guides</b>	75.99	78.89	81.82	86.19	90.60	94.96
<b>N - Overnight Guide Packer</b>	84.85	88.08	91.35	96.23	101.16	106.02
<b>O - Apprentice Alpine Ski Instructor</b>	55.87	58.92	XX	XX	XX	XX
<b>P - Apprentice Nordic Ski Instructor</b>	55.87	58.92	XX	XX	XX	XX

**Note: Wage Grades I, J and L are paid on an hourly basis.**

**APPENDIX "A" (Continued)**

**A. Wage Schedules**

**WAGE SCHEDULE II**

**DAILY WAGE RATES**

Effective March 15, 2004 through March 14, 2005

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>A – Alpine Ski Instructor, Level 3</b>	85.26	98.04	106.85	116.44	124.60	133.31
<b>B – Alpine Ski Instructor, Level 2</b>	71.29	81.88	85.77	88.83	91.53	96.06
<b>C – Alpine Ski Instructor, Level 1</b>	65.20	68.75	70.68	72.83	75.00	77.23
<b>D – X-C Ski Instructor, Level 3</b>	85.26	98.04	106.85	116.44	124.60	133.31
<b>E – X-C Ski Instructor, Level 2</b>	71.29	81.88	85.77	88.83	91.53	96.06
<b>F – X-C Ski Instructor, Level 1</b>	65.20	68.75	70.68	72.83	75.00	77.23
<b>G – Overnight Snow Camping Leader</b>	102.28	117.65	128.19	139.74	149.50	160.00
<b>H – Overnight Snow Camping Assistant</b>	85.26	98.03	106.84	116.44	124.60	133.31
<b>I – Guide and Packer</b>	10.08	10.46	10.85	11.43	12.01	12.59
<b>J – Stable Person</b>	9.30	9.49	9.69	9.98	10.27	10.56
<b>L – Corral Boss</b>	10.46	10.85	11.24	11.82	12.40	12.98
<b>M - Hiking Guides</b>	78.27	81.26	84.27	88.77	93.32	97.81
<b>N - Overnight Guide Packer</b>	87.39	90.72	94.09	99.12	104.19	109.21
<b>O - Apprentice Alpine Ski Instructor</b>	57.55	60.69	XX	XX	XX	XX
<b>P - Apprentice Nordic Ski Instructor</b>	57.55	60.69	XX	XX	XX	XX

Note: Wage Grades I, J and L are paid on an hourly basis.

## APPENDIX "A"

### B. Hourly Personnel

#### WAGE GRADE B

Lead Butcher  
Second Cook  
YTS Dispatcher

#### WAGE GRADE C

Baker  
Cook  
Garde Manger  
Head Gardener

#### WAGE GRADE D

Hotel Pantry Person  
Lead Accounting Auditor  
Lead Cashier  
Lead Group Reservation Specialist  
Station Cook

#### WAGE GRADE E

Assistant Greenskeeper  
Food Checker  
Group Reservation Specialist  
Internal Audit Specialist  
Lead Shuttle Dispatcher  
Lead Storeroom Person  
Payroll Clerk

#### WAGE GRADE F

Auditor (Accounting)  
Junior Cook  
Kitchen Intern  
Lead Lifeguard  
Meat Cutter  
PBX Operator/Information Clerk  
Property Supervisor (BP)

WAGE GRADE F (continued)

Reservations Specialist  
Storeroom Person

WAGE GRADE G

Bicycle Mechanic  
Big Trees Dispatcher  
Captain  
Data Entry Clerk  
Front Desk Clerk/Cashier  
Lead Camp Helper  
Lead Fast Food Attendant (VFF, BP, CV, GP, TM, HI, YL Pool)  
Lifeguard  
Mail Order Supervisor  
Produce Manager  
Telephone Sales Representative  
Retail Assistant Manager  
Secretary  
Secretary/Specialty Sales Clerk (Mountain School)  
Sign Maker  
Ski Repair Person  
Transportation Agent

WAGE GRADE H

Retail Cashier  
Golf Shop Attendant  
Laundry Warehouse Person  
Lead Badger Pass Pups Den Attendant  
Lead Bartender  
Lead Custodian  
Lead Houseperson  
Lead Inventory Clerk  
Lead Kitchen Helper  
Mail Clerk  
Pantry Person  
Receiving Clerk  
Shuttle Dispatcher  
Uniform Technician

B. Hourly Personnel (Continued)

WAGE GRADE I

Assistant Housing Supervisor  
Badger Pass Cashier  
Badger Pass Pups Den Attendant  
Bartender  
Gardener  
Interpretive Guide  
Inventory Clerk  
Lead Attendant - Stands  
Lead Attendant (Ice Rink)  
Lead Vending Specialist  
Lift/Slope Person  
Office Clerk  
Restaurant Cashier  
Tour Guide  
Vending Route Driver

WAGE GRADE J

Baker's Helper  
Cook's Helper  
Greenskeeper's Helper  
Guest Recreation Cashier  
Host/Hostess  
Hotel Porter  
Houseperson  
Lead Recreation Person  
Lodgings Quality Inspector  
Salad Maker  
Specialty Sales Clerk  
Utility Person – Kitchen

WAGE GRADE K

Attendant (Uniforms, Laundry, Recycling, Vending)  
Camp Helper  
Food Service Utility Person  
Lead Bellperson  
Lead Waitri  
Recreation Person

**B. Hourly Personnel (Continued)**

**WAGE GRADE K (Continued)**

Roomkeeper  
Sales Clerk  
Sanitation Janitor  
Ski Fitter

**WAGE GRADE M**

Busperson  
Room Service Server

**WAGE GRADE N**

Bellperson  
Cocktail Server  
Doorperson  
Server

## APPENDIX "A"

### C. Wage Rate Application

#### 1. Wage Schedules

Wage Schedules in Appendix "A" establish rates for the full term of this Agreement as follows:

- a. Wage Schedule I: All hourly-paid employees.
- b. Wage Schedule II: All daily-paid employees.

#### 2. Wage Grade

Each job has been assigned a wage grade of "B" through "N" in Wage Schedules I.

Each wage grade has a starting hourly rate, a one hundred fifty (150) day rate, and six (6) higher increments in Wage Schedule I which are triggered by the employee's eligibility (seniority) date.

#### 3. Wage Increases

When employees are hired for the first time by the Company, they will be employed at the starting rate for the positions in which they are hired. One hundred fifty (150) calendar days later, their wage will be increased to Service Bracket Two (2). For each twelve (12) months of service for a period of six (6) years in Wage Schedule I an individual will be given an increase to the next higher service bracket, which will result in long term employees having a wage differential which is higher than new employees or fellow employees with less service. Increases referred to above will be effective on the first Monday following the eligibility date.

Wages increases will be placed into effect:

- a. Upon completion of the first one hundred fifty (150) calendar days of employment;
- b. Upon completion of the next seven (7) calendar months of employment;
- c. Upon completion of each twelve (12) months of service thereafter up to seventy two (72) months in Wage Schedule I.
- d. When an employee moves to a position in a higher wage grade, as described herein.

#### 4. Seasonal or Returning Personnel

Employees who separate as per Article 6, Section 2, from the Company and are later re-employed by the Company within one (1) year will be re-employed at the service bracket

applicable at the time of their separation and will not lose accrued credit. Further credit will be given to returning personnel using their total accumulated service to trigger service bracket increases. Seasonal or returning employees with a break in service of more than twelve (12) months will lose all accumulative time for service brackets.

5. Promotions, Reclassifications and Reductions in Wage Grade

When an employee is promoted to a position in a higher wage grade or moves to a position in a lower wage grade, he/she shall move to the same service bracket in the new wage grade as he/she occupied in the previous wage grade.

6. Transfers

No wage action will be taken when an employee transfers from one position to another within the same wage grade.

7. "Red Circled" Employees

Employees whose wages are above those contained herein shall not have their wages reduced as long as they remain in the same classification for which they received the overscale rate. If such employees voluntarily leave the classification to enter another classification, they shall receive the rate for the new classification as indicated herein. If such employees involuntarily leave the classification as a result of a reduction in force, the following rules shall apply:

- a. If such employees are laid off and then return to the same classification in which they were receiving the overscale rate, the amount of overscale they received prior to layoff shall be restored on the date of return.
- b. If such employees are transferred to a different classification, they shall receive the rate shown herein for their new classification. If they return to the same classification for which they were receiving the overscale pay, they shall receive effective of the date they return to the classification the same amount of overscale they were receiving prior to transfer.
- c. When the Company deems it appropriate to pay an employee overscale, it will be in compliance with Article 10, Section 2, Premium Conditions. The Company retains the right to specify the duration of the overscale pay at the onset of the increase. If the Company does not specify a time frame for the overscale rate, it will fall within the provisions of this section.

8. Service Brackets

Service bracket effective dates represent the total amount of service the employee has acquired in the bargaining unit, as per Article 6, Section 1.

Service bracket effective dates will be adjusted to take into consideration approved leaves of absence and layoff of less than twelve (12) months.

Employees leaving the bargaining unit due to resignation, except as consistent with Article 6, Section 2, discharge for cause, or lay off in excess of one (1) year, will lose all accumulated time for service bracket increases, except as provided herein.

9. Daily Paid Positions

Daily paid positions are those positions contained herein. An employee is paid consistent with the rate of each day, irrespective of the number of hours worked in a given day. In such cases where the employee is required to work a sixth (6th) day, he/she will be paid the number of days worked times their daily rate. Overtime provisions will be administered in accordance with applicable wage and hour law.

10. Fresno Positions

Employees permanently assigned to work in Fresno as of the effective date of this agreement shall receive a differential of ten percent (10%) of his/her scheduled wage rate as shown in Appendix "A" of the Agreement. Employees hired at the Fresno Reservations office following the effective date of this agreement will receive the wage rates outlined herein.

11. Ahwahnee Special Functions

All Ahwahnee Servers (with the exception of the Lead Server) shall be paid at "M" scale when working a special function booked through a Banquet Event Order (BEO).

## **APPENDIX "B"**

### **WORK UNITS AND LEVELS**

<b><u>WORK UNITS</u></b>	<b><u>LEVEL #1</u></b>	<b><u>LEVEL #2</u></b>
<b><u>Ahwahnee</u></b>		
Front Office		Auditor Ahwahnee Front Desk Clerk/Cashier Bellperson Door Person
Housekeeping	Roomskeeper Houseperson Hotel Porter	Head Gardener Gardener Lead Houseperson Lodgings Quality Inspector
Dining Room	Utility Person	Food Checker Captain Host/Hostess Lead Server Server Busperson Room Service Server
Kitchen	Kitchen Utility Person	Baker Baker's Helper Second Cook Garde-Manger Cook Station Cook Hotel Pantry Person Lead Storeroom Person Storeroom Person Junior Cook Pantry Person Cook's Helper Salad maker Kitchen Intern

<u>WORK UNITS</u>	<u>LEVEL #1</u>	<u>LEVEL #2</u>
<u>Ahwahnee (Continued)</u>		
Bar		Bartender Busperson Cocktail Server
<u>Yosemite Lodge</u>		
Front Office		Auditor Front Desk Clerk/Cashier PBX Operator/Info. Clerk Lead Bellperson Bellperson
Housekeeping	Hotel Porter Roomkeeper Houseperson	Gardener Lead Houseperson Lodgings Quality Inspector
Food Court	Food Utility Service Person	Restaurant Cashier
Garden Terrace	Food Service Utility Person	Restaurant Cashier
Kitchen	Kitchen Utility Person	Cook Garde-Manger Station Cook Hotel Pantry Person Lead Storeroom Person Storeroom Person Junior Cook Pantry Person Lead Kitchen Helper Lead Custodian Salad maker Cook's Helper Kitchen Intern
Mountain Room		Captain Restaurant Cashier Host/Hostess Server Busperson

<u>WORK UNITS</u>	<u>LEVEL #1</u>	<u>LEVEL #2</u>
<u>Yosemite Lodge (Continued)</u>		
Bar	Food Service Utility Person	Lead Bartender Bartender Cocktail Server
Pool	Food Service Utility Person	Lead Lifeguard Lifeguard Lead Attendant
<u>Curry Village</u>		
Front Office	Hotel Porter	Auditor Front Desk Clerk/Cashier Bellperson
Housekeeping	Roomkeeper Houseperson Hotel Porter	Lead Houseperson Lodging Quality Inspector Gardener
Buffet	Food Service Utility Person Hotel Porter	Restaurant Cashier
Kitchen	Kitchen Utility Person	Cook Baker Station Cook Lead Storeroom Person Storeroom Person Junior Cook Kitchen Intern Pantry Person Salad maker Cook's Helper
CV Fast Food	Food Service Utility Person Cook's Helper	Lead Fast Food Attendant

WORK UNITSLEVEL #1LEVEL #2Curry Village (Continued)

Bar

Lead Bartender  
Bartender  
Cocktail Server

Pool

Lifeguard

Happy Isles

Food Service Utility Person    Lead Attendant

Curry Housekeeping Camp

Front Office

Auditor  
Front Desk Clerk/CashierHousekeeping &  
LaundromatAttendant  
Houseperson

Lead Houseperson

Village Fast Food

Fast Food

Food Service Utility Person    Lead Fast Food Attendant  
San Custodian  
Cook's Helper

Glacier Point

Refreshment Stand

Food Service Utility Person    Lead Fast Food Attendant

Wawona

Rooms

Roomkeeper

Hotel Porter  
Auditor  
Front Desk Clerk/Cashier  
Lead Houseperson  
Houseperson

<u>WORK UNITS</u>	<u>LEVEL #1</u>	<u>LEVEL #2</u>
<u>Wawona (Continued)</u>		
Meals	Kitchen Utility Person	Busperson Cook Garde Manger Station Cook Hotel Pantry Person Junior Cook Kitchen Intern Storeroom Person Pantry Person Restaurant Cashier Salad Maker Host/Hostess Server
Bar		Bartender Cocktail Server
Golf & Tennis		Assistant Greenskeeper Gardener Greenskeeper's Helper Food Service Utility Person
<u>Tuolumne Meadows</u>		
Rooms & Meals		Auditor Front Desk Clerk/Cashier Camp Helper Cook Kitchen Utility Person Station Cook Pantry Person Host/Hostess Jr. Cook Lead Server Server

WORK UNITSLEVEL #1LEVEL #2Tuolumne Meadows (Continued)

Grill	Food Service Utility Person San Custodian	Lead Fast Food Attendant Jr. Cook
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High Sierra Camps

White Wolf		Cook Station Cook Front Desk Clerk/Cashier Camp Helper
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Merced Lake		Camp Helper Cook Lead Camp Helper Station Cook
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Vogelsang		Camp Helper Cook Lead Camp Helper Station Cook
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Glen Aulin		Camp Helper Cook Lead Camp Helper Station Cook
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May Lake		Camp Helper Cook Lead Camp Helper Station Cook
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Sunrise		Camp Helper Cook Lead Camp Helper Station Cook
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<u>WORK UNITS</u>	<u>LEVEL #1</u>	<u>LEVEL #2</u>
<u>Grocery Stores</u>		
<i>Wawona Store</i>	<i>Sales Clerk</i>	<i>Retail Assistant Manager</i> <i>Retail Cashier</i>
<i>Tuolumne Meadows Store</i>		<i>Retail Assistant Manager</i> <i>Retail Cashier</i>
<i>Housekeeping Camp Store</i>		<i>Retail Assistant Manager</i> <i>Retail Cashier</i>
<i>Village Store</i>	<i>San Custodian</i> <i>Sales Clerk</i>	<i>Lead Butcher</i> <i>Lead Custodian</i> <i>Mail Order Supervisor</i> <i>Meat Cutter</i> <i>Office Clerk</i> <i>Retail Assistant Manager</i> <i>Retail Cashier</i> <i>Receiving Clerk</i> <i>Produce Manager</i>
<i>Deli</i>		<i>Retail Assistant Manager</i> <i>Retail Cashier</i>
<i>Crane Flat</i>		<i>Retail Assistant Manager</i> <i>Retail Cashier</i>
<u>Bike Stand</u>		<i>Bicycle Mechanic</i> <i>Lead Attendant</i> <i>Guest Recreation Cashier</i>
<u>Vending</u>		
<i>A &amp; G</i>	<i>Attendant - Vending</i>	<i>Lead Vending Specialist</i> <i>Vending Route Driver</i>

WORK UNITSLEVEL #1LEVEL #2Badger Pass

A &amp; G

Auditor

Badger Pass Pups Den Attendant

Guest Recreation Cashier

Lead Badger Pass Pups Den Attendan

Meals

Food Service Utility Person

Cook's Helper

Storeroom Person

Lead Fast Food Attendant

Junior Cook

Guest Recreation Cashier

Bartender

Cocktail Server

Rentals

Ski Repair Person

Guest Recreation Cashier

Ski Fitter

R &amp; M

Property Supervisor

Night Cleaner

San Custodian

Ski School

Alpine Ski Instructor, Level Three

Alpine Ski Instructor, Level Two

Alpine Ski Instructor, Level One

Alpine Ski Instructor, Apprentice

Lifts

Lift/Slope Person

Ice Rink

Guest Recreation Cashier

Lead Attendant

Rafting

Guest Recreation Cashier

Lead Attendant

<u>WORK UNITS</u>	<u>LEVEL #1</u>	<u>LEVEL #2</u>
<u>Mountain School</u>		Apprentice Mountain Guide Chief Mountain Guide Hiking Guide Mountain Guide Overnight Camp Leader Overnight Camp Assistant Secretary/Spec. Sales Clerk
<u>Cross Country Ski School</u>		Ski Repair Person Guest Recreation Cashier Ski Fitter Cross Country Ski Instructor, Level Three Cross Country Ski Instructor, Level Two Cross Country Ski Instructor, Level One Cross Country Ski Instructor, Apprentice Overnight Snow Camp Leader Overnight Snow Camp Assistant
<u>Interpretive Services</u>		Interpretive Guide
<u>Gift Shops</u>		
Ahwahnee	Sales Clerk	Retail Assistant Manager Retail Cashier Specialty Sales Clerk
Yosemite Lodge	Sales Clerk	Retail Assistant Manager Retail Cashier
Curry Village	Sales Clerk	Retail Assistant Manager Retail Cashier
Glacier Point	Sales Clerk	Retail Assistant Manager Retail Cashier

<u>WORK UNITS</u>	<u>LEVEL #1</u>	<u>LEVEL #2</u>
Big Trees	Sales Clerk	Retail Assistant Manager Retail Cashier
Habitat Yosemite	Sales Clerk	Retail Cashier
Yosemite Lodge Nature Shop	Sales Clerk	Retail Assistant Manager Retail Cashier
Art Activity Center	Sales Clerk	Retail Assistant Manager Retail Cashier
<u>Sport &amp; Apparel</u>		
Village Sport	Sales Clerk	Retail Assistant Manager Retail Cashier Specialty Sales Clerk
Badger Pass	Sales Clerk	Retail Assistant Manager Retail Cashier
CV Mountain	Sales Clerk	Retail Assistant Manager Retail Cashier Specialty Sales Clerk
<u>Transportation Office</u>		Dispatcher Shuttle Dispatcher Transportation Agent Tour Guide Lead Shuttle Dispatcher
<u>Degnan's</u>		
Fast Food	Food Service Utility Person Kitchen Utility Person San Custodian Cook's Helper	Lead Fast Food Attendant
The Loft	Food Service Utility Person Kitchen Utility Person	Junior Cook Salad Maker Cook's Helper

<u>WORK UNITS</u>	<u>LEVEL #1</u>	<u>LEVEL #2</u>
<u>Stables</u>	Stables Person	Guide and Packer Office Clerk Corral Boss
<u>Big Trees Tram</u>		Dispatcher Trans Agent
<u>Accounting Office</u>		Auditor Lead Accounting Auditor Lead Cashier Payroll Clerk Office Clerk Internal Audit Specialist
<u>Reservations/Gateway</u>		Group Specialist Lead Group Specialist Reservations Specialist Telephone Sales Representative Office Clerk
<u>General Office</u>	San Custodian	Mail Clerk Lead Custodian Office Clerk
<u>Central Warehouse</u>		Attendant - Recycling Data Entry Clerk Laundry Warehouse Person Lead Inventory Clerk Lead Recycling Attendant Inventory Clerk Office Clerk Secretary Sign Maker
<u>Uniform Center</u>	Attendant - Uniforms	Uniform Technician Lead Uniform Technician
<u>Employee Housing</u>	San Custodian	Assistant Housing Supervisor
<u>Employee Recreation</u>	Recreation Person	Lead Recreation Person

## APPENDIX "C"

### WORK AREAS

#### 1. In The Valley

- a. Ahwahnee Hotel
- b. Yosemite Lodge
- c. General Offices
- d. Degan's Complex
- e. Village Store Complex
- f. Curry Village (including Happy Isles and Housekeeping Camp)
- g. Yosemite Village

#### 2. Out Of The Valley

- a. Wawona
- b. Big Trees
- c. Tuolumne Meadows
- d. High Sierra Camps
- e. White Wolf
- f. Crane Flat
- g. Badger Pass
- h. Glacier Point
- i. Fresno Reservations

## APPENDIX "D"

### BULLETIN BOARD LOCATIONS

#### Work Stations

Y. L. Front Office  
Y. L. Kitchen  
Y. L. Housekeeping  
Mountain Room Lounge  
Ahwahnee Kitchen  
Ahwahnee Housekeeping  
YTS Drivers Room  
Village Sport Shop  
Uniforms  
Degnan's Deli  
Degnan's Fast Food  
The Loft  
Village Grill  
Wawona Side Hall  
Tuolumne Meadows Side Hall  
Tuolumne Meadows Mountaineering School  
White Wolf (Kitchen)  
High Sierra Camps  
Curry Village Kitchen  
Curry Village Retail  
Curry Village Housekeeping  
Housekeeping Camp Store / Front Office  
Housekeeping Camp Warehouse  
Village Store  
General Offices  
Valley Stables  
Badger Pass  
Studio Warehouse  
Fresno Reservations

#### Housing Areas (locked boards)

Camp Tenaya (Boystown)  
Curry Village Cooks' WOB's  
Ahwahnee Dorm  
Tecoya (current locked boards)  
Lost Arrow

Housing Areas (Continued)

Lost Arrow Cabins

Stables

Highland Court

Huff House

Wawona Rec Room

## APPENDIX "E"

### PENSION

#### Section 1 - Coverage

Yosemite Concession Services Corporation (the "Employer") agrees to make monthly contributions on behalf of all employees covered by this Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund (hereinafter, "Fund") in the amounts specified in Section 3 below.

#### Section 2 - Term

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

#### Section 3 - Contributions

- (a) (1) Commencing on January 1, 2003, the Employer agrees to contribute to the Fund thirty one cents (\$0.31) per paid hour for all employees covered by the Agreement, subject to the provisions of subsection (d) below.
  - (2) Commencing on January 1, 2004, the Employer agrees to contribute to the fund thirty five cents (\$0.35) per paid hour for all employees covered by the Agreement, subject to the provisions of subsection (d) below.
  - (3) Commencing on January 1, 2005, the Employer agrees to contribute to the fund forty cents (\$0.40) per paid hour for all employees covered by the Agreement, subject to the provisions of subsection (d) below.
- (b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth (15th) day of the month following the period for which contributions are due or on or before such other date as the Trustees may hereafter determine.
  - (c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Trustees of the Fund or their designee.
  - (d) Notwithstanding any other provision of the Agreement or this Appendix thereto, contributions shall be made only on behalf of employees who have worked, or been compensated, for one thousand (1,000) hours or more during a calendar year period beginning January 1, 1996 or during any subsequent consecutive calendar year. Whenever an employee has worked or been compensated for one thousand (1,000) or more hours during such calendar year, the Employer shall, on the date on which its next monthly contributions are due, make contributions

retroactively for all hours worked by such employee during that calendar year (or portion thereof). Thereafter, contributions shall be made for such employee irrespective of the number of hours worked, or for which compensation was received, in subsequent years. Until contributions are required to be made on behalf of an employee pursuant to the terms of this provision, the employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Plan and subsection (a) above. All employees who previously were participants in the pension plan sponsored by the Employer or its predecessor by virtue of having one thousand (1,000) or more hours of service with the Employer or predecessor shall be deemed to be participants under the SEIU National Industry Pension Plan and have contributions made on their behalf to the Fund for all paid hours effective January 1, 1996 without the necessity of meeting any additional eligibility requirement.

#### Section 4 - Trust Agreement

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

#### Section 5 - Cooperation

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

#### Section 6 - Approval by Trustees

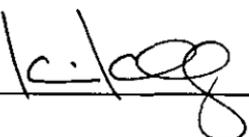
The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

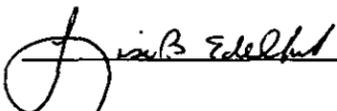
Section 7 - Miscellaneous

In the event of any inconsistency between this Appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

FOR THE EMPLOYER:

FOR THE UNION:

 \_\_\_\_\_

 \_\_\_\_\_

Dated 6/17/02 \_\_\_\_\_

Dated 5/16/02 \_\_\_\_\_

**Letter of Agreement**  
**Between**  
**Yosemite Concession Services Corporation**  
**And**  
**Service Employees International Union, Local 535**

**Commitment to Training and Development**

Yosemite Concession Services Corporation is committed to providing our guests with exceptional service. To that end, we believe in providing our employees with sufficient training and development to fulfill their job functions in a manner exceeding the guests' expectations. The Company is dedicated to ensuring the following training objectives are met.

- New Hire Orientation will present a strong base of general information regarding the Company and our expectations, and will be open to Union participation.
- Position specific classes will be required through the Learning Center in broad areas such as retail and roomkeeping.
- Standard Operating Procedures will be developed within each unit addressing the history of the property as well as functional aspects of individual positions and the unit. Opportunities will be provided within the Labor Management setting to seek input and develop buy in from the Union on the SOP's.
- Ongoing management training to develop leadership, labor relations knowledge and general management skills will be provided.
- Line level staff trainers will be selected by management to present on the job training. Criteria will include, but is not limited to, the individual's expressed desire to be a trainer, their training ability as well as knowledge of department operations. These individuals will be provided with Train the Trainer skills through the Learning Center's AHLA training to enhance their abilities.
- Evaluation of both the trainee and the trainer to ensure compatibility and effectiveness of training methods will be conducted.
- When possible the Company will seek opportunities to conduct joint training with the Union

The Company is prepared to provide periodic updates to the Union on the progress of our training programs. We encourage feedback on the effectiveness of our initiatives and will work to create a learning environment throughout our organization.

## INDEX

Admission of the Union Representatives.....	3
AFFIRMATIVE ACTION .....	5
AGREEMENT.....	1
Ahwahnee Special Functions .....	52
Alpine and Cross Country Ski Schools.....	36 - 38
Annual Performance Evaluations .....	9
APPENDIX "E" - Pension.....	67 - 69
APPENDIX "D" - Bulletin Board Locations.....	65 - 66
APPENDIX "C" - Work Areas.....	64
APPENDIX "B" - Work Units and Levels .....	53 - 63
APPENDIX "A" - Wage Schedules .....	40 - 45
As Soon As Possible Bids.....	11
Badger Pass Bids .....	11
Bargaining Unit Work .....	15
Bidding .....	12
Break in Seniority/Credit Upon Rehire .....	7
Bulletin Boards .....	4
Bulletin Board Locations - APPENDIX "D".....	65
CASH SHORTAGE AND BREAKAGE .....	29
Casual Employees.....	5-6
CATEGORIES OF EMPLOYEES .....	5
Checkoff .....	2
Committee on Political Education (COPE) .....	2
Company Indemnification .....	2
Company Rules and Policies .....	31
Cross Country Ski School - Winter .....	37-38
Daily Paid Positions.....	52
Days Off .....	14-15
DISCHARGE AND DISCIPLINE .....	30-32
DRUG TESTING .....	30
Employees' Housing Rights .....	25-26
Employee's Personnel File .....	31
Employer Grievances.....	33
Filling of Vacancies.....	9-10
FILLING OF VACANCIES / JOB POSTING .....	9-12
Fire and Safety Inspections.....	26
Fresno Positions.....	52
Funeral Leave .....	23
GENERAL MANAGEMENT PLAN.....	35
Grievance Time Limits .....	34
GRIEVANCE PROCEDURES .....	32-34
Health Plan and Benefits .....	26-28
Health Plan Employee/Employer Contributions.....	27
HEALTH PLAN AND BENEFITS AND PENSION.....	26-28
Holiday Eligibility .....	19
Holiday Pay .....	19
Holiday Scheduling .....	20
Holidays - Recognized.....	19
HOLIDAYS.....	19-20

HOURS OF WORK AND PREMIUM PAY .....	12-13
Job Posting .....	11
Job Descriptions.....	18
Job Classifications - New .....	18
Jury Duty .....	23
Just Cause .....	30
Kitchen Intern .....	18
LABOR MANAGEMENT COMMITTEE .....	38
Layoff.....	7-8
Layoff Notice.....	8
Leave of Absence - Other.....	24-25
Leave of Absence and Personal Absence - Definition .....	23
Leave of Absence Non-Forfeiture of Accrued Rights .....	25
Leave of Absence and Personal Absence - Requests .....	24-25
LEAVES OF ABSENCE AND PERSONAL ABSENCES .....	23-25
Leaving Employee Housing .....	26
Letter of Agreement – Commitment to Training and Development .....	70
MANAGEMENT RIGHTS .....	4-5
Meal Periods.....	16
MEALS, HOUSING AND RECREATION .....	25-26
Medical Leave of Absence .....	24
Modified Alternative Work Program .....	12
Mountaineering School - Summer.....	36-37
New Classifications .....	18
Overtime Rates .....	12-13
Paid Release Time .....	4
Pay Checks .....	16-17
Pension .....	28
Pension - APPENDIX "E".....	67-69
PERFORMANCE EVALUATIONS.....	9
Personal Absence.....	25
PREAMBLE .....	1
Premium Conditions.....	16
Probationary Period .....	31
Qualifying for Positions.....	10-11
RECOGNITION AND UNION SECURITY .....	1 - 2
Red Circled Employees .....	51
Reduction in Work Force/Layoff .....	7-8
Regular Employees.....	5
Rehire Status .....	7
Reporting Pay.....	15
Representation at Disciplinary Hearing .....	3-4
Rest Period.....	16
Return to Duty .....	25
Road Closures.....	14
SAFETY .....	34
Schedule of Wages - Agreement .....	16
Scheduling .....	14
Scheduling by Seniority .....	14
Seasonal Work Units .....	10
Seasonal Performance Evaluations.....	9
SECURITY.....	29
Seniority Definition .....	6
SENIORITY .....	6-8

SEPARABILITY .....	35
Shift Differential .....	13
Sick Leave - Integration with State Disability and Workers' Compensation .....	22
Sick Leave Payment .....	22
Sick Leave Accrual .....	22
Sick Leave - Doctor's Certification .....	22
SICK LEAVE .....	22
Signatures of Agreement .....	39
Split Shift Differential .....	13
STRIKES, STOPPAGES, AND LOCKOUTS .....	34
SUCCESSORSHIP .....	35
Summer Bids .....	11
Suspension and Discharge Grievances .....	33
Temporary Workers .....	6
TERM OF AGREEMENT .....	39
Tips and Gratuities .....	17-18
Training Differential .....	14
UNEMPLOYMENT COMPENSATION AND STATE DISABILITY INSURANCE .....	35
UNIFORMS AND EQUIPMENT .....	28-29
Union Representatives and Stewards .....	3
Union Leave of Absence .....	25
Union Dues/Fees - Checkoff .....	2
Union Membership .....	1 - 2
Union Business .....	3-4
Union Notification of New Employees .....	2
Union Recognition .....	1
UNION BUSINESS .....	4
Vacation Accrual .....	20
Vacation Upon Termination of Employment .....	21-22
Vacation Period .....	21
Vacation Pay .....	20
VACATION .....	20-22
Wage Schedules - APPENDIX "A" .....	40-45
WAGES AND CLASSIFICATIONS .....	16-18
Work Areas - APPENDIX "C" .....	64
Work Units and Levels - APPENDIX "B" .....	53-63
Work Load .....	15
Work Week/Work Day Definition .....	12
Work in a Different Classification .....	17
YOSEMITE MOUNTAINEERING SCHOOL/WINTER SKI SCHOOLS .....	37-38

Field Representative: \_\_\_\_\_

SEIU Pension Information: 1-800-458-1010

Union Steward: \_\_\_\_\_

Phone: \_\_\_\_\_



**YOSEMITE**

YOSEMITE CONCESSION SERVICES CORPORATION  
AN AUTHORIZED NATIONAL PARK SERVICE CONCESSIONER  
A DELAWARE NORTH COMPANY

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