

**THE HOTEL HERSHEY CONTRACT  
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**HERSHEY ENTERTAINMENT & RESORTS  
THE HOTEL HERSHEY AGREEMENT**

Articles of Agreement made this 5th day of March and effective as of March 17, 2014, between *Hershey Entertainment & Resorts*, of Hershey, Pennsylvania, a Pennsylvania corporation, hereinafter called "Employer," and CHOCOLATE WORKERS' LOCAL UNION No. 464 of the BAKERY, CONFECTIONERY, TOBACCO WORKERS' and GRAIN MILLERS INTERNATIONAL UNION OF AMERICA (AFL-CIO), of Hershey, Pennsylvania, hereinafter called "Union."

**WITNESSETH:**

In consideration of the good will of each party to the other, which is hereby acknowledged, and the mutual covenants herein contained, it is hereby agreed by and between the parties hereto:

**1. Purpose and Intent**

**1.1 Common Purpose:** In entering into this Agreement, the Employer and the Union have the common purpose of providing for a harmonious working environment, and for fair and peaceful settlement of any employee grievances and of any dispute that may arise between the Employer and its Employees.

**1.2 Agreement:** The Union and the Employer agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms meeting all conditions of employment and similar or related subjects. During the term of this Agreement, neither the Employer nor the Union shall be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, which includes such items as pensions, merit reviews, and work standards. This paragraph shall in no way detract from the provisions of the grievance and arbitration procedures.

**1.3 Lawful Provisions:** Any provisions of this Agreement adjudged unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void. All other provisions of this Agreement shall continue in full force and effect.

**1.4 Amended Only By Writing:** This instrument, which incorporates the entire Agreement and all understandings between the parties, shall be altered or amended only by writing signed by both parties.

## **2. Terms of Agreement**

- 2.1 Duration:** This Agreement shall continue in full force and effect until midnight, March 18, 2018, and, thereafter, until a new contract has been entered into, with either party having the right to terminate after the expiration date, upon giving sixty (60) days' advance written notice. In the event either party presents a notification as prescribed, it is agreed an initial meeting shall be held within seven (7) days following date of notification.

## **3. Recognition of the Union**

- 3.1 Exclusive Representation:** The Employer recognizes the Union as the sole and exclusive bargaining agent of all the full-time and part-time employees of *The Hotel Hershey*, exclusive of office workers, management and supervisory employees, professional employees, , lifeguards and fitness staff, safety and security officers, and any other persons excluded by law, pursuant to NLRB Certification 4-RC-6845, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment..
- 3.2 Covered Employees:** This Agreement shall relate only to full-time and part-time employees (as defined in Article 6 Classification of Employees) of *The Hotel Hershey*. The word "department" shall refer to departments of *The Hotel Hershey*.

## **4. Work Stoppages and Lockouts**

- 4.1 No Strike Provision:** Strikes, picketing, slowdowns or stoppages of any kind or lockouts are prohibited under the terms of the Agreement.

## **5. No Coercion or Interference**

- 5.1 No Coercion:** The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the Constitution and By-laws of the Union, the dispute shall be regarded as a grievance and be submitted to the grievance procedure, and, if necessary, to the final determination of an Arbitrator.



**5.2 Non-Interference:** The Employer agrees not to interfere with the rights of its employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.

## **6. Classification of Employees**

**6.1 Seasonal/Restricted/Unrestricted:** The term “part-time employee” shall include any employees heretofore classified as “part-time,” “seasonal,” “restricted,” and “unrestricted,” except for casual employees as herein defined. Unrestricted part-time employees are those that are available to work all shifts, times and days. They have as a final goal the attainment of full-time status. Unrestricted part-time employees shall have seniority over restricted part-time employees. Restricted employees shall be those that voluntarily restrict the times and / or days they are available to work. “Part-time restricted” employees must be available to work at least one shift on weekends and holidays. This restriction may be altered three times a year, January 1, June 1, and September 1. Seasonal employees are considered “restricted,” as they have a foreseen employment ending date. At no time would the seniority of a part-time employee take preference over a full-time employee. (*Chocolate Spa* employees should refer to the March 3, 2014 Spa Addendum.)

**6.2 Casual Employees:** Casual employees of *The Hotel Hershey* work only for events in which additional staffing is needed and are excluded from the bargained part-time classification under this Agreement.

**6.3 Full-time Employment Status:** Employee status and benefits are determined by number of hours worked to qualify for full-time status and full credit for benefit contribution.

Worked hours within this contract’s bargaining unit shall be comprised only of regular, overtime, vacation, holidays, personal days, unpaid FMLA leave, workers’ compensation, military leave, jury duty, bereavement leave, orientation, Accident & Sickness hours equivalent to 40 hours per week. For an employee to be eligible to obtain full-time status, the minimum hours requirement must be obtained from work in the home position code. Once an employee achieves full-time status, that status may be maintained by crediting hours worked in any position code throughout any operation of HE&R.

a. Hours lost due to the planned temporary closing of a 12-month food & beverage operation of at least one week in duration will be eligible for shut down credits equal to 28 hours per week. Should employees

bump for hours, they will receive the greater of the shut down credit or the actual hours worked.

The evaluation year is defined in the chart below. The hours requirement to obtain and/or maintain full-time status is 1456 hours.

<b>Measurement Period</b>
October 14, 2013 to October 12, 2014
October 13, 2014 to October 11, 2015
October 12, 2015 to October 9, 2016
October 10, 2016 to October 8, 2017

In the calculation of hours, the fractional number of hours will be converted to a whole number by following the “common method” of rounding. If the first decimal place is less than 5, the decimal place will be rounded down. If the first decimal place is 5 or greater, then the number will be rounded up.

- a. Grandfathered status doesn't negate the worked hours requirement.
- b. Replace vacant positions based on the status of the departing employee.
  - i. If employee status was full-time, post as full-time.
- c. Unrestricted part-time employees could gain full-time status if they work sufficient hours.
  - i. Part-time employees will be evaluated on their initial union anniversary date. If they have achieved the hours requirement, they will become full-time effective with the first pay period following their anniversary date. They will be extended benefit enrollment options, and benefits become effective 90 days from their anniversary date.
  - ii. Part-time employees in subsequent years of employment will be evaluated within the regular evaluation period. If they have achieved the hours requirement, they will become full-time effective the first day of the first pay period following the end of the measurement period (see chart). Seniority in regards to scheduling will take effect the following week. Benefits become effective within 90 days from the date they are transferred to full-time, typically effective the beginning of the first pay period of the new calendar year.

In the event an employee does not work the minimum hours requirement during any evaluation period, the employee's full-time status becomes probationary during the following benefit year, and the employee must

work the minimum hours requirement in the next measurement period to maintain full-time status. Failure to work the minimum hours requirement during any probationary year will cause the employee to lose full-time status, and convert to part-time status, effective the first pay period of the new calendar year.

During the probationary period, employees will receive 80% of the company credits toward their medical, dental, and vision benefits, and Health Savings Account (HSA) if applicable.

**6.4 Part-time Regular with Benefits Employment Status:** Part-time employees shall receive time and one-half for hours worked on paid holidays, and other overtime as stipulated by the terms of this Agreement. Part-time employees shall not be eligible for vacation pay (unless selected as PTRB or PTRB+ option outlined in Article 28.8), holiday pay, and group insurance. However, part-time employees who work 1000 hours or more in a calendar year will be eligible for retirement benefits.

Part-time employee status and benefits are determined by number of hours worked to qualify for Part-time Regular with Benefits (PTRB) and Part-time Regular with Benefits Plus (PTRB+). The hours requirement to obtain and/or maintain PTRB status is 1000 – 1559 hours\*. The hours requirement to obtain and/or maintain PTRB+ status is 1560 or more hours. Worked hours are defined as outlined in Article 6.3.

\*Employees working 1456 or more hours in their home position code during the measurement period will be offered full-time status. If the employee declines full-time status, they will be eligible for PTRB or PTRB+ status based on hours worked. Part-time employees must be available for all shifts and days that the department operates to be eligible to achieve full-time status.

Measurement Period
October 14, 2013 to October 12, 2014
October 13, 2014 to October 11, 2015
October 12, 2015 to October 9, 2016
October 10, 2016 to October 8, 2017

In the calculation of hours, the fractional number of hours will be converted to a whole number by following the “common method” of rounding. If the first decimal place is less than 5, the decimal place will be rounded down. If the first decimal place is 5 or greater, then the number will be rounded up.

- a. Part-time employees will be evaluated on their initial union anniversary date. If they have achieved the hours requirement, they will become PTRB or PTRB+ effective with the first pay period following their anniversary date. They will be extended benefit enrollment options, and benefits become effective 90 days from their anniversary date.
- b. Part-time employees in subsequent years of employment will be evaluated within the regular evaluation period. If they have achieved the hours requirement, they will become PTRB or PTRB+ effective the beginning of the first pay period of the new calendar year. Benefits will also become effective the beginning of the first pay period of the new calendar year.

Benefit options for PTRB and PTRB+ employees are outlined in Article 28.8 Part-time Benefits.

**6.5 Maintaining Full-time Status:** Employees who qualify as “full-time employees” under the provisions of Article 6.3 herein shall be available for regular full-time employment and shall not lose such status except upon termination of employment or as defined in Article 6.3.

## **7. New Employees - Probationary Period**

**7.1 Length of Probation/Full-time Employees:** Newly hired full-time employees shall be considered on probation for a period of nine (9) consecutive and complete bi-weekly pay periods commencing with the first day of active employment (excludes Company Orientation), but such probationary period shall be extended for the equivalent number of working days that probationary employees shall be absent from scheduled employment in excess of ten (10) working days during the probationary period. Thereafter, their *The Hotel Hershey* seniority rights shall begin and shall apply from the date of hiring. (*Chocolate Spa* employees should refer to the March 3, 2014 Spa Addendum.)

**7.2 Length of Probation/Part-time Employees:** The probationary period for newly hired part-time employees shall be nine (9) consecutive and complete bi-weekly pay periods commencing with the first day of active employment in a new pay period (excludes Company Orientation). All returning part-time seasonal employees (PTS) will serve a probationary period of nine (9) consecutive and complete bi-weekly pay periods in subsequent seasons. (*Chocolate Spa* employees should refer to the March 3, 2014 Spa Addendum.)

**7.3 No Grievance:** During this probationary period, an employee shall be subject to layoff, discipline or discharge at the sole discretion of the Employer and its action shall not be the subject of a grievance.

## **8. Union Security**

**8.1 Membership for Full-time Employees** All persons who are full-time employees on the effective date of this Agreement and who are still employed by the Employer shall as of said date as a condition of employment become (if they have not previously become members of the Union) and remain members of the Union in good standing for the duration of this Agreement. All full-time employees hired subsequent to the effective date of this Agreement who are still in the employ of the Employer thirty (30) days after hire shall become and remain members of the Union in good standing for the duration of this Agreement as a condition of employment.

**8.2 Membership for Part-time Employees:** All part-time employees who are members of the Union on the effective date of this Agreement and who are still employed by the Employer thirty (30) days thereafter shall, after such thirty day period, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All such employees who hereafter become members of the Union shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement.

**8.3 Dispute Regarding Membership:** If any dispute arises at any time as to whether any employee is or is not a member of the Union in good standing and an agreement cannot be reached, the dispute shall be adjudicated by an arbitrator, chosen in accordance with the provisions hereof, whose decision shall be final and binding on the Union, the Employer, and the employee.

**8.4 Authorized Deductions for Initiation Fees and Dues:** A voluntary irrevocable check-off is continued in effect for all employees within the collective bargaining agreement.

- a. Initiation fees will be deducted the first pay of the month after 30 days for full-time employees. Full-time union dues will be deducted the first pay of the month after 30 days.
- b. Part-time agency fees will be deducted the first pay of the month after 30 days. Agency fees at the present rate of \$5.50 per pay will be deducted from each biweekly pay that the part-time employee receives.

- c. Seasonal part-time employees, as covered by the bargaining units, will have agency fees at the present rate of \$5.50 per pay deducted the first pay of the month after 90 days. Seasonal part-time employees who worked in a position recognized by this collective bargaining agreement and return in the next subsequent year to a position under this collective bargaining agreement will have agency fees deducted beginning with the first pay.

**8.5 Service Charge:** All part-time employees, after the expiration of their period of probationary employment, who do not join the Union, shall as a condition of employment pay to the Union each month of active employment a service charge as a contribution toward the administration of this Agreement, in an amount equal to the regular monthly dues. Such contribution shall be checked off upon proper written authority executed by the employee.

**8.6 Termination for Failure to Pay Dues:** Employees who are suspended for failure to pay union dues or initiation fees will have their employment terminated if their suspension lasts longer than seven calendar days.

**8.7 Indemnification:** The Union will indemnify and hold the Employer harmless against any and all suits and other forms of liability and legal fees that shall arise upon or by reason of action taken by the Employer for purposes of complying with this article.

## **9. Union Representation**

**9.1 Union Stewards:** The bargaining unit employees may elect no more than one Union Steward per department, per shift. The Branch President may appoint an assistant Union Steward. This will be communicated to the Director of Employee Relations in writing. No employee will be considered a bona-fide Union Steward without written notification from the Union. (*Chocolate Spa* employees should refer to the March 3, 2014 Spa Addendum.)

**9.2 Union Access:** The Business Agent, Branch President, or their designees shall have access to all departments during normal business hours with advance notice and permission from a Human Resources manager or the Manager on Duty. Such access shall not be unreasonably withheld.

**9.3 Time Off for Union Business:** Employees who are delegated to represent the Union at a convention or other meeting shall be granted time

off without pay for that purpose, provided that they give their department heads adequate advance notice.

- 9.4 Voting of Union Elections:** Voting of union elections may be held on company property if requested by the Union.

## **10. Nondiscrimination**

- 10.1 Nondiscrimination:** It is the policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, ancestry, age, national origin, citizenship, gender, sexual orientation, gender identity, or expression, marital status, pregnancy, genetic information, parental status, economic status, political affiliation, physical or mental disability, or any other legally protected group status.

## **11. No Change Clause**

- 11.1 Conditions of Employment:** No change in the present rates of pay, wages, hours of employment or other conditions of employment shall be made during the life of this Agreement or any extension thereof, except as provided herein or after collective bargaining between the parties hereto.
- 11.2 Change to Work Unit:** No extensive change in the constitution of any work unit shall be made without first discussing the change with the Union.

## **12. Company Policies, Rules and Regulations**

- 12.1 Rules and Regulations:** The Employer shall continue, and from time to time may change, such rules and regulations as it may deem necessary and proper for the conduct of its business. All such rules and regulations which are reasonable shall be observed by the employee. The Union shall be furnished a copy of any change or new rule at the time it is disseminated to employees. This does not diminish the Union's right to grieve new rules or changes.
- 12.2 Union Support and Endorsement of Policies:** The Employer shall issue policy statements regarding such topics, including but not limited to, sexual harassment, confidentiality of company/divisional financial and long term plan information, use of company electronic resources, employee violence, reasonable search, and fitness for duty. The Union agrees to fully support the dissemination, education and enforcement of those

policies that the Union also endorses, such endorsement not to be unreasonably withheld. It is understood that the Employer has the right to issue and enforce such policies whether or not endorsed by the Union.

- 12.3 Policy Prohibiting Workplace Violence:** The Union and Employer support a workplace for all employees that is free of violence, threats of violence, harassment, intimidation, and other disruptive behavior. Employees who commit such acts may be removed from the premises, pending the outcome of an investigation, and may be subject to disciplinary action as outlined in Article 13.
- 12.4 Reasonable Suspicion/Fit for Duty:** The Union agrees to a policy that outlines the process to be followed in addressing situations where there appears to be reasonable suspicion that an employee is under the influence of drugs and/or alcohol and does not appear to be fit for duty. This process will be contained under separate document and will be updated as needed based upon current and changing law.
- 12.5 Communication with Employees:** Management agrees to set up meetings to discuss employee concerns on an ongoing basis.
- 12.6 Check of Driving Records:** Local 464 agrees that any bargaining unit employee who drives a company vehicle will be obligated to inform management of any change in their driving record as soon as the information is known. They also agree that management has the right to check an employee's driving record once a year.
- 12.7 Electronic Communication Devices:** Employees are prohibited from using any electronic communication devices while working any shift, whether provided by the Company or personally owned, except to the extent reasonably necessary to perform their duties and/or to address an emergency.
- 12.8 Compliance Hotline (1-866-475-2004):** The Employee Handbook (on MyPath.HersheyPA.com), provides specific procedures for filing complaints and reporting violations of the Company's policies and procedures. Employees are expected to continue reporting complaints and suspected violations through these established procedures, including the grievance procedure for the collective bargaining agreement, which generally requires Employees to inform their immediate supervisors, managers, the Human Resources staff, or the Legal Department of suspected violations. However, if the suspected violation is not covered by existing procedures, is especially urgent, or is of a nature that the Employee prefers not to be identified, Employees should call the Compliance Hotline. The Compliance Hotline is a toll-free number



designed to protect confidentiality and anonymity. Reports may be made 24 hours a day, 7 days a week.

**12.9 Policy Prohibiting Harassment and Sexual Harassment:** The Union and Employer agree to a workplace that will not tolerate harassing conduct, including bullying and intimidation, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Employees who commit such acts may be removed from the premises, pending the outcome of an investigation, and may be subject to disciplinary action as outlined in Article 13.

**12.10 Fit for Duty:** The Union agrees to support a process to address employees who appear to be experiencing a pattern of mental or physical limitations impacting their job performance and/or safety of the work environment and may need to be released from a medical provider to return to work, with or without restrictions and/or reasonable accommodations.

### **13. Discipline and Discharge**

**13.1 Power of Discharge and Discipline:** Full power of discharge and discipline shall remain with the Employer, it being specifically understood and agreed between the parties hereto that this power shall be exercised with justice and due regard to the reasonable rights of the employees.

**13.2 Progressive Discipline:** *Hershey Entertainment & Resorts* uses a progressive discipline process which may include the following steps: documented verbal warning; written informational warning; 1 day suspension; 3 day suspension; 5 day suspension; indefinite suspension/termination. For serious offenses, such as theft, fighting or drug use, several steps of discipline may be bypassed and a suspension or termination may result.

**13.3 Documentation:** Management has 15 calendar days from the time they became aware of an incident to document the incident with a Personnel Action Memorandum (PAM).

**13.4 Signature Requirement:** Employees must sign PAM's or other documentation of an incident when presented to them, such as but not limited to Attendance Tracker Documents (ATD's). This signature does not constitute an admission of guilt or agreement with the facts as stated on the document, only that the employee has been made aware of the facts.

- 13.5 Retention of PAMs for Violations:** PAMs shall not be the basis for progressive discipline when those PAMs were issued more than twelve (12) months before the incident precipitating the current discipline, unless those PAMs were issued for a violation of Sexual Harassment and Harassment policies, Electronic Resources, Confidentiality, Workplace Violence, or Drugs and Alcohol policies.
- 13.6 Suspensions:** Suspensions will be served within thirty (30) days from the date of the issuance of the PAM noting the suspension. If the suspension is not served within this 30-day period it will be deemed to have been served and will count within the Progressive Discipline System.
- 13.7 Notification/Confidentiality Requirements:** The Employer shall notify the Union Office and Union Steward at least twenty-four (24) hours before the layoff for slack work or dismissal of any employee, stating the reasons for the proposed layoff or dismissal, provided, however, that the Union shall hold such information in strict confidence, and shall not communicate such information to the employee.
- 13.8 Unjust Suspension or Discharge:** If after investigation, the Union determines that an employee has been unjustly suspended or discharged, the matter may be settled by use of the grievance procedure.

#### **14. Conference Committee**

- 14.1 Selection/Membership:** A Conference Committee composed of six (6) representatives of the employer and six (6) representatives of the Union (one from each contract) shall be established for the purpose of adjusting all disputes which have not been settled satisfactorily or complaints filed by the employer, which have been referred to them by the Branch President and/or the Director of Employee Relations or their representative. The Director of Employee Relations shall serve as secretary for this committee.
- 14.2 Approval of Meeting Records:** The record of any meeting must be approved by the entire committee to be considered final and conclusive.

#### **15. Grievances**

- 15.1 Good Faith Effort:** Both the employer and the Union shall make every effort to reach the earliest possible settlement of matters at the lowest level in the procedure, and any settlement reached at any stage shall be final and conclusive.

**15.2 No Work Stoppage:** If any dispute shall arise between the Employer and the Union, or its members, there shall be no suspension of work or slowdown on account of such difference or dispute, but such dispute shall be treated as a grievance and settled in accordance with the procedure hereinafter set forth. All employees are encouraged to address their grievance and concerns through the grievance process prior to the matter being discussed with another legal entity.

**15.3 Grievance Procedure:**

1. **First Step:** First step shall be between the aggrieved employee, his/her Union Steward, and the immediate Supervisor and his/her Supervisor or the Human Resources Representative. Any complaint or dispute to be considered shall be discussed with the Supervisor within fifteen (15) calendar days after the date on which the facts or events upon which the complaint is based shall have existed; provided the complainant is knowledgeable of the event or facts. The Record of Dispute or Complaint form must be filed within the time limits specified above.

Should the Employer fail to respond to the Record of Dispute or Complaint form within fifteen (15) calendar days of receiving same from the Union, the Employer shall be deemed to have waived its right to respond and the complaint remedy sought shall be granted.

The failure of an employee or the Union to file a Complaint or Dispute form within this fifteen (15) calendar day period shall constitute a waiver of the right to file. If both parties act and fully discuss their problem in good faith, a fair and speedy solution to most complaints can be made at this step. If it is not settled at this step, the grievance in order to be considered further shall be submitted in writing on a prescribed form to the second step.

2. **Second Step:** Second step shall be between the Branch President and the Director of Employee Relations or a representative. Any matter referred to the Branch President and the Director of Employee Relations shall be in writing on a form agreed upon by the Employer and the Union.
3. **Referral to Third Step:** If the Branch President and the Director of Employee Relations or a representative are unable to reach a satisfactory conclusion of the controversy, the written dispute presented to them shall be referred to the third step within fifteen (15) calendar days.
4. **Third Step:** The third step shall be joint meeting of the Union and Management Conference Committees and shall take place at the earliest day of convenience to the parties, but no later than thirty (30) calendar days from date of notification. Any case referred to the Conference

Committee and held in abeyance by the Union, and not discussed again within thirty (30) calendar days of being held in abeyance, shall be considered dropped. Any case held in abeyance by Management, and not discussed again within thirty (30) calendar days of being held in abeyance shall be granted.

5. **Referral to Arbitration:** In the event that any dispute is not settled within thirty (30) calendar days after submission to the Conference Committee, the dispute shall be determined by arbitration before an impartial arbitrator designated as hereinafter provided. The final decision of such arbitrator shall be binding upon both parties, and the expense of the arbitration shall be borne equally by the parties to this Agreement. Time spent by an aggrieved employee, or other employees of the Employer in or before the Conference Committee, at its request, shall be considered as time worked, but they shall not be paid premium pay for such time unless they would otherwise have earned premium pay on their jobs.
6. **Selection of Arbitrator:** The parties, by agreement, designate their respective attorneys to use the American Arbitration Association in the selection of an impartial arbitrator. The selection of the arbitrator from the list presented by the American Arbitration Association shall be by agreement of the parties, or failing agreement, by the “crossing” (strike) method of selection.

## 16. **Posting of Jobs**

- 16.1 **Duration and Locations of Postings:** All newly created jobs or vacancies must be posted for a period of seven (7) calendar days at designated locations: designated bulletin boards, binders, or the company internal job posting board (employee portal) accessible throughout designated divisions of the company, and at the local union office.
- 16.2 **Selection/Seniority:** Such newly created full-time jobs or vacancies shall be filled on the basis of experience and qualifications of the candidate. (See Appendix I, VII Special Factors.) During the internal 7-day posting, only internal applicants may apply. Qualified applicants are then deemed candidates. Candidates are then ranked by seniority to extend an offer. Candidates who are employees of *The Hotel Hershey* shall have first preference, in accord with their contract seniority by classification. If a full-time employee is not awarded the position, the part-time unrestricted employee will be awarded the full-time position in accord with their contract seniority. Then candidates employed by other divisions of the company shall have secondary preference in accord with their company seniority. Seniority rights of employees of other divisions of the company

who may be offered and accept such jobs shall thereafter, for all purposes except vacation pay, healthcare, and retirement benefits, be based upon their *The Hotel Hershey* seniority only, which may not include prior company seniority. Upon review of the internal candidate pool at the conclusion of the 7-day internal posting, should there not be an experienced and qualified candidate, the position will be posted externally. All candidates at this point forward, including internal applicants who apply after the 7-day internal posting has expired, will be ranked based upon experience and qualifications, with an offer extended to the individual deemed by management to be the most qualified. Management reserves the right to concurrently post internally and externally for those positions with specialized skills.

**16.3 Return to Former Job:** In the event that the employee selected is not satisfied with the job or is unsatisfactory on the job, they shall have the right to return to their former job within a five (5) working day period, and the remaining applicants on the original posting shall be considered for the job. The employer retains the right to return the employee to his/her former job should a vacancy exist for a sixty (60) day period. If no vacancy exists, the employee will be placed in a lay-off status. During this period the employee should sign internal job postings. If after one year the employee fails to successfully sign for a job, their employment will be terminated.

**16.4 New Position Probation:** An employee who transfers to a new position (via a job posting or other means) will serve a 60-day probationary period during which they will be scheduled as the least senior employee. At the end of the probationary period, the employee will be placed on the schedule according to contract seniority date. (*Chocolate Spa* employees should refer to the March 3, 2014 Spa Addendum.)

**16.5 Duties of Two or More Positions:** When an employee holds a position that combines duties of two or more positions, the employee shall be paid the hourly rate of the higher position, provided he/she performs duties of that position for at least two (2) hours during the shift.

**16.6 Primary Shift:** All newly created job postings will have a primary AM or PM shift.

## **17. Notifying Union of New Hires and Terminations**

**17.1** Once a week the Employer shall give the union office a list containing the names and addresses of all newly hired employees and the names of all employees whose employment has terminated.

**18. Posting of Union Notices**

**18.1** The Union shall post all union notices on the Employer's bulletin boards in conformity with the following procedure: The Union shall present all notices other than those pertaining to union meetings, dues, entertainment and safety first to the Director of Employee Relations or the designated Human Resources representative for approval. Should any notice be disapproved, the Employer shall state the objection thereto so that the notice may be drafted free from such objections.

**19. Seniority**

**19.1 Basis for Promotions, Layoffs and Recalls:** The basis for promotions, layoffs and recalls in the working force shall be length of continued contract service, training and efficiency.

**19.2 Continued Service/Layoff or Illness:** A one (1) year or less layoff caused by lack of work or a two (2) year or less absence caused by illness, followed by reinstatement, shall not alter length of continued service.

**19.3 Determination for Layoff:** Seniority, skill, ability and experience shall determine the order in which employees are to be laid off. If after investigation, the Union determines that an employee's seniority does not warrant a layoff according to the Agreement, the matter may be settled by use of the grievance procedure.

**19.4 Rotation of Work during Slow Periods:** Consistent with efficient departmental operation, rotation of available work during slow periods among employees of a respective department may be accomplished, provided this practice is with the consent of the entirety of the affected full-time employees in that classification in such department.

**19.5 Limitation on Bumping into Positions:** Upon notice of layoff or reduction in hours, employees will have two (2) working days to exercise their seniority and "bump" into other positions which they have held within the last six (6) months or positions which they can immediately perform. Failure to exercise that right within two (2) days will result in employees losing the right to "bump." Employees must work in their classification before bumping into another classification. If the reduction in hours occurs after Sunday at 6 PM, employees may only bump within their home department.

- 19.6 Establishment of Seniority Date:** Newly hired full-time or part-time employees shall not establish any seniority rights during their probationary period of employment. After they have completed their probationary period, the date of hire shall become their seniority date. Employees who are awarded a new position via the job posting system will establish seniority after 60 calendar days within their classification status (Refer to Article 6 Classification of Employees).
- 19.7 Limitation on Seniority Rights:** Employees transferred to supervisory or other positions with the Employer outside of the bargaining unit shall retain, but no further accumulate, seniority for a period of two years. Should the employee wish to return to a position within the bargaining unit, they may only do so through the posting system as an external candidate and with approval of Conference Committee.
- 19.8 No Right to Bump:** Employees of *The Hotel Hershey* shall have no right to “bump” into jobs in other divisions of the company and employees of such other divisions shall have no right to “bump” into jobs at *The Hotel Hershey*.
- 19.9 Determination of Seniority:** Seniority for employees shall include total company seniority, subject, however, to the provisions of Article 16.2. For employees who have the same seniority date, the employee with the lower employee number is considered more senior.
- 19.10 Seniority Groups:** Separate seniority groups shall be created applicable to persons meeting the definition of “full-time employees” and “part-time employees” as outlined in Article 6.1, Classification of Employees. Each group shall be treated as a separate group and no part-time employee shall be permitted to exercise rights in the other group unless a job opening exists in the full-time group for which no existing member of said group has signed a posting.
- 19.11 Seniority of Union Stewards:** Union Stewards and officers who administer the grievance procedure shall have preferential seniority treatment in cases of layoff and recall, provided, however, that such seniority exercised shall not cause the layoff or displacement of the working foreman. Supervisors should schedule the Union Steward for not less than 32 hours per week, provided work is available. This protection will apply to the Senior Steward of the department where there is more than one Union Steward in the department. The Conference Committee member is automatically considered most senior in the department in which they work. (*Chocolate Spa* employees should refer to the March 3, 2014 Spa Addendum.)

**19.12 Weekend and Holiday Preference/Business Needs:** Seniority and qualifications by shift shall govern weekend and holiday preference. Any agreement governing specific holidays shall remain in force for the life of this Agreement. However, the Employer reserves the right to schedule based upon business needs; for example if operational requirements demand that the entire staff is needed to work a specific function then the demands of the operation will take preference over seniority in regards to being off on a holiday or weekend.

**19.13 Seniority Lists:** Updated seniority lists will be provided twice a year.

**19.14 Termination of Seniority:** An employee's seniority will be terminated for the following reasons:

- a. Voluntary termination of employment
- b. Discharge for just cause
- c. Involuntary layoff in excess of one year
- d. Failure to report to work within two days of the end of an approved leave of absence
- e. Retirement

**19.15 Job Duty Flexibility:** Individual employees may possess capabilities based on personal work history. The individual is encouraged to meet with Management and the Union to validate any additional capabilities which he/she may possess for the purpose of bumping into positions (Article 19.5). For Unemployment Compensation claims that are received by the Company, the company agrees that only compensation from work within the employee's current primary assignment that the employee could have evoked his/her seniority to gain will be reported as potential earnings.

## **20. Scheduling**

**20.1 Communication of Schedule Changes:** Schedule changes made after 6:00PM Sunday for the following week will be communicated by the manager who makes the change.

**20.2 On-Call Policy:** Employees will not be obligated to be on-call for more than a combination of working days and on-call days that equal a total of five days (i.e., if an employee is scheduled to work three days in a week they can be on call for a total of two days). Every attempt will be made, on a weekly basis, to insure that the most senior employee on call will continue to be scheduled for the most hours.

**20.3 Scheduling of Meetings:** Every effort should be made by employees to attend departmental mandatory meetings, and every effort should be



made by management to schedule meetings when the majority of employees are scheduled. Meetings can take place before, during, or after the shift with prior notice on the schedule. If an employee is off he/she will be paid the time allotted for the meeting at the negotiated rate. Employees who are unable to attend should notify management so arrangements can be made. Mandatory meetings are considered a scheduled shift and are subject to the Attendance Policy. Employees who are scheduled for paid time off (vacation, personal day, sick day) will not be required to attend mandatory meetings.

- 20.4 Scheduling by Primary Assignments:** Employees will be scheduled in their primary assignment (shift and area) where their seniority currently places them, but may be moved according to their seniority and operational needs.
- 20.5 Shift to Different Stations:** The Employer shall have the right to shift personnel within a department to different stations as required by the number of guests from time to time.
- 20.6 Lead Rate:** In the absence of the appointed lead, management will designate an alternate to receive the lead rate.
- 20.7 Bumping to Acquire Hours:** Bumping to acquire hours must be accomplished by 6 PM on Sunday.
- 20.8 Rotation of Weekends Off:** The Housekeeping staff will rotate weekends among full-time and part-time employees, April through August. Housekeepers will receive at least one day off per week.
- 20.9 Order of Precedence for Time Off:** Approved vacation days supersede personal days, which supersede requested days off. Full weeks of vacation have precedence over partial weeks.
- 20.10 Posting of Schedules:** Management agrees to post all schedules by 12:00 PM Friday. Employees may not leave their assigned work areas to view schedule. Schedule should be viewed on breaks and off hours.
- 20.11 Training When Additional Staffing is Needed:** If additional staffing is needed in another department within *The Hotel Hershey*, employees may ask to be trained for other jobs.
- 20.12 Disaster/Pandemic Flexing Workforce:** In the event of an emergency directly affecting the Employer's operations and/or public health, safety and welfare, certain provisions of this Agreement may need to be temporarily suspended to enable Employer to properly address the

emergency. Any union members affected by the suspension of any term(s) of this Agreement due to such an emergency will retain seniority and health care benefits during the emergency period, with the understanding that the employee's Collective Bargaining status and benefits will continue uninterrupted, including Union dues and deductions, and will then be returned to the position he or she held prior to the event. It is agreed that the Union does not gain representational rights to the non-union positions as a result of this action.

**21. Job Classifications and Rates**

**21.1 List of Classification and Rates:** Job classifications and rates applicable thereto have been supplied to the Union. The Employer and the Union shall mutually agree upon any changes to job classifications and rates during the term of this Agreement.

**21.2 Review:** During the term of this contract the Employer and the Union agree to review the wage rate or job classification applicable to a newly created job, a changed job, or of any employee wrongly classified.

**21.3 List of Employees/Job Titles:** The Employer will provide the Union once annually with a list of all employees and their job title.

**22. Wages**

**22.1 Definition of Hourly Rate of Pay:** Hourly rate of pay as used in this contract shall not include shift premium and shall mean the base hourly rate.

**22.2 Pay Rates:** The pay rates for the job classifications in the respective departments of *The Hotel Hershey* are set forth in a Schedule of Pay Rates, approved by the parties at the time of the signing of this Agreement and incorporated herein by reference. Approved copies of said Schedule of Pay Rates is on file in the offices of the Employer and the Union.

**22.3 Schedule of Pay Rate Increases:**

Effective Date:	March 17, 2014	March 16, 2015	March 14, 2016	March 13, 2017
<i>The Hotel Hershey</i> Full-time Employees	3%	2%	2%	2%

- 22.4 Shift Premium:** The Engineering Department will receive a 25¢ per hour shift premium for hours worked between 11:00 p.m. through 7:00 a.m. Shift premium pay is not eligible for overtime.
- 22.5 Appearance Pay:** Employees appearing for work at their scheduled time and who have not been notified to the contrary shall be granted, before being relieved of duty, four (4) hours' work at the rate of pay for the work at which they were scheduled. Employees who volunteer to leave shall be paid only for hours worked.
- 22.6 Call-In Pay:** Employees called for emergency work shall receive a minimum of two (2) hours pay at the rate the Employer would have paid if such work had been performed.
- 22.7 Correction of Pay Checks:** If an error is less than a day it will be corrected on the next check. If the error is for more than one day (eight hours) or greater than \$100 in tips/service charges a separate check will be cut on the next corporate payroll workday.
- 22.8 Trainer Wages:** Certified trainers will be paid their base rate plus \$1.00 per hour for each hour of training. Certification will expire 3 years from date of certification class. Trainers may tender a resignation effective September 30 of any interim year. Management may accept resignations sooner when possible. Management reserves the right to disqualify a certified trainer for failure to follow standards.
- 22.9 Definition of Payweek:** For the purposes of computing holiday pay and premium pay, the payweek begins at 12:01AM on Monday.

**23. Overtime**

- 23.1 Overtime Hours:** Time-and-one-half shall be paid for all hours worked over forty (40) hours in any week, except that time-and-one-half shall be paid for all hours worked in excess of thirty-two (32) hours during a holiday week (as specified in Article 29), excluding the Christmas and New Year's holiday weeks. Hours worked on emergency jobs outside of the regular schedule shall not be taken off the regular schedule at the end of the week.
- 23.2 Scheduling of Overtime:** Overtime shall be scheduled on a mandatory or voluntary basis at the sole discretion of the Employer.

- 23.3 Distribution of Overtime:** Consistent with operating efficiency, the Employer shall distribute overtime equally to the extent possible within each department.
- 23.4 Seniority:** If all employees within an occupation or department refuse overtime, the least senior qualified employee will be required to work.
- 23.5 Authorization Requirement:** Overtime shall only be worked with the explicit authorization of a supervisor. If overtime is worked and not authorized, it may be subject to the progressive disciplinary process.

## **24. Leaves**

- 24.1 Medical Leave of Absence:** Employees who have been granted authorized leaves of absence in excess of 30 days due to illness or accident must provide seven (7) days advance notice to their department heads when they are ready and able to return to work. If requested, employees must provide a bona fide statement from their doctor certifying that they are presently able to return to work. The Employer reserves the right to have employees examined by its own physician. In the event of conflicting medical opinions, final decision as to the ability of the employee to return to work shall be made after examination by an impartial physician designated by the employee's doctor and the Employer's doctor. The cost of such examination by an impartial physician shall be borne equally by the Employer and the Employee. This paragraph does not apply to an employee who has been away from work by reason of illness or accident for a period of more than twenty-four (24) months.
- 24.2 Death in Immediate Family:** In the event of death in the immediate family, employees shall be permitted to take time off up to three (3) consecutive workdays, which shall include the day of the funeral or memorial service. For purposes of illustration, if an employee is scheduled to work Monday through Friday, and the funeral or memorial service of a member of that employee's immediate family is to be held on Wednesday of that work week, the employee may take Monday, Tuesday and Wednesday; Tuesday, Wednesday and Thursday; or Wednesday, Thursday and Friday. Additional time off may be granted without pay where required.

Full-time employees shall be paid straight time at their regular hourly rate of pay for such part of that time off as they would otherwise have been regularly scheduled to work, but not exceeding eight (8) hours in any one day or a maximum total of twenty-four (24) hours. Such time off shall not be regarded as time worked for the purpose of computing overtime. For

purposes of this Article, “regular hourly rate of pay” shall be the average hourly straight-time rate (excluding shift premium) earned during the week prior to that in which the death occurred. The rate of pay for tipped employees is governed by the chart in Article 22.3.

For the purpose of this Article, “immediate family” shall include the spouse, children, stillborn child, brothers, sisters, half-brothers, half-sisters, stepchildren, grandchildren, parents and grandparents of the employee. Mother-in-law and father-in-law will be considered immediate family if the employee is residing with their spouse at the time of the death. If a legal separation is in effect, the employee will be paid for the time lost during the day of the funeral (not to exceed eight (8) hours) provided they were scheduled for that day. A stepchild shall be regarded as a child, for the purpose of this paragraph, if such child is a member of the immediate household of the employee at the time of the child’s death. A stepparent shall be regarded as a parent for the purposes of this paragraph.

- 24.3 Military Leave of Absence:** Military Leave of Absence shall be granted pursuant to conditions and as provided by the Uniformed Services Employment and Reemployment Rights Act of 1994, as Amended [12/19/2005].
- 24.4 Jury Duty:** Time lost from work by full-time employees on jury duty shall be paid for by the Employer on a straight-time basis at the employee’s regular hourly rate of pay except for tipped employees whose rate of pay is governed by the chart in Article 22.3, provided, however, that any compensation or fees received for such jury duty shall be deducted from the amount to be paid by the employer. Time off for jury duty shall not be regarded as time worked for the purpose of computing overtime.
- 24.5 Family Medical Leave (FMLA):** *Hershey Entertainment & Resorts* complies with the provisions of the Family and Medical Leave Act of 1993 (FMLA). Employees who meet the established qualification criteria may be eligible for leave under the Family Medical Leave Act for a period not to exceed twelve (12) weeks. Employees who wish to apply for FMLA leave must notify their supervisor or the Employee Benefits Department regarding their need for leave. Disputes which arise concerning use of FMLA leave shall not be subject to the grievance procedures as outlined in Article 15. In any conflict between the Collective Bargaining Agreement and the regulations contained in the FMLA, the latter will prevail.

**25. Holidays**

**25.1 Full-time Eligibility for Holidays:** New employees shall not be entitled to paid holidays until three (3) months of full-time continuous employment is completed.

**25.2 Paid Holidays:** New Year’s Day, Independence Day, Labor Day, Thanksgiving and Christmas, or the days celebrated as such, shall be paid holidays for all eligible full-time employees. Employees shall be paid for eight (8) hours at their regular hourly rate of pay or at the Federal Minimum Wage, whichever is greater, for each paid holiday even if they do not work. Tipped rate for vacation, holidays, personal days, jury duty, bereavement leave, and mandatory meetings is governed by the chart in Article 22.3. However, if employees do work on any paid holiday then in addition to the foregoing eight (8) hours of holiday pay, they shall be paid at the rate of time and one-half for all hours worked at the regular rate of pay. Overtime will not be pyramided; hours worked as overtime will not be used to calculate overtime twice during the same pay week.

**25.3 Personal Days:** Employees shall receive five (5) personal holidays per calendar year to be taken at a time mutually agreed upon by the Employer and the employee. Employees shall be paid for eight (8) hours work at their regular hourly rate of pay or at the Federal Minimum Wage, whichever is greater, for the personal holiday. Full-time employees may carry over personal days through the end of February of the following year. Unused personal days will be forfeited after February. With prior approval, employees may schedule personal days in one-hour intervals.

**25.4 Prorating for Personal Days:** Employees will earn personal days on a prorated basis; however they may be taken in advance. Should these days be taken in advance the employer retains the right to deduct this personal day pay from the employee’s last pay check should the employee’s employment be terminated prior to earning the personal days.

<b>If you are hired between these dates</b>	January 1 and March 13	March 14 and May 25	May 26 and August 6	August 7 and October 18	October 19 and December 31
<b>You get:</b>	5 days	4 days	3 days	2 days	1 day
<b>After your 1<sup>st</sup> calendar year, if you quit between these dates</b>	January 1 and March 13	March 14 and May 25	May 26 and August 6	August 7 and October 18	October 19 and December 31
<b>You get:</b>	1 day	2 days	3 days	4 days	5 days

- 25.5 Christmas Day/New Year's Day:** Employees who are entitled to the Christmas and New Year's holiday shall receive eight (8) hours extra pay at their regular hourly rate of pay for the Christmas holiday and for New Year's holiday. For the purpose of this paragraph "regular hourly rate of pay" shall exclude shift premium. Such extra pay shall not be used for computation of overtime for the week.
- 25.6 Christmas Eve/New Year's Eve:** To clarify, Christmas Eve and New Years Eve are not paid holidays.
- 25.7 Time Lost on Overtime During Holiday Weeks:** Time lost on holidays shall not be made up except at overtime pay. To clarify, hours paid on a holiday count toward 40 hours worked in a holiday week for the purpose of overtime.
- 25.8 Absence on Days Preceding/Following a Holiday:** An employee shall not be entitled to be paid for a holiday if s/he is absent on the holiday or the previous or succeeding scheduled workday without leave and without good cause. A dispute as to whether good cause existed shall be handled as a grievance.
- 25.9 Sick Leave:** An employee who has been absent of sick leave for a period exceeding seventy (70) days before a paid holiday shall not be entitled to be paid for the holiday.
- 25.10 Layoff:** If otherwise eligible employees are laid off from work and a paid holiday falls within three (3) calendar days following their layoff, they shall be entitled to holiday pay if recalled within sixty (60) calendar days from the date of layoff, provided they resume work for a period of fifteen (15) days following their recall.

## **26. Vacation**

- 26.1 Full-time Employees:** All full-time employees are participants in the vacation schedule outlined in Article 26.17.
- 26.2 Eligibility:** To be eligible for vacation benefits, an employee must be on the active payroll of the Employer on January 1 of the vacation year. Those employees who were hired between January 1 and June 30 prior to December 31, 2005, and who have completed thirty-six (36) full months of continuous service, shall be given credit of service as of January 1 of the year in which he/she was originally hired, all as more particularly set forth in the agreed upon exhibit (Article 26.17). This provision shall not apply to any employee hired on or after December 31, 2005.

- 26.3 Supervisor Approval Requirement:** Employees shall be required to take their vacations when eligible at such time as approved by the Employer (supervisor).
- 26.4 Procedure for Requesting Vacation:** Employees shall request all vacation leave on the designated form. Requests for vacation may be submitted to the supervisor at any time for approval, however, vacation requests submitted no later than February 15th of each year will be considered for approval, denial or placed on hold. The employee will be notified no later than March 7th of each year. Any requests approved prior to April 1st cannot be altered either for operational necessity or for seniority. If requests are not approved, the employee should resubmit the designated forms for consideration as soon as possible before April 1st of each year. Employees should keep track of their remaining vacation; however, supervisors will maintain an accurate accounting of remaining vacation for each employee. After April 1st, vacation requests may be submitted at any time and will be awarded on a first-come, first-served basis. Any requests approved may not be altered for operational necessity or seniority.
- 26.5 Timely Return of Vacation Forms:** Approved, denied or pended vacation forms are to be returned to employee within 14 calendar days of being submitted.
- 26.6 Denied Vacation Requests:** Denied vacation requests that are submitted by the negotiated deadline will be reconsidered based on seniority.
- 26.7 Taking Vacation Time Before It Is Earned:** Due to the nature of the business, it may be more practical to arrange to take vacations before they are actually earned – that is, before January 1 of a year. In this event, employees shall be paid regularly and shall receive their extra vacation pay, if any, when it is paid to the employees of the company at large. The Employer, however, still retains the right to deduct the pay given for the unearned vacation from the last paycheck if the employee quits or is terminated before January 1 of the year.
- 26.8 Prorated Vacation Benefit in the Event of Death:** When full-time employees die prior to January 1 of the vacation year, their families or estates shall receive prorated payment of vacation benefits accrued to the date of their death.
- 26.9 Tipped Rate:** Vacation pay based on gross annual cash earnings will be applicable only to the employees hired before September 26, 1977.



Employees hired on or after that date will be compensated at their straight time hourly wage. Tipped rate for vacation, holidays, personal days, jury duty, bereavement leave, and mandatory meetings is \$10.00 per hour for full-time tipped employees defined as full-time banquet servers, a la carte servers, bell attendants, valet staff, and Harvest bartenders. Tipped rate for vacation and mandatory meetings is minimum wage for part-time tipped employees defined as part-time banquet servers, a la carte servers, bell attendants, valet staff, and Harvest bartenders

- 26.10 Part-time Employee Becoming Full-time:** For purposes of vacation for a part-time employee becoming a full-time employee, the calculation date for vacation shall be the date of full-time hire as determined under the provision of Article 6.3.c.ii, Classification of Employees.
- 26.11 Partial Day Vacation Time:** With prior approval, employees may schedule vacation in one-hour intervals.
- 26.12 Consecutive Day Requirement:** Employees who earn more than twelve (12) days vacation *may* be required to take five (5) vacation days in consecutive order.
- 26.13 Use of Vacation Days for Sick Days:** Three vacation days may be used in place of the three-day waiting period for the negotiated sick leave on one occasion per calendar year or employees may use three (3) single vacation days for sick days per calendar year. No more than a total of three days may be used. Employees will be assessed attendance points for these call offs. If an employee has requested time off and this request is not granted, he/she may be denied use of vacation days should he/she call off for this period.
- 26.14 Called In during Vacation:** Management agrees to develop a policy where employees are granted approved vacation and if then called into work will have the option of receiving vacation pay, in addition to the time worked, or taking the vacation day at a later date.
- 26.15 FMLA During Vacation:** When an FMLA qualifying event occurs during an approved vacation, the employee will have the option to take paid vacation or unpaid FMLA.
- 26.16 Vacation Earned during First Year of Service:** First year hires shall earn four (4) hours of vacation pay at the regular hourly rate of pay for every month worked during their first calendar year of employment up to a maximum of five (5) days for use during the following calendar year.

**26.17 Vacation Schedule based on Continuous Service:**

<b>Years of Continuous Service</b>	<b>Vacation Allocation in Days (Hours)</b>	
<b>Prior to January 1 of Each Year</b>		
After 1 year	5 days	(40 hours)
After 2 years	8 days	(64 hours)
After 3 years	12 days	(96 hours)
4 to 5 years	15 days	(120 hours)
6 to 10 years	17 days	(136 hours)
11 to 15 years	18 days	(144 hours)
16 years and more	20 days	(160 hours)

After accumulating 12 vacation days, employees can sell up to 4 days of vacation.

**26.18 Percentage Schedule based on Continuous Service:**

<b>Years of Continuous Service</b>	<b>Percent of Earnings</b>
36 or more years	12%

- a. Vacation pay will be computed using the prescribed percentage of gross annual income earnings (excludes vacation pay of the previous year) for the 12 month period ending December 31 or the January 1 hourly rate, whichever is greater.
- b. Percentage calculations apply only to employees hired prior to September 26, 1977.
- c. Effective midnight January 1, 1996, all vacation accruals in excess of 20 days are frozen, (except for employees hired on or before September 26, 1977 who have their vacation capped at 25 days or the figure earned as of January 1, 1996 if greater than 25 days).
- d. Employees who are eligible for payment of a percentage of gross cash earnings (under Article 26 of the contract) shall continue to earn increased percentages in accord with the contract formula even though their number of vacation days has been frozen.

**26.19 Deadline for Use of Vacation:** All vacation earned, including days in excess of 20, must be used prior to March 1 of the next calendar year or such vacation shall be lost.

**26.20 Vacation on a Paid Holiday:** Employees may not request a vacation day or a personal day on a paid holiday.

**26.21 Part-time Employee Becoming Part-time Regular:** Part-time employees are not eligible for vacation benefits except as provided under Article 6.4 and when selected as the benefits option by employees designated as Part-time Regular.

**26.22 Vacation Pay for Workers' Compensation Employees:** When an employee is receiving weekly workers' compensation benefits, any vacation pay paid directly by HE&R to the employee shall be reported to the workers' compensation insurer as wages paid to the employee and shall be considered wages for purposes of calculating the employee's weekly workers' compensation benefit for the week(s) in which the vacation pay was paid.

**27. Severance Pay**

**27.1 Discontinuance of Business:** The parties have agreed to a policy of granting severance pay upon the discontinuance of a business of the Employer resulting in unemployment, subject to appropriate limitations relating to length of service, availability of suitable employment both within and outside the Company, and other pertinent considerations. A copy of the Severance Pay Agreement is on file in the office of the Employer and the office of the Union.

**28. Insurance**

**28.1 Full-time Employees:** The Healthcare Program, which applies only to full-time employees as defined in paragraph 6.3, is covered by a separate agreement between the Employer and the Union.

**28.2 Healthcare:** Plan design changes effective January 1, 2015. Current full-time employees and those who are or qualify for full-time during 2014 will have 3 options to choose from: Health Savings (HSA) PPO, 80/20 PPO, and 90/10 PPO. After 3/16/14, any new full-time employee will have two options: 80/20 PPO and HSA PPO options. HSA PPO will be the default option.

Medical opt-out credits are outlined in the chart below.

	<b>2014</b>	<b>2015/2016</b>	<b>2017/2018</b>
<b>Medical</b>	\$34.56	\$25.92	\$17.28

**Health Savings PPO**

- 2015/2016 - \$1600/\$3200 deductible (or higher as dictated by IRS code); \$2100/\$4200 in-network out-of-pocket max; \$4200/\$6300 out-of-network out-of-pocket maximum.

- 2017/2018 - \$1700/\$3400 deductible (or higher as dictated by IRS code); \$2300/\$4600 in-network out-of pocket max; \$4600/\$6900 out-of-network out-of pocket maximum.

**80/20 PPO**

- 2015/2016 - \$375/\$750 in-network deductible; \$1000/\$2000 out-of-network deductible; Office Visit Copays \$20/\$35; Emergency Room Copay \$100; \$1750/\$3500 in-network out-of pocket max; \$3000/\$6000 out-of-network out-of pocket maximum.
- 2017/2018 - \$400/\$800 in-network deductible; \$1250/\$2500 out-of-network deductible; Office Visit Copays \$20/\$35; Emergency Room Copay \$100; \$2000/\$4000 in-network out-of pocket max; \$3500/\$7000 out-of-network out-of pocket maximum.

**90/10 PPO**

- 2015/2016 - \$250/\$500 in-network deductible; \$750/\$1500 out-of-network deductible; Office Visit Copays \$15/\$25; Emergency Room Copay \$35; \$1250/\$2500 in-network out-of pocket max; \$2000/\$4000 out-of-network out-of pocket maximum.
- 2017/2018 - \$300/\$600 in-network deductible; \$900/\$1800 out-of-network deductible; Office Visit Copays \$15/\$25; Emergency Room Copay \$35; \$1500/\$3000 in-network out-of pocket max; \$2500/\$5000 out-of-network out-of pocket maximum.\*

\* If the plan triggers excise tax under Health Care Reform, Business Manager from Local Union 464 and HE&R will work together towards new plan design in order to avoid excise tax.

Company contributions as outlined below:

Company Contributions HSA

	Single	2 Party	Family
2015	89%	89%	89%
2016	88.25%	88.25%	88.25%
2017	87.5%	87.5%	87.5%
2018	87.5%	87.5%	87.5%

Company Contributions Standard PPO

	Single	2 Party	Family
2015 -2018	83%	82%	80.5%

Company Contributions Premium PPO

	Single	2 Party	Family
2015 -2017*	78%	77%	75.5%

\*In 2018, the employees who wish to enroll in the 90/10 PPO plan will receive the same dollar company credit as allocated under the 80/20 PPO plan and will buy up.

### 28.3 Prescription Drugs:

#### Coinsurance (Amount You Pay)

##### Retail – 31 days\*

Generic	20%
Brand Name Formulary	30%
Brand Name Non-formulary	40%

##### Mail Order – 90 days\*

Generic	20%
Brand Name Formulary	30%
Brand Name Non-formulary	40%

#### Note: Mail order is voluntary

\*Coinsurance for mail order: You will receive a 90-day supply for the cost of a 60-day supply. Prescriptions must be written for a 90-day supply. \$200 monthly cap on injectible (which will be applied toward the annual \$1250/\$2500 out of pocket max).

Maximum annual out of pocket \$1,250 individual, \$2,500 family indexed to HE&R drug trend. This out of pocket maximum is in addition to medical.

No step therapy or once daily programs will be administered; however, prior authorization, quantity limits and mandatory generic requirement as in effect since 2003 will still apply.

**28.4 Accident & Sickness:** During the life of the term, the minimum benefit is \$195. Benefits will be paid for a period of up to 30 weeks. The amount of benefit is based on 50% of base weekly earnings. A minimum weekly benefit of \$195 will be paid for disabilities. The A&S formula for tipped employees is determined as follows: Employee's prior year base earnings (not to include meals, overtime and overtime hours, opt-out flex credits, profit sharing, bonuses, and any A&S wages and hours) divided by the number of hours worked (not to include overtime) in the prior year. For all other employees, the A&S formula is based on the employee's base wage.

Calculation of Daily Rate: Once that rate is calculated for each employee, it is multiplied by 40 hours and divided by seven (7) days to compute a daily A&S rate. Non-work related accidents are paid starting day one (1) and illness is paid starting day four (4).

An employee may take vacation or personal days for the first four days of his or her illness. An employee may not take any personal days or vacation from the fourth day until four weeks of Accident and Sickness have been paid by the Employee Benefits Department.

All payroll deductions, including the appropriate taxes and union dues, will be deducted from A&S payments when they become due.

**28.5 Life Insurance:** Coverage is provided at \$20,000. At age 70, coverage is reduced by 50%.

**28.6 Dental:** Opt-out credits are outlined in the chart below.

	2014	2015/2016	2017/2018
<b>Dental</b>	\$2.35	\$1.75	\$1.18

**28.7 Vision:** Opt-out credits are outlined in the chart below.

	2014	2015/2016	2017/2018
<b>Vision</b>	\$0.44	\$0.33	\$0.22

**28.8 Part-time Benefits:** Part-time employees (restricted and unrestricted) working between 1000-1559 hours in the evaluation period (if worked 1456 – 1559 hours and declined full-time status) will be classified as part-time regular with benefits (PTRB) and will be offered a choice of one of the following:

- a. \$600 annual company contribution to assist with offsetting the cost of the premium cost of a Bronze Level PPO medical plan
- b. 24 hours paid vacation
- c. \$300 annual compensation paid on a biweekly basis.

Part-time employees (restricted and unrestricted) working 1560 hours or more in the evaluation period (if declined full-time status) will be classified as part-time regular with benefits plus (PTRB+) and will be offered a choice of one of the following:

- a. A single coverage Bronze Level PPO medical plan priced at 9.5% of monthly federal poverty level for single coverage. Employees wishing to enroll their spouse or dependents in the plan will receive the same company credit as those enrolling in single coverage.
- b. 40 hours paid vacation
- c. \$600 annual compensation paid on a biweekly basis.

**28.9 Wellness:** Labor endorses and enthusiastically supports our wellness campaign and awards for completion of a health risk analysis, a health

screening and participation in wellness activities. All programs are voluntary and optional. See Appendix IV.

**28.10 Transitional Jobs for Employees with Workers' Comp Restrictions:**

The Employer and Union agree that every effort will be made to return a Collective Bargaining Unit employee into a Collective Bargaining position, however, should a Collective Bargaining position not be available within the employee's medical restrictions, the Company reserves the right to temporarily place the employee, at the Company's sole discretion, in a non-union job with the understanding that the employee's Collective Bargaining status and benefits will continue uninterrupted, including union dues and deductions. It is agreed that the Union does not gain representational rights to the non-union positions as a result of this action. When the employee is released to return to their original position, after providing a full duty release from their medical provider to HR and Safety & Security, the Company will return the employee to their original position at the beginning of the next pay period.

**29. Retirement**

**29.1 Pension:** The Pension Program, which applies only to full-time employees, is covered by a separate agreement between the Employer and the Union.

**29.2 Employees Hired On or After July 1, 1992:** For employees hired on or after July 1, 1992, non-elective company-paid retirement contributions will be deposited into their 401k account according to the following schedule:

	<b>2015 - 2018</b>
<b>Under 10 years</b>	\$684.60
<b>10 to 19 years</b>	\$893.55
<b>20 to 29 years</b>	\$1308.30
<b>30 years or more</b>	\$1859.55

Amounts will be pro-rated for mid-year employment changes.

Company paid contributions, as illustrated above, will be deposited into the employee's account once a year as soon as administratively possible, but no later than June 30<sup>th</sup> in the year following the plan year.

Non-elective company-paid contributions will be invested according to the participant's elected investment mix. If there are no participant elections,

non-elective company-paid contributions will be invested in the Retirement Date Funds.

**29.3 Employees Hired Prior to July 1, 1992:** For employees hired prior to July 1, 1992, benefits under the current pension plan will continue.

**29.4 Minimum Benefit Schedule:** (for full-time employees hired prior to July 1, 1992)

<u>Earnings</u>	<u>Benefit per year of Service</u>
Under \$8,000	\$9
\$8,000 - \$9,499	\$10
\$9,500 - \$12,999	\$15
\$13,000 - \$16,499	\$16
\$16,500 - \$19,999	\$17
\$20,000 - \$23,499	\$19
\$23,500 - \$26,999	\$20
\$27,000 - \$30,499	\$21
\$30,500 - \$33,999	\$22
\$34,000 - \$37,499	\$23
\$37,500 - \$40,999	\$24
\$41,000 - \$44,499	\$25
\$44,500 and more	\$28*

Above monthly benefit multiplied by all years of service.

Tipped employee monthly benefit \$17 per year of service.

The company will continue to track your Cash Balance account according to the schedule below:

	<b>2014 - 2017</b>
<b>20 to 28 years</b>	\$1,246
<b>29 years</b>	\$1,277
<b>30 years or more</b>	\$1,771

If the employee's Cash Balance benefit exceeds his or her minimum benefit, the employee will receive the higher-level benefit.

At retirement, the employee will have an additional distribution option of 100% lump sum payout of the account balance.



\*The Employer and Union agree to work together to reach a mutually agreeable plan to terminate the Hourly Cash Balance Pension Program ("Program") on or before December 31, 2014. Union acknowledges that the Program may not be terminated without the approval of the Employer's Board of Directors ("Board"). If the terms and conditions of a mutually agreeable termination of the Program are not reached and approved by Board on or before November 30, 2014, in writing, Employer shall increase the Program's top tier of "\$44,500 and more" by \$1 to \$29 effective January 1, 2015. The acceptance of such a plan will be contingent on its ratification by bargaining unit employees currently grandfathered in the existing Program.

**29.5 401K:** All matching contributions are 50% on the first 5% of pay for all 401k participants. A two to six year graduated vesting schedule will be applied to both matching and non-elective company paid contributions made after 1/1/07 to all participants.

<b>Years of Service</b>	<b>Vesting</b>
Year 1	0%
Year 2	20%
Year 3	40%
Year 4	60%
Year 5	80%
Year 6	100%

**29.6 Retiree Healthcare:** All employees hired after 3/11/2002 will be eligible for a healthcare spending account after attaining age 55 with at least 25 years of service.

Improved eligibility at age 55 with at least 25 years of service with company credits based on agreed upon schedule, for all employees hired prior to 3/12/2002.

**29.7 Long Term Disability:** Minimum monthly benefit is \$100 on the high option effective 4/1/2002.

**30. Credit Union/BCT PAC**

**30.1** A Credit Union and BCT/PAC check off has been agreed upon between the Employer and the Union. A copy of this agreement is on file in the office of the Employer and the office of the Union.

**31. Employee Committees**

**31.1** Employee Committees shall be established with the approval of the Union Conference Committee. No decisions reached by these committees shall supersede the collective bargaining agreement.

**32. Uniforms**

**32.1 List on File at Union Hall:** A general list of uniforms for each department is on file as a general guideline with the Union Hall.

## CONTRACT SPECIFIC ARTICLES/WORK RULES – THE HOTEL HERSHEY

### 101. Service Charges

#### 101.1 Beverage Service

##### **Open Bar – Fixed service charge**

Bartender Fixed 11.25 %  
Barback Fixed 1.50 %

##### **Beverage Service**

**\$25.00 fixed service charge when \$300 minimum per hour/per bartender is not met**

Bartender Fixed 90% (\$22.50)  
Barback Fixed 10% (\$2.50)

##### **Self Service Bar – Fixed service charge**

Bar Back Fixed 8.25 %

##### **Cordial Cart – Fixed service charge**

Bartender Fixed 12.75 %

##### **Bartender Service Charge – Flat fee**

There will be a flat service charge. Of this service charge, a fixed \$15 will be paid to the bartender.

##### **Cocktail Server Service Charge – Flat fee**

There will be a flat service charge. Of this service charge, a fixed \$15 will be paid to the server.

##### **Cash Bar – Gross Sales Service Charge**

Bartender Fixed 13.50 % of gross sales  
Barback Fixed 1.50 % of gross sales

#### 101.2 Set-Up Service – Fixed nominal amounts

Chair set up with chair rental fees – with food  
FT Set-up equally \$1.00  
Banquets Pool 30 cents  
Beverage 10 cents  
Chair set up with chair rental fees – without food  
FT Set up equally \$1.00

#### 101.3 Food Service – Fixed service charge

Banquet Staff Pool Fixed 14.50 %  
FT Set up/Arrangements Staff equally Fixed 0.25 %

The fixed service charge that is included will be for catering functions, room service and bus tour vouchers, unless the fixed service charge is already paid at a higher percentage than currently paid.

**101.4 Food and Beverage Packages**

The Employer reserves the right to design all-inclusive food and beverage packages (inclusive of tax and service charge). Service charges will be distributed via regular bi-weekly paychecks.

**101.5 Vouchered Wine Sales**

Of the service charge for vouchered wine sales, a fixed thirteen percent (13%) will be put into the “chain pool” and divided according to agreement. Wait staff shall receive the negotiated rate when working the buffet (brunch) line.

**101.6 Elimination of MAP/AP**

The agreement that governs the elimination of the MAP/AP program in *The Circular* is contained under separate agreement dated March 27, 1987.

**101.7 Front Services**

Delivery Charge – Gratuity of any house-initiated delivery will be \$1.50. Gratuity for any guest-requested delivery is at the discretion of the guest. (Example: A delivery because a key card is not working is paid by the house, while delivery because the guest is requesting an additional key is gratuity at the guest’s discretion.)

Group Baggage – The charge for bag handling will be \$4.00 in/ \$4.00 out.

Group Deliveries (Amenities) – The charge will be \$3.00 up to 2 pieces and after that, 50 cents per additional item

Newspaper Delivery – The daily rate for distribution will be \$20.00 per day

Shoe Shine Service – Will be \$1.50 per pair for a quality polish.

**101.8 Wine Steward Fixed Corkage Fee for *The Circular***

Half Bottle (375ml)            50 cents

Full Bottle (750 ml +)        \$1.00

## **102. Housekeeping**

### **102.1 Room Credits**

Housekeepers will be paid for hours worked. Credits will be assigned to distribute workload. Housekeepers within *The Hotel Hershey* building will be assigned a 14 room credit complement. The cottages carry a 9 credit complement for a full day's workload. Cottage credits will be assigned by seniority on a daily basis starting with the first cottage until a cumulative 9 is reached. The housekeeper receiving a partial cottage complement (example 5 credits) will receive "1 traveling credit" added to his/her total for coming into the main building (now at 6 credits). The balance of three credits will be assigned from the main building at management's option of assigning "dropped" rooms or "bumping" credits from the most junior housekeeper. A housekeeper with a cottage assignment but no credits based on occupancy may "bump" into the main building by seniority. As this housekeeper is starting the shift from the main building, there is no traveling credit; further the housekeeper will be expected to perform 14 credits/the standard for a full complement in the main building. Depending on occupancy forecast, management has the ability to "drop" rooms at the cottages as is done in the main building for operational efficiency. The patio/deck of the great room is a housekeeper responsibility like the decks/balconies of main building accommodations. Management will not have a housekeeper work within the section/credits of another housekeeper, unless agreeable by the housekeepers. Management may add and/or reassign credits and duties within the scope of a housekeeper based on business needs. Housekeepers who are assigned extra credits over the established weekly complement shall be paid \$5.00 per credit.

### **102.2 Cribs/Aerobeds/Holiday Cots/Sofa Beds**

For efficient guest service:

**Housepersons** shall receive \$.75 to install cribs, as that includes disinfecting and making the crib. There is no payment for stripping cribs or removal of cribs. Housepersons will be paid \$1.50 for delivery and initial make of aerobeds/holiday cots.

**Housekeepers** will receive \$.75 to remake cribs. \$1.50 per sofa bed and per remakes of aerobeds and holiday cots. There is no payment for stripping cribs or removal of cribs.

### **102.3 Newly Hired Housekeepers**

Newly hired housekeepers shall be trained and assigned rooms by a progressive formula.

**102.4 Guest Request that Room Not Be Serviced**

In the event a guest requests that a room not be serviced, the housekeeper should immediately report this fact to the Housekeeping Office. A room will be taken from the list of rooms to be sold. If no rooms are available, then a room will be removed from the least senior housekeeper.

**103. Buffet Runner**

**103.1 Special Events**

On Mother's Day, Father's Day, and Easter Sunday, servers working the buffet line will be compensated an additional 75 cents per hour.

**104. Beverage**

**104.1 Umbrellas:** Company will provide umbrellas to shield bartenders from the sun during outdoor functions.

**105. The Circular**

**105.1 Number of Shifts in Restaurants**

Two shifts shall be established in *The Circular*.

**105.2 Scheduled Position**

If an employee is scheduled or required for a partial or entire shift they shall be paid for the position in which they are scheduled.

**106. Culinary**

**106.1 Cook Progression**

Refer to the Cook Progression Program memo dated April 30, 2013.

**107. Banquets**

**107.1 Weekend Banquet Server:** Management and the Union agree to an additional designation: Part-time Weekend Banquet Server. Based on business needs, management will hire individuals specifically to work Friday evenings, Saturdays and Sundays, with the understanding that those are the only days which Management will schedule them. In order to provide more flexibility for our full-time staff, the Part-time Weekend

Banquet Servers may request to cover vacation/personal time off requests of full-time banquet servers. This designation will be the lowest classification falling under Part-time and Part-time Restricted in scheduling priority.

**107.2 Banquet Department Selection/Seniority**

For proper filling of openings within *The Hotel Hershey* Banquet Department, please refer to Agreement dated June 20, 2003.

**108. Harvest/Poolside**

**108.1 Harvest/Poolside Culinary**

The Culinary cooks will be expected to remain competent in all day part menus and production so that they are able to work all positions within the scope of their level designation; including plating of desserts and breakfast production. This includes rotations of shift and assignment to the pool kitchen. There will not be third shift General Kitchen positions. All kitchen cleaning, inclusive of ovens, flattops, etc will be cleaned by first and second shift kitchen stewards; the start and stop time of these shifts will be designated to meet the operating hours. (For example, on a Saturday, the second shift may be designated 4:30 p.m. to 1:00 a.m. based on the hours the kitchen is operating.) The Harvest lead pastry position will work with the line cooks to be capable of plating desserts as well as support the line operations of the cooks.

**108.2 Harvest/Poolside Servers**

Servers will work in a modified team service (i.e., work in a zone with another server) which will include bussing and resetting their zone's tables. Zone maintenance includes sweeping and vacuuming. Servers will tip out their bartenders (5% of liquor sales/bar drinks) and service attendants (1.5% total sales on a daily basis.) Based on traffic, a server may be assigned to the front porch/spectator area of the ice skating rink and throughout the building excluding function space to provide service. Full-time and part-time servers will be cross-trained for Harvest and Poolside to gain maximum hours, as Poolside is operational Memorial Day through Labor Day, with select weekends prior to and after the summer season. Servers will alternate shifts at the pool as required. Restaurant and Pool stations are not selected by seniority but are rotated and will be assigned by the restaurant manager. Part-time seasonal servers will be designated home position codes either to Poolside solely or to Harvest solely as limited work duration is not cost effective for cross-training.

### **108.3 Harvest/Poolside Service Attendants**

The Service attendant position is a blend of responsibilities of a traditional server assistant and a bar back-up person (bar back). Further, this position includes food running during peak meal times.

### **108.4 Harvest/Poolside Bartenders**

The Harvest bartender will be responsible for entering To Go/take out orders for guests and assisting guests with their retrieval. Bartenders will tip out their service attendants (1.5% total sales on a daily basis.) Based on traffic, a bartender may be assigned to the front porch/spectator area of the ice skating rink and throughout the building excluding function space to provide service. Full-time and part-time bartenders will be cross-trained for Harvest and Poolside to gain maximum hours, as Poolside is operational Memorial Day through Labor Day, with select weekends prior to and after the summer season. Bartenders will alternate shifts at the pool as required. Restaurant and Pool stations are not selected by seniority but are rotated and will be assigned by the restaurant manager. Poolside bartenders will assist guests with the purchase of point-of-sale items, such as sun block, magazines, etc. Part-time seasonal bartenders will be designated home position codes either to Poolside solely or to Harvest solely as limited work duration is not cost effective for cross-training.

## **109. Storeroom**

**109.1 Storeroom:** The Storeroom staff will be assigned to job tasks at the Harvest Storeroom as an expansion of their current role, including but not limited to, receiving orders; assembling orders/deliveries from the Main Kitchen to Harvest; stocking the storerooms; delivering orders requisitioned by the outlets; cleaning and organizing the storerooms and receiving dock; and any other job assigned to them to enhance storeroom operations.

## **110. Chocolate Spa**

**110.1 Spa Addendum:** Refer to the Spa Addendum dated March 3, 2014.

## **111. The Circular Tip Outs**

### **111.1 Mixologists**

- Will tip out bar backs 1.5% of total sales and 10% of the servers tip share (with the mixologist)
- Will tip out food runners 2% of food sales



### **111.2 Servers**

- Will tip out mixologists 5% of liquor sales and bar drinks
- Will tip out food runners 2% of food sales

## **APPENDIX I - Hershey Entertainment & Resorts Attendance Policy**

### **I. ATTENDANCE POLICY**

*Hershey Entertainment and Resorts* and Local 464 have established an attendance policy that will be equally applied to all hourly employees without regard to race, religion, gender, sexual orientation, age or national origin.

### **II. DEFINITION OF ABSENTEEISM**

Any scheduled work session during which an employee is not present, including tardiness in excess of two (2) hours. Days absent shall include all absences except:

- Layoff due to lack of work
- Permission - approved by the supervisor prior to the date of absence
- Hospitalization or outpatient procedure performed at a hospital - employee bears burden of proof
- Death in family - as defined in the collective bargaining agreement
- Jury duty - as defined in the collective bargaining agreement
- Disciplinary action - time off without pay
- Vacation - scheduled and approved
- Military duty - as defined in the collective bargaining agreement
- Subpoena - to appear in court
- Work accident - work related accident or injury as defined under worker's Compensation
- State of weather emergency - where an official state of emergency has travel restrictions
- Arrests - and incarcerated- if acquitted
- Community service - as a registered participant in a community service, i.e., ambulance, fire fighter, with supervisor's prior approval
- Off for union business with prior approval
- Absences that by law are covered by FMLA
- Where state and Federal law prohibit an employee from working (Department of Transportation or Department of Agriculture)

### **III. ASSESSING POINTS FOR ABSENCES**

#### **Fully Absent**

One day absent = 1 point  
Two days absent = 2 points  
Three days absent = 3 points ... and so on.  
Returning to work with an original, valid doctor's excuse renders length of absence = 1 point

Special Event call-offs on Easter, Mother's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve = 2 points

### **Partially Absent**

Failure to complete at least ½ of scheduled shift due to illness or personal reason = ½ point

### **No Call/No Show**

One no call/no show = 2 points

Two no call/no shows = termination

Absent after 2 hours without calling and notifying supervisor prior to shift start is considered no call/no show = 2 points.

## **IV. ASSESSING POINTS FOR START OF SHIFT ABSENCES**

Four minutes up to 30 minutes tardy = ½ point

31 minutes to 2 hours tardy = 1 point\*

\*(Exception *Chocolate Spa*: 4 minutes up to 2 hours tardy = 1 point, based on personal guest service)

The first three tardy arrivals in the 12-month rolling calendar year will be reduced to zero points; subsequent tardiness will be calculated at ½ point or 1 point based on clock-in time as noted above.

With notification prior to shift start of running late and arrival after 2 hours will be considered 1 point tardy and eligible for reduction as noted above.

Failure to clock-in with timecard or biometric clock will be considered a tardy arrival w/out good cause. Dispute for good cause will be subject to the grievance process.

## **V. PROCEDURE**

1. The attendance policy is based on a 12-month rolling calendar year.
2. Call-offs must be made per the applicable department procedure, which may be to your manager or to the property manager on duty or to the call-off telephone.
3. Employees must present a valid medical note upon their next working shift for the medical point reduction to be applied. Only dates covered by the medical note will be subject to the reduction.
4. Employees will initial and review their Attendance Tracker Document (ATD) after each absence within 10 working days of the absence. Tardy points do not require signatures, but will be logged by the manager on ATDs with absences. Employees may receive automatic email updates and can request updates as needed.

5. Note: On the expiration of tardy #1, any 4<sup>th</sup> tardy automatically becomes the new 3<sup>rd</sup> tardy and is adjusted to zero points.
6. Upon accumulating 11 points, an employee will be placed on an indefinite suspension and upon review of their record, their employment will be terminated.
7. Probationary Employees who are within their probation period shall be terminated after two call-offs within the first two months of their probationary period and after three call-offs within their entire probationary period. This does not diminish management's ability to terminate the employment of probationary employees for performance, for tardy behavior, or any other reason.
8. Part-Time Restricted Employees: will have all assessed points calculated at a multiplier of 2 and still be subject to procedure 6 as noted above.  
Example: A two day absence is 4 points, with a medical reduction to 2 points
  - a. Unrestricted Employees who elect to go part-time restricted on January 1, June 1, or September 1 will be subject to the multiplier for all assessed points from the date of declaration forward.
  - b. Likewise, Restricted Employees who lift that restriction on January 1, June 1, or September 1 will not be subject to the multiplier for all assessed points from the lifted date forward.

## **VI. ATTENDANCE CREDIT**

Employees completing every 120 days without an assessed absence or tardy will be awarded a 1 point credit. A positive balance up to 3 points may be earned. Credits expire one year from issue. Employment status action would only transpire when an attendance point is applied to an employee's record, and would not occur with the expiration of a credit. For clarification, attendance credits and points have a 365 day life cycle. An employee will not be terminated in situations where a credit expires, thus forcing an increase in attendance points to a terminal level.

## **VII. SPECIAL FACTORS**

Employees with seven (7) or more attendance points at the date of application for a job posting will be disqualified for their attendance record.

## **APPENDIX II - Hershey Entertainment & Resorts Drug & Alcohol Policy**

### **Summary**

*Hershey Entertainment & Resorts* and Local 464 have agreed that substance abuse (drug, alcohol, and chemical abuse), when it occurs, presents a high level of danger to employee health, employee and guest safety, the well being of the Company, and can tragically destroy families, careers, and lives. However, the parties agree that substance abuse is a treatable illness and as such, early diagnosis and appropriate treatment will be encouraged.

*Hershey Entertainment & Resorts* and Local 464 have jointly pledged to combat substance abuse and to adopt this policy, which provides for a drug-testing program to ensure a drug-free workplace. This policy also provides protection of an employee's right to privacy, assistance with substance abuse at the earliest possible opportunity and, if necessary, removal from the workforce if substance abuse is not corrected.

### **Policy**

It is the desire of *Hershey Entertainment & Resorts* to comply with the spirit and intent of the Drug Free Workplace Act of 1988. Therefore, in order to fulfill its obligation to provide a safe environment for employees and guests, *Hershey Entertainment & Resorts* has formulated standards of conduct for its employees concerning the abuse of alcohol, drugs and other controlled substances. Employees who engage in prohibited activities as defined in this policy are subject to disciplinary action, up to and including termination.

This policy in no way alters the Company's provisions for an employee's voluntary submission to drug or alcohol rehabilitation programs, and it remains the Company's desire and intent to encourage any employee with a drug or alcohol dependency to seek professional assistance before such dependency leads to an incident requiring disciplinary action.

This policy applies to all employees of the Company.

### **Prohibited Activities**

The following activities are prohibited while an employee is on Company premises, engaged in Company business, during work hours or meal breaks, or attending Company activities, or while in Company-supplied vehicles either during or after working hours, except as required in the completion of an employee's assigned job duties:

- The unauthorized use, possession, sale, manufacture, distribution, purchase, transfer, dispensation, receipt, or transportation of alcohol, controlled substances or drug paraphernalia.
- Reporting to work, or being at work while under the influence of alcohol or controlled substances, drugs, or chemicals which may impair

- judgment, performance, behavior or pose a risk to the safety of the employee, guests, visitors, other employees or property.
- Storing any unauthorized alcohol, controlled substances, or drug paraphernalia in a locker, desk, vehicle, toolbox or any other place on Company owned or occupied premises.
  - Refusing to consent to an inspection of property or to testing (including the signing of a consent form authorizing specimen collection and the reporting of results to the Company), or to submit a saliva, urine, breath or other sample for testing when requested by the Company (in accordance with this policy).
  - Switching, falsifying or adulterating any sample submitted for testing.

### **Disciplinary Measures for Violation of Prohibited Activities**

An employee who engages in such conduct is engaged in misconduct and subject to disciplinary action, up to and including immediate suspension and/or termination or, as a condition of continued employment, may be required to participate in and successfully complete drug or alcohol abuse counseling or a rehabilitation program if necessary. Any dispute, by the Union or any unionized employee, arising under this policy is subject to the grievance process of the collective bargaining agreement covering that employee.

In addition, the following violations may lead to disciplinary action, up to and including termination. This list is not to be considered all-inclusive.

- Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled when required for continued employment.
- Violation of state or federal laws relating to the unauthorized use, possession, manufacture, distribution or sale of alcohol, controlled substances or drug paraphernalia.
- The Company and the Union agree that any conviction for a drug-related offense that involves the manufacture, sale or distribution of a controlled substance will subject the affected employee to immediate termination.

### **Covered Substances**

The following substances are covered by this policy:

- Alcoholic beverages of any kind.
- Controlled substances (For the purposes of this policy, the term controlled substance will include any drug or substance defined by the federal Controlled Substance Act, 21 U.S.C. 801 et seq., or applicable Pennsylvania laws including, but not limited to, marijuana, heroin, LSD, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP or Angel Dust), opiates, ecstasy, methadone, cocaine, Quaaludes, amphetamines, "exotic designer" drugs, benzodiazepines, seconal, codeine, barbiturates, Phenobarbital, or

Valium. This includes generally obtainable drugs that have been illegally obtained, and any legal substance used as an inhalant.)

### **Exceptions to Policy**

#### **Responsible Social Use**

This policy does not apply to the moderate and responsible use of alcohol by employees when the employee is off duty and not being paid by the Company, or when the employee, as a private customer, is patronizing a business owned or operated by the Company, where the use of alcohol is governed by state or local law.

#### **Company-Sponsored Events**

This policy does not apply to the moderate and responsible use of alcohol at official divisional or Company-sponsored business or social functions or meetings, either on or off property, where the use of alcohol is governed by state or local law. Alcoholic beverages may be served at such business or social functions on property with the prior approval of the department and/or division manager. Appropriate controls promoting moderation should be a part of this approval.

Employees who have been issued a waiver by the PLCB for employment at the Company are not permitted to attend Company-sponsored events where alcohol is served.

#### **Business Entertainment**

Certain divisions may have occasion to supply alcoholic beverages at no cost to clients, entertainers, etc. In these instances, the inventory of such beverages must be strictly controlled and under no circumstances may any of such inventory be used at any time by any employee while not entertaining clients. No employee should consider the use of alcohol a business obligation at any time.

#### **Medically Prescribed Drugs and Over-the-Counter Drugs**

The proper use of medically prescribed or over-the-counter drugs during working hours is permissible, provided there is not a medically stated caution regarding the employee performing his/her job safely and adequately; for example, operating mechanical equipment.

Employees who are taking any drug that may affect their ability to safely perform their jobs are encouraged to report this to the supervisor to promote safety.

For the employee's own safety, prescription medicines should be kept in the original container, which identifies the drug, date of prescription, and the prescribing doctor. Where feasible, over-the-counter medications should also be kept in the original container.

### **Company-Owned Housing**

This policy does not apply to the responsible and legal use of alcohol by employees who reside in housing owned by the Company unless otherwise disclosed or prohibited by the lease. The use, possession, sale, manufacture, distribution, purchase, transfer, dispensation, receipt, or transportation of any illegal drug, controlled substance or drug paraphernalia on Company property is expressly prohibited.

### **Drug and Alcohol Testing**

In order to ensure the safety and productivity of its workforce and that all employees are in compliance with the Drug and Alcohol Abuse and Testing policy, *Hershey Entertainment & Resorts* will require employees to submit to drug and alcohol testing under these circumstances:

#### **Reasonable Suspicion**

Reasonable suspicion means suspicion based on specific personal observations that the supervisor or manager can describe concerning the job performance, appearance, behavior, speech or breath odor of the employee or other similar such circumstances. Suspicion is not reasonable and thus not a basis for testing if it is based solely on third party observation and reports.

An admission by an employee during a reasonable suspicion investigation that he or she is a current illegal drug user and/or describes drinking behavior that indicates a potential alcohol problem will be considered reason for testing.

#### **Reasonable Suspicion Testing**

If reasonable suspicion is confirmed, the employee must submit to testing for both drugs and alcohol. Instant saliva tests will be administered by a Company representative on site at the sole discretion of the Company. Reasonable suspicion alcohol testing will be conducted using QED saliva testing methodology. Reasonable suspicion drug testing will be conducted using iScreen saliva testing methodology.

If confirmatory testing for either drugs or alcohol (or both) is required based on a non-negative test, the employee will be transported by a Company representative to the testing facility for the applicable confirmatory test(s).

If requested, the employee will sign a consent form authorizing the results of the laboratory testing be sent to the Company, but shall not be required to waive any claim or cause of action under the law. The employee will be transported home.

#### **Work-Related Accident/Incident**

Any employee involved in a work-related accident/incident (including work-related motor vehicle accidents) in which human error was a factor and there is reasonable suspicion of substance use, is subject to testing for both drugs and



alcohol upon request of the Company. If an accident/incident occurs, the employee may, at the time of medical treatment, be required to submit to testing procedures for drug/alcohol abuse, or at the earliest opportunity following treatment if there is reasonable suspicion of substance abuse. However, testing will not be performed more than 32 hours after the accident/incident. Testing will be required in all cases where there is loss of life or limb (e.g., amputations, etc.).

Testing will be required in all cases where projected damage to property exceeds \$2,500. The estimate of damage will be based on the information available at the time of the accident/incident.

Testing will be required for all third party accidents/incidents where an employee's actions led to an injury to another person. All employees involved will be tested.

An admission by an employee during investigation of a work-related accident/incident that he or she is a current illegal drug user and/or describes drinking behavior that indicates a potential alcohol problem will be considered reason for testing.

### **Post-Offer Drug Testing**

All newly hired full-time employees, ride operation employees, lifeguard employees working throughout the Company, recreation department employees, and babysitters will be included in the post-offer drug testing program. In addition, all newly hired full-time salaried exempt employees of the Restaurant Group will be included in the post-offer drug testing program.

Employees transferring as defined below will also participate in the post-offer testing:

- Part-time union position to any full-time non-union position (\*includes Write On employees).
- Part-time non-union position to any full-time position.
- Transfers to ride operator, lifeguard, recreation department and babysitter positions.

Excluded from the post-offer testing program are transfers from part-time union to full-time union\*; part-time, hourly and non-exempt Restaurant Group employees; and any full-time (hourly or salaried) employee transferring to another full-time position.

Post Offer drug tests must be completed within two (2) business days from when the job offer is made. Individuals who do not complete the test within the required timeframe will not be eligible to apply with *Hershey Entertainment & Resorts* for three (3) months. Individuals who fail the test are not eligible to apply for another

position with *Hershey Entertainment & Resorts* for one (1) year. In the event the test result returns as “Negative Dilute”, the individual will be contacted by Human Resources for a retest. The retest must be performed within 24 hours. If this time criteria is not met, or if the retest again tests as “Negative Dilute”, the individual will not be eligible to apply with *Hershey Entertainment and Resorts* for three (3) months.

### **Random Testing**

Monthly random testing will be conducted on all part-time non-union employees except employees in the Restaurant Group. Random tests will be unannounced and reasonably spread throughout the year.

There will be no pattern to when random tests will be conducted, and all employees will have an equal chance of being selected for testing from the random pool each time random tests are conducted. Employees shall remain in the pool even after being selected and tested. An employee, therefore, may be selected for a random test more than once a year.

Employees will be selected anonymously using employee identification numbers. First Advantage, *Hershey Entertainment & Resort's* third party administrator, will randomly select the pool of employees each testing cycle using scientifically valid computerized random selection methodology. The employee must report to the collection site immediately after receiving notification of his/her selection from the random pool. A self-admission of a substance abuse or alcohol misuse problem by an employee made upon notice of random selection will not be a valid excuse for failure to submit to testing.

### **Additional Testing Requirements**

Employees in certain safety-sensitive positions, including those who hold a commercial drivers' license (CDL), may be subject to additional testing requirements in order to comply with safety standards and/or government regulations. These additional testing requirements include post-offer testing, reasonable suspicion, post-accident, random, return-to-duty, and follow-up testing as required by U.S. Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) Regulations.

### **Non-Negative Confirmatory Testing and DOT Testing Procedure**

All collection of specimens and drug tests except post-offer testing and initial reasonable suspicion drug and alcohol testing will be conducted by WorkNet, the Hershey Medical Center Emergency Room or other U.S. Department of Health and Human Services SAMHSA (Substance Abuse and Mental Health Services Administration) approved labs, and will be conducted according to the following guidelines:

- At the time of collection, the employee will be required to sign a consent form (other than for U.S. Department of Transportation

required testing because such consents are prohibited by regulation) authorizing collection of the specimen and reporting of results to the Company.

- For confirmatory drug testing, the employee will void into a urine collection container according to the facility's established guidelines. The specimen is to be immediately sealed and labeled in the employee's presence and initialed by the employee and the person collecting the sample. The chain of custody form is to be completed correctly by the personnel receiving the sample and anyone who becomes involved in the chain of custody. The employee should sign the form and will be given a copy.
- A refusal to provide a suitable (based on temperature, amount, etc.) specimen when instructed to do so for drug testing will be considered a positive test result under this policy, and the employee will be suspended pending termination. In some cases, the employee may be unable to provide a specimen. After a reasonable waiting period (not to exceed two hours), the Company representative may terminate the procedure and proceed with an alternative testing methodology.
- If the employee or his/her representative wishes, a split sample will be taken. All split sample drug tests will be done at a SAMHSA approved lab of the employee's choice at the employee's expense. If the employee chooses to have a split sample performed, the employee will remain on suspension while the test is being done.
- Confirmatory alcohol tests will be conducted by evidential breath test methodology (breath testing). Alcohol testing will be documented by an Alcohol Testing Form. All confirmatory breath testing will be conducted by WorkNet.
- The laboratory is to report all positive test results, following completion of confirmatory testing, to the Director of Employee Relations.
- If an employee to be tested is regulated under DOT testing policies, specimens must be collected according to DOT Collection guidelines.

#### **Role of the Medical Review Officer: Drug Testing Only**

- All drug test results will be communicated by the laboratory to a specially trained physician serving as the Medical Review Officer (MRO) for *Hershey Entertainment & Resorts*. *Hershey Entertainment & Resorts* will be notified within 48 hours if an employee/applicant's test result is negative. If the test result is other than a negative test result, the MRO will contact the employee/applicant to discuss the test. *Hershey Entertainment & Resorts* will be informed that an employee or applicant donor's test result is verified positive or non-negative as soon as the applicant or employee donor has been contacted, discussed the test result with the donor, and the MRO has made a determination as to whether the explanation provided constitutes a reasonable medical explanation for the test result.

- If the laboratory confirmed test result is determined by the MRO to be a verified confirmed positive test result, the donor will be so advised by the Designated Employer Representative or the MRO.
- In addition, the MRO will advise the donor applicant or employee of his or her right to request that his or her split sample specimen collected at the time of the initial collection tested or to a reanalysis of the primary specimen if a split specimen was not collected. If the second test is found by the laboratory to have any detectable amount of the drug tested for the split sample is considered to have confirmed the reported test. Payment for the split sample testing process is the responsibility of the employee or applicant.
- If the MRO is unable to make contact with the employee/applicant after repeated attempts or the employee/applicant declines to speak with the MRO, the test result will be considered a valid positive and *Hershey Entertainment & Resorts* will be informed of this outcome.

#### **Action Based on Positive Test Results**

The Company may take corrective action based on test results as follows: If the test results are positive for cocaine, heroin, PCP, LSD, barbiturates, amphetamines, methamphetamines, marijuana, or any other controlled substance or any legal drug which is being used illegally, the test shall be considered positive.

Positive results for substances, which could result from use of a prescription or OTC medication, must be reviewed by a Medical Review Officer. The Medical Review Officer will contact the employee to determine what medications the employee is currently taking. If the Medical Review Officer determines the test is positive due to use of a prescription or OTC medication, the results of the test will be reported to the Company as negative.

Full-time employees will be given the opportunity to submit evidence to the Medical Review Officer that they consumed a substance that may produce a false positive.

For alcohol testing, the following levels will be used to determine a positive test result. An employee with an alcohol level of .05 or greater will be considered to have a positive test. Employees who are being tested under the provisions of a probationary agreement under this policy will be considered to have a positive test if the alcohol level is at .04 or greater.

Once it has been determined that the employee has a positive test result for drugs or for alcohol level of .08 or greater:

1. Full-time employees may voluntarily submit themselves for evaluation and:

- a. Successfully complete the outlined program as recommended by the evaluation center, in conjunction with WorkNet. Employees may be required to submit specimens during their treatment to indicate that drug levels are decreasing.
  - b. Be re-tested before returning to the work force.
2. Resign his/her employment.
3. If the employee elects not to follow the recommended course of treatment within 48 hours after evaluation, he/she will be terminated.
4. Full-time employees who successfully complete a rehabilitation program will be placed on a probationary agreement and be subjected to random testing as described in the section on Mandated Medical Leave of Absence of this policy.

Once it has been determined that the employee has a positive test for alcohol with a level greater than or equal to .05 but less than .08:

1. Full-time employees may voluntarily submit themselves for evaluation and:
  - a. Successfully complete a rehabilitation program, and be re-tested according to the guidelines in this policy before returning to their job.
2. The employee may voluntarily resign his/her employment.
3. If the employee elects not to submit to an evaluation or to follow the recommended course of treatment within 48 hours after evaluation, he/she will be terminated.
4. As long as the full-time employee complies with recommended treatment, the employee will not be subject to probationary agreement or random testing. If the employee fails to comply with the recommended treatment or the employee has a second positive alcohol level of greater than or equal to .05 but less than .08 within a two year period, they will be placed on a probationary agreement and be subject to random testing consistent with the section of this policy on Mandated Medical Leave of Absence.

### **Searches**

The Company may require searches by authorized personnel (e.g., Security, the department manager, the Director of Employee Relations) of Company property, including desks, lockers, files, etc., assigned to employees and of employee's personal effects or property if there is reasonable suspicion for suspecting the employee may be carrying or concealing substances contrary to this policy. In the event that an employee covered by a bargaining agreement is involved, a Union Steward will be given the opportunity to be present during searches. The Company has the right to retain any prohibited substances discovered during such a search. Employees refusing to have their person and/or personal property searched are subject to disciplinary action, including termination. This paragraph shall in no way alter the long-standing practice of security guards conducting

random package checks or management's right to require locker/desk searches upon suspension/termination of an employee.

Refer to the policy on Searches and Inspections for clarification.

### **Requirement to Participate**

Each employee covered by any collective bargaining agreement between *Hershey Entertainment & Resorts* and Local 464 is required to participate in the testing procedure specified in this policy, and refusal to participate shall constitute a presumption of being under the influence and shall constitute the basis of discharge without recourse through the grievance procedure.

### **Counseling and Substance Abuse Treatment**

Both drug and alcohol abuse are health problems which are treatable. The Company will give the same consideration and offer of assistance to employees with alcohol and drug problems as is presently extended to employees with other health problems. Voluntarily seeking assistance for such problems will not jeopardize an employee's job, provided that the employee is not in violation of any other section of this policy, or any other Company policies, rules and regulations, and that he/she is able to work and meet all established standards of conduct and work performance.

The Company will reasonably accommodate full-time employees who voluntarily seek help for substance abuse problems. Accordingly, an employee who wishes to receive information regarding counseling, rehabilitation, accommodation and the Company's employee assistance program may request such information from Human Resources.

### **Mandated Medical Leave of Absence - Alcohol and Drug Use**

A full-time employee may be required to take a medical leave of absence for the purpose of undergoing treatment in an approved program for alcoholism or drug use. Payment of short-term disability benefits will be contingent upon the employee providing evidence of compliance with recommended therapy. Admittance into a drug or alcohol treatment program must be completed as outlined by the provider. In the event that scheduled treatment is not completed, the employee may be discharged from employment immediately.

### **Return from Mandated Medical Leave of Absence - Random Testing**

Full-time employees returning to work from a mandated medical leave of absence for drug/alcohol use or other violation of this policy shall be required to be tested periodically over the next two years, from the completion of rehabilitation by a Return-to-Duty test and follow up testing thereafter, consistent with the procedures described in the section on Testing in the policy. Failure to take the test or to meet the standards of the test shall be cause for immediate termination.

### **Employee Assistance Program**

The Employee Assistance Program (EAP) is available to all full-time employees and their eligible dependents. The program offers confidential, professional consultation and assistance for all types of personal problems, including alcohol and drug dependency, and family and emotional difficulties.

### **Conditional Agreements**

Employees who are convicted (plead guilty or do not contest) of multiple DUI's (two or more DUI's in a five (5) year period) or other drug or alcohol-related offense, voluntarily consent to random testing as part of a treatment program, or are otherwise placed on a conditional agreement which includes drug/alcohol testing, will be given a one (1) year conditional agreement with random drug/alcohol testing monthly. Employees who are subjected to random testing as part of probation, work release, etc. through the criminal justice system will be exempt from this paragraph, providing that they promptly furnish a copy of such test results and such results are not positive as defined under this policy, but will be subject to all other provisions of this policy. If found to be positive during such testing, the employee will be returned to work, following rehabilitation, in accordance with this policy and the section on Mandated Medical Leave of Absence in this policy.

### **Conviction for Drug-Related Violations**

Employees who are convicted of drug-related violations under state or federal law or who plead guilty or *nolo contendere* (i.e., no contest) to such charges must inform the Company in writing within five (5) days of such conviction or plea. Failure to do so may result in disciplinary action, up to and including termination of employment for a first offense.

### **Other Provisions**

Nothing in this policy shall be construed to prevent or preclude the Company from exercising its management rights to remove and/or discipline a disruptive or non-performing employee. Additionally, nothing herein shall preclude the Company from exercising rights that are not the subject of bargaining.

### **Confidentiality**

No references to alcohol or other drug problems should appear in an employee's personnel file unless they are required by government regulations or are an integral part of the record of a discipline case.

### **Training, Education and Communication**

The Company and the Union support the need for an ongoing comprehensive education program for all employees.

Each division will ensure that all employees are made aware of the contents of this policy. All employees whose job duties include handling alcohol or contact with guests who may use alcohol must successfully complete specific training sessions on the responsible use and service of alcohol. These training sessions are scheduled by Human Resources at regular intervals.

### **Union Advocacy Program**

Union and Management will support the establishment of union advocates on each shift. These advocates will receive training on this policy, substance abuse issues, employee intervention techniques, and the Employee Assistance Program. The purpose of the union advocates is to encourage employees to seek assistance for their substance abuse problems before they are involved in a work situation that could lead to a mandatory management referral. Union advocates will also represent employees who are being investigated for substance abuse issues. Union advocates will be appointed by the Branch President and trained by both Management and the Union.

### **Violation of Policy**

Compliance with this policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any required inspection or test, abide by any provision of this policy, or follow any prescribed course of substance abuse treatment may result in disciplinary action, including termination for a first offense.

As part of an agreement to continue employment, an employee may be required to participate in a treatment program. Employees referred to an alcohol or drug treatment program by the Company must immediately cease any alcohol or drug abuse, and must comply with all other conditions of the treatment and counseling program. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

### **Policy Revisions**

Revisions to this policy may be made at any time when requested by either party and mutually agreed upon in writing by the Company and the Union.

### **Procedure for Enforcement of the Policy on Drugs and Alcohol**

The following guidelines are provided to assist supervisors and managers in administering and enforcing the Company's Drug and Alcohol policy. These guidelines are not absolute but are designed to help prevent allegations of unfair and unlawful treatment of a suspect employee. They are not a substitute for good judgment, and each circumstance involving a suspect employee should be analyzed on a case-by-case basis.



### **Employee Use Off Duty**

Any employee off scheduled work time who enters or is on Company property and whose behavior reflects illegal drug use or the excess consumption of alcohol may be requested to leave the premises and may be subject to appropriate disciplinary action, depending on the circumstances. The supervisor may complete a Supervisor's Report of Reasonable Suspicion contained in the Reasonable Suspicion Determination Kit and forward it to Human Resources as a record of the incident.

### **Employee Use on Scheduled Work Time**

Any employee on scheduled work time who reports or returns to work or is on Company property and whose behavior reflects illegal drug use or the excess consumption of alcohol will be suspended immediately pending determination of appropriate disciplinary action, up to and including termination. The supervisor should complete a Supervisor's Report of Reasonable Suspicion contained in the Reasonable Suspicion Determination Kit and forward it to Human Resources as a record of the incident.

### **Reasonable Suspicion or "Unfit for Duty" Behavior**

Supervisors have the responsibility to ensure that their employees are at all times fit to perform their duties safely and satisfactorily. These guidelines are intended to provide supervisors with suggestions and a sense of direction in handling incidents in which an employee is believed to be unfit for work.

For purposes of this procedure, "reasonable suspicion" may be defined as a belief based on specific facts and rational inferences drawn from those facts.

### **Must Have Reasonable Suspicion before Acting**

In order to take action against an employee, a supervisor must have "reasonable suspicion" that the individual is under the influence of drugs, alcohol or other controlled substance. In order to establish "probable cause," the specific behavior of the individual must be observed and documented by members of management. Below are some of the warning signs of substance abuse on the job. Some are more obvious than others.

### **Warning Signs**

- Slurred or incoherent speech
- Unsteady gait/staggering
- Trembling of hand or mouth
- Uncontrolled outbursts of laughter or crying
- Dilated pupils or red eyes
- Increased trips to rest room
- Frequent licking of lips
- Wearing long sleeved garments at inappropriate times
- Increased nervousness

- Frequent use of breath purifiers
- Bruises and puffiness in the face
- Deterioration of personal appearance
- Accidents on the job and increased carelessness
- Memory lapses
- Lack of dexterity
- Significant decrease in productivity after lunch or a break
- Avoidance of supervisors
- Little association with other employees
- Excessive absenteeism and tardiness
- Deteriorating job performance

### **Supervisor's Responsibility to Take Action**

Whenever an employee's judgment, performance, or actions appear to be impaired, and the supervisor has a concern that the individual may be unfit for work, the supervisor is responsible for taking immediate action.

### **Observe and Document the Impairment**

Once a potential "impairment" situation is reported, where possible, another supervisor and/or designated Union Steward or advocate should observe the employee and document the specific behavior observed. The period of observation depends upon the behavior exhibited by the employee. All indications of unusual behavior should be documented. This documentation will become important in the event the Company has to defend whatever action it took.

- Complete a Supervisor's Report of Reasonable Suspicion contained in the Reasonable Suspicion Determination Kit.
- If practical, have another supervisor or manager observe and evaluate the employee's behavior, using the Supervisor's Report of Reasonable Suspicion.
- Contact your manager, the Director of Employee Relations or Security.
- Contact one or more of the above to review the situation. They should agree with your conclusion of "impaired behavior" before you proceed.
- Ask the employee to meet you. Have another management representative present as a witness. Ask the employee if they desire a union advocate to be present.
- Conduct the meeting in a private location (i.e., office or conference room).
- Ask the employee to explain why he/she appears to be unable to perform the job. Do not ask about drug or alcohol use. Confine all questions and statements to specific performance and behavior deficiencies. Remind the employee of the obligation to report medical problems or medication that may affect job performance.
- If the employee fails to offer a satisfactory explanation, and it is still your determination that the employee appears to be "unfit for duty"

- (unable to perform his/her job duties), inform the employee that he/she seems to be impaired. Describe the specific signs of impairment. Ask the employee to respond to the allegation.
- Ask the employee to consent to testing for drugs and alcohol using the saliva test methodology.
  - If the employee refuses, tell him/her that refusal to cooperate carries with it an implication that the allegations are true and ask again for consent to a test.
  - If the employee still refuses, ask why he/she is refusing, and document the answer. Suspend the employee, pending further investigation, and request his/her employee pass.
  - If the employee is impaired to such a degree that he/she is unable to drive safely, do not permit the employee to drive home. Encourage the employee to arrange for a ride, take a cab (at his/her expense), or use public transportation rather than operate a motor vehicle. If necessary, the supervisor should provide assistance in making arrangements for transportation.
  - If there is any possibility that the employee's condition or behavior may pose a hazard to guests, other employees or to his/her self, it may be necessary to take additional steps, including calling for assistance from security or police, or providing medical assistance.
  - If the employee agrees to be tested, he/she shall be suspended, pending the outcome of the test. Refusal to be tested shall be treated like a positive test result.
  - The supervisor will document supporting observations or information and notify the Director of Employee Relations or the appropriate Human Resources when any of the actions above are taken.
  - In order to ensure privacy and protect the reputation of our employees, avoid discussions with others regarding employee fitness for duty or reminders to employees of the availability of the Employee Assistance Program (EAP). Under no circumstances should anyone involved in the investigation of the incident discuss the situation with any hourly employee, except the union advocate or other members of union leadership. Only those who have a "need to know" should be informed.
  - Illegal drugs discovered on Company property should be turned over to the appropriate law enforcement authority.
  - Beyond this point, members of the Human Resources and Employee Relations Departments will coordinate all follow-up actions.

### **Additional Cautions**

**The supervisor should keep in mind that there are situations totally unrelated to drugs or alcohol abuse that may contribute to an employee's decreased performance level.**

There will be circumstances in which an employee may state that he/she is taking medication prescribed by a physician. It is necessary that the name of the prescribed drug be obtained, the time that he/she last took the medication, and the name of the physician. Even if the employee is not abusing a prescribed drug, the drug may make him/her unfit for duty and should not be allowed to work until such time as he/she has seen a physician for treatment and released to return to work.

It is not possible to cover all possibilities and exceptions to this policy. If possible, consult with the Director of Employee Relations or the appropriate Human Resources representative before any action is taken under the scope of this guideline.

## **Drug-Free Workplace Act of 1988**

With the passage of the Drug-free Workplace Act of 1988, *Hershey Entertainment & Resorts* and other federal contractors are obligated to notify employees of several requirements mandated by this law. Specifically, employees of *Hershey Entertainment & Resorts* are advised that:

1. The unlawful use, possession, sale, manufacture, distribution, purchase, transfer, dispensation, receipt, or transportation of a controlled substance is prohibited on Company property and will subject the affected employee to disciplinary action up to and including immediate termination.
2. All employees will be expected to attend ongoing substance abuse awareness programs where they will be advised of:
  - a. The dangers of substance abuse
  - b. The substance abuse policy
  - c. Our employee assistance program (EASE)
  - d. Other matters that may interest employees regarding substance abuse
3. Employees of *Hershey Entertainment & Resorts* are expected to abide by paragraph one above and to notify the Company of any criminal conviction for a violation occurring in the workplace no later than five days after such conviction.

If you have any questions regarding the information above, please notify your supervisor, Human Resources, or the Director of Employee Relations.

## **APPENDIX III - *Hershey Entertainment & Resorts* Profit Sharing Partners In Performance**

### **Name and Purpose**

The name of this plan is the *Hershey Entertainment & Resorts* Partners In Performance (PIP) Profit Sharing Plan (the “Plan”). The purpose of the plan is to link the compensation of the employees to the financial success of *Hershey Entertainment & Resorts* Company (the “Company”). As “partners” of the Company, employees share in the rewards, as related to budgeted Earnings Before Interest, Taxes, Depreciation, and Amortization (“EBITDA”), through the Plan.

The Company firmly believes that our employees greatly impact the success of the organization. The Plan recognizes and rewards employees when the Company exceeds budgeted EBITDA. When this occurs, a portion of the excess cash flow is allocated for Profit Sharing purposes. One-hundred percent (100%) of this pool will be shared with all eligible employees throughout the Company. When the Company does not exceed budgeted EBITDA no awards will be paid. Senior management recognizes that a fundamental concept to enhance Company performance is motivation through rewards. To maximize motivation, each Plan participant must know what is expected. At the start of year, the Company determines target levels of financial performance. The financial performance measurement that will be used in the Plan is: EBITDA.

### **Administration**

The Executive Committee and the Compensation Department administer *Hershey Entertainment & Resorts* Partners in Performance Profit Sharing Plan. The Company reserves the right to terminate, suspend, or modify the Plan at any time in whole or in part. Any modifications to the Plan or disputes concerning administration of the Plan will be resolved by the Compensation Department and approved by the Executive Committee. The existence of the Plan does not constitute any form of employment contract or guarantee between the Company and any employee.

### **Plan Guidelines**

#### **A. Participants:**

Participants of the Plan are all full-time hourly employees who meet the criteria below:

- Active, full-time employee status.
- Full-time date of hire on or before December 31 of the plan year.
- Termination date, if any, after December 31 of the plan year.

**B. Eligibility:**

New Hires: New participants who start employment before September 1 of the plan year will participate in the Plan to the extent of their eligible earnings during the plan year. New participants who start employment on or after September 1 will participate in the Plan at 50% of their eligible earnings during the plan year.

Transfers Between Pay Types: Profit sharing calculations for employees who transfer between hourly and salaried positions during the plan year will be computed based on the status of the position employed in as of the last day of the plan year.

Leave of Absence: An employee on approved leave of absence will be eligible for a profit sharing award, to the extent that the employee received eligible compensation during the plan year. An employee, who has satisfied the eligibility requirements for an award and is on an approved leave of absence at the time awards are to be paid, will receive their award.

Termination Prior to or on December 31 of Plan Year: Employees forfeit the right to any current or future awards upon date of termination of employment, regardless of whether termination is voluntary or involuntary.

Termination after December 31 of Plan Year but Prior to Award Distribution: Employees, who are otherwise eligible to participate in the Plan, and voluntarily terminate employment between the end of the plan year and the date of award distribution, will receive a profit sharing award, provided the Plan generates an award. Management will determine whether or not a payment is made to employees who terminate involuntarily.

Death/Retirement: In the event that an employee participating in the Plan dies or retires during the plan year, no award will be calculated for the former employee.

**C. Plan Year:**

Plan Year means the calendar year, January 1 – December 31.

**D. Frequency & Timing of Payment:**

Awards are calculated on an annual basis. Annual financial results will be announced after the completion of the annual independent audit of the Company's financial statements. Profit sharing awards will then be calculated. Distribution of awards, if any, achieved under the Plan will take place by the end of February, pending approval by the Executive Committee and the Board of Directors' Executive Compensation and Development Committee.

**E. Communication of Status & Awards:**

Senior Management will communicate budgeted EBITDA and achievement to budget to employees on a quarterly basis. Compensation will prepare final awards and statements to accompany the awards that explain the PIP

calculation for each full-time employee. Senior Management will present PIP awards to employees at divisional meetings.

**F. Definitions & Explanation of Calculation:**

The driving factor of the Plan is EBITDA. The following section explains this factor, as well as other Plan-related terminology, in greater detail.

EBITDA is defined as earnings before interest, taxes, depreciation, and amortization, adjusted for any extraordinary items as approved by the Board.

Active employment is defined as eligible for benefits (but exclusive of periods when benefits are extended during non-active employment). An employee participating in the Plan must be actively employed as of the last day of the plan year in order to receive an award.

Company refers to *Hershey Entertainment & Resorts Company*. The Company consists of *Hersheypark®*, *Hersheypark Arena/Stadium*, *Hershey Bears® Hockey*, *The Hotel Hershey®*, *The Hershey Lodge & Convention Center*, *Hershey® Country Club*, *The Hershey Theatre*, *HCAR-Cocoa Beanery®*, *Café Zooka*, *Houlihan's*, *Devon*, *RAM LLC*, *Hersheypark<sup>sm</sup> Camping Resort*, *Hershey Laundry & Dry Cleaning®* and *Hershey Nursery*.

Eligible Earnings are defined as regular earnings, overtime pay, shift differential, stage pay, vacation pay (excluding excess vacation), holiday pay, tips, gratuities, rooms allowance accrued vacation pay, accrued holiday, retroactive pay, payment while on jury duty, orientation pay, accident and sickness payments, and payment while on temporary Military leave, as reflected on the plan year's W2. Long term disability payments, prior year's profit sharing awards, bonuses, tuition reimbursement and any other imputed income are not eligible earnings. In addition, the following will be used in determining eligible earnings:

- For employees who transfer from part-time to full-time status during the plan year, the calculation will count as eligible earnings those earned between the full-time date of hire closest to the end of the plan year and the end of the plan year.
- For employees who transfer from part-time to full-time status during the plan year but after September 1, eligible earnings will not be reduced by 50% as they are for new employees hired after September 1.

**The Calculation:**

The financial determination for whether or not a profit sharing award will be paid is based on the comparison of actual EBITDA achievement to budgeted EBITDA. When EBITDA exceeds budget, a percentage of the EBITDA in excess of budget is allocated to the Plan as follows:



## Hourly PIP Pool Calculation

Hourly Payroll

= Payroll Relationship %

Salaried Payroll + Hourly Payroll

Resulting Hourly PIP Pool allocation is then shared with all hourly employees with respect to the payroll relationship %

Example: Company achieved Budgeted EBITDA

Hourly profit sharing pool allocation:	\$500,000
Total hourly earnings:	\$30,000,000
Employee X's eligible earnings:	\$30,000
Employee X's % earning to total hourly earnings (\$30,000/\$30,000,000)	.10%
Employee X's profit sharing award (.10% x \$500,000):	\$500

The IRS considers profit sharing awards taxable income. Therefore, all applicable federal, state, local and Social Security income taxes will be deducted.

In circumstances where the Company performance would produce a nominal incentive award, the payment shall not be less than \$50 before applicable withholding taxes.

### G. Special Considerations:

N/A

### H. Plan Termination and Change:

*Hershey Entertainment & Resorts* Company reserves the right to modify or cancel the Plan at any time during the plan year without prior notice to the Plan participants.

### I. Benefits:

Partners In Performance profit sharing awards will not be included as earnings for the purpose of determining employee pensions, employee or employer 401-K contributions, or for determining other benefits such as vacation, accident & sickness, life insurance, etc.

### J. Budgeting:

When EBITDA exceeds budget, a percentage of EBITDA in excess of budget is allocated to the Partners in Performance program, which creates the profit sharing pool. If EBITDA does not exceed budget, there are no funds to create the profit sharing pool, and no profit sharing awards are given.

## **APPENDIX IV - Wellness at *Hershey Entertainment & Resorts***

*Hershey Entertainment & Resorts* Company's Wellness Program will provide resources to all of our employees and their families, which will enhance their lives and assist them in becoming healthier and more productive. The goals of the program are to:

- Educate employees on health issues and how to be better health care consumers
- Improve overall health scores of our employees and their families
- Slow the rate of growth of medical claims
- Reduce absenteeism and improve productivity
- Reduce workers' compensation claims
- Reward healthy lifestyle choices

The program will be built around 5 key components:

- Fitness
- Nutrition
- Prevention/Safety
- Emotional Wellbeing
- Health Education

Participation in the program is voluntary and all information will be held in the strictest confidence. No one in the company will receive the details of employee health information. Full-time awards are given based on participation in health-related activities and improvement in health scores in order to not penalize individuals who are faced with serious health issues.

At a minimum, employees must complete a health screening and questionnaire to be eligible for the award. The Wellness Award is paid in the following year as a biweekly payroll credit.

- \$100 award for completion of health screening and health risk questionnaire
- \$100 award when 3 wellness activity credits are earned.\*

\*If you scored low risk for 2 consecutive years, you automatically qualify for the second \$100.