

Company Counter to Union Proposal 24

ARTICLE 9 – UNION ACTIVITY AND CHECK OFF

SECTION 6. MONTHLY REPORTS

(a) The Company agrees to provide each affiliate with a monthly member/non-member list for their portion of the bargaining unit. The list shall include each employee's full name, preferred name, Social Security number, phone number (s) in the system of record, rate of pay, address, and e-mail address, if available to the Company. The information will be provided electronically in alphabetical order by origin, department and work location and shall indicate the employee's Union or non-Union status.

C2 – Article 23 - Pension and Welfare | Section 3. Sick Leave

Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Full Time Agreement

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the Service Trades Council Union ("Council" or "Union"), collectively referred to as "the Parties."

This MOU reiterates the agreement reached between the Parties during the 2022 STCU FT Negotiations regarding Article 23, Section 3. Sick Leave. The Parties agree as follows:

Effective no later than January 1, 2025, Article 23 Pension and Welfare, Section 3. Sick Leave will be replaced with the following

SECTION 3. SICK LEAVE

(a) Regular Full Time employees shall receive sick leave based on the number of hours (straight time and overtime hours exclusive of the overtime premium) up to a maximum of 1800 hours worked from the date of hire to the end of the calendar year in which hired and for each succeeding calendar year thereafter. Sick leave earned ~~in the first calendar year of service~~ may not be used until ninety (90) days of continuous service, ~~nine (9) months of continuous service have elapsed from the date of hire and in no event prior to the beginning of the calendar year following the year in which employed.~~ With reasonable notice, Regular Full Time employees may request the use of six (6) days sick leave per calendar year as personal leave days. Requests will be granted consistent with operational requirements.

Company:

UH 737:

UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:

  
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Walt Disney

**2022 STCU FT Negotiations  
Main Table Tentative Agreements**

**August 24, 2022  
5:25 pm**

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

<u>Calendar year hours worked</u>	<u>Earned sick leave hours</u>
1800	48
1500	40
1200	32
900	24
600	16
300	8

The maximum amount of sick leave that may be earned in one (1) calendar year is forty-eight (48) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of an automatic payout at the end of the calendar year. Accrued available sick leave in excess of ninety-six (96) hours will be paid upon the request of an eligible employee. Requests for payment will be accepted on an annual basis (by calendar year). Amounts paid are subject to all required withholdings. ~~At the beginning of each calendar year after an employee has completed the eligibility requirement.~~ Sick leave shall be made available for ~~his/her~~ their use during ~~that the~~ the calendar year ~~in which it is accrued, based on the above noted hour formula in the first calendar year.~~ Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee. In order to be paid sick leave, the employee must file a request for payment. This must be done within three (3) days after the employee returns to work. In the event that three (3) or more consecutive scheduled shifts of sick leave are applied for, the Company may request a written statement from a physician certifying as to the nature and length of employee's illness. However, the Company may require proof of illness in any case if desired and an employee not furnishing such proof will not be entitled to sick leave pay. Employees will not be entitled to sick leave during vacation or on days on which they are not scheduled to work. In the event the employee incurs a non-occupational illness while at work and is released from the completion of ~~his/her~~ their scheduled shift by the Medical Department, the employee may apply for sick leave covering the unworked balance of that shift in amounts of one (1) hour. An employee who reports for work after the start of ~~his/her~~ their scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of ~~his/her~~ their scheduled shift and the time the employee actually started to work.

(c) Employees who voluntarily terminate and who do not fall in the categories of drunkenness, dishonesty, or illegal use or possession of controlled substances will be paid 100% of ~~earned prior year(s)~~ sick leave and one half (1/2) of ~~earned~~ sick leave accrued in the current year. Terminations for the three (3) categories listed above will be paid 50% ~~of for all earned prior year(s)~~ and none of the sick leave accrued in the current year.

(d) Those employees in tipped classifications will have sick leave benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

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 UH 362: [Signature]  
 UFCW 1625: [Signature]  
 TCU 1908: [Signature]  
 IATSE 631: [Signature]  
 IBT 385: [Signature]

U27 – ARTICLE 11 - OVERTIME - SECTION 3. INVOLUNTARY OVERTIME

ARTICLE 11 – OVERTIME

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SECTION 3. INVOLUNTARY OVERTIME

Junior, qualified, available, on-shift employee(s) will be required to work involuntary overtime. The Company will make every effort to give the employee as much notice as reasonably possible of the involuntary overtime. Additionally, no employee will be required to work involuntarily more than fourteen (14) consecutive days.

When Management has at least ninety (90) extended, it shall notify employees required to remain beyond their scheduled shift at least ~~(ninety (90))~~ ninety (90) minutes in the event of a required extension.

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U32 - ARTICLE 33 - LABOR/MANAGEMENT OPERATIONS AND SAFETY COMMITTEE

ARTICLE 33 - LABOR/MANAGEMENT OPERATIONS AND SAFETY COMMITTEE

The Company and the Union recognize the mutual benefit of meetings of representatives from both parties. Therefore, the parties agree to establish joint Labor/Management Committees to maintain open lines of communication and to discuss and resolve issues. Each Committee will be co-chaired by the Chief Officer of the affected Affiliate Union or his/her designee, and the designated Executive from Operations or his/her designee. It is understood and agreed the Committee will not have the authority to receive or resolve grievances or engage in collective bargaining. The Company and the Union will agree on the number of core committee attendees for each Committee and the frequency for each Committee by line of business, job classification, or work location. Either party, within reason, may invite appropriate subject matter experts deemed necessary. Shop Stewards designated by the Union to attend the Committee meeting during his/her scheduled shift will be paid for the time attending the meeting.

Agenda items will be submitted by the parties in advance of the meetings. Each meeting will contain the Agenda item of Safety. The Committee may consider the following as it relates to workplace safety:

- a. Evaluation of health and safety issues through means such as, but not limited to, examination of records, inspections, and employee interviews;
- b. To identify additional or improved health and safety training needs;

Company:

UH 737:

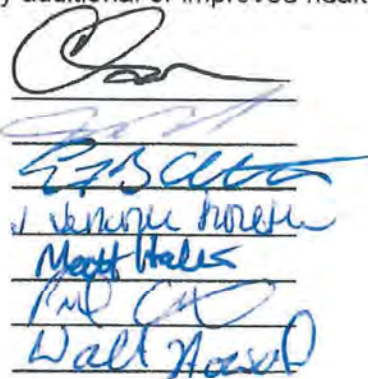
UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:

  
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- c. To meet with and make recommendations to the G.M./Director with operational responsibility for the area in question regarding (a) and (b) above.

If any STCU affiliate requests a meeting dedicated to addressing only safety specific items the Company agrees to honor that request and schedule the meeting.

**U20 - DIVERSITY EQUITY AND INCLUSION**

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- 2. Eliminate the notations of Host/Hostess

Company:



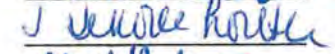
UH 737:



UH 362:



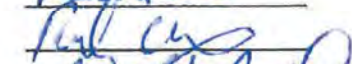
UFCW 1625:



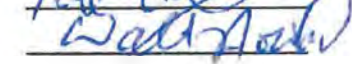
TCU 1908:



IATSE 631:



IBT 385:



Modified Company Counter Proposal to Union Proposal #26 – Article 13 (Probationary Period)

ARTICLE 13 – SENIORITY AND WORK STATUS

SECTION 5. WORK STATUS AND UTILIZATION OF REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES

- (2) Probationary Employee. All new Regular Full Time employees shall be considered probationary employees for a period of ninety (90) calendar days which may be extended by thirty (30) days with notice from the Company to the Union. Such notification will include a copy of the employee's record card Any probationary period interrupted by a leave of absence(s) (e.g. personal leave, medical leave) will be automatically extended by the same number of days as such leave of absence(s). Where a newly hired employee is transferred into a new job classification or to a new location within the first ninety (90) days, the employee shall serve an additional ninety (90) day probationary period in the new job/location. The Company reserves the right to terminate their employment for any reason until they have completed any such probationary period. However, probationary employees shall be entitled to utilize the Grievance Procedure to grieve any matter which could be grieved by any other employee except termination within the probationary period.

Company Counter Proposal to Union Proposal #18 – Article 22 (Voting)

ARTICLE 22 - JURY DUTY, BEREAVEMENT LEAVE PAY AND VOTING

SECTION 3 VOTING

If employees are scheduled such that they will not have sufficient time outside of their regular working hours to vote in a general or statewide election (i.e. two consecutive, unscheduled hours during poll hours), they should notify their manager of their need for time off at least forty-eight (48) hours after posting of the schedule that covers the voting date. Upon approval, employees may take up to two (2) hours off work for voting, either at the beginning or end of their regular work shift, without loss of pay. If additional time is needed to vote, it will be unpaid.

Company:

UH 737:

UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:

Handwritten signatures for each union and company representative, including a large signature for the Company and smaller signatures for UH 737, UH 362, UFCW 1625, TCU 1908, IATSE 631, and IBT 385.

Modified Company Proposal 5  
Modified Company Counter Proposal to Union 30 – Article 15 (Layoffs, Recalls, and Furlough)

ARTICLE 15 – LAYOFFS, RECALLS, AND FURLOUGH

SECTION 1. LAYOFF ACCORDING TO SENIORITY IN JOB CLASSIFICATION

Whenever it becomes necessary to reduce the working force in a given job classification, the employee(s) permanently assigned to that job classification with the least Service Trades Council bargaining unit seniority will be laid off, providing the remaining employees possess the necessary skills, qualifications, and abilities to perform available work as determined by the Company, except as provided in Section 8, and Article 9, Section 4(c).

SECTION 2. NOTICE OF LAYOFF/FURLOUGH

Whenever possible, one (1) week's advance notice of layoff/furlough will be given to an employee. If the Company fails to provide one (1) week's notice, the Company will be responsible for one (1) week of lost time or missed portion thereof. The Company will furnish electronically to the Union notice of new hires and layoffs.

SECTION 3. LAID OFF EMPLOYEES RETAIN SENIORITY FOR **12 UP TO 24 MONTHS**

Employees on layoff for twelve (12) months or less and who are recalled will maintain their seniority date and continuous service date for purposes of Company benefits. If an employee's layoff extends beyond the initial twelve (12) months, the employee must proactively contact the Company within thirty (30) days to extend their recall rights to their previous classification for an additional twelve (12) months from the date of layoff. If a position within the classification becomes available during the extended recall period, eligible employees subject to extended recall will be offered the position by seniority. An employee who fails to accept a job offer to return to their former classification within five (5) calendar days will no longer be eligible for extended recall. Employees offered a position based on extended recall rights will be required to complete any pre-employment requirements (e.g. background check, drug test, post-offer employment testing, etc.). Employees rehired under extended recall rights will retain and accumulate seniority and will have their Company longevity bridged. Employees rehired under extended recall rights will be eligible for health care coverage in accordance with Article 23, Section 2 (c).

SECTION 4. RECALLS IN ACCORDANCE WITH SENIORITY IN JOB CLASSIFICATION

Employees who have been laid off as a result of the curtailment of operations shall be recalled in accordance with their seniority in their permanent job classification, provided the employees possess the necessary skills, qualifications, and abilities to perform the available work as determined by the Company.

SECTION 5. RECALL PROCEDURE

Laid off employees shall be notified of recall five (5) work days prior to the required start date via an employee communication method existing at the time of recall. At the employee's request, they will be provided an additional five (5) days to report to work. The Union will be provided written confirmation of the communication method the Company intends to use at least five (5) work days in advance of any recalls.

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UH 737:

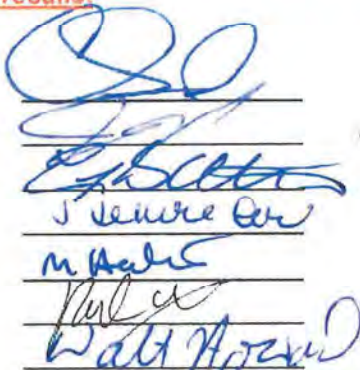
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TCU 1908:

IATSE 631:

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J. Jensen for  
M. Adams  
\_\_\_\_\_  
Walt Rosen

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

**SECTION 6. CORRECT ADDRESS AND TELEPHONE NUMBER CURRENT CONTACT INFORMATION**

Failure of an employee to have a current email address and telephone number on in the system of record in the appropriate Human Resources (HR) Department will relieve the Company of its responsibility of notification to the employee under any Article of this Agreement.

**SECTION 7. FAILURE TO REPORT FROM LAYOFF/FURLOUGH**

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

**SECTION 8. THIRTY-DAY (30) FURLOUGH FOR NON-TIPPED EMPLOYEES**

A department/location shall furlough non-tipped employees by classification based upon their relative bargaining unit seniority within the affected department/location provided the employee is recalled thirty (30) days or less from the furlough date. Prior to furloughing employees, the Company will offer Regular Full Time employees available work hours in other areas. Furloughed employees shall:

- (a) receive and acknowledge written notification of their recall date at time of furlough;
- (b) receive credit toward scheduled increases;
- (c) be eligible to utilize earned vacation and/or sick leave;
- (d) retain their Main Entrance Pass and ID card;
- (e) retain Medical Insurance; and,
- (f) be offered any hours being worked by casual employees in the affected department/location.

A department/location may furlough employees for up to thirty (30) days as a result of the reduction of available work hours when a portion of an affected department/location staff continues to work. Furloughs may not be utilized in situations such as closures for rehab.

Company:

UH 737:

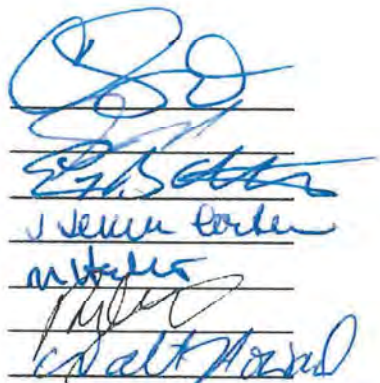
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TCU 1908:

IATSE 631:

IBT 385:

  
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MOU Article 19 – Joint Standing Committee

Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Full Time and Part Time Agreements

This Memorandum of Understanding (“MOU”) is between Walt Disney Parks and Resorts, U.S. (“Company”), and the Service Trades Council Union (“Council” or “Union”), collectively referred to as “the Parties” with respect to the Regular Full Time Collective Bargaining Agreement and the Regular Part Time Collective Bargaining Agreement between the parties (“the Agreements”).

During the course of the 2022 negotiations, the Parties agreed to the following rules and guidelines regarding the Joint Standing Committee (“JSC”) reviews:

- If either party does not appear at the scheduled time, the grievance will proceed based on the evidence presented.
- Parties must provide the other party a copy of any new information to be presented to the JSC at least seven (7) calendar days prior to the scheduled JSC meeting. No new evidence shall be introduced within seven (7) calendar days of the scheduled JSC meeting, unless mutually agreed upon by the parties.
- Neither party shall be required to provide the other party with copies of information previously provided.
- If the JSC requires additional information, the meeting will reconvene as quickly as possible after the information becomes available.
- No modifications shall be made once the JSC has issued its written decision.
- The goal of the JSC is to issue bench decisions.

This Memorandum of Understanding expires at the end of the term of the 2022 Full Time STCU Agreement.

Tentative Agreement Date/Time: 

Company: \_\_\_\_\_

UH 737: \_\_\_\_\_






UH 362: \_\_\_\_\_

UFCW 1625: \_\_\_\_\_

TCU 1908: \_\_\_\_\_

IATSE 631: \_\_\_\_\_

IBT 385: \_\_\_\_\_

**Regular Full Time Monitoring Period**

**Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Full Time Agreement**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the Service Trades Council Union ("Council" or "Union"), collectively referred to as "the Parties."

During the course of the 2022 negotiations the Company and Council discussed the following regarding the Full Time Monitoring period, which currently runs from August to July annually:

- In January and April of each year, the Company will run reports of all hours worked in accordance with Article 13, Section 5(a)(1) of the 2022 Collective Bargaining Agreement, and will subsequently send letters to all Cast Members trending below, thereby providing notification at the midway point and ninety (90) days prior to end of monitoring period respectively.
- When Cast Members are notified by the Company that they will be converted, they will have an opportunity, through their leaders, to request an exception. All exception requests will be reviewed.
- In accordance with Article 13, Section 3(a), the Company will meet with the union sixty (60) days in advance of making changes to the monitoring period.

This Memorandum of Understanding expires at the end of the term of the 2022 Full Time STCU Agreement.



Tentative Agreement Date/Time: \_\_\_\_\_

Company:

UH 737:

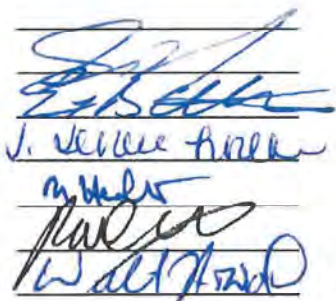
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TCU 1908:

IATSE 631:

IBT 385:



**Union Leaves**

**Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Full Time Agreement**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the Service Trades Council Union ("Council" or "Union"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and Union mutually agreed that the following Cast Members, who have accepted full-time employment with the Union, will not be terminated and will maintain their Cast Member ID and use of their Maingate or Silver Pass while remaining on continuous Union leave which began on or before December 31, 2013.

STCU Cast Members on Union Leave as of December 31, 2013:

Castro	Jose	STCU/HERE - Local #737
Clinton	Eric	STCU/HERE - Local #362
Cropp	Isaac	STCU/HERE - Local #737
Desima	Marjoline	STCU/HERE - Local #737
Edwards	Lanette	STCU/UFCW-Local #1625
Javier	Alma	STCU/HERE - Local #737
Jordan	Hector	STCU/HERE - Local #737
Lucas	Lori	STCU/UFCW- Local #1625
Marc	Isaie	STCU/HERE - Local #737
McKinnon	Angela	STCU/HERE - Local #737
Oquendo	Patricia	STCU/HERE - Local #737
Ramirez	Ben	STCU/TCU - Local #1908
Yassen	Jeremy	STCU/HERE - Local #362
Young	Caitlin	STCU/HERE - Local #362

The parties further understand and agree that should any of the Cast Members return from Union leave and subsequently accept employment with the Union on or after ratification of the 2022 STCU contract, they will be subject to the terms of Article 17, Section 2 of the 2022 STCU collective bargaining agreement.

Tentative Agreement Date/Time: 

Company:

UH 737:

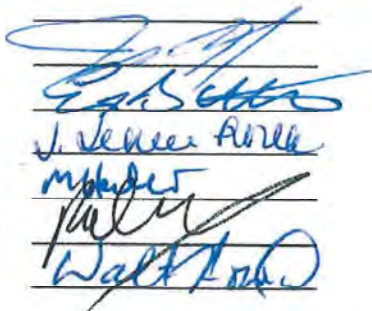
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TCU 1908:

IATSE 631:

IBT 385:



Access of Union Representatives

Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Full Time Agreement

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the Service Trades Council Union ("Council" or "Union"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Parties agree to the following regarding Access of Union Representatives:

- Any dispute arising from the suspension or revocation of a Union Business Agent's access privileges, not resolved within seven (7) calendar days, shall be subject to the grievance procedures (Article 19).
- Either the Union or the Company may bypass prior Steps of the grievance procedure and move directly to Arbitration.

This Memorandum of Understanding expires at the end of the term of the 2022 Full Time STCU Agreement.

Tentative Agreement Date/Time: \_\_\_\_\_



Company:

UH 737:

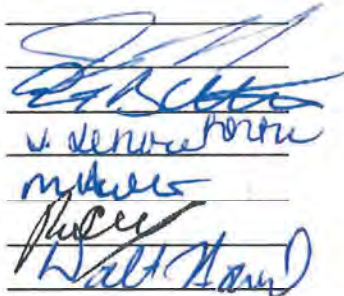
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IATSE 631:

IBT 385:



Article 19 - Grievance Procedure / Mediation

Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Full Time Agreement

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the Service Trades Council Union ("Council" or "Union"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Parties agree to the following understanding regarding the use of non-binding mediation in an attempt to resolve grievances prior to an arbitration hearing. The following outlines the Parties' agreement as to the mediation process:

- Upon either party submitting a grievance to arbitration, the parties shall request the Federal Mediation and Conciliation Service to appoint a mediator.
- Selection of the Arbitrator and scheduling of the hearing will continue during the mediation process.
- The parties agree that mediation may be waived by either party for any grievance.
- The parties agree that neither the Company nor the Union will be represented by a third party during the mediation process.
- The parties agree that the information gained through the mediation process will be confidential and not subject to use in subsequent proceedings.

This Memorandum of Understanding expires at the end of the term of the 2022 Full Time STCU Agreement.

Tentative Agreement Date/Time: 

Company:

UH 737:



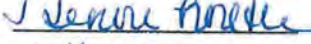


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TCU 1908:

IATSE 631:

IBT 385:

Modified Company Counter Proposal to Union Proposal # 29

ARTICLE 14 – TRANSFERS

SECTION 1. TRANSFER PROCEDURES

(a) Employees interested in a transfer shall fill out the appropriate submittal and may need to complete a personal interview. Positions eligible for transfer will be provided on the Company's intranet along with the requirements for the position. An employee interested in a transfer will be provided the opportunity to identify a minimum of two (2) areas of interest for transfer. For each area of interest, the employee will be able to identify up to ten (10) potential locations for transfer.

(e) When an employee declines a transfer within seventy-two (72) hours of receiving notification of the transfer, the employee will be eligible to transfer again after six (6) months from the date the position is declined. Any employee who declines a transfer more than seventy-two (72) hours from receiving notification of the transfer will be eligible to transfer again after twelve (12) months from the date the position is declined.

SECTION 2. TRANSFERS TO THE SAME JOB CLASSIFICATION AND/OR DIFFERENT JOB CLASSIFICATIONS

(a) The Company agrees that in granting transfers to different locations, and/or different job classifications, seniority shall prevail when candidates possess the following qualifications:

- (1) Length of Service:
  - a) Twelve (12) months employment
  - b) Minimum of twelve (12) months in work location if transferring to a different job classification or a minimum of six (6) months in work location if transferring to the same job classification

Tentative Agreement Date/Time: \_\_\_\_\_



Company: \_\_\_\_\_

UH 737: \_\_\_\_\_

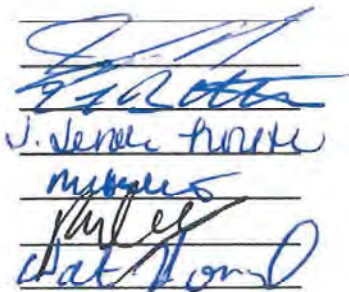
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UFCW 1625: \_\_\_\_\_

TCU 1908: \_\_\_\_\_

IATSE 631: \_\_\_\_\_

IBT 385: \_\_\_\_\_





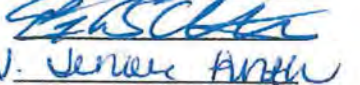

Company Counter Proposal to Union Proposal #31

ARTICLE 8 – NON-DISCRIMINATION

SECTION 3. AMERICANS WITH DISABILITIES ACT

The Company and the Union acknowledge the reasonable accommodation commitment of the Americans with Disabilities Act and the protected status of qualified applicants and employees with disabilities. Nothing in this Agreement shall be construed as intended to be a barrier to reasonable accommodation to qualified persons with disabilities, provided any proposed accommodation is reasonable and does not unnecessarily usurp the legitimate rights of other employees under this Agreement. In this regard, the Company and the Union commit to meet to resolve potential conflicts between the Americans with Disabilities Act and the Agreement. At the Union's request the Company will meet to discuss accommodation requests that have been pending for over thirty (30) days. The Union may also request an immediate meeting with a Labor Relations executive to attempt to resolve any issue.

Tentative Agreement Date/Time: 

Company: \_\_\_\_\_  
UH 737:   
UH 362:   
UFCW 1625: V. Jennifer Aron  
TCU 1908: M. Hayes  
IATSE 631:   
IBT 385: Walt

August 31, 2022

Matt Hollis  
President, Service Trades Council Union  
c/o TCU/IAM Local 1908  
6675 Westwood Blvd, Suite 140  
Orlando, FL 32821

RE: Letter of Intent Regarding Transfer Genie

Dear Matt,

As discussed in the 2022 STCU Main Table Negotiations, the Company intends to update the Transfer Genie experience. Planned updates include the following:

- To allow for timely communication, require that employees provide updated contact information (email and phone number);
- Provide visibility to the estimated hourly rate of pay for positions earlier in the Transfer selection process; and
- Provide notification of status updates on pending transfer requests no less than eight (8) days prior to implementation.

The status update notification will include instructions for the employee to check their Transfer Genie dashboard for detailed information on the approved request or any necessary next steps.

The Company endeavors to implement these updates no later than nine (9) months post-ratification.

Sincerely,



Christle Sutherland  
Director, Labor Relations



August 31, 2022

Matt Hollis  
President, Service Trades Council Union  
c/o TCU/IAM Local 1908  
6675 Westwood Blvd, Suite 140  
Orlando, FL 32821

RE: Letter of Intent Regarding Employment Accommodations Process

Dear Matt,

As discussed in the 2022 STCU Main Table Negotiations, the Company will work to improve the Cast Member experience in the employment accommodations process. It is our intent that Cast Members on a leave of absence awaiting placement will be considered for available roles with the same status (e.g. Full Time or Part Time) for which they are qualified prior to filling such roles with external applicants.

Sincerely,



Christie Sutherland  
Director, Labor Relations

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August 15, 2018

Matt Hollis  
Council President, Service Trades Council Union  
5385 Conroy Road  
Suite 201  
Orlando, FL 32811

RE: Letter of Clarification Regarding Posting Schedules

Dear Matt,

Pursuant to conversations during the 2017 STCU Main Table Negotiations, this correspondence documents the Company's clarification regarding posting schedules.

The Company is committed to providing Cast Member visibility to schedules for all locations. Any Cast Members may view complete location schedules on paper. As technology advances, the Company will evaluate alternative sources to paper schedules, including expanding availability of electronic schedules.

Sincerely,



J. Robbin Almand  
Vice President, Labor Relations  
Walt Disney Parks & Resorts, U.S.

cc: International Alliance of Theatrical Stage Employees Local 631  
International Brotherhood of Teamsters Local 385  
Transportation Communications Union/IAM Lodge 1908  
UNITE HERE! Local 362  
UNITE HERE! Local 737  
United Food and Commercial Workers Local 1625

Received from union 8/31/22 @ 12:44 PM Page 1 of 1

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August 24, 2018

Matt Hollis  
Council President, Service Trades Council Union  
5885 Richard St.  
Jacksonville, FL 32216

RE: Letter of Intent Regarding Cast Member Overpayments

Dear Matt,

During the 2017 STCU Main Table Negotiations, the parties discussed the impact on a Cast Member when an overpayment necessitates withholding from a Cast Member paycheck.

This letter documents the Company's intent to endeavor to develop a process to provide impacted Cast Members, in these circumstances, notification in advance of the withholding.

Sincerely,



J Robbin Almand  
Vice President, Labor Relations  
Walt Disney Parks & Resorts, U.S

cc: International Alliance of Theatrical Stage Employees Local 631  
International Brotherhood of Teamsters Local 385  
Transportation Communications Union/IAM Lodge 1908  
UNITE HERE! Local 362  
UNITE HERE! Local 737  
United Food and Commercial Workers, Local 1625

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Company Comprehensive Package Proposal in Response to U# 8, 9, 10, 11, 12, 13, 14, 15(b), 16, 17 and 19

As part of this Comprehensive Package, the Company will provide a Letter of Intent addressing Diversity, Equity and Inclusion matters set forth in Union Proposals 8, 9, 10, 11, 13, 15, and 17. Additionally, this Package includes the following:

- Company Counter to Union Proposal 8
- Modified Company Counter to Union Proposal 14
- Company Counter to Union Proposal 16
- Letter of Intent addressing Union Proposal 19

Company Counter to Union Proposal # 8

ARTICLE 8 – NON-DISCRIMINATION

...

SECTION 2. NON-DISCRIMINATION AND NON-RETALIATION

The Company and the Union agree there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age, sexual orientation, national origin, religion, marital status, gender identity, gender expression, pregnancy, ancestry, military or veteran status, medical condition, genetic information, disability (mental or physical) or on any basis prohibited by federal or state legislation. The parties further agree to support Affirmative Action efforts.

The Company, the Union and employees are committed to a workplace free of harassment, including harassment based on a person's actual or perceived race (including traits associated with race, such as hair texture, hair type or protective hairstyles), religion, color, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), sexual orientation, gender, gender identity, gender expression, national origin, ancestry, age, marital status, military or veteran status, medical condition, genetic information, or disability (mental or physical) and any additional category set forth in federal, state or local law.

The Company and the Union agree there shall be no retaliation against an individual who has made a good faith complaint about violation of the Company's Equal Employment Opportunity and Harassment policies, or has cooperated with an investigation into a complaint of violation of these policies. Employees who believe they have been harassed, discriminated against or retaliated against,

Company:

UH 737:

UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:

Handwritten signatures for each union and company representative, including a large signature for the Company and smaller signatures for UH 737, UH 362, UFCW 1625, TCU 1908, IATSE 631, and IBT 385.

in violation of the above stated policies, should promptly report the facts of the incident and the name of the person involved to the Human Resource Department, Labor Relations Department, or Union Representative.

The Company will publish its policies prohibiting discrimination, harassment and retaliation to employees. The Company commits to posting any updates to these policies and providing the Union with a copy of such updates.




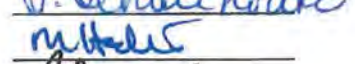
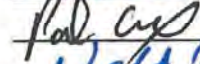


Modified Company Counter Proposal to Union #14

ARTICLE 13 – SENIORITY AND WORK STATUS

SECTION 8. IMMIGRATION

(a) In the event that an employee is not authorized to work in the United States following the probationary period, and ~~his/her~~their employment is terminated for this reason, the Company agrees to immediately reinstate the employee to ~~his/her~~their former job classification without loss of prior seniority (seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within ~~one hundred eighty (180) days~~ twelve (12) months from date of termination.

NEW (d) Upon request, employees shall be released for up to five (5) unpaid working days in order to attend United States Citizenship and Immigration Services (USCIS) proceedings, their swearing in as a U.S. citizen ceremony, and any related matters for the employee only. The employee must provide advance notice and the Company may request documentation of such absences.

Company:	
UH 737:	
UH 362:	
UFCW 1625:	
TCU 1908:	
IATSE 631:	
IBT 385:	



Company Counter Proposal Union Proposal #16

ARTICLE 23 - PENSION AND WELFARE

SECTION 3. SICK LEAVE

(a) Regular Full Time employees shall receive sick leave based on the number of hours (straight time and overtime hours exclusive of the overtime premium) up to a maximum of 1800 hours worked from the date of hire to the end of the calendar year in which hired and for each succeeding calendar year thereafter. Sick leave earned in the first calendar year of service may not be used until nine (9) months of continuous service have elapsed from the date of hire and in no event prior to the beginning of the calendar year following the year in which employed. Employees may use sick leave for absences related to their own illness, care for a family member or child care. With reasonable notice, Regular Full Time employees may request the use of six (6) days sick leave per calendar year as personal leave days. Requests will be granted consistent with operational requirements.

Company:

UH 737:




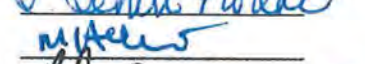


UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:

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September 1, 2022

Matt Hollis  
President, Service Trades Council Union  
c/o TCU/IAM Local 1908  
6675 Westwood Blvd  
Suite 140  
Orlando, FL 32821

**RE: Letter of Intent Regarding Diversity, Equity, and Inclusion**

Dear Matt,

During the course of the 2022 STCU Negotiations, the Parties mutually recognized the importance of supporting and encouraging an inclusive workplace. As part of our discussions, the Company shared our focus on building and sustaining a culture where everyone belongs. In response to specific discussion topics, the Company's policies, practices, and intentions are summarized below:

**Training**

- The Company intends to provide employees represented by the Service Trades Council Union with training regarding the employee policies prohibiting discrimination, harassment and retaliation.

**Preferred or Known As Name**

- The Company continues to update its systems to use the employee's preferred or known as name, wherever possible, if the employee has provided a preferred or known as name in the Company's system of record.

**Pronouns**

- The Company provides employees with the opportunity to indicate their preferred pronouns in Company's system of record and will continue to explore options for employees to share their pronouns with others.

**Changing Areas**

- Upon a request of an employee, leaders will work with them on addressing their individual needs regarding changing areas.

**Translations**

- When meeting with a supervisor, at the request of an employee, language assistance will be provided by a bargaining unit employee, another non-supervisory employee, or a third-party provider. Lack of immediate availability of such assistance shall not unreasonably delay the continuation of the conversation.

- *Upon request, the Company will meet and discuss with the Union options to translate key employee communications.*

#### **Pregnancy and Lactation**

- The Company will continue to work with employees on an individual basis to address pregnancy-related needs such as temporary work restrictions, costumes, etc.
- The Company is committed to providing a supportive experience for nursing employees.
- For lactation purposes, employees and their Leaders should work to identify a private space (with a power outlet) other than a bathroom, as well as access to refrigeration.

#### **Family/Intimate Partner Violence**

- The Company acknowledges the care and compassion needed for employees who are victims of family/intimate partner violence.
- The Company encourages employees to raise their concerns to leadership and commits to working with employees to address workplace needs (e.g. temporary transfers, removing name from schedules, unpaid time off, etc.) and provide access to resources (e.g. LifeCare, EAP) to assist in these matters.
- Except in cases of imminent danger, an employee seeking time off must provide their leader as much notice as practicable under the circumstances. The Company may require appropriate documentation. The Company will keep information related to the employee's time off confidential.

Sincerely,



Christie Sutherland  
Director, Labor Relations

Company Counter Proposal to Union Proposal # 28 – Coordinators

ARTICLE 12 – JOB CLASSIFICATIONS AND WAGE RATES

SECTION 8. COORDINATORS

...

b. All Regular Coordinator openings shall be posted in writing at the respective work location(s) as needed. The written posting will identify the location of the opening and the posting end date. Only non-probationary regular employees shall be eligible for Coordinator positions.

The following guidelines apply in filling positions:

1. Minimum of four (4) months relevant Disney experience
2. Skills to be considered: performance, experience, technical skills, initiative, team work, dependability and communication skills
3. In the event candidates are deemed to have equal qualifications, seniority shall be the determining factor.

...

Company:

UH 737:

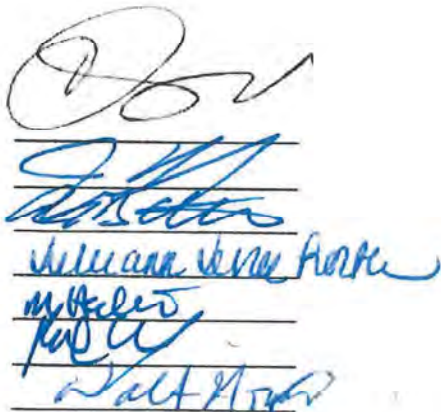
UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:



Handwritten signatures for each party: Company, UH 737, UH 362, UFCW 1625, TCU 1908, IATSE 631, and IBT 385.

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Union Proposal 39

**ARTICLE 4 - SCOPE OF AGREEMENT**

**SECTION 1. AREAS INCLUDED IN AGREEMENT**

This Agreement relates only to the Walt Disney World Resort comprising the Magic Kingdom Theme Park; Disney's Polynesian Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa; Disney's Caribbean Beach Resort; Disney's Beach Club Resort; Disney's Port Orleans Resort; Disney's Old Key West Resort; Disney's Saratoga Springs Resort; Disney's Pop Century Resort; Disney's Art of Animation Resort; Disney's Yacht Club Resort; Disney Springs and Leased Retail Operations; Typhoon Lagoon; Disney's Wilderness Lodge; Disney's All-Star Resorts; Disney's Boardwalk Resort; ESPN Wide World of Sports; Disney's Coronado Springs Resort; Disney's Animal Kingdom; Disney's Animal Kingdom Lodge; Disney's Blizzard Beach; Disney's Hollywood Studios; Textile Services; the Main Entrance Complex; Fort Wilderness; Tri-Circle D Ranch; Mickey's Retreat recreation facilities; Bay Lake and Seven Seas Lagoon; EPCOT; Disney's Riviera Resort; Disney Skyliner; Star Wars: Galactic Starcruiser; Disney Event Group (DEG), Warehouses: Lee Vista and Orange; Maingate Office Complex; and roadways, employee entrances, parking lots, guest/employee transportation facilities, vehicles and boats which directly service the above-referenced theme parks and resort properties.

...  
**CC to U 40 STAR WARS: GALACTIC STARCRUISER ROAMER**

**ARTICLE 16 – INTERCHANGEABILITY OF WORK ASSIGNMENT**

**SECTION 1. INTERCHANGEABILITY IN SAME JOB CLASSIFICATION**





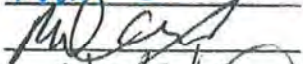
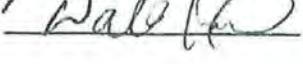

(a) The Company may assign, reassign, or transfer an employee to any work location during the workday or workweek within all of the areas included in this Agreement, as outlined in Article 4 (SCOPE OF AGREEMENT).

(b) In the administration of this Article, involuntary work shall be required of the junior, available, qualified, on-shift employee.

(c) Where the Company establishes a scheduling pool for regular ongoing movement between locations, the existing property transfer guidelines shall apply to transfers to such pool.

**SECTION 2. INTERCHANGEABILITY IN DIFFERENT JOB CLASSIFICATIONS**

(a) Scheduled

Company:	
UH 737:	
UH 362:	
UFCW 1625:	
TCU 1908:	
IATSE 631:	
IBT 385:	

- (1) The Company may create scheduled shifts or pools which require movement from one job classification to a different classification. Such movement may be from one location to another.
- (2) When establishing such a scheduled shift, the shift will be posted at the affected location(s) and the senior most qualified person bidding shall be awarded the shift. The Company shall endeavor to create forty (40) hour shifts; however, such shifts shall not be less than thirty-eight (38) hours per week.
- (3) If not scheduled in accordance with (a)(2) above, the Company may assign the shift to the junior employee stasured in the affected locations.
- (4) Any scheduled overtime in the affected locations shall be offered first to employees stasured in the affected locations, then to employees regularly working in the affected locations prior to other employees working these shifts.
- (5) The Company will provide all required training for employees working these schedules.
- (6) Costume changes and travel time between locations will be considered time worked.
- (7) The above shall also apply to new job classifications which encompass a combination of duties from different job classifications. Scheduling within pools established for this purpose shall be as provided for under Article 13. Transfers to such new classifications shall be as described under Article 14.

(b) Unscheduled

- (1) The Company may assign, reassign, or transfer an employee to a different job classification in the same or different work location during the workday or workweek within all of the areas included in this Agreement, as outlined in Article 4 (SCOPE OF AGREEMENT).
- (2) An employee shall not be required to work against his/her desire in the new job classification for a period of time exceeding ten (10) workdays in a calendar year. If operational need requires additional time, the work will be assigned to the most junior employee.

**SECTION 3. RATE OF PAY**

Whenever an employee is assigned or transferred to perform two (2) or more job classifications during the day, the employee will receive his/her permanent rate or the rate for the job to which he/she was transferred, whichever is higher, for all time worked in the higher classification. The only exception is when a non-tipped employee works in a tipped classification, he/she will be paid the appropriate tipped rate for all hours worked in that classification.

Company:

UH 737:

UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:

Handwritten signatures for each union and company, written in blue ink over horizontal lines. The signatures are: Company (top), UH 737, UH 362, UFCW 1625, TCU 1908, IATSE 631, and IBT 385.



**SECTION 4. TIPPED EMPLOYEES**

Tipped employees will not be required to work in a non-tipped job classification.

**SECTION 5. ASSIGNMENT, REASSIGNMENT OR TRANSFER OF SHOP STEWARDS**

In the administration of this Article, the Company will not involuntarily assign, reassign or transfer Shop Stewards.

**SECTION 6. STAR WARS: GALACTIC STARCRUISER ROAMER**

Star Wars: Galactic Starcruiser Roamers may perform work in any of the job classifications included in Addendum A only at Star Wars: Galactic Starcruiser. All candidates may be subject to hiring assessments and a satisfactory record card review as determined by the Company.

All employees utilized in the Star Wars: Galactic Starcruiser Roamer role, including transfers, shall be placed on a one hundred twenty (120) day qualifying period. If the Company, at its sole discretion, determines during the one hundred twenty (120) day qualifying period that the employee's performance is not satisfactory, or if the employee requests a return within one hundred twenty (120) days, the Company will return the employee to their prior job classification.

Nothing in Section 6, limits the Company's rights established in Article 15, Sections 1 and 2.

*\*Note name change to classification will be updated in Addendum A.*

Company:

UH 737:

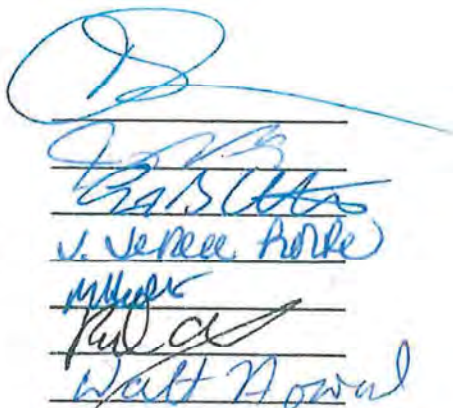
UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:

  
A large blue signature for the Company is at the top. Below it are five smaller blue signatures, each written over a horizontal line. From top to bottom, the signatures appear to be: a stylized signature, a signature that looks like 'Basil...', a signature that looks like 'J. Verne...', a signature that looks like 'M...', and a signature that looks like 'Walt Howard'.

Modified Company Proposal #1

ARTICLE 21 - VACATION

SECTION 7. VACATION SCHEDULING

...  
(b) ...






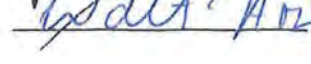

Deadline	Time Frame	Schedule Posted
<del>November 30, 2018</del>	<del>January 6, 2019 - January 4, 2020</del>	<del>December 15, 2018</del>
<del>November 30, 2019</del>	<del>January 5, 2020 - January 2, 2021</del>	<del>December 15, 2019</del>
<del>November 30, 2020</del>	<del>January 3, 2021 - January 1, 2022</del>	<del>December 15, 2020</del>
<del>November 30, 2021</del>	<del>January 2, 2022 - January 7, 2023</del>	<del>December 15, 2021</del>

Deadline	Time Frame	Schedule Posted
<u>November 30, 2022</u>	<u>January 8, 2023 - January 6, 2024</u>	<u>December 15, 2022</u>
<u>November 30, 2023</u>	<u>January 7, 2024 - January 4, 2025</u>	<u>December 15, 2023</u>
<u>November 30, 2024</u>	<u>January 5, 2025 - January 3, 2026</u>	<u>December 15, 2024</u>
<u>November 30, 2025</u>	<u>January 4, 2026 - January 2, 2027</u>	<u>December 15, 2025</u>

...  
(c) Following the annual vacation bid, additional requests for available dates will be on a first come first serve basis.

NEW (d) The total number of vacation days approved will be limited to the employee's accrued vacation hours at the time of the request (either during the annual vacation bid or thereafter), plus the employee's anticipated accrued vacation hours in the year in which vacation is requested.

NEW (e) Employees cannot change approved vacation to unpaid time if accrued vacation hours are available at the time vacation is taken.

Company:   
 UH 737:   
 UH 362:   
 UFCW 1625:   
 TCU 1908:   
 IATSE 631:   
 IBT 385: 

Documented Discussions

Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Full Time Agreement

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the Service Trades Council Union ("Council"), collectively referred to as "the Parties."

During the course of the 2022 negotiations the Parties discussed the Company's practice regarding documented discussions (i.e. coach and counseling).

In accordance with Article 18, Section 6 (a) and (b) and our long-standing practice, discussions, whether verbal or written, are not considered a form of discipline under the collective bargaining agreement. Additionally, a documented coaching or counseling is not a pre-requisite for issuing discipline but instead is a part of the employee's work record.

The purpose of a discussion is to inform and/or reinforce the Cast Member with regard to Company policies, operating guidelines, and/or practices. Our leaders are expected to address all Cast Members with respect and dignity during such discussions, including notifying the Cast Member if a discussion will be documented on the record card and making all efforts to provide such notice in a private setting.

This Memorandum of Understanding expires at the end of the term of the 2022 Full Time STCU Agreement.

Company:

UH 737:

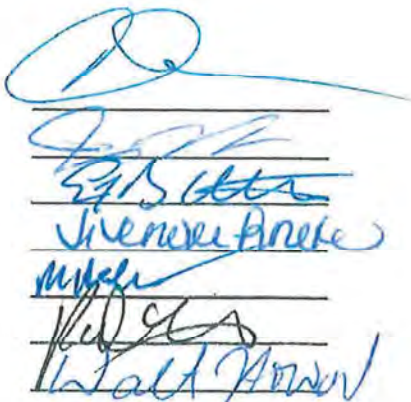
UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:



Handwritten signatures for each party, including a large signature for the Company and smaller signatures for the various unions.

Schedule Bids  
Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the Service Trades Council Union ("Council" or "Union"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Parties discussed Article 10, Section 5(a) regarding Union Schedule Bids. Should the Company choose to adjust Schedule Bids from in-person to electronic, the Company will meet discuss, and agree with the respective Union.

Where bid appointments are utilized in person or virtual, the Parties agree to the following:

- The posting of appointment times will include the telephone number Cast Members may call if they are not working on the day the bid occurs.
- Each Cast Member will be asked to complete an electronic proxy form to be used if the Cast Member chooses not to participate in a bid appointment. Cast Members who are on the clock and have not declined a bid appointment will be released to attend their bid appointment.
- The proxy will include a place for the Cast Member to decline a bid appointment.
- If the Cast Member has indicated on their proxy that they decline a bid appointment in person or virtual and are not present at their appointment time, the bid will proceed with no further attempts to contact the Cast Member.
- Upon request, the Cast Member will be provided a copy of their submitted proxy form.

This Memorandum of Understanding expires at the end of the term of the 2022 Full Time STCU Agreement.

Company:

UH 737:

UH 362:

UFCW 1625:

TCU 1908:

IATSE 631:

IBT 385:

Handwritten signatures and lines for each union group: Company, UH 737, UH 362, UFCW 1625, TCU 1908, IATSE 631, and IBT 385.

Subcontracting

Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Full Time Agreement

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the Service Trades Council Union ("Council"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Parties agree regarding Subcontracting and the manner by which the Company intends to address the issue of subcontracting work:

- The Company reserves its management right to subcontract work as defined in Article 29 – Subcontracting.
- When the Company deems it necessary and appropriate to subcontract work, the Company will provide reasonable notification to the affected Affiliate. This notification will afford the Affiliate the ability to request and engage in meaningful and timely effects bargaining with the Company.
- When business circumstances permit, the Company may seek Union input on alternative suggestions or names of vendors for consideration by the Company. The Company reserves its right to decline a suggestion or reject a vendor recommended by the Union. The parties agree that all meetings and all information discussed therein shall remain confidential between the Company and the respective Union affiliate.
- Pursuant to Article 4 – Scope of Agreement, should the Company subsequently perform work previously subcontracted and covered under the scope of the Agreement, the work will automatically be covered by the Agreement, except if the work has significantly changed or the scope of the work materially modified. Should a dispute arise between the parties, resulting in arbitration, the Company will bear the burden of proof.

This Memorandum of Understanding expires at the end of the term of the 2022 Full Time STCU Agreement.

Company:

UH 737:

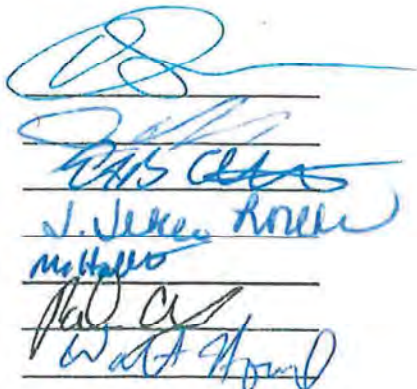
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TCU 1908:

IATSE 631:

IBT 385:



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