

AGREEMENT BETWEEN
WALT DISNEY PARKS AND RESORTS U.S. AND
THE SERVICE TRADES COUNCIL UNION
(REGULAR FULL TIME)

EFFECTIVE October 2, 2022
THROUGH October 2, 2027

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SERVICE TRADES COUNCIL UNION AGREEMENT
FOR REGULAR FULL TIME EMPLOYEES
Effective **October 2, 2022 to October 2, 2027**

ARTICLE 1 - PREAMBLE

THIS AGREEMENT entered into **2nd** day of **October 2022**, by and between Walt Disney Parks and Resorts U.S., hereinafter called "COMPANY" and the SERVICE TRADES COUNCIL UNION, on behalf of signatory International and Local Unions, whose names are subscribed hereto and who have, through its duly authorized officers, executed this Agreement, hereinafter called "UNION".

ARTICLE 2 - PURPOSE

WHEREAS, the operation and service of the Company's Walt Disney World Resort requires a large number of employees, and the orderly and uninterrupted operation of Walt Disney World Resort is of significant interest to the economy of the State of Florida and of the mutual interest of the parties hereto, and it is the purpose of this Agreement that all work shall proceed efficiently, without interruption, and with due consideration for the protection of labor standards, wages and working conditions; and

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

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

ARTICLE 3 - RECOGNITION

The Company recognizes the Service Trades Council Union as the sole and exclusive collective bargaining representative of all of the Company's Regular Full Time employees who are in the classification of work listed in Addendum A at Walt Disney World Resort in Bay Lake, Florida, but excluded are all other employees, Security and Supervisors as defined in the Labor Management Relations Act of 1947, as amended.

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.

Those employees of the Company in the classifications set forth in Addendum A come within the Scope of this Agreement, excluding the following:

1. World Fellowship Program
2. Specialty students/employees in such disciplines as agriculture and oceanography
3. Concessionaires as defined in Article 6, Section 4, who operate with their own employees, including concessionaires who terminate any existing or future staffing agreement with the Company in order to operate with their own employees
4. WALT DISNEY WORLD College Program students
5. Project Future and Challenge Program High School students

SECTION 2. AREAS EXCLUDED IN AGREEMENT

This Agreement does not apply to or in any way affect Reedy Creek Improvement District, Concessionaires (as defined in Section 4 of Article 6) who engage their own employees; Buena Vista Construction Company; Buena Vista Distribution Co. Inc., or any other present or future division or subsidiary of The Walt Disney Company except as specifically set forth in Section 1 of this Article.

The Service Trades Council Union and its individual international and local Unions disclaim any interest now, or in the future, in seeking to represent any employees including the Animal Keeper classifications of the Company other than those in the classifications set forth in Addendum A, except as to the classification described in Case No. 12 RC 4531, affirmed 215 NLRB No. 89.

ARTICLE 5 - MANAGEMENT RIGHTS

SECTION 1. MANAGEMENT RIGHTS

Except as expressly and clearly limited by the terms of this Agreement, the Company reserves and retains exclusively all of its normal and inherent rights with respect to the Management of the business, including but not limited to, its right to hire, determine qualifications, select, direct, supervise, and control the manner, means and details by which employees perform their work duties as well as the ends to be accomplished; to determine the size of the workforce, including the number of employees assigned to any particular classification of work; the ability to create, add, amend, and/or rescind any or all employee discounts, complimentary admission, Main Entrance Passes, recognition awards, celebrations and similar type privileges and perks as long as uniformly applied on the same basis to all Walt Disney World employees of the Company, including non-bargaining unit and salaried employees; to operate the business including both establishing and making changes to the direction, promotion, transferring of employees, and hours of operations; to subcontract work, to establish and change work schedules and assignments; to lay off, terminate or otherwise release employees from duty for lack of work or other just cause; to make and enforce rules for personal grooming, and the maintenance of discipline; determine the location and relocation of any Employer facilities and to alter, suspend and/or discontinue conduct of its business or operations in whole or part, to institute technological changes; including but not limited to, work automation processes; to determine the appropriate equipment, supplies, methods and otherwise to take such measures as Management may determine to be necessary to the orderly, efficient and economical operation of the business. Any dispute arising out of an interpretation of this Article will be subject to the provisions of Article 19.

SECTION 2. BUSINESS SEGMENT DISCONTINUATION/SALE OR LEASE OF ASSETS

(a) The Company may discontinue business segments or sell/lease physical assets which include the operations without notification to or bargaining with the Union regarding the decision to discontinue, sell or lease. The parties agree and understand that the sale or lease of a physical asset may result in the continuance of operations by the third party at the Walt Disney World Resort and that

such continuance of operations associated with the asset does not constitute subcontracting as defined in Article 29.

Should such discontinuation/sale/lease affect any positions covered by this Agreement, the Company will provide the Union with at least a sixty (60) day notice prior to the completion of the transaction and, upon request, meet and negotiate in good faith with the Unions to the full extent required by law with regard to the effect of the transaction on employees covered by this Agreement, including, but not limited to, severance conditions, transfer within the unit, and/or the potential for continued employment with the purchaser. It is understood, however, that agreement between the parties as a result of such negotiations is not a prerequisite to the completion of the transaction at any time after the sixty (60) days have elapsed.

(b) Should the Company subsequently re-acquire and begin to operate a business segment previously discontinued, sold, or leased pursuant to 2(a) above, such business segment shall automatically be included within the Scope of the Agreement defined in Article 4, Section 1.

ARTICLE 6 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKE - NO LOCKOUT

During the existence of this Agreement, there shall be no strikes, picketing, work stoppages or disruptive activity by the Union or by an employee, and there shall be no lockout by the Company.

SECTION 2. FAILURE TO CROSS PICKET LINE - VIOLATION OF AGREEMENT

Failure of any employee covered by this Agreement to cross any picket line established at the Walt Disney World Resort is a violation of this Agreement. In applying the provisions of this section, however, it is not the intention of the Company to require employees to cross a picket line if, after a reasonable effort to gain entry has been made, it is apparent that such entry will result in physical violence or injury to the employees.

SECTION 3. UNION'S RESPONSIBILITY TO PREVENT WORK STOPPAGE, STRIKE OR DISRUPTIVE ACTIVITY

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

SECTION 4. DISPUTES WITH CONCESSIONAIRES

Disputes between the Union parties hereto and any concessionaire operating in Walt Disney World Resort shall be so handled as not to interfere with the Company's business or the business of any concessionaire not a party to such disputes. No picketing or concerted action against any one or more of the concessionaires will be conducted at Walt Disney World Resort. "Concessionaire" as used herein, includes a concessionaire and also a licensee, exhibitor, participant, sponsor, contractor, subcontractor or lessee. In the event any other organization pickets at or near Walt Disney World Resort, the Unions signatory hereto agree that such picket line so far as they and the employees they represent are concerned shall not affect the operation of the Company or concessionaires who are not involved in the dispute.

SECTION 5. EXPEDITED ARBITRATION FOR ARTICLE 6

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

(a) The party invoking this procedure shall notify the permanent Arbitrator. In the event the permanent Arbitrator is unavailable, **they** shall appoint **their** alternate. Notice to the Arbitrator shall be by the most expeditious means available, with a notice by facsimile and/or e-mail to the Business Manager of the Union alleged to be in violation of the Agreement, and a copy of the facsimile and/or e-mail to the Union Co Chairman of the Management Union Committee.

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

(c) The Arbitrator shall notify the parties by facsimile and/or e-mail of the place and time **they were** chosen for this hearing. Said hearing shall be completed in one session with appropriate recesses at the Arbitrator's discretion. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

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

(e) Such Award may be enforced by any court of competent jurisdiction upon filing of this Agreement and all other relevant documents referred to herein above, in the following manner:

Notice of the filing of such enforcement proceedings shall be given to the other party by facsimile and/or e-mail.

In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5(d) of this Article, all parties waive the right to a hearing and agree that such proceeding may be ex parte. Such Agreement does not waive any party's rights to participate in a hearing for a final Order of Enforcement. The Court's Order or Orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

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

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

ARTICLE 7 - NEW EMPLOYEE SELECTION

SECTION 1. NOTIFICATION

The Company agrees to notify the appropriate affiliate Union of all WALT DISNEY WORLD Service Trades unit needs for employees and will provide the Union with equal opportunity to provide applicants for such jobs. When applicable, the Company will request referrals by specifying the type of qualifications and skills required.

SECTION 2. UNION REFERRALS

The Union will refer employees on a non-discriminatory basis.

SECTION 3. COMPANY RESPONSE TO REFERRALS

The Company will respond to all Union referrals, as to hires or rejections, by completing and returning referral cards.

ARTICLE 8 – NON-DISCRIMINATION

SECTION 1. UNION ACTIVITIES

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

SECTION 2. NON-DISCRIMINATION 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 identify, 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, 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 reviewing and updating these policies as appropriate and will provide the Union with a copy of such updates.

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.**

ARTICLE 9 - UNION ACTIVITY AND CHECK OFF

SECTION 1. UNION SOLICITATION

Solicitation for Union purposes by the Union shall not take place on working time, in working areas, in public areas, nor in the tunnel complex (except in break areas contained there), but may be conducted in non-working areas and on non-working time in parking areas, break areas, and lunch rooms.

SECTION 2. ACCESS OF UNION REPRESENTATIVES TO PREMISES

Representatives of the signatory Unions, designated in writing to the Company by the Union, shall be permitted to enter the non-public areas of the Walt Disney World Resort for the purpose of determining that this Agreement is being complied with by the Company and for the presentation and handling of grievances. Such representatives, who shall not be at any one time more than a total of one hundred (100) in number for all Agreements between the Company and the Union, unless mutually agreed otherwise, shall comply with the current access regulation and security regulation of the Company, as furnished to each Union Representative by the Company, and shall not interrupt the performance of employee work assignments.

SECTION 3. UNION ACCESS PROCEDURES

(a) Union Orientation. The Company agrees that it will allow a Union Representative access to new Regular Full Time bargaining unit employees at orientation for twenty (20) minutes to introduce their organization and distribute Union literature. The Company will provide the Union with a room of adequate size to accommodate the group, equipped with sufficient tables and chairs. The Company will reserve this room on a priority basis for the Union's use. Storage space will also be provided for the Union. Any change in the scheduling of Union Orientation will be discussed with the Union a minimum of sixty (60) days in advance.

(b) Conversion to Regular Full Time. The Union will be allowed access to those Regular Part Time employees who convert to Regular Full Time status. The names and work locations of individuals or small groups who convert to regular Full Time status will be made available to the Union on a monthly basis, upon conversion, to allow access through the "one-on-one" procedure. When large numbers of employees are converted to Regular Full Time status and operating efficiency permits, the Union may conduct a group orientation meeting in lieu of the "one-on-one" procedure. These meetings will be held in the respective operating areas.

(c) One-on-One Meetings. Authorized Business Agents will be granted access to non-members in their respective work locations. Such access/contacts will be subject to the following guidelines and restrictions:

- (1) The Union may mail, distribute or request supervision to distribute a solicitation letter to non-members within a work department/location, provided a distribution list is furnished to the Company, or in the alternative, provide the Company with the distribution list and letters for distribution. If the Union notifies the Company the mail option is elected, the Company will furnish the addresses of non-members. Supervision will neither encourage nor discourage employees from electing to meet with the Union.
- (2) The letter will not be disparaging to the Company and will clearly indicate that the employee has the option to meet or not meet with the Union.
- (3) The Company will schedule one-on-ones for employees who return a signed letter to the Union indicating the desire to meet with the Union.
- (4) Meetings will be conducted on Company time on a mutually convenient schedule. The location of the meeting site will vary from area to area. Contact should be out of the guest area, but reasonably accessible to the work location. Supervision and other employees should remain away from the meeting area to afford as much privacy as possible.
- (5) Meetings should be kept to a reasonable limit (5-10 minutes), and Supervision shall be responsible for monitoring this time.
- (6) Contacts under this Section will be limited to one meeting per employee.

SECTION 4. SHOP STEWARD OR ALTERNATE

(a) The Union shall have the right to designate Shop Stewards in an amount mutually agreed upon by the parties. The number of Shop Stewards may be changed by mutual agreement of the parties. The local Union shall, in writing, notify the Labor Relations office of the Company as to the identity of the designated Shop Steward. The Shop Steward shall have the right to receive, but not to promote, complaints or differences and to discuss and assist in the adjustment of the same with the appropriate Supervisor on Company property without loss of pay during **their** regular working hours. The Company will not discriminate against the Shop Steward in the proper performance of **their** Union duties provided that such duties do not unreasonably interfere with **their** regular work or with the work of other employees and **they** shall not leave **their** work station without first notifying **their** appropriate Supervisor as to **their** intent, the reason therefore, where **they** can be reached and the estimated time **they** will be gone.

(b) Where the complaint or difference involves more than one (1) employee, it must be presented to Management by the Shop Steward and one (1) employee for the employees involved unless presented outside of regular working hours, or unless the Division Head involved gives permission for other additional employees to attend such presentation.

(c) The Company agrees to notify the affiliated Union in the event a Shop Steward is placed on investigatory suspension or transferred to a different work area/location. Shop Stewards shall have super seniority for the purpose of layoff, recall, and furlough only. In the event of the layoff or discharge of a Shop Steward, the Company will notify the Affiliate Union Designee in advance of the lay-off or discharge. Failure of the Union to provide the Company with an up to- -date listing of Stewards will relieve the Company's obligation of notification.

(d) A Shop Steward or Alternate will accompany representatives of Management whenever locker or non-routine inspections are made.

(e) The Steward shall promote harmonious relations between the Company and employees. All new employee trainer checklists will include a notation regarding the introduction/identification of the Shop Steward for the new employee by the Trainer.

SECTION 5. CHECK OFF

The Company agrees to withhold from the wages on each payroll week uniform weekly membership dues, initiation fees and/or service charges for each employee who signs and submits an authorization card. The Company shall forward such dues to the certified financial secretary or other properly designated official of the Union on or before the third week following the last week in the month in which the dues are deducted. The Company shall also forward an electronic check-off report which lists employee name, Social Security number, statused origin/department/location, and the amount of the deduction. The Union will give the Company a written statement no later than January 31st each year, identifying the amount of dues and/or initiation fees to be withheld. Additionally, the Union will provide written notice of changes to these dues and/or fees. The Company will implement such changes within ninety (90) days of receipt of written notice.

The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employees' pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified financial secretary or other properly designated official of the Union.

So that all parties to this agreement may benefit from a more efficient and less costly dues billing and remittance policy, the following shall apply:

The Company agrees to meet with those Unions capable of electronic dues processing in an attempt to reach agreement over a mutually agreed format for the processing of dues billing and remittance and the electronic transfer of funds.

In the event the term of this Agreement expires, the Company's obligation to provide the dues/fees collection and remission services (hereinafter referred to as the "Services") set out in Article 9, Section 5 will terminate if the Union does not accept the Company's offer of an extension which includes the following:

- (a) Retroactive payment to Regular Full Time employees of any subsequently negotiated increases to base hourly wage rates during the term of the extension;
- (b) Subsequently negotiated increases to base hourly wage rates shall be effective the day following the original date of expiration of the Agreement through the term of the extension;
- (c) Payment of retroactive base hourly wage increases shall be based on each Regular Full Time employee's hours paid between the original date of expiration of the Agreement and through the term of the extension (precise method of calculation subject to negotiation);

In the event a successor Agreement is ratified, the Company is under no obligation to collect and/or remit retroactive dues/fees for the period of time that the Services were terminated.

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.

(b) The Company agrees to provide each affiliate with a monthly seniority list for their portion of the bargaining unit. The list shall include each employee's full name, Social Security number and date of hire. The information will be provided electronically in order of seniority by origin, department and work location.

(c) The Company agrees to provide each affiliate with a monthly list of status changes, into and out of the bargaining unit. The list shall include employees who convert from any status to: Regular Part Time, Regular Full Time, Casual Temporary, Retirement, voluntary termination, or any other status change. The list shall also include any employees who transfer from one bargaining unit into another. 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.

SECTION 7. POLITICAL ACTION COMMITTEE (PAC) FUND

The Company agrees to deduct weekly voluntary contributions to the political action fund of each affiliate Union from the paycheck of all employees covered by the STCU Agreement. Those employees must notify the Company in writing of **their** desire to have such contributions deducted and the amounts designated from **their** paycheck. The Company shall transmit to each such affiliate's fund on a monthly basis, in one check, the total amount deducted along with an electronic report of the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The STCU and the affiliate Unions agree to indemnify and save the Company harmless against any and all claims, suit or other forms of liability arising out of the deduction of money for voluntary political deductions from employees' pay. Each affiliate Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the fund.

ARTICLE 10 - HOURS OF WORK

SECTION 1. PAYROLL WEEK

A payroll week is a period of seven (7) days starting at 3:30 a.m. on each Sunday and ending at 3:29 a.m. the following Sunday. The Payroll Week may be changed once during the term of the Agreement, by the Company giving two (2) weeks' notice to the Union, so long as it starts on a Sunday or Saturday with no more than an eight (8) hour change from midnight on Sunday.

SECTION 2. WORK WEEK

(a) The work week shall consist of twenty-five (25) to forty (40) hours in the seven (7) day period starting at 3:30 a.m. on each Sunday and ending at 3:29 a.m. on the following Sunday. This shall constitute the regularly scheduled work week but is not a guaranteed work week.

- (1) Five (5) Day Work Week. Employees scheduled on a five (5) day work week will not be involuntarily scheduled less than thirty-two (32) hours per week during their five (5) regularly scheduled work days.
- (2) Four (4) Day Work Week. Employees scheduled on a four (4) day work week will not be involuntarily scheduled less than eight (8) hours per day during their four (4) regularly scheduled work days. Employees who regularly work a four (4) day work week, will not be intermittently assigned to a five (5) day work week.

(b) The Company commits to maximize the straight-time hours worked by Regular Full Time employees by providing as many thirty-five (35) to forty (40) hour schedules as possible, consistent with efficient operations.

(c) On an annual basis, January 1 through December 31, seventy-five percent (75%) of all non-tipped Regular Full Time employees who are employed for this entire time period shall be guaranteed 1,800 paid hours. These hours shall include straight-time, overtime, and benefit hours. Employees who have taken leaves of absence or have been laid-off/furloughed shall be prorated for the 1,800 hour calculation.

SECTION 3. PAYROLL DAY

A payroll day is a period of twenty four (24) hours starting at 12:00 a.m. (midnight) and ending at 11:59 p.m. on the same day. The Payroll Day may be changed once during the term of the Agreement, by the Company giving two (2) weeks' notice to the Union, so long as there is no more than an eight (8) hour change from midnight.

SECTION 4. WORK DAY

A regularly scheduled work day shall consist of a minimum of four (4) hours. This shall also apply to mandatory meetings employees are required to attend.

SECTION 5. WORK SCHEDULE

The Company shall adhere to seniority in establishing work schedules in a department, location or scheduling pool unless required to deviate for reasons of dependability, skills, abilities, and experience of employees and/or for the orderly and uninterrupted operation of the Company. Any deviation from seniority in these areas will be discussed with the Union. The determination of an employee's qualifications as used herein shall be made by the Company. Any dispute arising under this Section shall be subject to the Grievance Procedure. Any employee will be assigned any combination of two (2) consecutive days off within a seven (7) day period. On a case-by-case basis, an employee's request for two (2) non-consecutive days off may be granted by the Company until the next schedule pick/bid, with the approval of the appropriate affiliate. An employee will be notified in writing at least five (5) days in advance of any change in such assignment, except in the case of an emergency or operational necessity. One example is shown below with the third day (Tuesday) and the fourth (Wednesday) as days off.

EXAMPLE:

Payroll Day	1	2	3	4	5	6	7
Work Day	S	M	T	W	Th	F	S
Assigned Days Off	W	W	OFF	OFF	W	W	W

(a) Schedule Bids - A minimum of two (2) schedule picks/bids per year will be conducted. A designated Shop Steward from the affected Affiliate will be present where in person bids are utilized during the schedule bid process. The schedule bid will be posted a minimum of seven (7) days prior to the bid selection. An employee shall have the right to bid while on an approved Leave of Absence if **they** submitted to the Company written notice with an exact date of return that is within thirty (30) calendar days of the effective date of the bid. Where in person bids are not utilized a designated Shop Steward from the affected Affiliate will have the opportunity to review results of each schedule bid prior to implementation.

SECTION 6. LUNCH PERIOD

A minimum time of one half (1/2) hour to a maximum of one (1) hour unpaid and uninterrupted lunch period as near as practicable to the mid point of the regularly scheduled shift will be assigned to each employee. An additional one half (1/2) hour unpaid and uninterrupted lunch period will be guaranteed to an employee who works at least six (6) consecutive hours beyond the end of **their** regularly scheduled shift.

SECTION 7. REST PERIOD

Each employee will be allowed an uninterrupted fifteen (15) minute rest period for each four (4) hours of work. Employees who work ten (10) or more hours will receive an additional uninterrupted fifteen (15) minute rest period. The Company may schedule the rest period in accordance with its needs. Rest periods will be provided as nearly as possible to the middle of each half of an eight (8) hour shift or near the middle of short four (4) or six (6) hour shifts unless otherwise agreed to by the parties. An additional uninterrupted fifteen (15) minute rest period will be guaranteed to an employee who works at least four (4) consecutive hours beyond the end of **their** regularly scheduled shifts. When the Company fails to provide a break(s), the employee will receive an additional uninterrupted fifteen (15) minutes pay at the appropriate rate for each missed break, or be released from shift fifteen (15) minutes early for each missed break.

SECTION 8. CLOCK IN/CLOCK OUT

Effective no earlier than 90 days after ratification of the Agreement, employees are not permitted to clock in greater than five (5) minutes prior to the start of their shift or greater than five (5) minutes after the end of their shift unless approved in advance by Management. Employees will be compensated for up to five (5) minutes of **their** recorded pre-shift time and/or up to five (5) minutes of **their** recorded post-shift time. Payment for this pre-shift and/or post-shift time shall be subject to the same terms and conditions applicable to work time under this Agreement, including but not limited to the rules governing overtime work and overtime compensation. Employees who clock in before the start of their shifts or who clock out after the end of their shifts are not permitted to perform job duties during that pre- shift and/or post-shift time.

SECTION 9. DRESS AND TRAVEL TIME

(a) Employees at Magic Kingdom (excluding employees assigned or stasured to Transportation and Ticket Center/Main Entrance areas), will receive ten (10) minutes per shift paid dress and travel/walk time. Employees will be released ten (10) minutes prior to the end of their shifts to compensate them for this dress and travel/walk time allowance.

(b) With the exception of the ten (10) minutes per shift paid dress and travel/walk time set forth above, it is the understanding of the parties that an employee will not receive dress and/or travel/walk time pay because the employee is not required to dress on property. Whenever operational necessity dictates that employees be required to park at distant locations other than their assigned parking areas, and are required to take Company provided transportation, the employees will be paid twenty (20) minutes per shift, or will be released from their shift twenty (20) minutes prior to the end of their shift.

SECTION 10. CAST DEPLOYMENT SYSTEM

Where the Cast Deployment System (CDS) is used, the Company will take appropriate steps to educate employees, Managers, and Union Shop Stewards on how to properly use CDS. Should the

Company decide to implement CDS in new locations, the Company will meet and discuss the implementation plan with the respective Union. The Company will work to resolve employees' issues regarding CDS in a timely manner and will have a contingency plan to provide timely rest periods, lunch periods, and rotational bumps, in the event of unforeseen circumstances.

ARTICLE 11 - OVERTIME

SECTION 1. MANAGEMENT RESPONSIBILITY

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

SECTION 2. DISTRIBUTION OF OVERTIME WORK

All overtime work, including special event overtime, shall normally be distributed to employees who work in the job classifications in the areas which normally engage in the work, under the following guidelines:

- (a) Distributed as equitably as reasonably practical;
- (b) Distributed first to qualified, available employees in the work area and then to qualified, available employees regularly assigned to the work area before distribution outside the work area.

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) minutes' notice that a shift is going to be extended, it shall notify employees required to remain beyond their scheduled shift at least **sixty (60)** minutes in the event of a required extension.

SECTION 4. TIME AND ONE-HALF

(a) Five (5) Day Work Week

- (1) Employees who work on either the first or second of their two (2) scheduled days off will be paid at the rate of time and one-half (1½) their regular straight-time rate, provided such employees have worked five (5) work days in the work week if work is available to them. For purposes of this provision, early releases (ER's), Jury Duty and Company initiated authorized days off (ADO's) shall constitute a day worked. Additionally, if an employee reports to work late for **their** scheduled shift, or has a release of shift (ROS), the portion of the scheduled hours not worked must be worked prior to the overtime rate commencing on either the first or second of their two (2) scheduled days off for purposes of this provision.
- (2) Employees Who Work Over Eight (8) Consecutive Hours. The Company shall pay time and one-half (1½) for all consecutive hours worked in excess of eight (8) hours.

(b) Four (4) Day Work Week

- (1) Employees who work on either the first, second, or third of their three (3) scheduled days off will be paid at the rate of time and one-half (1½) their regular straight-time rate, provided such employees have worked four (4) work days in the work week if work is available to them. For purposes of this provision, early

releases (ER's), Jury Duty and Company initiated and authorized days off (ADO's) shall constitute a day worked. Additionally, if an employee reports to work late for **their** scheduled shift, or has a release of shift (ROS), the portion of the scheduled hours not worked must be worked prior to the overtime rate commencing on either the first, second, or third of their three (3) scheduled days off for purposes of this provision.

- (2) Employees Who Work Over Ten (10) Consecutive Hours. The Company shall pay time and one-half (1½) their regular straight-time rate for all consecutive hours worked in excess of ten (10) hours.

(c) Over Forty (40) Hours in Payroll Week. Employees shall be paid one and one-half (1½) times their regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one payroll week.

SECTION 5. DOUBLE TIME

(a) The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative hour when an employee is scheduled or required to work more than fourteen (14) consecutive hours. When an employee voluntarily pursues a shift, which results in working more than fourteen (14) consecutive hours, this double time provision does not apply and the employee will be paid time and one-half.

(b) Consistent with the provisions of Section 4 (a) and (b) above, employees who are required to work seven (7) consecutive days in the work week, will be paid at the rate of double time their regular straight-time rate for the seventh (7th) day. When an employee voluntarily pursues an additional shift on a seventh (7th) consecutive day, this double time provision does not apply and the employee will be paid time and one-half.

SECTION 6. TURNABOUT PAY

(a) Employees returning from a straight time shift with less than eight (8) hours' time off from the end of the previous shift will be paid overtime commencing with the ninth (9th) cumulative hour.

(b) An employee will return at the applicable overtime rate when returning from an overtime shift with less than eight (8) hours' time off from the end of the previous shift.

(c) The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative hour when an employee has worked more than fourteen (14) consecutive hours. When an employee voluntarily pursues both the shift prior to and following the less than eight (8) hour turnabout period, this double time provision does not apply and the employee will be paid time and one-half.

(d) If an employee is released from work with less than eight (8) hours until the beginning of the next shift, but remains on call, a sleeping room will be provided and the non-work period will be paid at the applicable rate.

(e) When there are two (2) hours or less between two (2) shifts, the time between shifts will be treated as continuous time and will be paid at the applicable rate, except when an employee pursues an additional shift outside of **their** own department on **their** own volition. The aforementioned exception will not be applicable for special events and private parties.

(f) Hours worked during an employee's regularly scheduled shift, regardless of the rate of pay received, shall be used for the computation of overtime for hours worked in excess of forty (40) in a payroll week as provided in Article 11, Section 4 (c).

(g) If an employee is released from work with eight (8) or more hours until the beginning of the next shift, the provisions of this section will not apply.

ARTICLE 12 - JOB CLASSIFICATIONS AND WAGE RATES

SECTION 1. SCHEDULE OF WAGE RATES

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

SECTION 2. RATES FOR NEW JOBS

If the Company hereafter establishes any new or substantially changed job classifications or work operation, prior to the implementation of any new or substantially changed job classification or work operation, the Company will discuss such action with the Union. The new job classification and wage rate for such new job classification will be established by the Company. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the Step 2 of the Grievance Procedure within fourteen (14) calendar days after installation of the new rate. In the event any higher rate is agreed upon through the Grievance Procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed.

SECTION 3. NIGHT SHIFT DIFFERENTIAL

If an employee is scheduled to commence work at or after 10:00 p.m. and on or before 4:00 a.m., or more than fifty percent (50%) of **their** work shift is between midnight and 6:00 a.m., **they** will be paid a differential of sixty cents (\$.60) per hour in addition to **their** straight time rate for **their** scheduled work day. **Effective no later than ninety (90) days post ratification of the Agreement, if an employee is scheduled to commence work at or after 10:00 p.m. and on or before 4:00 a.m., or more than fifty percent (50%) of their work shift is between midnight and 6:00 a.m., they will be paid a differential of one dollar (\$1.00) per hour in addition to their straight time rate for their scheduled work day.**

SECTION 4. REPORT PAY

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

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

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

(d) The provisions of this Article apply to all scheduled shifts, including overtime.

SECTION 5. MAJOR BUSINESS DISRUPTION PAY

(a) Notwithstanding Section 4(c) above, if the Company must close all or major portions of its operations and there is no work available due to conditions beyond the control of the Company, such as natural disasters or other extreme circumstances, including but not limited to flood, hurricane, or other catastrophic events, the Company, at its sole discretion, may provide impacted employees with up to five (5) days of pay for scheduled shifts missed due to business closure.

(b) Selection and scheduling of ride out/Emergency crews is at the sole discretion of the Company. However, no employee will be forced to work ride out/Emergency crews.

SECTION 6. PAY FOR DAY WHEN INJURED

In the event an employee incurs an occupational illness or injury, and Health Services excuses the employee from further work on that day, **they** shall be paid the unworked balance of **their** scheduled straight-time or overtime shift. Pay for the unworked balance of **their** shift due to an occupational injury shall be considered as time worked for purposes of computing overtime.

SECTION 7. PAYDAY

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

In order to reduce the potential for payroll errors, the Union agrees to affirmatively encourage employees to properly use the time clock system. When a pay shortage occurs, the Company will, upon an employee's timely request, in accordance with the procedure adopted by the Company, issue a check for the pay which is due as quickly as possible, but no later than the next pay day following the request.

The Labor-Management Scheduling Meeting shall convene upon the request of the Union at a mutually agreed upon date and time.

SECTION 8. COORDINATORS

(a) Coordinators may be designated by the Company in any of the classifications set forth in Addendum A and will be paid a one dollar and fifty cents (\$1.50) per hour premium for all actual hours worked as a Coordinator. Coordinators statused by the Company in any of the classifications set forth in Addendum A will be paid a one dollar and fifty cents (\$1.50) per hour premium. Coordinators are responsible for providing leadership and direction to employees in the group, operation or function and may perform the same duties as other employees. Duties shall include, but are not limited to, promoting teamwork and assisting the location team in meeting quality and quantity standards. Coordinators have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action. **Effective no later than ninety (90) days post ratification of the Agreement, Coordinators will be paid a one dollar and seventy-five cents (\$1.75) per hour premium for all actual hours worked as a Coordinator.**

(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.

(c) Employees new to the Coordinator role will be placed on a one hundred eighty (180) day qualifying period. If the Company determines during the one hundred eighty (180) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred eighty (180) days, the Company will return the employee to **their** prior job classification and location and the employee shall be immediately eligible to transfer again.

(d) If a Regular Full Time employee is regularly assigned a work schedule that requires **them** to work for more than sixty percent (60%) of **their** time as a Coordinator for a period of more than one hundred eighty (180) consecutive days, the position will be posted and filled in accordance with Article 12, Section 8(b).

(e) Employees in the Coordinator role who, in a rolling twelve (12) month period, receive two (2) reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be returned to **their** prior job classification. If the employee's prior job classification was a Coordinator, **they** will be returned to the job classification held prior to the Coordinator role.

- (f) When selecting vacation, Coordinators will bid within the same pool as their scheduling pool.

SECTION 9. TRAINERS

Trainers may be designated by the Company in any of the classifications set forth in Addendum A. Trainers will be paid a one dollar (\$1.00) per hour premium for all actual training hours. **Effective no later than ninety (90) days post ratification of the Agreement, Trainers will be paid a one dollar and twenty-five cents (\$1.25) per hour premium for all actual training hours.**

SECTION 10. COORDINATORS OF TRAINING

(a) Coordinators of Training (CoT) will be statused to a new job classification as set forth in Addendum A. CoTs are responsible for providing training and direction to new or transferring employees in a single or multi-line of business group, operation or function and may perform the same duties as other employees. Duties shall include, but are not limited to: updating on-the-job (OJT) manuals/training materials, training, coordinating training across different job classifications, conducting property tours, assisting in assessment of training needs, training employees to serve as Trainers and conducting training follow ups. CoTs have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

(b) All Regular CoT openings shall be posted as needed. Only non-probationary regular employees shall be eligible for CoT positions. Employees are required to submit a résumé. 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.

(c) Employees new to the CoT role will be placed on a one hundred eighty (180) day qualifying period. If the Company determines during the one hundred eighty (180) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred eighty (180) days, the Company will return the employee to **their** prior job classification and location and the employee shall be immediately eligible to transfer again.

(d) Employees in the CoT role who, in a rolling twelve (12) month period, receive two (2) reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be returned to **their** prior job classification. If the employee's prior job classification was a CoT, **they** will be returned to the job classification held prior to the CoT role.

(e) When selecting vacation, Coordinators of Training will bid in the same pool as their scheduling pool.

SECTION 11. CONVERSION TO REGULAR PART TIME

Employees who convert from Regular Full Time to Regular Part Time will continue to receive the Regular Full Time pay rate.

ARTICLE 13 - SENIORITY AND WORK STATUS

SECTION 1. DEFINITION OF SENIORITY

Seniority is defined as the period of continuous service as a Regular Full Time employee working in a job classification covered in Addendum A of this Agreement.

SECTION 2. PRINCIPLES OF SENIORITY

(a) The principles of seniority shall be observed on layoffs, recalls, days off, establishing work schedules by department, location or scheduling pool, vacation selection, promotion and transfers as defined in specific Articles of the Agreement.

(b) The principles of seniority shall be observed in establishing days off and work schedules by department, location or scheduling pool regardless of scheduling methodology, where consistent with operating needs as set forth in Article 10, Section 5.

(c) The parties recognize the importance of optimum scheduling of employees in a fashion that honors the principles of seniority, considers the needs of employees, and meets the business needs of the Company. The parties also recognize that stability in scheduling methods is important to the employees. The following existing scheduling methodologies, or any combination thereof, may be utilized by the Company at any location or line of business:

- Hard Lines
- Preference
- Cherry Pick
- Pool Lines
- Global Bids

Should the Company decide to implement a new scheduling method other than those listed, the Company will meet, discuss, and agree on the new scheduling method with the respective Union. The Company will take appropriate steps to educate employees, Managers, and Union Shop Stewards regarding any new scheduling methodology.

SECTION 3. DISPUTE ON SENIORITY SUBJECT TO GRIEVANCE PROCEDURE

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

SECTION 4. TERMINATION OF SENIORITY

Seniority and/or the employment relationship shall terminate when an employee:

- (a) Resigns from a Regular Full Time position or converts to Regular Part Time status.
- (b) Is discharged for just cause.
- (c) Is absent for three (3) consecutive unexcused work days.
- (d) Is laid off for a continuous period of twelve (12) months or more.
- (e) Fails to report at the end of a leave of absence.

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

(a) Regular Full Time Employees Regular Full Time tipped and non-tipped employees assigned to an established job on a Regular Full Time basis work thirty (30) hours per week or more.

- (1) The following will be the administrative process for monitoring continued eligibility of Regular Full Time employees for Disney Full Time benefits.

- a. Regular Full Time employees must work the appropriate number of hours to average at least thirty (30) hours per week during the monitoring period. The monitoring period shall be a full twelve (12) month period as designated by the Company and the appropriate number of hours to be worked is 1560 hours. During the life of the Agreement, the Company will meet with the Union to discuss any changes in the established twelve (12) month monitoring period at least sixty (60) days in advance of such changes going into effect. Regular Full Time employees will be notified of the monitoring period in writing.
- b. For the purpose of calculation, hours worked shall include paid benefit time.

- c. Any unpaid authorized medical leaves, personal leaves, family medical leaves, disability leaves and workers' compensation leaves will not be counted against the thirty (30) hours per week calculation during the monitoring period.
- d. The Company agrees to notify employees who are trending below the minimum number of hours at the midway point and at least ninety (90) days prior to the end of the monitoring period. Additionally, the Company will provide employees access to electronically view total paid hours at any time.
- e. Regular Full Time employees who fail to meet the Full Time hours requirement during the monitoring period will be converted to a Regular Part Time status in the same classification and location and lose their Regular Full Time status and Regular Full Time benefits eligibility.
- f. Employees who are hired or converted from a Regular Part Time status to a Regular Full Time status during the monitoring period will be exempt and deferred to the next monitoring period.

(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.

(3) Any Regular Full Time or Regular Part Time employee who has completed the ninety (90) calendar day probationary period and subsequently converts status (Regular Full Time to Regular Part Time or Regular Part Time to Regular Full Time) will not have to complete another probationary period but will receive a new bargaining unit seniority date as of the date of the conversion. An employee's disciplinary record shall not be affected by the change in status.

(b) Casual Employees

- (1) Employees will be considered casual if they customarily work less than twenty-five (25) hours per week on an ongoing basis, or who customarily work twenty-five (25) hours per week or more but less than seven (7) months per year.
- (2) During the life of this Agreement, total casual employee utilization shall not exceed the percentage outlined below of the total hours paid by Full Time and Casual employees in all job classifications in any calendar year.

Calendar Year	Percentage
2019	35%
2020	36%
2021	37%
2022	38%

(c) The parties acknowledge that Section 5(b) is the sole restriction on the Company's ability to schedule and work casual employees.

- (d) Conversion from Casual to Full Time. The Company will give consideration to Union petitions for conversion from Casual to Full Time status.

SECTION 6. TRANSFER OUTSIDE OF BARGAINING UNIT

(a) Any employee promoted or transferred to any Regular Full Time position outside of the bargaining unit, but within the Walt Disney World Resort, shall retain and accumulate seniority for a period not to exceed twelve (12) months from the date of accepting such position.

(b) Any employee who transfers to a position or accompanies a spouse to Disneyland Paris, Tokyo Disneyland or Hong Kong Disneyland shall retain and accumulate seniority for a period not to exceed twenty-four (24) months.

SECTION 7. TRANSFER INTO TIPPED CLASSIFICATION

An employee transferring into a tipped classification from a non-tipped classification will not be allowed to exercise **their** seniority as it relates to the selection of work schedules until the major schedule change following one (1) year of service in the tipped classification.

SECTION 8. IMMIGRATION

(a) No employee employed continuously since November 6, 1986 or before shall be required to document immigration status.

(b) No employee covered by this Agreement shall suffer any loss of seniority, compensation or benefits due to any changes in the employee's name or Social Security number, provided that the new Social Security number is valid and the employee is authorized to work in the United States and **they have** not previously falsified **their employment** application or I-9 documentation.

(c) In the event that an employee is not authorized to work in the United States following the probationary period, and **their** employment is terminated for this reason, the Company agrees to immediately reinstate the employee to **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 **twelve (12) months** from date of termination.

(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.

SECTION 9. VISA STATUS CULTURAL REPS

Those employees of the Company in classifications set forth in Addendum A who are authorized to work in the United States as a result of an appropriate visa or other limited work authorization shall be generally covered under the terms of this Agreement, although the parties agree that the Company shall not be required by any provision of this Agreement to permit any such employee to engage in duties inconsistent with visa or international work restrictions. The parties further agree that in order to preserve the culturally authentic theming at various properties, the Company shall not be required to make available for general transfer the culturally authentic jobs performed by such international employees. Separation of employment of employees with international status, based on the loss or expiration of the appropriate and required work authorizations, shall not be subject to the Grievance Procedure. However, disciplinary action (including discharge) which is not subject to the Grievance Procedure shall not set a precedent for discipline of non-international employees. An investigatory suspension (Article 18, Section 5) shall precede any contemplated discharge for just cause for such employee, and the affiliate with jurisdiction shall be immediately notified of any such suspension.

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.**

(b) In filling Regular Full Time vacancies, the Company shall identify and transfer the employee who has completed the appropriate submittal, met the criteria outlined in either Section 1a, 2 or Section 3 below, and has identified the area of the vacancy as one of their preferences. Eligible applicants will be considered in the following order by seniority:

1. All Regular Full Time employees from the same classification
2. All Regular Part Time employees from the same classification and location for which the vacancy exists
3. All Regular Part Time employees from the same classification
4. All other Regular Full Time STCU employees
5. All other Regular Part Time STCU employees

Eligible applicants will be considered in the following order, by seniority, 365 days after the ratification of this Agreement:

1. All Regular Part Time employees from the same classification and location for which the vacancy exists
2. All Regular Full Time employees from the same classification
3. All Regular Part Time employees from the same classification
4. All other Regular Full Time STCU employees
5. All other Regular Part Time STCU employees

(c) Employees who have not updated their phone number with the Company's system of record will be bypassed after attempting to contact them.

(d) Employees shall not be eligible for voluntary transfer until after twelve (12) months of Regular Full Time employment with the Company within the bargaining unit, excluding any probationary period recasting. Thereafter, employees shall be eligible for transfer based on the criteria listed below.

(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**

- (2) Dependability:
 - a) Employee's Record Card may have no more than four (4) attendance points within the last six (6) months (not including early shift releases or authorized days off)
 - b) No more than one (1) reprimand in last six (6) months
- (3) Skills and Ability:
 - a) Demonstrated skill and ability necessary to perform the specific job

(b) Employees transferring to the same or a different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the forty-five (45) days, the Company will return the employee to **their** prior job classification and location. If the Company initiates the return under this Section, the employee shall be immediately eligible to transfer again.

SECTION 3. TRANSFERS TO NEW PROPERTY/ATTRACTION OPENINGS

(a) The parties agree that in granting transfers to different locations and/or different job classifications in the opening of a new resort property or attraction, the following guidelines shall apply:

- (1) Minimum of six (6) months employment;
- (2) Employee's Record Card may have no more than two (2) attendance points within the last six (6) months (not including early shift releases or authorized days off); no more than one (1) reprimand within the last six (6)-months;
- (3) Essential qualifications and skills as determined through record card notations and a personal interview;
- (4) All of the above being equal, seniority shall prevail.

(b) Employees transferring to the same or a different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory, the Company will return the employee to **their** prior job classification and location and the employee shall be immediately eligible to transfer again. For new property openings, the forty-five (45) day qualifying period will begin on the day the new property/attraction opens to Guests.

SECTION 4. GRIEVANCE PROCEDURE

Any dispute regarding the administration of these provisions shall be subject to the Grievance Procedure.

SECTION 5. TRANSFER TO REGULAR PART TIME STCU

Employees transferring to a Part Time STCU status in a different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within forty-five (45) days, the Company will return the employee to **their** prior job classification, Regular Full Time status, and seniority.

TRANSFER FROM REGULAR PART TIME TO REGULAR FULL TIME STCU *(incorporated by reference from the Part Time Service Trades Council Union Agreement)*

- (a) Employees transferring to a Regular Full Time STCU status in a **same or** different job classification shall be placed upon a forty-five (45) day qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the forty-five (45) days, the

Company will return the employee to **their** prior job classification (**if different**), PT status, and location.

- (b) Employees who are involuntarily returned to a PT status within the forty-five (45) day qualifying period shall retain their previous PT seniority date. Employees who voluntarily return to a PT status within the forty-five (45) day qualifying period, shall return with a new seniority date effective the date of their return to a PT position.

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 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.**

SECTION 6. CURRENT CONTACT INFORMATION

Failure of an employee to have a current **email** address and telephone number **in the system of** record 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 **their** employment unless such employee has notified the Company of personal illness or a death in the immediate family, prior to the date **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.

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

- (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 statused in the affected locations.
- (4) Any scheduled overtime in the affected locations shall be offered first to employees statused 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 **their** 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 **their** permanent rate or the rate for the job to which **they were** 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, **they** will be paid the appropriate tipped rate for all hours worked in that classification.

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 STARCROISER 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.

2. Nothing in Section 6. limits the Company's rights established in Article 16, Sections 1 and 2.

ARTICLE 17 - LEAVES OF ABSENCE

SECTION 1. TEMPORARY LEAVE OF ABSENCE

An employee's request for a leave of absence not to exceed thirty (30) days will be granted for good cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days except for compelling reasons. In the event that a non-medical leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA.

SECTION 2. LEAVE FOR UNION BUSINESS

A Union affiliate's request for a Union leave of absence for up to twelve (12) consecutive months without pay for an employee represented by that affiliate will be granted. An employee who is granted Union leave shall retain and accumulate bargaining unit seniority. Unions requesting leave for Union business must send the request, in writing, to the Labor Relations Executive or their designee and must give a minimum of two (2) weeks' notice prior to the beginning of such leave. An employee on Union leave who subsequently returns to work for the Company will be reinstated with accumulated bargaining unit seniority. An employee on leave for Union business will be eligible for continuation of health care coverage subject to COBRA and will retain **their** ID card and Maingate or Silver Pass. Such employee will not receive any discretionary privileges (i.e., complimentary admission tickets, service awards, etc.) while on leave. The Company reserves the right to decline a request for Union leaves of more than two (2) employees from any location, taking into consideration the size of the affected location. No more than a total of one hundred (100) employees shall be granted Union leave at any point. Further, the Company will consider requests for a greater number of leaves due to STCU negotiations for a time period beginning no more than three (3) months prior to the expiration of this Agreement and no later than two (2) months after ratification of a successor Agreement.

This provision shall apply equally to employees who accept either temporary or permanent employment with a Union affiliate. An employee on Union leave for twelve (12) consecutive months must return to work or resign.

Upon termination of the individual's employment with an affiliated Union, the Company must be notified within seven (7) days in writing if re-employment with the Company is requested. The individual shall be eligible for re-employment with the Company to a vacant Union position in the same status with accumulated bargaining unit seniority. The individual shall retain but not accumulate Company years of service during **their** period of employment with the Union. Re-employment must be accepted and the individual must begin work within thirty (30) days of the individual's termination from the Union. The employee will not be eligible for Union leave for a period of six (6) months from **their** date of re-employment.

SECTION 3. NON-OCCUPATIONAL MEDICAL LEAVE

(a) An employee requesting a non-occupational medical leave of absence must provide a written statement from **their** personal physician documenting the reason for the leave and the beginning date and estimated duration of the medical leave. Failure to comply with this provision may jeopardize the employee's eligibility for a medical leave of absence.

(b) An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits, or be required to accept such benefits in the case of Family and Medical Leave Act of 1993 (FMLA) leave as defined below:

- (1) An employee taking Family and Medical Leave (FML) will have any earned sick leave available automatically applied.

- (2) An employee taking FML for the care of other must apply any unused personal holidays or accrued unused vacation in excess of eighty (80) hours to FML leave. An employee taking FML for care of other with eighty (80) hours or less of earned unused vacation will automatically be paid available vacation pay unless the employee requests non-payment.
- (3) Employees who are on a non-occupational medical leave of absence will receive credit toward scheduled increases.

(c) An employee who returns from a medical leave of absence within sixty (60) days or less or returns from a FMLA qualifying leave, or other such period as required by that law, will be placed in **their** prior job, location, and schedule. If the employee has been on leave for more than sixty (60) days, the Company will make every reasonable effort to place said employee in the employee's prior job and location except as otherwise required by the FMLA.

(d) In the event that an employee is required, by the Company, to visit Health Services upon returning to work from a medical leave, **they** will be compensated for the time.

(e) An employee who fails to return from a medical leave of absence, or who fails to seek a release to return to work from a medical leave of absence will be considered to have voluntarily terminated.

SECTION 4. LEAVE FOR COMPENSABLE INJURY

Any employee on medical leave as a result of an on the job compensable injury shall retain and accumulate seniority during such leave. Upon being released for return to work, if the employee has been off sixty (60) days or less or for FMLA qualifying leave, such other period as required by that law, **they** will be placed in **their** prior job, location and schedule. If the employee has been off for more than sixty (60) days, the Company will make every effort to place said employee in the employee's prior job and location except as otherwise required by the FMLA. Employees who are on an occupational leave of absence will receive credit toward scheduled increases.

SECTION 5. MEDICAL LEAVES EXCEEDING ONE YEAR

Those employees whose time on an occupational or non-occupational medical leave of absence that exceeds twelve (12) consecutive months will have their employment with the Company terminated. An employee who is terminated for remaining on an authorized medical leave of absence in excess of the time permitted, and notifies the Company of **their** availability for re-employment within twelve (12) months of the date of termination will be re-employed without loss of seniority or loss of the last previous employment status, provided there is an available vacant position for which the employee is qualified.

SECTION 6. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

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

SECTION 7. ADMINISTRATIVE LEAVE

The Company agrees to consider, on a case by case basis and in its sole discretion, allowing employees to continue working or placing employees on unpaid administrative leave for up to one (1) year pending the outcome of civil or criminal charges. However, the Company reserves the right to take disciplinary action, up to and including termination, based on the nature of the allegations and/or information available to the Company regarding the circumstances. Disciplinary action taken by the Company shall be subject to the Grievance Procedure with the exception of probationary period terminations. An employee on administrative leave will continue to accrue seniority.

SECTION 8. Notwithstanding anything else contained in Article 17, no Regular Full Time employee shall be granted medical leaves of absence that total more than fifteen (15) months in any twenty-four (24) month period.

SECTION 9. CHILD BONDING LEAVE

Regular Full Time employees who have been continuously employed for twelve (12) months or longer at the time of the birth of their child, or the temporary custody, adoption/surrogacy or foster care placement of a child under the age of eighteen (18) with them are eligible to receive up to eight (8) weeks of paid time off from work during the first twelve (12) months from such birth or placement. Eligible employees may take this leave all at once or intermittently in increments of one week and must request child bonding leave at least thirty (30) days before the start of their leave, or as soon as practicable. This child bonding leave will run concurrently with the time available under any applicable federal, state or local leave programs. Child bonding leave will be paid at the same rate as for vacations pursuant to Article 21 – Vacation, Section 8. Employees are eligible to receive separate child bonding for each child added to their family with a maximum benefit of sixteen (16) weeks paid time in a rolling twelve (12) month period.

ARTICLE 18 - DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE

SECTION 1. STANDARD OF CONDUCT

High standards of conduct are necessary to preserve the Company's public image and to ensure a safe, harmonious, and productive working atmosphere. The Company shall administer the sections of this Article with due consideration for the employee. Such consideration shall include length of service, work record, and seriousness of violation. The Company will make every effort to ensure the consistent and timely application of the disciplinary section of this Agreement. Upon request of the employee, Management will provide a copy of the employee's record card within a reasonable amount of time. At the time that it is printed, the record card may not contain all recent entries. Any questions concerning the record card should be addressed to the employee's immediate Manager.

SECTION 2. UNION REPRESENTATION

The employee has the right to the presence and advice of their Shop Steward at the time of disciplinary action. In any formal questioning by the Company that could lead to disciplinary action, the employee will be informed of the purpose of the questioning and that **they have** a right to a Shop Steward's presence.

SECTION 3. NOTICE OF INVESTIGATION

In those circumstances where the Company determines that an investigation will be conducted regarding an employee's actions and where such investigation may lead to disciplinary action but does not require that the employee be suspended from work, the Union agrees that the decision not to suspend the employee during the investigation shall not be utilized in any manner, in any subsequent proceeding as evidence contesting the disciplinary action.

SECTION 4. LANGUAGE ASSISTANCE

In any formal questioning by the Company that could lead to disciplinary action, at the request of the employee, language assistance shall be provided by a bargaining unit employee (who may or may not be a Shop Steward), another non-supervisory employee, or a third party provider. Any delay in interviewing or effectuating discipline as a result of the need for such language assistance shall not affect the timeliness of any grievance or discipline.

SECTION 5. INVESTIGATORY SUSPENSIONS

(a) An employee may be suspended from work so that the Company may complete a thorough investigation and review of an alleged incident/offense. At the conclusion of the investigation, the employee will receive one of the following:

- (1) No discipline and a return to work with full back-pay;
- (2) A reprimand in accordance with Section 5(a) below and a return to work with full back-pay;
- (3) Disciplinary suspension in accordance with Section 5(c) below; or
- (4) Termination in accordance with Section 7 below.

(b) In circumstances where an investigatory suspension extends beyond two (2) weeks, an employee shall be paid on a weekly basis until such time that the suspension is concluded and an employment decision is administered by the Company.

(c) Those employees in tipped classifications, excluding Banquets and Dinner Shows, shall be paid at the appropriate non-tipped rate of pay as referenced in Addendum A for all lost time due to an investigatory suspension.

SECTION 6. DISCIPLINE

Discipline must be for just cause. In administering discipline, the Company will make its determination based on the factors in Section 1.

(a) Reprimands

Reprimands will be issued in writing on a specific subject or subjects and will be signed by the Supervisor who will present it and discuss it with the employee. Reprimands will be presented and discussed within fifteen (15) calendar days after the occurrence, or within fifteen (15) days after the immediate Supervisor has had a reasonable opportunity to become aware of and complete an investigation of the occurrence, whichever is later, unless prevented by the absence of the employee or extenuating circumstances beyond the control of the Company. These time limits shall not apply to discipline based on attendance, clocking or discipline as a result of a Company Equal Employment Opportunity and Harassment Policy investigation. An employee will sign the reprimand, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been received by the employee. The Company shall make copies of written reprimands available to the Union. Reprimands, other than Absenteeism/Tardiness and Clock In/Out, shall be recorded and effective on the date the incident occurred.

(b) Disciplinary Point System

- (1) Reprimands may count as one (1) or two (2) disciplinary points, such determination shall be based upon a fact-specific evaluation of the disciplinary incident.
- (2) Any combination of five (5) disciplinary points within the preceding twelve (12) months shall result in the employee's termination.
- (3) The twelve (12) month period referenced in (b) (2) is defined as a continuous work period specifically excluding any leaves of absence.
- (4) It is specifically understood by the parties that the disciplinary point system is not restricted to same or similar offenses but may include different offenses on a cumulative basis.
- (5) Absenteeism/Tardiness discipline and Clock In/Out discipline are specifically excluded from the disciplinary point system defined in this Section. Refer to Sections 8 and 9.

(c) An employee may be suspended without pay for a period of up to two (2) weeks in lieu of termination. The parties recognize, however, that the use of a suspension is not a mandatory component of the disciplinary progression.

(d) The Company will electronically provide a list of all employees discharged and the reasons for such discharge to the appropriate affiliate Unions on a monthly basis.

SECTION 7. DISCHARGE

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

- (a) Insulting, arguing, being discourteous, or using profane language in the presence of a guest;
- (b) Fighting at the Walt Disney World Resort, regardless of who provokes it, may result in automatic termination for both parties involved;
- (c) Falsification of records, such as medical forms, time cards, or employment applications;
- (d) Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work under such conditions;
- (e) Conviction, plea of guilty, plea of no contest, or acceptance of pre-trial diversion, or other similar resolution to a felony or serious misdemeanor, such as but not limited to child abuse, lewd and lascivious behavior, or sale/distribution of controlled substances;
- (f) Violation of operating rules and procedures which may result in damage to Company property or in bodily injury to fellow employees or guests;
- (g) Gambling, sleeping while on duty, or willful insubordination;
- (h) Dishonesty or misconduct that is detrimental to the Company;¹
- (i) Continued violation of the Company appearance guidelines;
- (j) Failure to return from a leave or vacation;
- (k) Excessive tardiness or absenteeism;
- (l) Discrimination/harassment;
- (m) Possession of dangerous or unauthorized materials such as explosives, firearms, or other similar items on Company property.

An employee will be notified of the reason for the discharge.

SECTION 8. ABSENTEEISM AND TARDINESS STANDARD

Absences:

Beginning with	3 in any	30 days	=	reprimand
Beginning with	6 in any	90 days	=	reprimand
Beginning with	9 in any	180 days	=	reprimand
Beginning with	12 in any	365 days	=	reprimand

¹ While it has never been the position of the Company to legislate behavior during off-duty hours, the Company does reserve the right to administer appropriate disciplinary action when flagrant actions take place on Company property by employees outside their scheduled work hours. It is understood by both parties that in the event of extremely serious infractions of this nature requiring discharge, subsection(s) (f) and/or (h) of the above referenced Article will be cited.

Tardiness:

A tardiness of more than two (2) hours will count as one (1) absence. A tardiness of two (2) hours or less will count as one-half (1/2) an absence.

(a) Procedures:

- (1) The following items shall not be counted as absences:
 - a) Work incurred injuries and subsequent related absences. Employees must provide supporting medical authorization which satisfies the Company in this respect;
 - b) Medical leaves;
 - c) Release of shift for medical reasons;
 - d) Scheduled personal leaves where the Company agrees in advance to the leave;
 - e) Subsequent consecutive call-ins for the same illness or injury will not count as an additional occurrence;
 - f) Beginning March 1 of each year, the first six (6) call-in/call sick notations for employees who meet the following criteria:
 - (1) The employee has one (1) or more years of seniority;
 - (2) The employee must not have received attendance discipline in the prior twelve (12) months.
- (2) An employee's failure to notify the Company of **their** absence a minimum of thirty (30) minutes prior to the start of **their** shift shall be recorded as a No Call No Show.

(b) All call-sick and call-sick free day instances will be automatically paid if earned sick leave is available unless the employee requests non-payment when calling in sick.

(c) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-four (24) month period. Any twelve (12) month period free from discipline will result in beginning again at the first step of progressive discipline. The Company agrees to provide to employees information regarding the FMLA with any attendance reprimand issued.

(d) All references to time periods in this Article refer to continuous work periods specifically excluding any leaves of absence.

(e) 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.

SECTION 9. CLOCK IN/CLOCK OUT STANDARD

Failure to Either Clock in or Clock Out:

Beginning with 3 points in any 30 days = reprimand
Beginning with 6 points in any 90 days = reprimand
Beginning with 9 points in any 180 days = reprimand
Beginning with 12 points in any 365 days = reprimand

Tracking:

Failure to clock in for the start of shift = ½ point
Failure to clock out for the end of shift = ½ point
Clocking in more than 5 minutes before the start of the shift = ½ point
Clocking out more than 5 minutes after the end of the shift = ½ point

Procedures:

Employees must utilize the time recording clock to which they are assigned unless otherwise directed by Management.

It is the responsibility of the employee to inform Management of a lost or stolen Identification (ID) card before the end of **their** shift.

- (a) Failure to clock as a result of a lost, stolen, or damaged ID card is considered one (1) point. (During the time it takes the employee to replace a lost, stolen, or damaged ID card [maximum seven (7) days], the clock infractions will not be counted toward this point matrix system for disciplinary purposes.)
- (b) The disciplinary progression shall be three (3) reprimands prior to termination within a twenty-four (24) month period. Any twelve (12) month period free from discipline will result in beginning again at the first step of progressive discipline.
- (c) All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.
- (d) The Company reserves the right to discipline outside this matrix when an employee habitually loses possession of or damages **their** ID card.
- (e) Falsification of hours worked and/or the use of your ID card by anyone other than yourself may result in disciplinary action, not excluding termination.

SECTION 10. OPERATION OF COMPANY VEHICLES

- (a) The parties recognize the Company's obligation to provide a safe means of transportation to its guests and Cast Members.
- (b) For job classifications requiring a Commercial Driver's License (CDL) with Department of Transportation (DOT) responsibilities, it is the responsibility of each individual Cast Member to notify Management immediately and/or prior to the start of **their** next shift, of being convicted of any traffic violations (other than a parking ticket). It is also understood that it is the individual driver's responsibility to notify Management immediately and/or prior to the start of **their** next shift, or prior to the end of the business day following the day an employee receives notification of suspension, revocation, cancellation, lost privilege or disqualification of **their** license, whichever is sooner. Failure to adhere to this policy, or the Company's discovery through MVR checks may result in disciplinary action, not excluding termination.
- (c) Under no circumstances is any employee permitted to drive a Company vehicle, including any personal transport vehicle, (e.g. Pargos, forklifts etc) without a valid driver's license. It is the Cast Member's responsibility to notify management prior to driving any Company Vehicle or Personal Transport Vehicle of an invalid driver's license. Failure to adhere to this policy, or the Company's discovery through MVR checks may result in disciplinary action, not excluding termination.
- (d) Any incidents/accidents involving Company property must be reported immediately. Failure to report may result in disciplinary action, not excluding termination.
- (e) Reporting under this provision will not result in loss of hours or compensation for employees whose primary duties do not include operating a vehicle.

ARTICLE 19 - GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCES SETTLED ACCORDING TO PROCEDURE

The parties to this Agreement agree that any grievance arising out of the interpretation or application of the terms of this Agreement, with the exception of terminations, discipline based on the Company's policies of Equal Employment Opportunity and Harassment² and policy grievances which will be expedited to Step 2, shall be settled promptly in accordance with the following procedure:

SECTION 2. DEFINITIONS

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

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

(c) Recording Devices: The parties agree that no recording devices of any kind shall be permitted to be utilized during Step 1, 2, or 3 of the Grievance Procedure.

(d) Back-pay Awards: The parties agree that any Joint Standing Committee or Arbitrator award of back pay shall be lessened by unemployment compensation or any other compensation received by the grievant during the period of termination prior to reinstatement.

(1) Back-pay awards for those employees in tipped classifications, with the exception of Banquets and Dinner Shows, will be paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

(e) Information Requests: The responding party will make every reasonable effort to provide any requested, relevant information regarding grievances to the requesting party within seventy-two (72) hours. In circumstances where the responding party is unable to provide information within seventy-two (72) hours, the requesting party will be provided with an estimate of the time of provision.

(f) Any employee, believing that **they have** suffered a grievance, may discuss the matter with **their** immediate Guest Service Manager prior to initiating the formal Grievance Procedure in Section 3. The employee may choose whether to discuss the matter with **their** Guest Service Manager with or without the assistance of **their** Union representative.

SECTION 3. GRIEVANCE PROCEDURE

Step 1. If the grievance shall not have been adjusted informally with the immediate Guest Service Manager, then the grievance shall be reduced to writing upon the accepted Grievance Form which shall set forth the relevant information concerning the grievance, including a short description of the alleged grievance, the date on which the grievance occurred, and an identification of the section of the Agreement alleged to have been violated.

In order to be deemed timely, a grievance must be filed at Step 1 within fourteen (14) calendar days after its occurrence or within fourteen (14) calendar days after the employee has had a reasonable opportunity to become aware of the occurrence, whichever is later.

² The Union may request a meeting with a representative of **Labor** Relations prior to the 2nd Step grievance meeting or as a part of the 2nd or 3rd step grievance meeting to facilitate timely processing of the grievance.

The Area Manager or **their** designated representative and the Union Representative or **their** designated representative shall meet within seven (7) calendar days after invocation of Step 1 in an attempt to settle the grievance. It shall be incumbent upon the Union Representative to request such meeting. The Area Manager or **their** designated representative shall provide the employee and the Union Representative with a written reply within five (5) calendar days after the parties have met. If the Area Manager fails to give a written reply within the time limits provided, the grievance may be appealed to the next step of the Grievance Procedure.

Step 2. If the grievance shall not have been adjusted under Step 1, then within seven (7) calendar days from the date of the Area Manager's written decision or a date when the decision should have been submitted by the Area Manager, the grievance shall be presented in writing to the Labor Relations office.

A grievance meeting with the General Manager/Director or **their** designee, Labor Relations Representative, and the employee's Union Business Representative or **their** designee shall be held within twenty-one (21) calendar days of the grievance being recorded, in an attempt to resolve the grievance. The General Manager/Director or **their** designee shall provide the Union Business Representative or **their** designee with a written reply within five (5) calendar days after the parties have met. If the General Manager/Director or **their** designee fails to give a written reply within the time limit provided, the grievance may be appealed to the next step of the Grievance Procedure.

Step 3.

A. If a grievance regarding contract interpretation, termination, or discipline resulting in removal from a job classification shall have been submitted but not adjusted under Step 2, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be submitted to a Joint Standing Committee review, which shall meet within fourteen (14) calendar days of the appeal, unless extended by mutual agreement of the Company and the Union.

The Joint Standing Committee shall consist of one (1) representative of the Company and one (1) representative of the affiliated Union(s).

The Joint Standing Committee shall meet at least twice per month to review outstanding grievances referred to it. Such grievances will be presented by a Union representative of the affiliate and a Labor Relations representative. No witness or grievant testimony shall be presented. Attendance by the grievant is optional. Decisions of the Joint Standing Committee shall be final and binding upon all parties at interest. The Joint Standing Committee shall provide a written determination of all cases reviewed within three (3) calendar days after it has met. If the Joint Standing Committee is unable to resolve a grievance before it, the grievance may be appealed to the next step of the Grievance Procedure.

The parties agree that upon notification of the Labor Relations Executive or their designee and the President of the Service Trades Council Union, Step 3 of the Grievance Procedure may be waived and grievances addressing institutional issues, affecting either the Company or the Council, may be expedited to Step 4.

B. If a grievance regarding discipline that does not result in termination or removal from a job classification shall have been submitted but not adjusted under Step 2, either party may within seven (7) calendar days after receipt of the written reply request in writing that the grievance be reviewed by the Union and Labor Relations in an effort to resolve the grievance. Such meeting shall occur within fourteen (14) calendar days of the appeal, unless extended by mutual agreement of the Company and the Union.

Step 4. If the grievance shall have been submitted but not adjusted under Step 3, either party may within seven (7) calendar days after receipt of the written reply or conclusion of the Step 3(B) review request in writing that the grievance be submitted to an Arbitrator selected from a panel of seven (7) Arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The moving party shall be

responsible for requesting the list from the FMCS within seven (7) days of the request for Arbitration. At this point, the parties have a maximum of fourteen (14) calendar days from the date the list is received, to strike the panel or mutually agree to an Arbitrator. The Rules for the FMCS shall govern the selection of an Arbitrator and the conduct of the arbitration hearing. The parties and the Arbitrator will enter into an agreement regarding the terms of the Arbitrator's engagement including but not limited to the submission of post hearing briefs and the form and time period for delivery of the Arbitrator's decision. If the Union and the Company are unable to agree upon the terms of the Arbitrator's engagement, the engagement agreement will require a written award from the Arbitrator within thirty (30) days of the submission of post-hearing briefs for grievances arising under Step 3(A) or within thirty (30) days of the hearing with no written briefs submitted for grievances arising under Step 3(B). Unless agreed upon in writing by both parties, the Arbitration hearing must be scheduled to occur within thirty (30) days from selection of the Arbitrator. The Arbitrator shall not have the authority to alter, amend, change, modify, add to or subtract from or reform any provision, Article or language of this Agreement. The Decision of the Arbitrator shall be final and binding on all parties with no further appeal, except for reasons of setting aside an Arbitrator's Award, as set forth in applicable Federal and Florida Statutes. Any joint expense incidental to or arising out of the arbitration shall be borne equally by the Company and the appropriate Union. Only one grievance shall be before a specific Arbitrator at one time.

SECTION 4. GRIEVANCE PROCEDURE

A grievance having been settled at any step of the Grievance Procedure will be affected no more than seven (7) calendar days after the date of the settlement agreement.

ARTICLE 20 - HOLIDAYS

SECTION 1. HOLIDAYS OBSERVED

There will be seven (7) core holidays and three (3) personal floating holidays.

(a) The core holidays are:

- (1) December 31
- (2) Martin Luther King, Jr. Day
- (3) Memorial Day
- (4) July 4
- (5) Labor Day
- (6) Thanksgiving Day
- (7) December 25

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

SECTION 2. ELIGIBILITY

(a) All Regular Full Time employees are eligible for holiday pay after working thirty (30) calendar days of continuous service, provided they work their scheduled shifts on the core holiday and the immediate day prior to and immediately following such holiday, if scheduled.

(b) If the employee's failure to work **their** regularly scheduled shift immediately before or following the holiday was due to personal illness, injury, death in the immediate family or an approved FMLA absence and the employee satisfied the Company in this respect, **they** shall be eligible to receive holiday pay.

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

SECTION 3. PERSONAL FLOATING HOLIDAYS

Effective January 1 of each year of this Agreement, all employees with one (1) or more years of continuous service will be credited with three (3) personal floating holidays. Employees with less than one (1) year of service, and employees who are hired or converted from a Regular Part Time status to a

Regular Full Time status after January 1, will be credited with one (1) personal floating holiday on each of the following posting dates: March 1, June 1, and September 1. An employee must be stasured as a Regular Full Time employee on the posting date to receive the personal floating holiday.

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

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

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

SECTION 4. HOLIDAY PAY WHEN NOT WORKED

Each employee (except as provided in Article 13 Seniority) will receive eight (8) hours' pay at the employee's regular straight time rate for each such holiday not worked. Core holiday pay when not worked shall not count toward the employer's required minimum number of hours scheduled per week as per Article 10, Section 2.

SECTION 5. HOLIDAY PAY WHEN WORKED

Each Regular Full Time employee who works on a recognized holiday, and who works **their** scheduled shifts prior to and immediately following the holiday worked, shall receive eight (8) hours' holiday pay plus **their** straight time rate for all hours worked in **their** scheduled shift.

(a) A Cast Member who works on the holiday and fails to work their complete scheduled shift due to a release of shift (ROS) shall have the unworked portion of their scheduled shift deducted from their holiday pay. If the Cast Member is granted an early release, the full holiday pay will be granted.

(b) If a Cast Member fails to work their entire shift on a holiday due to tardiness, the Company shall reduce the holiday pay as defined above by the amount of time the Cast Member was late for their shift.

(c) If a Cast Member works their scheduled shifts the immediate day prior and the immediate day after but fails to work their complete scheduled shift on these days due to tardiness or ROS, they shall receive the full holiday pay.

SECTION 6. DOUBLE TIME PAY FOR HOURS OVER EIGHT WORKED ON HOLIDAY

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

SECTION 7. HOLIDAY PAY CONSIDERED TIME WORKED FOR COMPUTING OVERTIME

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

Pay for a holiday not worked shall not be used in computing overtime under the 5th, 6th, and 7th day provision contained in Article 11, Section 4.

SECTION 8. HOLIDAY PAY FOR HOLIDAY DURING VACATION

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

SECTION 9. DAY HOLIDAY IS OBSERVED

Recognized holidays shall be observed on the date designated for observance by the Federal Government, except in the case of New Year's Eve (observed December 31st), Independence Day (observed July 4th) and Christmas, which shall be observed on December 25th.

SECTION 10. NO HOLIDAY PAY FOR EMPLOYEE SCHEDULED TO WORK HOLIDAY AND WHO DOES NOT WORK

An employee who is regularly scheduled to work on a recognized holiday and who does not work shall not receive holiday pay, except in the case of an employee who is given an authorized day off (ADO) by supervision.

SECTION 11. HOLIDAY PAY ON DAY OFF WHEN WORKED

If a holiday worked falls on one of the employee's regular days off, **they** shall receive eight (8) hours straight time holiday pay, plus the rate **they** would receive for working on **their** day off.

SECTION 12. HOLIDAY STARTS AT 12:00 A.M. (Midnight) ON HOLIDAY

For the purpose of computing pay for work on a holiday, the twenty-four (24) hour holiday period shall commence at 12:00 a.m. (midnight) on the holiday and terminate at 11:59 p.m. on the same day.

SECTION 13. PAY RATE FOR THE HOLIDAYS

Those employees in tipped classifications will have holiday benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

SECTION 14. HOLIDAY REQUEST AND APPROVAL

By job classification within a scheduling group, in descending seniority order, and at the request of the employee, Regular Full Time employees will be offered the opportunity to take a paid benefit day (to include a personal leave day, personal holiday or vacation day) off on New Year's Eve (December 31st), Thanksgiving Day, and December 25th to the extent that another qualified employee is available to work the shift. The number of employees permitted to exercise this option will be limited by Management based on the needs of the operation. As it pertains to this section only, pay for a core holiday or paid benefit day not worked shall not be considered time worked for purposes of computing overtime.

ARTICLE 21 - VACATION

SECTION 1. ELIGIBILITY, REGULAR FULL TIME EMPLOYEES

All Regular Full Time employees shall accrue vacation based on the number of hours worked (straight time and overtime hours exclusive of the overtime premium) up to a maximum of 1800 hours, from date of hire to the end of the calendar year in which hired, and for each succeeding calendar year thereafter, based upon the conditions set forth in this Article. Paid vacation will be credited as hours worked for accrual towards vacation allowance.

SECTION 2. VACATION EARNED IN THE FIRST CALENDAR YEAR

Vacation earned in the first (1st) calendar year of service may not be used until nine (9) months of continuous service have elapsed from date of hire.

SECTION 3. VACATION HOURS ACCRUED

Vacation hours accrued shall become available to be taken by the employee during the calendar year in which they are accrued, per the accrual of vacation time formula listed below in increments of forty (40) hours.

SECTION 4. VACATION ACCRUAL FORMULA

(a) One (1) week vacation accrual formula:

<u>Calendar year hours worked</u>	<u>Paid vacation hours earned</u>
1800	40
1440	32
1080	24
720	16
360	8

(b) Employees begin to accrue two (2) weeks of vacation on January 1st of the calendar year in which the second (2nd) anniversary of continuous service will occur:

EXAMPLE:

Year of Hire	2012	2013	2014
Eligible to accrue 2 weeks on January 1 of the year	2014	2015	2016

(c) Two (2) week vacation formula:

<u>Calendar year hours worked</u>	<u>Paid vacation hours earned</u>
1800	80
1620	72
1440	64
1260	56
1080	48
900	40
720	32
540	24
360	16
180	8

(d) Employees begin to accrue three (3) weeks of vacation on January 1st of the calendar year in which the fifth (5th) anniversary of continuous service occurs:

<u>Calendar year hours worked</u>	<u>Paid vacation hours earned</u>
1800	120
1680	112
1560	104
1440	96
1320	88
1200	80
1080	72
960	64
840	56
720	48
600	40
480	32
360	24
240	16
120	8

(e) Employees begin to accrue four (4) weeks of vacation on January 1st of the calendar year in which the seventeenth (17th) anniversary of continuous service occurs:

Calendar year hours worked	Paid vacation hours earned
1800	160
1710	152
1620	144
1530	136
1440	128
1350	120
1260	112
1170	104
1080	96
990	88
900	80
810	72
720	64
630	56
540	48
450	40
360	32
270	24
180	16
90	8

SECTION 5. VACATION ACCRUAL

Employees shall not accumulate more than two (2) times their current annual vacation hours. For example, if an employee is currently accruing 80 hours of vacation, **they** may accumulate a maximum of 160 hours of vacation; if currently accruing 120 hours of vacation, **they** may accumulate a maximum of 240 hours of vacation; and if currently accruing 160 hours of vacation, **they** may accumulate a maximum of 320 hours of vacation.

When the vacation cap is reached (two (2) times their current annual vacation hours), an employee will cease to accrue any additional vacation time until vacation hours are taken. An employee will again begin to accrue vacation only after **they are** below **their** cap. Vacation accrual is not retroactive to the date on which the accrual ceased.

SECTION 6. PAYMENT FOR ACCRUED VACATION

Upon the request of an eligible employee, the Company shall provide payment of up to one half (1/2) of an employee's total accrued available vacation to a maximum of eighty (80) hours on an annual basis (by calendar year). Amounts paid are subject to all required withholdings. Payment should normally be issued within two (2) weeks of the request being received by Payroll.

SECTION 7. VACATION SCHEDULING

(a) Due to the nature of the Company's operations and requirement for specified skills, vacations will be scheduled by the Company. Where a time period has previously been blocked out and circumstances change such that the time period becomes available, employees requesting vacation for that time period will be considered on a seniority basis. Consideration will be given to requested time by the employee whenever possible. The employees with greater length of service will be given preference in the event of a conflict of dates affecting two (2) or more employees.

(b) Pre-approved vacation requests will be considered by seniority for each job classification within the scheduling group. The availability of particular time frames will be determined by Management based on the needs of the business. The pre-approved vacation request and approval process will be administered at a minimum of once per year by seniority via electronic proxy. Where in person bids are

utilized, there will be a Shop Steward present for the bid. Where in person bids are not utilized a Shop Steward will have the opportunity to review bid results for each scheduling group prior to implementation. The following schedule will be applied:

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

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

(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.**

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

SECTION 8. PAY RATE FOR VACATIONS

Vacations will be paid at the straight time rate but not less than the wage rate established under the Fair Labor Standards Act in effect at the time the vacation is taken. All non-tipped employees with five (5) or more years of service shall receive a \$1.00 per hour premium, in addition to their straight-time rate, for all vacation hours paid and all tipped employees with five (5) or more years of service shall receive a \$1.00 per hour premium in addition to their appropriate non-tipped rate of pay as referenced in Addendum A for all vacation hours paid. Those employees in tipped classifications who have less than five (5) years of service will have vacation benefits paid at the appropriate non-tipped rate of pay as referenced in Addendum A.

SECTION 9. PAY FOR UNUSED VACATION HOURS AT TERMINATION OF EMPLOYMENT

(a) All Regular Full Time employees who have been continuously on the payroll for nine (9) months or longer and who voluntarily terminate their employment, shall receive payment for all unused vacation hours earned based on the number of hours worked in accordance with the foregoing applicable formula.

(b) The employee will not lose **their** pro rata vacation allowance in the case of termination except if terminated for drunkenness, dishonesty or illegal use or possession of controlled substances. Voluntary terminations will be paid all earned but unused vacation, and pro rata vacation hours accrued for use in the following year.

SECTION 10. CANCELLATION OF PRE-APPROVED VACATION

When it is operationally necessary to cancel a vacation, which has been pre-approved by Management, the employee will be reimbursed for all documented unavoidable loss incurred as a direct result of the cancellation.

ARTICLE 22 - JURY DUTY AND BEREAVEMENT LEAVE PAY AND VOTING

SECTION 1. JURY DUTY PAY FOR REGULAR FULL TIME EMPLOYEES

All Regular Full Time employees are eligible for jury duty pay.

(a) The Company will pay an employee for **their** regularly scheduled shift, while serving on jury duty, provided such time shall not exceed eight (8) hours in any day or forty (40) hours in any payroll week. Employees shall not be eligible to receive more than twenty (20) days of jury duty pay in any calendar year. Deductions of jury duty fees will not be made unless service on the jury exceeds one (1) week.

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

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

(d) Jury Duty will be considered time worked for the purpose of computing overtime.

SECTION 2. BEREAVEMENT LEAVE PAY

(a) Employees bereaved by the death of a member of their immediate family are granted time off with pay. The deceased must have been a spouse, qualified domestic partner, child (step or natural), parent (biological, adoptive, step or foster), brother, sister, mother-in-law, father-in-law, grandparent or grandchild. If a closer than normal relationship existed between the employee and a person other than those named, consideration will be given toward payment of the bereavement benefit.

(b) At the Employee's request, bereavement leave shall be paid up to a maximum of five (5) days for each occurrence. Payment will be based on the employee's current rate. The relationship of the deceased must be noted on the request for bereavement pay status.

(c) Additional unpaid time may be granted where appropriate.

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

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

(f) Unpaid time off, in accordance with (c) above, may be granted based on business needs for the death of non-immediate family members.

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.

ARTICLE 23 – PENSION, RETIREMENT, AND WELFARE

SECTION 1. PENSION

(a) All employees will be eligible to participate in the Walt Disney World Co. and Associated Companies' Retirement Plan. During the term of this Agreement, the employee's portion of contribution to the Retirement Plan shall be seven (7) cents per hour for all hours worked, not to exceed forty (40) hours

per week. Contributions will be for the second through and including the fifth year of participation. While this Agreement is in effect, the Company agrees to keep in effect its presently existing Walt Disney World Co. and Associated Companies' Retirement Plan. The Plan is and shall continue to be qualified under the Employee Retirement Income Security Act of 1974, as amended, and shall otherwise conform to applicable laws. However, nothing contained herein shall constitute or be considered a waiver or forfeiture of any right, power, or discretion which the Company may have, notwithstanding such laws, rules or regulations. The Company will pay the complete contribution for employees in the first year of participation and for all years after five (5) credited years of participation in the Plan. Vesting requires five (5) credited years of service. Copies of the Walt Disney World Co. and Associated Companies' Retirement Plan will be furnished to the Union.

The following schedule is in effect through the life of this Agreement:

PENSION BENEFIT SCHEDULE AT AGE 65 FOR STRAIGHT LIFE ANNUITY OPTION

Credited Years of Service	Credited Hours of Service	Maximum Monthly Benefit
1	1,500 – 2,250	24.00
1	2,251 or more	36.00
2	3,000 – 3,750	48.00
2	3,751 or more	60.00
3	4,500 – 5,250	72.00
3	5,251 or more	84.00
4	6,000 – 6,750	96.00
4	6,751 or more	108.00
5	7,500 - 8,250	120.00
5	8,251 or more	132.00
6	9,000 - 9,750	144.00
6	9,751 or more	156.00
7	10,500 - 11,250	168.00
7	11,251 or more	180.00
8	12,000 - 12,750	192.00
8	12,751 or more	204.00
9	13,500 - 14,250	216.00
9	14,251 or more	228.00
10	15,000 - 15,749	240.00
10	15,750 or more	252.50
11	16,500 - 17,249	265.00
11	17,250 or more	277.50
12	18,000 - 18,749	290.00
12	18,750 or more	302.50
13	19,500 - 20,249	315.00
13	20,250 or more	327.50
14	21,000 - 21,749	340.00
14	21,750 or more	352.50
15	22,500 - 23,249	365.00
15	23,250 or more	377.50
16	24,000 - 24,749	390.00
16	24,750 or more	402.50
17	25,500 - 26,249	415.00
17	26,250 or more	427.50
18	27,000 - 27,749	440.00
18	27,750 or more	452.50
19	28,500 - 29,249	465.00

19	29,250 or more	477.50
20	30,000 - 30,749	490.00
20	30,750 or more	502.00
21	31,500 - 32,249	514.00
21	32,250 or more	526.00
22	33,000 - 33,749	538.00
22	33,750 or more	550.00
23	34,500 - 35,249	562.00
23	35,250 or more	574.00
24	36,000 - 36,749	586.00
24	36,750 or more	598.00
25	37,500 – 38,249	610.00
25	38,250 or more	622.00
26	39,000 – 39,749	634.00
26	39,750 or more	646.00
27	40,500 – 41,249	658.00
27	41,250 or more	670.00
28	42,000 – 42,749	682.00
28	42,750 or more	694.00
29	43,500 – 44,249	706.00
29	44,250 or more	718.00
30	45,000 – 45,749	730.00
30	45,750 or more	742.50
31	46,500 – 47,249	755.00
31	47,250 or more	767.50
32	48,000 – 48,749	780.00
32	48,750 or more	792.50
33	49,500 – 50,249	805.00
33	50,250 or more	817.50
34	51,000 – 51,749	830.00
34	51,750 or more	842.50
35	52,500 or more	855.00

Employees will be notified on an annual basis of any delinquency in their pension contribution.

(b) Retiree Health Benefits

The Walt Disney World Co. and Associated Companies' Retirement Plan ("Retirement Plan") provides for health benefits for certain retired employees. Any employee with an original hire date after October 29, 1994, will not be eligible for Retiree Health Benefits. Any employee with a rehire date after October 29, 1994, also will not be eligible for Retiree Health Benefits, except in very limited circumstances provided below.

Any employee hired prior to October 30, 1994, will be eligible for Retiree Health Benefits commencing at age 65, if **they** meet the Service Criterion and retires on or after age 55. The Service Criterion is twenty (20) credited years of service and 30,000 credited hours of service earned under the Retirement Plan (or under the Disney Salaried Retirement Plan, The Disneyland and Associated Companies' Retirement Plan, or The Walt Disney Productions and Associated Companies' Retirement Plan). In order to be eligible for Retiree Health Benefits, an employee must also be at least age 55 and actually employed by the Company at the time **they** terminate **their** employment with eligibility for either early or normal retirement under the Plan. The age 55 requirement will not apply to an employee whose termination of employment occurs on account of death or who terminated employment on account of a disability, which entitles **them** to disability benefits under the Social Security Act. The Retiree Health Benefits provided will be those provided on the same basis as

current active employees. Retiree Health Benefits will also be provided to the retiree's or deceased employee's eligible dependents in accordance with the health plan's rules.

An employee who is at least age 60 prior to October 30, 1994, and completes the Service Criterion thereafter, will receive **their** Retiree Health Benefits commencing at the later age of 62 or at the time **they** elect to take either early or normal retirement under the Retirement Plan. An employee who met the Service Criterion prior to October 30, 1994, will also receive **their** Retiree Health Benefits commencing at the later age of 62 or at the time **they** elect to take either early or normal retirement under the Retirement Plan, provided that such an eligible employee who is under age 60 on October 30, 1994, must terminate employment with the Company before February 28, 1995. Any employee covered by this paragraph who is rehired on or after February 28, 1995, and prior to **their** 55th birthday, will not be entitled to Retiree Health Benefits pursuant to the provisions of this paragraph. Eligibility, if any, for the Retiree Health Benefits will be dependent upon fulfilling the requirements of the second paragraph of the Section, subject to the rehire provisions of the following paragraph. Any employee covered by this paragraph who is rehired on or after **their** 55th birthday will remain entitled to Retiree Health Benefits, under the provisions of this paragraph upon **their** subsequent retirement.

In general, any employee who terminates employment with the Company and is rehired on or after October 30, 1994, will not be eligible for Retiree Health Benefits upon subsequent retirement. However, a rehire date which occurs on or after October 30, 1994, will be ignored for purposes of the preceding rule, if the employee satisfies the requirements of Subsection (1) below and the requirements of either Subsection (2) or Subsection (3) below.

- (a) The employee has completed the Service Criterion prior to **their** rehire date; and,
- (b) The employee has reached **their** 55th birthday prior to or coincidental with **their** rehire date; or,
- (c) The employee fulfilled all of the following conditions:
 - (1) The employee has only one rehire date which occurs on or after October 30, 1994, and prior to **their** 55th birthday.
 - (2) The employee's period of termination of employment immediately prior to the rehire date is less than 366 days.
 - (3) The employee's period of re-employment following **their** rehire date is at least 365 consecutive days during which **they are** credited with at least 750 Hours of Service under the Retirement Plan.

For purposes of the above rehire rules, an employee shall not be deemed to have a termination of employment and shall not be deemed to have a rehire date that occurs on or after October 30, 1994, if the employee's termination of employment is on account of a disability defined in the Retirement Plan and the employee returns to employment upon recovery from the disability, or if the employee is laid-off and recalled within twelve (12) months of the layoff. In such cases and for the purposes of this Section, such employee shall be treated as if there was no interruption in the continuity of employment. However, a layoff in excess of twelve (12) months is deemed a termination of employment as of the first day of layoff.

SECTION 2. GROUP INSURANCE

(a) During the term of this Agreement, the Company will offer Group Insurance coverage and Signature Plan coverage to all eligible employees, on the same basis as provided to non-bargaining unit employees (including salaried employees) at the Company. It is understood that all employees in this unit who participate in any Company sponsored plan(s) do so on the same basis as non-bargaining unit employees (including salaried employees) generally and that, therefore, future changes in such plans which are applicable to non-bargaining unit employees (including salaried employees) generally shall

apply equally and automatically to employees covered under this Agreement. By way of example, but not limitation, changes in such plan(s) may include termination in accordance with the plan terms, substitution of, or merger with, another plan or part thereof, improvements and modifications in the plan(s), creation of new plan(s), adjustment in contributions, etc...; all subject to the condition that where the changes apply equally to non-bargaining unit employees (including salaried employees) generally, the Company will not be obligated to bargain with the Union. Entitlement to pension and group insurance benefits shall be determined exclusively by the plan terms and not by arbitration under this Agreement.

Both the Union and the Company acknowledge and agree that in order to comply with the Patient Protection and Affordable Care Act, the health care coverage offered by the Company to its employees may need to change to ensure compliance. These potential changes need not be negotiated between the parties provided any changes are universally applicable to all participants in any Company-sponsored plan(s) on the same basis as non-bargaining unit employees (including salaried employees).

(a) Employee contribution rates for all group medical plans and tiers will be the same as or less than the contribution rates set by the Company for salaried employees.

- Effective **01/01/2023** weekly employee contribution rates for the **HMO and Consumer Choice plans** shall not be increased by greater than the following amounts over the **2022** contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

- Effective **01/01/2024** weekly employee contribution rates for the **HMO and Consumer Choice plans** shall not be increased by greater than the following amounts over the **2023** contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

- Effective **01/01/2025** weekly employee contribution rates for the **HMO and Consumer Choice plans** shall not be increased by greater than the following amounts over the **2024** contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

- Effective **01/01/2026** weekly employee contribution rates for the **HMO and Consumer Choice plans** shall not be increased by greater than the following amounts over the **2025** contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

- Effective **01/01/2027** weekly employee contribution rates for the **HMO and Consumer Choice plans** shall not be increased by greater than the following amounts over the **2026** contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$10.00 per week	\$5.00 per week	\$12.00 per week

(c) Eligible employees shall be defined as employees whose employment status is Regular Full Time. Eligible employee's coverage shall become effective no later than the first day of the month following completion of ninety (90) days continuous service.

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.

(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 **their** use during that calendar year based on the above noted hour formula in the prior calendar year. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested 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 **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 **their** scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of **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 sick leave and one half (1/2) of accrued sick leave. Terminations for the three (3) categories listed above will be paid 50% of all earned and none of the accrued.

(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.

SECTION 4. RETIREMENT (Hourly 401(k))

1. The Company agrees to provide and implement the Disney Hourly Savings and Investment Plan ("Disney Hourly 401(k) Plan") on the following basis:

- a. Eligible employees as defined in paragraph (2) below may contribute up to fifty percent (50%) of their annual hourly straight time wages on a pretax basis, up to the maximum provided by Federal Law.
- b. There will be no Employer Matching Contributions provided to Eligible employees.

2. All Employees over the age of eighteen (18) and who have completed ninety (90) days of service are eligible to make contributions to the 401(k) Plan in accordance with the Plan documents.

3. The Company reserves and retains the right to administer the 401(k) Plan internally or through the use of an outside administrator, to change or modify the investment choices available to the participants of the Plan, to charge an administrative fee directly to participant accounts, to charge transaction fees directly to a participant account (for example, loan setup and ongoing processing fees), to modify the Plan as necessary to remain in compliance with applicable law, and to make any other design decision, change or modification to the Plan deemed appropriate by the Employer, with the exception of vesting requirements, eligibility for participation and Employer matching contributions.

ARTICLE 24 - COSTUMES, UNIFORMS, AND PERSONAL APPEARANCE

SECTION 1. COSTUMES AND WORK UNIFORMS

If the Company requires an employee to wear a uniform or costume, it will be furnished at the Company's expense. Shoes shall be furnished at the employee's cost even if uniformity is required, provided they are generally accepted as street wear.

SECTION 2. SAFETY AND SANITARY CLOTHING AND EQUIPMENT

The Company will consider applicable safety requirements, fabric, and breathability as part of the design criteria for future themed operational costume development.

Where the Company, for safety purposes, requires the use of protective clothing, shoes, or other safety devices, other than hair nets and headbands, they will be furnished without cost to the employees. The Union agrees to require Regular Full Time employees in those classifications listed in Addendum A to use the devices furnished. **Appropriate winter weather gear/equipment (i.e., hats, gloves) will be made available at the employee's request.**

SECTION 3. LAUNDRY AND CLEANING OF CLOTHING PAID BY COMPANY

The cost of cleaning or laundering the clothing furnished under this Article shall be paid by the Company. Such clothing and other equipment will at all times remain the property of the Company and the employee who is issued any of these items will be fully responsible for seeing that they are properly cared for.

SECTION 4. PENALTY FOR LOST CLOTHING OR MISUSE OF CLOTHING AND LOST LOCKER KEYS

Each employee will be required to sign an authorization for the Company to deduct from wages the amount of money necessary to replace the employee's company furnished uniform in the event the uniform is not returned when required, or is defaced or is willfully damaged. An unreturned or lost locker key will result in a wage deduction in the amount necessary to replace the lock on an employee's locker. An employee who willfully defaces, destroys or misuses a company furnished uniform is subject to disciplinary action, including dismissal.

SECTION 5. PERSONAL APPEARANCE RULES SET FORTH IN WRITING

It is recognized that the Company may make and enforce rules relating to the personal appearance which must be set forth in writing and must be reviewed with the Union prior to implementation. In situations where an employee exceeds the size limitations of the costume of **their** current job classification, the Company will make reasonable efforts to transfer such employee.

SECTION 6. FURNISHED CLOTHING NOT TO BE WORN OFF WALT DISNEY WORLD PREMISES

Company furnished clothing is not to be worn off Walt Disney World Resort premises outside of employee's working hours without permission.

SECTION 7. UNION INSIGNIA

Employees will be permitted to wear a single pin, mutually agreed upon by the Company and Union, supporting the STCU in non-public areas of the Walt Disney World Resort provided that the pin is no larger than a quarter in size. Employees must remove the pin for scheduled tours in such areas.

ARTICLE 25 - SAFETY AND HEALTH

The Company, the Union, and all employees are committed to providing a safe and healthy work environment.

SECTION 1. COMPANY RESPONSIBILITY

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

All employees shall have access to established methods for reporting safety concerns to the Company. Each concern will be promptly investigated by the Safety Department.

The Company agrees that it will furnish and maintain sanitary toilet facilities, washrooms, lockers and changing quarters for all employees covered by this Agreement.

SECTION 2. EMPLOYEE RESPONSIBILITY

(a) All employees shall obey the Company's safety and health rules.

(b) **The Company may implement a smoke and tobacco-free policy (including cigarettes, cigars, vaping, e-cigarettes and all forms of smoke-free tobacco). The Company will provide advance notice to the Union and employees prior to any implementation of a smoke and tobacco-free policy. The Company will continue to offer smoke and tobacco-free cessation programs and resources.**

SECTION 3. COMPANY UNION COOPERATION

The Company and the Union shall cooperate to further the goal of maintaining safe and sanitary working conditions. The Company may hold safety meetings with required attendance by every employee covered by this Agreement, on work time, as a means of improving safety and educating employees in safe practices. A Union Representative may attend such meetings.

SECTION 4. WORKPLACE VIOLENCE

The Company and the Union recognize the importance of a safe and violence free work environment. In this regard, both parties agree to work cooperatively to prevent and address potential work place violence issues.

Incidents of disruptive or aggressive behavior by guests or employees should be immediately reported to leadership and/or Security. Each reported incident will be promptly handled in a manner consistent with the Company's commitment to protect the safety and well-being of employees. Employees have the right to contact and/or speak to law enforcement. For support in such situations involving multiple members of management, an employee may request the presence of an employee of their choice or a shop steward to provide support only, not to be involved in the incident response. Lack of immediate availability of such support shall not delay the response to the incident.

SECTION 5. EXAMINATIONS

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

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

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

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

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

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

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

(5) Upon an employee's request, an employee shall be provided an opportunity to visit Health Services on the day of **their** injury and on paid time.

(d) Pursuant to Section 2 above, the Company reserves the right to require an employee to undergo an examination by a licensed physician or certified health care provider designated by the Company at the Company's request. If the employee disagrees with the medical opinion of the Company-designated physician or certified health care provider, the employee may select, at **their** expense, a physician or appropriate certified health care provider to conduct the Company-required medical or psychological examination. The results of that examination must be submitted to the Company-designated physician for concurrence. In the event the two (2) physicians cannot agree, the Company and the employee shall select a third physician from a panel of three (3) physicians supplied by the Company. The cost of the third physician will be paid by the Company.

(e) Employees whom the Company determines are not able to perform the essential functions of a position, with or without reasonable accommodation, or who pose a direct threat that cannot be reasonably accommodated will be considered for reassignment to vacant positions for which they meet the minimum qualifications. The Company shall not be required to create "Transitional Duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee may be terminated or placed on an appropriate leave of absence.

(f) Employees enrolled in the Transitional Duty Program shall continue to be covered by the provisions of this Agreement.

(g) An employee's rights to disability, workers' compensation, or other benefits which are administered independently of this Agreement shall be determined exclusively by the plan terms and laws governing those benefits and not by arbitration under this Agreement.

SECTION 6. IMMINENT DANGER

No employee shall be compelled to perform work or operate equipment that poses an imminent danger to life or serious physical harm to **themselves**.

SECTION 7. WEATHER CONDITIONS

When working in the heat, employees should hydrate before, during and after their shift. The Company will have refillable water bottles and sunscreen available to employees for use during the workday. Employees working in primarily outdoor positions will have access to electrolytes upon request.

In the case of severe weather, a leader will determine whether operations should be suspended in whole or in part. If a "seek shelter" alert is issued, after assisting with clearing of guests from the area, employees should follow instructions to seek shelter and notify leaders of their location. Leaders will instruct employees when they should return to normal operations.

SECTION 8. EDUCATION AND AWARENESS

The Company will continue to provide ongoing education and awareness to employees on safety topics.

ARTICLE 26 - WORK BY SUPERVISORS

It is recognized that the duties of a Supervisor are, as the designation implies, largely of a supervisory nature. Accordingly, Supervisors shall not perform work such as that performed by the employees as herein defined, except:

- (a) For emergency purposes.
- (b) In the instruction and training of employees or Supervisors.
- (c) Work of an experimental nature.
- (d) Testing materials and production.
- (e) Start up and closing down of operations.
- (f) To protect Company property and/or to ensure the safety of guests and/or employees.
- (g) To provide uninterrupted services in order to ensure a positive guest and/or employee experience.

Work by Supervisors as described by the provisions of this Article is not intended as a means by which the Company may eliminate any bargaining unit position(s) or shift(s). In the event the Union believes that the provisions of this Article have been violated, the Union may request an immediate meeting to resolve the matter with the appropriate representative of Management and the Labor Relations Executive or their designee. All grievances arising over an alleged violation shall be subject to the provision of Article 19 – Grievance Procedure.

ARTICLE 27 EMERGENCY WORK AND RUNNING REPAIRS BY EMPLOYEES

SECTION 1. EMERGENCY WORK

Any employee may be requested to perform emergency work, which includes any situation endangering other persons or which might result in property damage.

SECTION 2. RUNNING REPAIRS

Running repairs may be performed by operating personnel covered by this Agreement, or by personnel regularly assigned to the department where the need for such repairs occurs. Running repairs are generally defined as minor maintenance repairs or adjustments which can be done without a cessation of normal operations, or where such repairs or adjustments can restore such equipment or unit to operation without an extended shut down.

ARTICLE 28 - BULLETIN BOARDS

The Company shall provide bulletin boards in all areas which are frequented by employees for the posting of official Union notices and a list thereof. The minimum size of the bulletin board will be 2' high by 3' wide for single bulletin boards and 3' high by 4' wide for double boards. The board shall be covered with glass and under lock and free of obstructions. A master key shall remain in the possession of a Department Head with copies provided to each affiliate Union of the Service Trades Council. These boards shall be used for the display of the following notices: Union meetings, Union appointments, Union elections and official Union social affairs and any Company issued information. The Union agrees not to post material of a derogatory nature regarding the Company or its personnel. It is agreed that no Union matter of any kind shall be posted in and about the premises of Walt Disney World Resort except on said Boards. It is agreed by the Union and Management that it is the responsibility of each employee to be knowledgeable of notices posted. All such Union notices shall bear a posting and a removal date.

ARTICLE 29 - SUBCONTRACTING

During the term of this Agreement, the Company agrees that it will not subcontract work for the purpose of evading its obligations under this Agreement. However, it is understood and agreed that the Company shall have the right to subcontract in the following instances and will give notice of such subcontracting to the Union when possible:

- (a) Where some work is required to be sublet to maintain a legitimate manufacturer's warranty; or
- (b) Where the subcontracting of work will not result in the termination or layoff, or the failure to recall from layoff, any Regular Full Time employee qualified and classified to do the work; or
- (c) Where the employees of the Company lack the skills or qualifications or the Company does not possess the requisite equipment for carrying out the work; or where
- (d) Because of size, complexity or time of completion, it is impractical or uneconomical to do the work with Company equipment and personnel.

ARTICLE 30 - INTERPRETATION

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

ARTICLE 31 - SEVERABILITY

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

ARTICLE 32 – ALCOHOL AND DRUG ABUSE POLICY

For purposes of this Agreement, the terms “drug” or “drug tests” shall include both drugs and alcohol, as appropriate. The Employer and the Union recognize that many areas of the Employer's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers and its employees. As part of its effort to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

SECTION 1. The Company recognizes that employees have a right to privacy and that any adverse action taken against any employee for off-duty conduct shall take into account the employee's right to privacy and the impact of the employee's conduct on **their** job performance, the Company's reputation, or the public's perception of the Company's contract performance. Any disciplinary action for such drug-related conduct will be subject to the Grievance Procedure. With respect to any alleged off-duty related conduct, the arbitrator will be specifically instructed to balance the employee's right to privacy in **their** off-duty time with other legitimate job-related concerns in weighing the contractual propriety of disciplinary action.

SECTION 2. Bargaining unit employees will be subject to drug and alcohol testing under the following circumstances:

- (a) Where there is an objective reasonable basis that an employee has an in-system presence of any illegal drug, controlled substance or alcohol, hereinafter referred to as “substances”, while on duty or on Company property immediately preceding or following the work shift. For purposes of this Agreement, the terms “employee” or “bargaining unit employee” includes not only persons employed in positions covered by the STCU, collective bargaining agreement, but also persons being recalled into such positions.
- (b) As part of a post-accident investigation in cases where:
 - 1. The individual(s) subject to testing is directly linked to the accident.
 - 2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed \$4,500.00.Testing associated with an accident will take place as soon as possible, under the circumstances.
- (c) A government agency duly concerned with Walt Disney World Co. (e.g., Department of Transportation, etc.) advises the Company that employees in specified classifications will be required to undergo job certification physical examinations, including drug tests as a condition of future employment. In such instances, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with the government regulations and the procedures established by this Agreement and shall not commence until the Union and the Company have had a reasonable opportunity to discuss the impact of the government directive.
- (d) All employees working in safety sensitive classifications as determined by the Company will be subject to random drug and alcohol testing.
- (e) Random testing as part of follow-up to rehabilitation and only for a reasonable period of time after rehabilitation supervised by the Company's Employee Assistance Program, or any successor thereto, not to exceed one year. However,

employees in classifications covered by the Department of Transportation (DOT) may be subject to additional testing as determined by the Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

- (f) A random drug/alcohol testing program may be implemented for certain positions within this Agreement. If such a decision is made the Company will meet and agree with the affected individual Union affiliate regarding the positions subject to random drug/alcohol testing, the date of implementation and the logistics of the program. Employees transferring into any such position will be subject to drug testing prior to transfer. Such positions that are deemed to be subject to a random drug/alcohol testing pool will include testing of the same substances and at the same levels described in Section 9 below.
- b Employees transferring into positions for which the Company requires pre-employment testing will be subject to such testing prior to transfer.

SECTION 3. An employee will not be tested under Section 2(a) above unless **their** actions and/or conduct or other related circumstances provide an objective reasonable basis to believe that the employee may have ingested drugs or alcohol and/or is suffering from impairment that will in some way adversely affect **their** alertness, coordination, reaction, response, safety, or the safety of others, while on duty or on Company property. Where possible, this shall be discussed with the Union Shop Steward. Such observation will be confirmed by another member of supervision wherever possible and will be documented. Employees will not be subject to such testing without the express consent of a senior member of Management different from the observation Supervisor.

SECTION 4. Any employee directed for testing shall be advised of **their** right to the presence of a Shop Steward before any pre-test meetings with Management. Provided a Shop Steward has been requested and is available, no specimen will be collected until the Shop Steward can discuss the matter with Management. The Union agrees that the procedures described in Sections 3 and 4 shall not operate in a manner that will impede timely collection of a biological specimen. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

SECTION 5. Any employee who tests negative to any drug test under this Agreement (other than follow-up testing to rehabilitation) shall be compensated for all lost time, at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of premium eligibility.

SECTION 6. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the Company will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the Company has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Any evidence of any form of tampering, altering, or diluting of a specimen will result in discharge.

SECTION 7. Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the Company to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

If a dispute should arise over the selection of drug test laboratories, such dispute shall be resolved by arbitration. The laboratory(s) selected must, upon request, identify the drugs tested for, the methods used, the manufacturers of the test, the analytical limits and levels used, the methods of reporting results and the chain of custody procedures used to produce forensically acceptable test results. To be qualified under this section, the laboratory must participate in a program of "blind proficiency" testing where they analyze samples sent by an independent party.

SECTION 8. Specimen collection shall be accomplished at laboratory facilities certified by the U.S. Department of Health and Human Services under the National Laboratory Certification Program and designated by the Employer.

All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical Review Officer prior to release to the Company. The Medical Review Officer, upon written request from the employee, will report test results to the Union Business Agent.

SECTION 9. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be the same as those called out in the Federal Register, and may be modified whenever changed by the Department of Health and Human Services as advances in technology or other considerations warrant identification of new substances and/or concentrations.

In the event that the Company elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the Company will give the Union written notice of the test methodology used and the threshold levels employed. Positive thresholds for any other test methodologies will be reviewed with the Union before they are applied. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration. It will be the burden of the Company to establish the acceptability of the test and the reasonableness of the threshold.

SECTION 10. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the Union or the Employer. Any re-analysis performed will be done on the original sample provided. The Medical Review Officer shall endeavor to notify the Employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result. Additionally or as an alternative, the employee may have the sample tested at a certified laboratory of **their** choice. Should this test result be negative, the test results will be considered negative.

SECTION 11. Initial tests and re-analysis requested by the Company will be paid by the Company; costs of re-analysis for reconciliation will be split between the employee and the Company. In the event the initial test is proven to be a false positive the employee shall be reimbursed for cost of test procedures paid for by the employee.

SECTION 12. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the Company to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

SECTION 13. Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this policy if a test reveals the presence of alcohol at a level of .08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than .08%, the results of the test will be considered along with all other relevant information (e.g. employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this policy. The presumption regarding the presence of alcohol of less than .05% by weight is rebuttable based on consideration of all other relevant information (e.g., employee conduct, speech, performance, etc.). The Company bears the burden of proof in rebutting such presumption. In the event an employee objects to alcohol testing by blood sample, the Company will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.

The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and which is operated by a certified technician, shall be conclusive proof of the accuracy of the results.

Furthermore, the Company reserves the right to abandon blood samples in favor of the alcohol breath analyzer referenced above.

SECTION 14. Any employee who has a confirmed positive test will be required to participate in the Employee Assistance Program (EAP). Failure to seek and receive EAP assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. If an employee is subject to disciplinary action under existing practices, the use of substances shall not be a defense to circumvent existing practices or to avoid disciplinary action. Participation in the EAP shall be taken into account in considering appropriate disciplinary action. No employee shall be discharged as a result of a positive drug or alcohol test pursuant to Section 2(a), (b), (e) or (f) above, so long as he or she agrees to participate in an EAP, the cost of which will be covered by Company-provided health insurance to the extent required by the plan terms. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation through the EAP for substances on the same basis as it is granted for other medical conditions.

SECTION 15. Test results shall be communicated by the Medical Review Officer, or the designated Company representative. The Company shall be responsible for maintaining confidentiality of test records and test results will be communicated to job site Management strictly on a "need to know" basis. Employee drug test records shall not be released outside the Walt Disney World Co. medical department unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. Copies of such reports will be provided to the Union when authorized in writing by the affected employee.

SECTION 16. Except in the case of a positive random test after referral to the EAP which shall be conclusive proof of just cause for termination, when and if it becomes necessary to impose discipline for drug-related conduct or job performance, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds written consent as to particular documents personal to **their**, the Company agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this policy, neither the Company nor the Union waives any legal rights. The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

SECTION 17. The Company shall provide education for Management personnel regarding observation techniques, the availability and desirability of the Employee Assistance Programs and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining confidentiality of all drug-related information and referring employees who may have a problem to appropriate counseling.

SECTION 18. The Company agrees that it shall indemnify and hold the Union harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way are related to, the Union's negotiation or participation in the foregoing drug policy applicable to bargaining unit employees and applicants, or the Company's activities in carrying out this drug testing program.

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 **their** designee, and the designated Executive from Operations or **their** 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 **their** 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;
- (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.

ARTICLE 34 - TERM OF AGREEMENT

SECTION 1. TERM

This Agreement, and any further amendment or supplement hereto, shall be in full force and effect from **October 2, 2022** through **October 2, 2027**, and from year to year thereafter, subject to the right of either party to terminate the same at the anniversary of October 2 following October 2, 2027 upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination.

SECTION 2. COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as provided specifically in Section 2 or 3 of this Article, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

FOR THE SERVICE TRADES COUNCIL UNION:

DocuSigned by:



A4EE6B40E10d4A3...
(Matt Hollis)

Service Trades Council Union President
Transportation Communications Union/IAM, Lodge 1908
AFL-CIO

DocuSigned by:



8E7F02DEACD649A...
(Julieann Jerkovich Loreth)

Vice President
United Food & Commercial Workers, Local 1625

DocuSigned by:



A2DD5EB0DEC74D0...
(Walt Howard)

President
International Brotherhood of Teamsters, Local 385

DocuSigned by:



52B74C8B44F84FB...
(Paul Cox)

President
International Alliance of Theatrical Stage Employees, Local 631
AFL-CIO

DocuSigned by:



8231EF187BBC489...
(Eric Clinton)

President
UNITE HERE! Local 362

DocuSigned by:



17ED44E947DD422...
(Jeremy Haicken)

President
UNITE HERE! Local 737

FOR THE AFFILIATED SERVICE TRADES COUNCIL UNIONS:

Unite Here! Local 737

Jeremy Haicken, President
Hector Jordan, Vice President
Angela McKinnon, Financial Secretary Treasurer
Marie Mauvais, Recording Secretary

International Brotherhood of Teamsters, Local 385

Walt Howard, President
Shawn Britton-Business Agent
Gary Brown-Business Agent
Denys Ortega- Business Agent
John Dodson
Jim Fittipaldi
Jason Oaks
Josh Patten
Diane Powers
Jonathan Pulliam
Joe Richardson
Ronnie Stasuik

Unite Here! Local 362, AFL-CIO

Eric Clinton, President
Mike Cocco, Lead Organizer
Mike Thom, Lead Organizer
Victor Faggella, Organizer
Diana Geary, Organizer
Estefania Villadiego, Organizer
Celia Rocha, Epcot Day Custodial
Edner Alouidor, Epcot Day Custodial
Jackie Eonta, Epcot Vacation Planning
Ed Schneider, Epcot World Nature Attractions
Kim Hanley, DAK Day Custodial
Nikki Maddox, DAK Day Custodial
Mel Paradiso, DAK Third Shift Custodial
Diego Henry, DAK Dinoland Attractions
Noah Diaz, DAK Dinoland Attractions
Travis Joyner, DAK KSR Attractions
Marissa Flint, DAK Pandora Attractions
Josh Mullet, DHS Day Custodial
Julie Collazo, DHS Third Shift Custodial
Sean Hopper, DHS SWGE Attractions
Tony Vitale, DHS Sunset Attractions
Charlie Balliet, DHS Sunset Attractions
Jino Loriston, DHS Toy Story Land
Alice-Marie Tucker, DHS Vacation Planning
Belkis Rosado, MK Day Custodial
Julionex Louis, MK Day Custodial
Zinnia Jimenez Quinonez, MK Day Custodial Utility
Cree Jenkins, Mk Third Shift Custodial
Jay Friesner, MK Ad/Lib Attractions
Mike Beaver, MK Tomorrowland Attractions
Ed Bradford, MK Tomorrowland Attractions
David Pickford, MK Main St. Ops. Attractions
Ivy Maestre, MK Main St. Ops. Attractions
Joyce Rivera, MK TTC Vacation Planning
Tiffany Fernandez, Disney Springs Custodial
Irma Caraballo, Disney Springs Custodial
Arnold Alcante, CBR Custodial
Wanda Vasquez, All-Star Custodial

International Alliance of Theatrical Stage Employees, Local 631, AFL-CIO

Paul Cox, President

Jamie Baylor, Assistant Business Agent

United Food & Commercial Workers, Local 1625

Juleeann Jerkovich Loreth, Vice President

Gary Parody, Jr., Secretary-Treasurer

Lanette Edwards, Union Representative

Transportation Communications Union/IAM Lodge 1908, AFL-CIO

Matthew Hollis, National Vice President

Staci Bowermeister Shkoler, National Representative

William White, National Field Representative

Tommy Norwood, Jr., Division Chair

FOR THE COMPANY:

Declassified by:

Christie Sutherland

Christie Sutherland

Director, Labor Relations

Walt Disney Parks and Resorts, U.S.

WALT DISNEY PARKS AND RESORTS, U.S. NEGOTIATING COMMITTEE:

Christie Sutherland

J. Robbin Almand

Rosalyn Durant

Briana Mascaro

Amanda Ward

Autumn Badillo

Barbara Payne

Brian Blakely

Carrie Sandusky

David Hunter

Dan Rey

Emily Wilcheck

Fred Kosiewski

Jana Walker

Kara Cressey

Kristen Barthel

Kristin McLean

Jihane Elizee

Mark Bartschi

Mary Hayes

Patrick Doubleday

Sue Davis

Paul Newendyke

Sheri Torres

Ty Joseph

Addendum A

Non-Tipped Classifications

Job Title	Current		Upon Ratification'		Eff 10/1/2023'		Eff 12/3/2023'		Eff 12/1/2024'		Eff 9/28/2025'		Eff 10/4/2026'	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Assistant Sous Chef	\$20.00	\$23.49	\$24.60	\$25.49	\$25.60	\$26.51	\$25.60	\$26.51	\$26.60	\$27.05	\$27.60	\$28.14	\$28.60	\$29.27
Assistant Sous Chef Banquets	\$20.50	\$24.00	\$25.10	\$26.00	\$26.10	\$27.04	\$26.10	\$27.04	\$27.10	\$27.59	\$28.10	\$28.70	\$29.10	\$29.85
Assistant Sous Chef Chocolatier	\$20.40	\$23.90	\$25.00	\$25.90	\$26.00	\$26.94	\$26.00	\$26.94	\$27.00	\$27.48	\$28.00	\$28.58	\$29.00	\$29.73
Assistant Sous Chef Pastry/Bakery	\$20.00	\$23.49	\$24.60	\$25.49	\$25.60	\$26.51	\$25.60	\$26.51	\$26.60	\$27.05	\$27.60	\$28.14	\$28.60	\$29.27
Assistant Sous Chef Pastry/Bakery Banquet	\$20.50	\$24.00	\$25.10	\$26.00	\$26.10	\$27.04	\$26.10	\$27.04	\$27.10	\$27.59	\$28.10	\$28.70	\$29.10	\$29.85
Assistant Sous Chef Pastry/Bakery Signature	\$21.00	\$24.49	\$25.60	\$26.51	\$26.60	\$27.58	\$26.60	\$27.58	\$27.60	\$28.14	\$28.60	\$29.27	\$29.60	\$30.45
Assistant Sous Chef Signature Restaurant	\$21.00	\$24.49	\$25.60	\$26.51	\$26.60	\$27.58	\$26.60	\$27.58	\$27.60	\$28.14	\$28.60	\$29.27	\$29.60	\$30.45
Attraction Artist	\$15.50	\$20.35	\$17.50	\$22.35	\$17.50	\$22.35	\$17.50	\$23.35	\$18.50	\$23.85	\$19.50	\$24.85	\$20.50	\$25.85
Attraction CM	\$15.00	\$19.37	\$17.00	\$21.37	\$17.00	\$21.37	\$17.00	\$22.37	\$18.00	\$22.87	\$19.00	\$23.87	\$20.00	\$24.87
Attraction CM Jungle Cruise			\$17.50	\$21.87	\$17.50	\$21.87	\$17.50	\$22.87	\$18.50	\$23.37	\$19.50	\$24.37	\$20.50	\$25.37
Attraction CM KSR	\$16.00	\$20.37	\$18.00	\$22.37	\$18.00	\$22.37	\$18.00	\$23.37	\$19.00	\$23.87	\$20.00	\$24.87	\$21.00	\$25.87
Attraction CM Trails	\$15.50	\$19.87	\$17.50	\$21.87	\$17.50	\$21.87	\$17.50	\$22.87	\$18.50	\$23.37	\$19.50	\$24.37	\$20.50	\$25.37
Banquet Facility High Rate Override	\$15.00	\$20.43	\$17.00	\$22.43	\$17.00	\$22.43	\$17.00	\$23.43	\$18.00	\$23.93	\$19.00	\$24.93	\$20.00	\$25.93
Boutique CM	\$15.25	\$19.80	\$17.25	\$21.80	\$17.25	\$21.80	\$17.25	\$22.80	\$18.25	\$23.30	\$19.25	\$24.30	\$20.25	\$25.30
Bus Driver	\$18.00	\$22.96	\$20.50	\$24.96	\$21.50	\$25.96	\$21.50	\$25.96	\$22.50	\$26.48	\$23.50	\$27.54	\$24.50	\$28.65
Bus Driver Dispatcher²	\$19.50	\$24.50	\$22.25	\$26.71	\$23.25	\$27.71	\$23.25	\$27.71	\$24.25	\$28.23	\$25.25	\$29.29	\$26.25	\$30.40
Character Attendant	\$15.00	\$19.39	\$17.00	\$21.39	\$17.00	\$21.39	\$17.00	\$22.39	\$18.00	\$22.89	\$19.00	\$23.89	\$20.00	\$24.89
Character Captain²	\$16.45	\$21.81	\$19.30	\$23.86	\$19.30	\$23.86	\$19.30	\$24.86	\$20.30	\$25.36	\$21.30	\$26.36	\$22.30	\$27.36
Character Performer	\$15.55	\$20.11	\$17.55	\$22.11	\$17.55	\$22.11	\$17.55	\$23.11	\$18.55	\$23.61	\$19.55	\$24.61	\$20.55	\$25.61
Children Activities CM	\$15.00	\$19.65	\$17.00	\$21.65	\$17.00	\$21.65	\$17.00	\$22.65	\$18.00	\$23.15	\$19.00	\$24.15	\$20.00	\$25.15
Chocolatier	\$19.40	\$22.50	\$23.50	\$24.50	\$24.50	\$25.50	\$24.50	\$25.50	\$25.50	\$26.01	\$26.50	\$27.06	\$27.50	\$28.15
Construction Sewing Specialist 1	\$15.40	\$20.55	\$17.40	\$22.55	\$17.40	\$22.55	\$17.40	\$23.55	\$18.40	\$24.05	\$19.40	\$25.05	\$20.40	\$26.06
Construction Sewing Specialist 2	\$15.25	\$20.35	\$17.25	\$22.35	\$17.25	\$22.35	\$17.25	\$23.35	\$18.25	\$23.85	\$19.25	\$24.85	\$20.25	\$25.85
Construction Sewing Specialist 3	\$15.00	\$19.80	\$17.00	\$21.80	\$17.00	\$21.80	\$17.00	\$22.80	\$18.00	\$23.30	\$19.00	\$24.30	\$20.00	\$25.30
Convention Guide	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Cook 1	\$19.00	\$22.08	\$23.10	\$24.08	\$24.10	\$25.08	\$24.10	\$25.08	\$25.10	\$25.59	\$26.10	\$26.62	\$27.10	\$27.69
Cook 1 Pastry/Bakery	\$19.00	\$22.08	\$23.10	\$24.08	\$24.10	\$25.08	\$24.10	\$25.08	\$25.10	\$25.59	\$26.10	\$26.62	\$27.10	\$27.69
Cook 1 Pastry/Bakery Signature	\$20.00	\$23.08	\$24.10	\$25.08	\$25.10	\$26.09	\$25.10	\$26.09	\$26.10	\$26.62	\$27.10	\$27.69	\$28.10	\$28.80
Cook 1 Signature Restaurant	\$20.00	\$23.08	\$24.10	\$25.08	\$25.10	\$26.09	\$25.10	\$26.09	\$26.10	\$26.62	\$27.10	\$27.69	\$28.10	\$28.80
Cook 2	\$16.40	\$20.35	\$20.00	\$22.35	\$21.00	\$23.35	\$21.00	\$23.35	\$22.00	\$23.85	\$23.00	\$24.85	\$24.00	\$25.85
Cook 2 Pastry/Bakery	\$16.40	\$20.35	\$20.00	\$22.35	\$21.00	\$23.35	\$21.00	\$23.35	\$22.00	\$23.85	\$23.00	\$24.85	\$24.00	\$25.85
Cosmetologist 1			\$21.00	\$26.38	\$22.00	\$27.44	\$22.00	\$27.44	\$23.00	\$27.99	\$24.00	\$29.11	\$25.00	\$30.28
Cosmetologist 2	\$16.90	\$23.36	\$20.00	\$25.36	\$21.00	\$26.38	\$21.00	\$26.38	\$22.00	\$26.91	\$23.00	\$27.99	\$24.00	\$29.11
Cosmetologist - Barber Shop / Cast Salon			\$20.00	\$25.36	\$21.00	\$26.38	\$21.00	\$26.38	\$22.00	\$26.91	\$23.00	\$27.99	\$24.00	\$29.11
Cosmetology Specialist			\$21.00	\$26.38	\$22.00	\$27.44	\$22.00	\$27.44	\$23.00	\$27.99	\$24.00	\$29.11	\$25.00	\$30.28
Costume Assistant 1	\$15.40	\$20.55	\$17.40	\$22.55	\$17.40	\$22.55	\$17.40	\$23.55	\$18.40	\$24.05	\$19.40	\$25.05	\$20.40	\$26.06
Costume Assistant 2	\$15.25	\$20.35	\$17.25	\$22.35	\$17.25	\$22.35	\$17.25	\$23.35	\$18.25	\$23.85	\$19.25	\$24.85	\$20.25	\$25.85
Costume Assistant 3	\$15.00	\$19.80	\$17.00	\$21.80	\$17.00	\$21.80	\$17.00	\$22.80	\$18.00	\$23.30	\$19.00	\$24.30	\$20.00	\$25.30
Costume CAM Specialist 1	\$23.10	\$28.90	\$24.50	\$31.27	\$25.50	\$32.53	\$25.50	\$32.53	\$26.50	\$33.19	\$27.50	\$34.52	\$28.50	\$35.91
Costume CAM Specialist 2	\$20.05	\$24.73	\$21.45	\$26.76	\$22.45	\$27.84	\$22.45	\$27.84	\$23.45	\$28.40	\$24.45	\$29.54	\$25.45	\$30.73
Costume Specialist	\$15.00	\$19.65	\$17.00	\$21.65	\$17.00	\$21.65	\$17.00	\$22.65	\$18.00	\$23.15	\$19.00	\$24.15	\$20.00	\$25.15
Costume Specialist Sr	\$15.00	\$19.92	\$17.00	\$21.92	\$17.00	\$21.92	\$17.00	\$22.92	\$18.00	\$23.42	\$19.00	\$24.42	\$20.00	\$25.42
Costume Support Specialist 1			\$21.45	\$26.76	\$22.45	\$27.84	\$22.45	\$27.84	\$23.45	\$28.40	\$24.45	\$29.54	\$25.45	\$30.73
Costume Support Specialist 2			\$17.50	\$23.54	\$17.50	\$23.54	\$17.50	\$24.54	\$18.50	\$25.04	\$19.50	\$26.05	\$20.50	\$27.10
Costuming Entertainment CM			\$17.00	\$21.65	\$17.00	\$21.65	\$17.00	\$22.65	\$18.00	\$23.15	\$19.00	\$24.15	\$20.00	\$25.15
Costuming First Hand	\$23.10	\$28.90	\$24.50	\$31.27	\$25.50	\$32.53	\$25.50	\$32.53	\$26.50	\$33.19	\$27.50	\$34.52	\$28.50	\$35.91
Costuming Operations CM			\$17.00	\$21.65	\$17.00	\$21.65	\$17.00	\$22.65	\$18.00	\$23.15	\$19.00	\$24.15	\$20.00	\$25.15
Costuming Storage CM			\$17.00	\$21.65	\$17.00	\$21.65	\$17.00	\$22.65	\$18.00	\$23.15	\$19.00	\$24.15	\$20.00	\$25.15
COT 1 Assistant Sous Chef	\$21.35	\$25.35	\$25.95	\$27.43	\$26.95	\$28.53	\$26.95	\$28.53	\$27.95	\$29.11	\$28.95	\$30.28	\$29.95	\$31.50
COT 2 Bus Driver	\$19.50	\$24.10	\$22.00	\$26.11	\$23.00	\$27.16	\$23.00	\$27.16	\$24.00	\$27.71	\$25.00	\$28.82	\$26.00	\$29.98
COT 3 Lifeguard/Monorail/Watercraft	\$17.85	\$23.32	\$19.85	\$25.32	\$19.85	\$25.32	\$19.85	\$26.34	\$20.85	\$26.87	\$21.85	\$27.95	\$22.85	\$29.07
COT 4	\$17.50	\$22.79	\$19.50	\$24.79	\$19.50	\$24.79	\$19.50	\$25.79	\$20.50	\$26.31	\$21.50	\$27.37	\$22.50	\$28.47
Custodial CM	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Custodial CM Campground	\$15.65	\$19.90	\$17.65	\$21.90	\$17.65	\$21.90	\$17.65	\$22.90	\$18.65	\$23.40	\$19.65	\$24.40	\$20.65	\$25.40
Custodial CM TCU	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Custodial CM Utility	\$15.40	\$19.65	\$17.40	\$21.65	\$17.40	\$21.65	\$17.40	\$22.65	\$18.40	\$23.15	\$19.40	\$24.15	\$20.40	\$25.15
Custodial CM Utility TCU	\$15.40	\$19.65	\$17.40	\$21.65	\$17.40	\$21.65	\$17.40	\$22.65	\$18.40	\$23.15	\$19.40	\$24.15	\$20.40	\$25.15
Custodial Water Tank/Trash Truck	\$16.05	\$21.86	\$20.50	\$23.86	\$21.50	\$24.86	\$21.50	\$24.86	\$22.50	\$25.36	\$23.50	\$26.38	\$24.50	\$27.44
Data Maintenance	\$16.25	\$20.62	\$18.50	\$22.87	\$18.50	\$22.87	\$18.50	\$23.87	\$19.50	\$24.37	\$20.50	\$25.37	\$21.50	\$26.37
Data Maintenance Floral	\$16.25	\$20.64	\$18.50	\$22.89	\$18.50	\$22.89	\$18.50	\$23.89	\$19.50	\$24.39	\$20.50	\$25.39	\$21.50	\$26.39
Embroidery Specialist			\$17.50	\$23.54	\$17.50	\$23.54	\$17.50	\$24.54	\$18.50	\$25.04	\$19.50	\$26.05	\$20.50	\$27.10
Entertainment Tech 1	\$21.25	\$27.69	\$22.75	\$29.96	\$23.75	\$31.16	\$23.75	\$31.16	\$24.75	\$31.79	\$25.75	\$33.07	\$26.75	\$34.40
Entertainment Tech 2	\$19.40	\$25.47	\$20.90	\$27.55	\$21.90	\$28.66	\$21.90	\$28.66	\$22.90	\$29.24	\$23.90	\$30.41	\$24.90	\$31.63
Entertainment Tech 3	\$18.00	\$23.75	\$20.00	\$25.75	\$21.00	\$26.78	\$21.00	\$26.78	\$22.00	\$27.32	\$23.00	\$28.42	\$24.00	\$29.56
Entertainment Tech 4	\$16.65	\$21.91	\$18.25	\$23.91	\$19.25	\$24.91	\$19.25	\$24.91	\$20.25	\$25.41	\$21.25	\$26.43	\$22.25	\$27.49
Entertainment Tech Rigger	\$24.25	\$31.07	\$25.75	\$33.62	\$26.75	\$34.97	\$26.75	\$34.97	\$27.75	\$35.67	\$28.75	\$37.10	\$29.75	\$38.59
Environmental Recycling CM	\$15.50	\$20.75	\$17.50	\$22.75	\$17.50	\$22.75	\$17.50	\$23.75	\$18.50	\$24.25	\$19.50	\$25.25	\$20.50	\$26.26
Fishing Guide	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Floral Designer 1	\$15.80	\$21.91	\$17.80	\$23.91	\$17.80	\$23.91	\$17.80	\$24.91	\$18.80	\$25.41	\$19.80	\$26.43	\$20.80	\$27.49
Floral Designer 2	\$15.00	\$19.92	\$17.00	\$21.92	\$17.00	\$21.92	\$17.00	\$22.92	\$18.00	\$23.42	\$19.00	\$24.42	\$20.00	\$25.42
Floral CM	\$15.00	\$19.39	\$17.00	\$21.39	\$17.00	\$21.39	\$17.00	\$22.39	\$18.00	\$22.89	\$19.00	\$23.89	\$20.00	\$24.89
Floral Sales CM	\$15.00	\$19.84	\$17.00	\$21.84	\$17.00	\$21.84	\$17.00	\$22.84	\$18.00	\$23.34	\$19.00	\$24.34	\$20.00	\$25.34
Food & Beverage CM	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Food & Beverage Steward	\$15.00	\$19.30	\$18.00	\$21.30	\$19.00	\$22.30	\$19.00	\$22.30	\$20.00	\$22.80	\$21.00	\$23.80	\$22.00	\$24.80
Food & Beverage Steward PEO	\$16.00	\$20.30	\$18.00	\$22.30	\$19.00	\$23.30	\$19.00	\$23.30	\$20.00	\$23.80	\$21.00	\$24.80	\$22.00	\$25.80
Food Handler	\$15.00	\$20.39	\$17.00	\$22.39	\$17.00	\$22.39	\$17.00	\$23.39	\$18.00	\$23.89	\$19.00	\$24.89	\$20.00	\$25.89
Food Service QSR CM	\$15.00	\$19.80	\$17.00	\$21.80	\$17.00	\$21.80	\$17.00	\$22.80	\$18.00	\$23.30	\$19.00	\$24.30	\$20.00	\$25.30
Food Service QSR CM MK	\$15.75	\$20.55	\$17.75	\$22.55	\$17.75	\$22.55	\$17.75	\$23.55	\$18.75	\$24.05	\$19.75	\$25.05		

Addendum A

Non-Tipped Classifications

Job Title	Current		Upon Ratification ¹		Eff 10/1/2023 ¹		Eff 12/3/2023 ¹		Eff 12/1/2024 ¹		Eff 9/28/2025 ¹		Eff 10/4/2026 ¹	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Food Service QSR Spec Bev CM MK	\$16.05	\$20.85	\$18.05	\$22.85	\$18.05	\$22.85	\$18.05	\$23.85	\$19.05	\$24.35	\$20.05	\$25.35	\$21.05	\$26.37
Friendship/Sassagoula CM	\$16.20	\$20.97	\$18.20	\$22.97	\$18.20	\$22.97	\$18.20	\$23.97	\$19.20	\$24.47	\$20.20	\$25.47	\$21.20	\$26.49
Garment Cutter 1	\$15.50	\$21.54	\$17.50	\$23.54	\$17.50	\$23.54	\$17.50	\$24.54	\$18.50	\$25.04	\$19.50	\$26.05	\$20.50	\$27.10
Garment Cutter 2	\$15.25	\$20.35	\$17.25	\$22.35	\$17.25	\$22.35	\$17.25	\$23.35	\$18.25	\$23.85	\$19.25	\$24.85	\$20.25	\$25.85
Gondola CM	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Innovations Presenter	\$16.00	\$20.37	\$18.00	\$22.37	\$18.00	\$22.37	\$18.00	\$23.37	\$19.00	\$23.87	\$20.00	\$24.87	\$21.00	\$25.87
Laundry Advanced Assistant	\$15.00	\$19.65	\$17.00	\$21.65	\$17.00	\$21.65	\$17.00	\$22.65	\$18.00	\$23.15	\$19.00	\$24.15	\$20.00	\$25.15
Laundry Assistant	\$15.00	\$19.39	\$17.00	\$21.39	\$17.00	\$21.39	\$17.00	\$22.39	\$18.00	\$22.89	\$19.00	\$23.89	\$20.00	\$24.89
Laundry Dry Clean/Valet Specialist	\$15.80	\$21.91	\$17.80	\$23.91	\$17.80	\$23.91	\$17.80	\$24.91	\$18.80	\$25.41	\$19.80	\$26.43	\$20.80	\$27.49
Laundry Dry Clean/Valet/Spotter Spec	\$17.45	\$24.05	\$19.45	\$26.06	\$19.45	\$26.06	\$19.45	\$27.11	\$20.45	\$27.66	\$21.45	\$28.77	\$22.45	\$29.93
Laundry Helper	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Laundry Presser	\$15.00	\$19.92	\$17.00	\$21.92	\$17.00	\$21.92	\$17.00	\$22.92	\$18.00	\$23.42	\$19.00	\$24.42	\$20.00	\$25.42
Laundry Specialist	\$15.00	\$19.92	\$17.00	\$21.92	\$17.00	\$21.92	\$17.00	\$22.92	\$18.00	\$23.42	\$19.00	\$24.42	\$20.00	\$25.42
Laundry Specialist Sr	\$15.25	\$20.35	\$17.25	\$22.35	\$17.25	\$22.35	\$17.25	\$23.35	\$18.25	\$23.85	\$19.25	\$24.85	\$20.25	\$25.85
Laundry Systems Operator	\$15.25	\$21.23	\$17.25	\$23.23	\$17.25	\$23.23	\$17.25	\$24.23	\$18.25	\$24.73	\$19.25	\$25.73	\$20.25	\$26.76
Laundry Systems Operator Sr	\$15.80	\$21.91	\$18.25	\$23.91	\$19.25	\$24.91	\$19.25	\$24.91	\$20.25	\$25.41	\$21.25	\$26.43	\$22.25	\$27.49
Laundry Valet Specialist	\$15.25	\$20.35	\$17.25	\$22.35	\$17.25	\$22.35	\$17.25	\$23.35	\$18.25	\$23.85	\$19.25	\$24.85	\$20.25	\$25.85
Lifeguard Advanced Rescue Patrol	\$16.65	\$20.90	\$18.65	\$22.90	\$18.65	\$22.90	\$18.65	\$23.90	\$19.65	\$24.40	\$20.65	\$25.40	\$21.65	\$26.42
Lifeguard Deep Water	\$16.25	\$20.66	\$18.25	\$22.66	\$18.25	\$22.66	\$18.25	\$23.66	\$19.25	\$24.16	\$20.25	\$25.16	\$21.25	\$26.17
Lifeguard Shallow Water	\$15.25	\$19.92	\$17.25	\$21.92	\$17.25	\$21.92	\$17.25	\$22.92	\$18.25	\$23.42	\$19.25	\$24.42	\$20.25	\$25.42
Milliner 1	\$16.90	\$23.36	\$18.90	\$25.36	\$18.90	\$25.36	\$18.90	\$26.38	\$19.90	\$26.91	\$20.90	\$27.99	\$21.90	\$29.11
Milliner 2			\$17.40	\$22.96	\$17.40	\$22.96	\$17.40	\$23.96	\$18.40	\$24.46	\$19.40	\$25.46	\$20.40	\$26.48
Monorail Central Controller	\$18.70	\$24.99	\$20.70	\$27.03	\$20.70	\$27.03	\$20.70	\$28.12	\$21.70	\$28.69	\$22.70	\$29.84	\$23.70	\$31.04
Monorail CM	\$16.45	\$21.60	\$18.45	\$23.60	\$18.45	\$23.60	\$18.45	\$24.60	\$19.45	\$25.10	\$20.45	\$26.11	\$21.45	\$27.16
Ops Sewing Specialist 1	\$15.40	\$20.35	\$17.40	\$22.35	\$17.40	\$22.35	\$17.40	\$23.35	\$18.40	\$23.85	\$19.40	\$24.85	\$20.40	\$25.85
Ops Sewing Specialist 2	\$15.25	\$19.92	\$17.25	\$21.92	\$17.25	\$21.92	\$17.25	\$22.92	\$18.25	\$23.42	\$19.25	\$24.42	\$20.25	\$25.42
Ops Sewing Specialist 3	\$15.00	\$19.65	\$17.00	\$21.65	\$17.00	\$21.65	\$17.00	\$22.65	\$18.00	\$23.15	\$19.00	\$24.15	\$20.00	\$25.15
Parking CM	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Party Facilitator	\$15.00	\$19.65	\$17.00	\$21.65	\$17.00	\$21.65	\$17.00	\$22.65	\$18.00	\$23.15	\$19.00	\$24.15	\$20.00	\$25.15
Pirate	\$15.25	\$19.80	\$17.25	\$21.80	\$17.25	\$21.80	\$17.25	\$22.80	\$18.25	\$23.30	\$19.25	\$24.30	\$20.25	\$25.30
Pool Attendant	\$15.00	\$19.92	\$17.00	\$21.92	\$17.00	\$21.92	\$17.00	\$22.92	\$18.00	\$23.42	\$19.00	\$24.42	\$20.00	\$25.42
Production Support Specialist			\$21.45	\$26.76	\$22.45	\$27.84	\$22.45	\$27.84	\$23.45	\$28.40	\$24.45	\$29.54	\$25.45	\$30.73
Ranch Hand	\$16.30	\$21.91	\$18.30	\$23.91	\$18.30	\$23.91	\$18.30	\$24.91	\$19.30	\$25.41	\$20.30	\$26.43	\$21.30	\$27.49
Ranch Hand Helper	\$15.00	\$19.80	\$17.00	\$21.80	\$17.00	\$21.80	\$17.00	\$22.80	\$18.00	\$23.30	\$19.00	\$24.30	\$20.00	\$25.30
Recreation CM	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Resort Bell Services Dispatcher	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Resort Concierge	\$15.70	\$20.45	\$17.70	\$22.45	\$17.70	\$22.45	\$17.70	\$23.45	\$18.70	\$23.95	\$19.70	\$24.95	\$20.70	\$25.95
Resort Front Desk Service Advisor ²	\$17.20	\$21.97	\$19.45	\$24.20	\$19.45	\$24.20	\$19.45	\$25.20	\$20.45	\$25.70	\$21.45	\$26.70	\$22.45	\$27.70
Resort Hospitality CM	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Resort Housekeeping CM	\$17.00	\$19.62	\$20.00	\$21.62	\$21.00	\$22.62	\$21.00	\$22.62	\$22.00	\$23.12	\$23.00	\$24.12	\$24.00	\$25.12
Resort Houseperson	\$15.75	\$19.62	\$18.50	\$21.62	\$19.50	\$22.62	\$19.50	\$22.62	\$20.50	\$23.12	\$21.50	\$24.12	\$22.50	\$25.12
Resort Spa & Fitness CM	\$15.25	\$19.92	\$17.25	\$21.92	\$17.25	\$21.92	\$17.25	\$22.92	\$18.25	\$23.42	\$19.25	\$24.42	\$20.25	\$25.42
Resort Themed Doorperson	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
SWGS Roamer	\$15.00	\$19.37	\$17.70	\$21.37	\$17.70	\$21.37	\$17.70	\$22.37	\$18.70	\$22.87	\$19.70	\$23.87	\$20.70	\$24.87
Sales CM	\$15.00	\$19.37	\$17.00	\$21.37	\$17.00	\$21.37	\$17.00	\$22.37	\$18.00	\$22.87	\$19.00	\$23.87	\$20.00	\$24.87
Sales CM Personalization	\$15.50	\$19.87	\$17.50	\$21.87	\$17.50	\$21.87	\$17.50	\$22.87	\$18.50	\$23.37	\$19.50	\$24.37	\$20.50	\$25.37
Slide Operator	\$15.00	\$19.37	\$17.00	\$21.37	\$17.00	\$21.37	\$17.00	\$22.37	\$18.00	\$22.87	\$19.00	\$23.87	\$20.00	\$24.87
Vacation Greeter	\$15.00	\$19.25	\$17.00	\$21.25	\$17.00	\$21.25	\$17.00	\$22.25	\$18.00	\$22.75	\$19.00	\$23.75	\$20.00	\$24.75
Vacation Planner	\$15.00	\$20.11	\$17.00	\$22.11	\$17.00	\$22.11	\$17.00	\$23.11	\$18.00	\$23.61	\$19.00	\$24.61	\$20.00	\$25.61
Vacation Planner Fulfillment	\$15.00	\$20.61	\$17.50	\$22.61	\$17.50	\$22.61	\$17.50	\$23.61	\$18.50	\$24.11	\$19.50	\$25.11	\$20.50	\$26.11
Watercraft CM	\$16.85	\$21.87	\$18.85	\$23.87	\$18.85	\$23.87	\$18.85	\$24.87	\$19.85	\$25.37	\$20.85	\$26.39	\$21.85	\$27.45

¹ Cast Members who are statused to a FT STCU role on the day prior to the effective dates listed above will be eligible to receive the designated Common Date Annual increase for their statused classification. For dates relative to ratification, the Sunday prior will be used as the effective date.

² Rates are inclusive of \$1.75 coordinator premium, which will be implemented within 90 days of ratification.

Where applicable, independent Coordinator classifications may also exist at a rate \$1.50 above the relevant classification used as a basis (\$1.75 effective within 90 days of ratification).

The Company may continue and/or implement the following hiring and/or retention initiatives including, but not limited to, hiring and/or retention bonus payments, hiring referral program incentives, relocation assistance, and any other incentive and/or retention initiative deemed appropriate by the Company to meet hiring and retention needs.

Wage rates may be periodically increased for any Classification, but the Company agrees that in such instances, the Company will notify the Union and discuss proposed increases prior to implementation. If the minimum rate is increased above the wage rate of any current Employees in the same classification, the current Employee's rate would be automatically adjusted to at least the new min. rate.

Addendum A

Tipped Classifications

Job Classification	Effective 9/25/2022	Effective 9/24/2023	Effective 9/29/2024	Effective 9/28/2025	Effective 9/27/2026
Banquet Facility CM (T)	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Banquet Server (T) ¹	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Beverage Assistant (T)	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Beverage Captain (T) ¹	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Beverage CM (T)	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Beverage CM Banquets (T) ¹	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Food & Beverage Assistant (T)	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Food & Beverage Captain (T) ¹	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Food & Beverage Dinner Show Server (T) ¹	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Food & Beverage Server (T)	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Golden Oak Server/Bartender (T)	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Resort Bellperson (T)	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Special Service CM (T)	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98

¹ Cast Members meeting criteria defined in FLSA Section 7(i) may be designated as 7(i) exempt.

Non-tipped rates for Cast Members in Tipped classifications:

Vacation, Sick, Holiday, Bereavement, Jury Duty	Food & Beverage Steward rate of pay
Training (Resort Bellperson only):	Resort Hospitality rate of pay
Investagory Suspension (excluding Banquets and Dinner Shows):	Assistant Sous Chef rate of pay
Investagory Suspension (Banquets and Dinner shows only):	Tipped rate plus estimated lost gratuities

The Company may continue and/or implement the following hiring and/or retention initiatives including, but not limited to, hiring and/or retention bonus payments, hiring referral program incentives, relocation assistance, and any other incentive and/or retention initiative deemed appropriate by the Company to meet hiring and retention needs.

WAGES - Addendum A: Non-Tipped Full Time and Part Time Employees

Effective October 2, 2022*:

- Non-tipped employees hired prior to October 2, 2022 receive increases greater of \$1.00 or 4% to their base hourly wage rates

***Effective date is contingent on the execution of a Memorandum of Understanding extending the STCU Full Time Agreement through ratification**

Effective Upon Ratification:

- Non-tipped rates increase to a minimum of \$17.00 with differentials as reflected on Addendum A
- Non-tipped employees receive increases greater of bring to minimum, \$1.00 or 4% to their base hourly wage rates

Effective October 1, 2023 – WAGE ADJUSTED CLASSIFICATIONS ONLY (As defined by attached MOU)

- Minimum rates for Wage Adjusted Classifications increase as reflected on Addendum A
- Non-tipped employees in Wage Adjusted Classifications receive increases greater of \$1.00 or 4% to their base hourly wage rates

Effective December 3, 2023: Employees in Classifications other than Wage Adjusted Classifications

- Non-tipped employees in classifications other than Wage Adjusted Classifications receive increases greater of \$1.00 or 4% to their base hourly wage rates

Effective December 1, 2024:

- Non-tipped rates increase to a minimum of \$18.00 with differentials as reflected on Addendum A
- Non-tipped employees receive increases greater of bring to minimum, \$0.50 or 2% to their base hourly wage rates

Effective September 28, 2025:

- Non-tipped rates increase to a minimum of \$19.00 with differentials as reflected on Addendum A
- Non-tipped employees receive increases greater of \$1.00 or 4% to their base hourly wage rates

Effective October 4, 2026:

- Non-tipped rates increase to a minimum of \$20.00 with differentials as reflected on Addendum A
- Non-tipped employees receive increases greater of \$1.00 or 4% to their base hourly wage rates

LETTERS AND MEMORANDA OF UNDERSTANDING
2022 COLLECTIVE BARGAINING NEGOTIATIONS

For reference purposes only.

One-Time Retroactive Wage Payment Employees in Wage Adjusted Classifications

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" regarding a one-time lump sum payment to employees statused as Full Time in one of the classifications listed below ("Wage Adjusted Classifications") on the date of ratification of the 2022 Full Time Agreement ("Eligible Employees").

Wage Adjusted Classifications

- | | | |
|---|--|------------------------------------|
| • Bus Driver | • Cook 1 Pastry/Bakery Signature | • COT 2 Bus Driver |
| • Bus Driver Dispatcher | • Cook 1 Signature Restaurant | • Custodial Water Tank/Trash Truck |
| • Assistant Sous Chef | • Cook 2 | • Entertainment Tech 1 |
| • Assistant Sous Chef Banquets | • Cook 2 Pastry/Bakery | • Entertainment Tech 2 |
| • Assistant Sous Chef Chocolatier | • Cosmetologist 1 | • Entertainment Tech 3 |
| • Assistant Sous Chef Pastry/Bakery | • Cosmetologist 2 | • Entertainment Tech 4 |
| • Assistant Sous Chef Pastry/Bakery Banquet | • Cosmetologist – Barber Shop / Cast Salon | • Entertainment Tech Rigger |
| • Assistant Sous Chef Pastry/Bakery Signature | • Cosmetology Specialist | • Food & Bev Steward |
| • Assistant Sous Chef Signature Restaurant | • Costume Cam Specialist 1 | • Food & Bev Steward PEO |
| • Chocolatier | • Costume Cam Specialist 2 | • Laundry Systems Operator Sr. |
| • Cook 1 | • Costuming First Hand | • Resort Housekeeping |
| • Cook 1 Pastry/Bakery | • COT 1 Assistant Sous Chef | • Resort Houseperson |

Upon ratification of the Full Time Agreement, Eligible Employees who receive a bring to minimum increase will receive a one-time lump sum payment of the differential between the employee's rate at ratification and the rate effective October 1, 2022, for all hours paid while statused Full Time in their Wage Adjusted Classification between October 1, 2022, and the day prior to ratification.



February 27, 2008

Mr. Harris Raynor
Southern Regional Director
HERE local 737
4405 Mall Blvd Suite 800
Union City, GA 30291

Sent via Fax/mile and Certified Mail

Re: Letter of Intent: Social Security Number Conversion to Perner for use in Labor Systems

This document memorializes the conversations between the Company and the Service Trades Council Union (STCU) regarding the conversion from the use of the Social Security Numbers (SSN) in labor systems to the SAP Personnel Number (PERNER) on September 19, 2007, October 5, 2007, October 26, 2007, November 5, 2007 and February 20, 2008 and the actions that have been taken as a result of those conversations and the necessary systems changes to protect Cast Member identity.

Effective October 25, 2007, Social Security Numbers (SSN) in labor systems were replaced with the SAP Personnel Number (PERNER). This initiative supports the TWDC Information Technology Security Standards which promotes an environment providing maximum protection for our Cast. The PERNER is a Company randomly assigned employee identification number that is secure.

As a result of this change, the process of using the last four digits of the SSN as a tie-breaker, in situations where Cast have the same hire date, will change to the last four digits of the PERNER being the deciding factor. As with the last four of the SSN, the Cast Member with the lower, last four digits of their PERNER will be considered the Cast Member with the higher seniority.

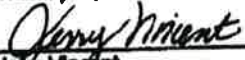
A one-time list of Cast Members that may be negatively impacted has been compiled. The Company will use this list to revert back to the old order of last four SSN as tie breaker using the following criteria:

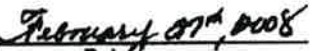
- This will only be offered for Schedule Bids (Days Off), Vacation Bid (Time Off) bids, Layoffs, and Recalls.
- Prior to a schedule or vacation bid, the Scheduling offices will use the one-time list to identify and reverse any Cast Members who previously were higher in bidding order with a specific Cast Member using SSN are now lower using PERNER. This will be completed prior to posting bid appointments.
- The reversal will only be honored in situations where the Cast Members would have previously been in a tie-breaker situation in the scheduling pool at the time the list was pulled.
- A Cast Member will no longer be on the list if at least one of the following three criteria is met:
 - 1. Cast Member permanently leaves the STCU bargaining unit
 - 2. Cast Member terminates from the Company
 - 3. Cast Member's status is changed
- Once a Cast Member is removed from the list, they will not be added back.
- If a Cast Member is displaced through a Company initiative then returns to their previous location where they had a tie-breaker situation, the reversal will be honored (as stated in the second bullet).
- When a new Cast Member transfers into a scheduling pool with the same seniority date as another Cast Member already in the pool, the transferred Cast Member's PERNER, not SSN, applies as the means to establish seniority order.

Until a new technology is available that will require the removal of SSN of Catering Cast, the specific groups in Catering listed below will continue to use SSN as the tie breaker (Banquet Housemen will use PERNER as a tie breaker as they are in a scheduling system that currently utilizes perner). The Company will notify the Union when there are plans to implement a new technology with the Catering group.

- Banquet Servers
- Bartenders
- Captains

Thank you,


Jerry Vincent
Labor Relations


Date

cc: Donna-Lynne Dalton, Secretary-Treasurer, STCU
Brian Lawlor, Vice President, STCU
Ed Chambers, Vice President, STCU
Joe Condo, Vice President, STCU
Eric Clinton, Business Agent, 362
Joseph M. Mast, President, IATSE Local 631
Julie Jerkovich, STCU Coordinator
Mike Stapleton, President, IBT Local 385

Post Office Box 10000 / Lake Buena Vista, Florida 32830-1000

Part of the Magic of The Walt Disney Company · Disney

August 15, 2018

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

RE: Letter of Intent: Statement Redaction & Viewing

Dear Matt,

Pursuant to discussions during the 2017 Service Trades Council Union Main Table Negotiations, this correspondence memorializes the Company's intent with regard to providing witness statements under Article 19 Grievance Procedure of the collective bargaining agreement.

Upon receipt of an Information Request, the Company agrees to provide un-redacted statements to the Union, except in the following circumstances:

- Investigations involving Employee Relations, Advisory & Assurance, or workplace violence
- Investigations deemed "sensitive" by the Company

In these instances, the Company will permit a Business Agent or officer of the Union to review un-redacted statements prior to a grievance meeting.

If anyone other than a Business Agent or officer of the Union requests to view un-redacted statements prior to a grievance meeting or at Step 1 of the Grievance Procedure, the Company agrees to permit the Union Representative (i.e., Shop Steward) to view statements if a confidentiality agreement is signed and on file with Labor Relations.

The Company reserves the right to revert to prior practice regarding the provision of statements.

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



Walt Disney Parks and Resorts U.S.

August 1, 2014

Ed Chambers
Council President, Service Trades Council Union
705 East Orange Street
Lakeland, FL 33801

RE: **Letter of Intent: Coordinator Designation (Non-Status Coordinator Proficiency)**

Dear Ed,

Pursuant to discussions during the 2014 Service Trades Council Union Main Table Negotiations, this correspondence memorializes the Company's intent with regard to Cast Members designated with the Coordinator proficiency.

Selection

Cast Members interested in consideration for the Coordinator proficiency, must express an interest to their leader who will determine if a Cast Member can become Coordinator proficient.

In order to be considered for designation, the Cast Member must meet the Coordinator guidelines:

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; and
3. In the event candidates are deemed to have equal qualifications, seniority shall be the determining factor.

Utilization

STCU Cast designated by their leader will carry the "Coordinator proficiency" and may be scheduled for Coordinator shifts based on business needs.

Removal of Proficiency

This is not a status role. Management has the discretion to remove the Coordinator Proficiency based on business needs or Cast Member performance.

 8/7/14
J. Robbin Almand Date

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

August 15, 2018

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

RE: Letter of Intent: Blocking of Shift Trades/Shift Give Aways

Dear Matt,

Pursuant to conversations during 2017 STCU Main Table Negotiations, this correspondence documents the Company's intent regarding the practice of temporarily blocking a Cast Member's ability trade or give away shifts.

The Company no longer intends to apply blocks on a Cast Member's ability to trade or give away shifts. The Company reserves the right to continue to review each individual request for a shift trade or give away based on business needs.

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

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



WALT DISNEY World Co.

October 30, 2008

Harris Raynor
Service Trades Council Union President
UNITE HERE! Local 737
4405 Mall Blvd, Suite 600
Union City, GA 30291

Sent via FedEx and Hand-Delivered

RE: Letter of Notification / Bi-Monthly STCU Meeting on August 6, 2008

- (1) Trespassed Terminated Cast Members Relative to Scheduling and Conducting Grievance Meetings**
- (2) FT Cast Member Call Sick Free Days Relative to Medical Leave of Absence (MLOA)**
- (3) PT Cast Member Consecutive Absences**
- (4) FT Cast Member Call Sick Absences Immediately Before and After a Vacation**

Dear Harris,

This document reflects the Company's interpretative application of the Service Trades Council Union (STCU) Contract relative to the above-noted topics as discussed at the STCU Bi-Monthly meeting held on August 6, 2008.

1. Trespassed Terminated Cast Members Relative to Scheduling and Conducting Grievance Meetings:

- In situations whereby the Company previously issued a trespass warrant to a Terminated Cast Member, the Union and the Company will discuss and agree upon a neutral location off WDW property to conduct the Grievance Meeting.
- In circumstances where a Cast Member's termination was a result of a workplace violence threat or situation, the Company and representing Union Affiliate will discuss and determine on a case-by-case basis how to proceed with scheduling and conducting the Grievance Meeting.

2. FT Cast Member Call Sick Free Days (CSFD) Relative to a MLOA

- As the Company represented at the August 6, 2008 Meeting, if a Cast Member calls-sick (i.e., illness or injured for more than five [5] consecutive days) the Cast Member will be expected to clear through Health Services for the purposes of documenting that the person is fit for duty, prior to returning to work.
- For the purposes of detailing information relative to the application and documentation of CSFD's, please refer to the attached document.



Page 2 of 2.

October 30, 2008

RE: Letter of Notification / Bi-Monthly STCU Meeting on August 6, 2008

3. Part-Time (PT) Cast Members Consecutive Call-Ins (Specifically, with non-scheduled days in between absences)

- When a PT Cast Member calls in sick consecutively with non-scheduled days in between absences, the Company has the right to ask the Cast Member to provide medical documentation to Health Services to validate the illness or injury.
- If the PT Cast Member provides medical documentation to Health validating that the absences were for the same illness/injury, then the Record Card notations will be counted as one (1) consecutive absence.
- Conversely, if the PT Cast Member does not provide medical documentation to Health Services validating the absences were for the same medical illness/injury, the Record Card notations will count as two (2) separate notations.

4. FT Cast Member Call Sick Absences Immediately Before and After a Vacation

- If a FT Cast Member calls in sick immediately before and after a scheduled vacation, and the Cast Member provides medical documentation to Health Services validating that both absences were for the same medical illness/injury, the Record Card notations will be counted as one (1) consecutive absence.
- Conversely, if the FT Cast Member does not provide medical documentation to Health Services validating that both absences were for the same medical illness/injury, the Record Card notations will count as two (2) separate notations.

It is our recommendation that we review the details of this document at our next bi-monthly meeting to reinforce and validate the information to all Affiliates. Thank you for your attention to this matter.

Sincerely,


Phil Bernard
Vice President
Labor Relations

10/30/08
Date

Attachment: Call Sick Free Days (CSFD) – Relative to Medical Leaves of Absence (MLOA)
October 30, 2008

cc: Labor Relations File
Labor Operations

STCU Bi-Monthly Labor/Management Meeting
Call Sick Free Days (CSFD) – Relative to Medical Leaves of Absence (MLOA)
 October 30, 2008
 Page 1 of 3.

This Company Document is being presented to STCU Council for the purpose of defining the following scenarios that only apply to Call-Sick Absences that include CSFDs relative to a MLOA.

These scenarios do not impact the interpretation or application of any other absence scenarios, the attendance matrix, or the Company's MLOA policy.

Scenario Example #1:

DAY	Sunday April 1	Monday April 2	Tuesday April 3	Wednesday April 4	Thursday April 5	Friday April 6	Saturday April 7	Sunday April 8	Monday April 9	Tuesday April 10
CM Reports Absence	Scheduled Day Off	Scheduled Day Off	Sick (1)	Sick (2)	Sick (3)	Sick (4)	Sick (5)	Scheduled Day Off	Scheduled Day Off	Sick (6)
CSFD Application			CSFD (1)	CSFD (2)	CSFD (3)	CSFD (4)	CSFD (5)			CSFD (6)

- Six (6) consecutive call-sick absences require the Cast Member to clear through Health Services prior to return to work; irrespective of initially applying/documenting CSFD's.
RATIONALE: Company directs Cast Member to Health Services to medically validate that the Cast Member is fit to return to work to provide a safe health-conscious workplace for all parties - self, co-workers and guests.
 - If the Cast Member provides medical documentation to Health Services that describes the illness and covers the all the dates absent, indicating that he/she was unable to work from April 3 to April 10 (6 work days) – CSFD will be removed and "returned" to the Cast Member. A MLOA will be applied.
 - If the Cast Member does not provide medical documentation to Health Services that describes the illness and covers the specific dates indicating that he/she was unable to work from April 3 to April 10 (6 work days) – CSFD will remain documented and no MLOA will be applied.
 - If the Cast Member provides medical documentation to Health Services that describes the illness and covers only a portion of the days absent from work (i.e., April 6 to April 10 – 5 days) - CSFD will remain documented and no MLOA will be applied.

STCU Bi-Monthly Labor/Management Meeting
Call Sick Free Days (CSFD) – Relative to Medical Leaves of Absence (MLOA)

October 30, 2008
 Page 2 of 3.

Scenario Example #2:

DAY	Sunday April 1	Monday April 2	Tuesday April 3	Wednesday April 4	Thursday April 5	Friday April 6	Saturday April 7	Sunday April 8	Monday April 9	Tuesday April 10
CM Reports Absence	Scheduled Day Off	Scheduled Day Off	Sick (1)	Sick (2)	Sick (3)	Sick (4)	Sick (5)	Scheduled Day Off	Scheduled Day Off	Sick (6)
CSFD Application			CSFD (1)	CSFD (2)	Sick (3)	Sick (4)	Sick (5)			Sick (6)

- Cast Member only has two (2) remaining CSFD's to apply to reported absences.
- Six (6) consecutive call-sick absences require the Cast Member to clear through Health Services prior to return to work; irrespective of initially applying/documenting CSFD's.
RATIONALE: Company directs Cast Member to Health Services to medically validate that the Cast Member is fit to return to work to provide a safe health-conscious workplace for all parties - self, co-workers and guests.

- If the Cast Member provides medical documentation to Health Services that describes the illness and covers all the dates absent, indicating that he/she was unable to work from April 3 to April 10 (6 work days) – the two (2) CSFD's will be removed and "returned" to the Cast Member. A MLOA will be applied.
- If the Cast Member provides medical documentation to Health Services that describes the illness and only covers dates, April 5 to April 10 (5 work days), indicating that he/she was unable to work those dates – the two (2) CSFDs will remain documented as such and the Cast Member will receive one (1) Call-Sick continuous absence notation on his/her record card. RATIONALE: MLOAs are documented when the Cast Member is absent from work for illness or injury for a minimum period of six (6) consecutive days. Call-Sick absences for five (5) or less consecutive days are documented and applied as one (1) Call-Sick Notation on the Attendance Matrix, irrespective of medical documentation being presented to Health Services.

STCU Bi-Monthly Labor/Management Meeting
Call Sick Free Days (CSFD) – Relative to Medical Leaves of Absence (MLOA)

October 30, 2008

Page 3 of 3.

Scenario Example #3:

DAY	Sunday April 1	Monday April 2	Tuesday April 3	Wednesday April 4	Thursday April 5	Friday April 6	Saturday April 7	Sunday April 8	Monday April 9	Tuesday April 10
CM Reports Absence	Scheduled Day Off	Scheduled Day Off	Call In (1)	Call In (2)	Call In (3)	Call In (4)	Call In (5)	Scheduled Day Off	Scheduled Day Off	Call In (6)
CSFD Application			CFD (1)	CFD (2)	CFD (3)	CFD (4)	CFD (5)			CFD (6)

- Cast Member is not ill and reports his/her absences as Call-In's for six (6) consecutive days. Call Free Days are applied.
- No documentation will be accepted at Health Services for CI Personal days. Likewise, CI Personal days will not be converted to a Personal Leave of Absence.

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

Holidays, Vacations and Scheduling

Memorandum of Understanding Walt Disney Parks and Resorts U.S. And Service Trades Council Union 2014 Full Time Agreement

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

Subsequent to the 2014 negotiations, the Company and STCU mutually agreed to the following:

1. Effective January 1, 2015, Article 20, Section 5 is clarified as follows:

A Cast Member who works on the holiday and fails to work their complete scheduled shift due a release of shift (ROS) shall have the unworked portion of their scheduled shift deducted from their holiday pay. If the Cast Member is granted an early release, the full holiday pay will be granted.

For example:

- If a Cast Member comes in, works ten (10) minutes of an eight (8) hour shift and then leaves due to a ROS, they will receive ten (10) minutes straight time pay and ten (10) minutes holiday pay.

If a Cast Member fails to work their entire shift on a holiday due to tardiness, they shall receive the full holiday pay.

If a Cast Member works their shifts prior to and immediately following a holiday but fails to work their complete scheduled shift on these days due to late or ROS they shall receive the full holiday pay.

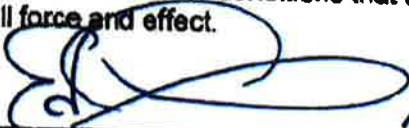
2. The Company will resolve the following two grievances on a non-precedent setting basis and the Union agrees no further grievances shall be filed regarding payment of holiday pay in the event of an ROS or late on the holiday or the shifts scheduled immediately prior to and after a holiday, provided the Company follows the clarification listed in paragraph (1) above.

- Grievance 1051672 (Travis Joyner) – 20 Minutes Holiday pay for July 4, 2013
- Grievance 1060234 (Frantz Jean Pierre) – 6 Hours Holiday pay for September 1, 2014.

3. Article 21, Section 7(c) is clarified as follows:

- During the annual vacation bid, Cast Members who are denied requested vacation dates and indicate their interest to be placed on a wait list, will be placed on a wait list for such dates in the order of the bid (i.e. seniority order)
- Following the annual vacation bid, the Company shall provide Cast Members who are denied a vacation request the opportunity to be placed on a wait list on a first come first serve basis. Placement on the wait list will not be considered a pending request.
- Cast Member's will designate their interest in being placed on a wait list on the proxy form during the vacation bid or through the process for requesting vacations after the bid.
- If a Cast Member requests unavailable vacation dates either during the vacation bid process or following the vacation bid and does not indicate desire to be placed on a wait list, the request will be denied and the Cast Member will not be placed on the wait list.
- For 2015 vacation bids, Cast Members who did not have the opportunity to request placement on the wait list during the vacation bid will be provided a seven day period during which they can request to be placed on the wait list in seniority order for any dates in 2015. Thereafter, all requests will be on a first come first serve basis.

All other terms and conditions that are not hereby clarified or amended are to remain in full force and effect.


 Edward K. Chambers
 Service Trades Council President
 United Food & Commercial Workers Local
 1625

12/2/14
 Date


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

12/2/14
 Date

Regular Full Time Monitoring Period

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And

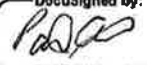
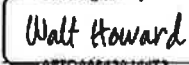
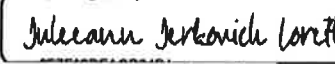
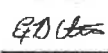
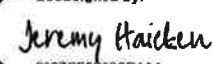
Service Trades Council Union | Full Time Agreement

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 S(a)(l) 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.

 Christie Sutherland Director - Labor Relations Walt Disney Parks and Resorts, U.S.	7-17-23 Date	 Matthew Hollis Services Trades Council Union President Transportation Communications Union/IAM Lodge 1908	7.13.2023 Date
 Paul Cox President International Alliance of Theatrical Stage Employees Local 631	7/13/23 Date	 Walt Howard President International Brotherhood of Teamsters Local 385	7/14/23 Date
 Julecann Jerkovich Loreth Vice President United Food and Commercial Workers Local 1625	7/13/23 Date	 Eric Clinton President UNITE HERE! Local 362	7/14/23 Date
 Jeremy Haicken President UNITE HERE! Local 737	7/14/23 Date		

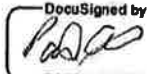
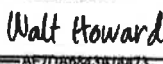
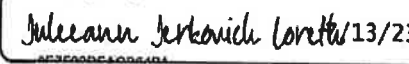
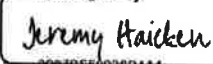
Access of Union Representatives
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
Service Trades Council Union | Full Time Agreement

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 understanding 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.

 7-17-23 Christie Sutherland Director - Labor Relations Walt Disney Parks and Resorts, U.S.	 7.13.2023 Matthew Hollis Services Trades Council Union President Transportation Communications Union/IAM Lodge 1908
 7/13/23 Paul Cox President International Alliance of Theatrical Stage Employees Local 631	 7/14/23 Walt Howard President International Brotherhood of Teamsters Local 385
 7/13/23 Juleann Jerkovich Loreth Vice President United Food and Commercial Workers Local 1625	 7/14/23 Eric Clinton President UNITE HERE! Local 362
 7/14/23 Jeremy Haicken President UNITE HERE! Local 737	

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:

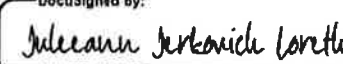
- Upon either party submitting a grievance to arbitration, the parties shall request the Federal Mediation and Conciliation Service to appoint a mediator.
- Selection of the Arbitrator and scheduling of the hearing will continue during the mediation process.
- The parties agree that mediation may be 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.

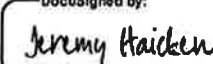
This Memorandum of Understanding expires at the end of the term of the 2022 Full Time STCU Agreement.


7-17-23
Christie Sutherland
Director - Labor Relations
Walt Disney Parks and Resorts, U.S.

DocuSigned by:

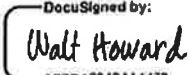
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Paul Cox
President
International Alliance of Theatrical Stage Employees
Local 631

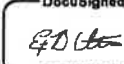
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7/13/23
Juleeann Jerkovich Loreth
Vice President
United Food and Commercial Workers Local 1625

DocuSigned by:

7/14/23
Jeremy Haicken
President
UNITE HERE! Local 737

DocuSigned by:

7.13.2023
Matthew Hollis
Services Trades Council Union President
Transportation Communications Union/IAM Lodge 1908

DocuSigned by:

7/14/23
Walt Howard
President
International Brotherhood of Teamsters Local 385

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7/14/23
Eric Clinton
President
UNITE HERE! Local 362

MOU Article 19 – Joint Standing Committee

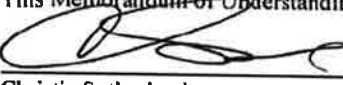
**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
Service Trades Council Union | Full Time and Part Time Agreements**

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").

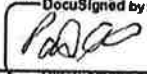
During the course of the 2022 negotiations, the Parties agreed to the following rules and guidelines regarding the Joint Standing Committee ("JSC") reviews:

- 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.

 7-17-23
Date

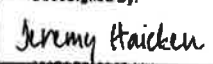
Christie Sutherland
Director - Labor Relations
Walt Disney Parks and Resorts, U.S.

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 7/13/23

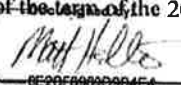
Paul Cox
Date
President
International Alliance of Theatrical Stage Employees
Local 631

DocuSigned by:
 7/13/23

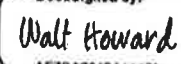
Juleeann Jerkovich Loreth
Date
Vice President
United Food and Commercial Workers Local 1625

DocuSigned by:
 7/14/23

Jeremy Haicken
Date
President
UNITE HERE! Local 737

 7.13.2023
Date

Matthew Hollis
Services Trades Council Union President
Transportation Communications Union/IAM Lodge 1908

DocuSigned by:
 7/14/23

Walt Howard
Date
President
International Brotherhood of Teamsters Local 385

DocuSigned by:
 7/14/23

Eric Clinton
Date
President
UNITE HERE! Local 362

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 STCU 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.

 7-17-23

Christie Sutherland Date

Director - Labor Relations

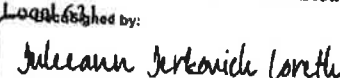
Walt Disney Parks and Resorts, U.S

 7/13/23

Paul Cox Date

President

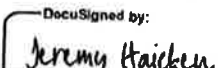
International Alliance of Theatrical Stage Employees

 7/13/23

Julecann Jerkovich Loreth Date

Vice President

United Food and Commercial Workers Local 1625

 7/14/23

Jeremy Haicken Date

President

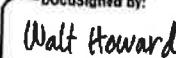
UNITE HERE! Local 737

 7.13.2023

Matthew Hollis Date

Services Trades Council Union President

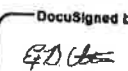
Transportation Communications Union/IAM Lodge 1908

 7/14/23

Walt Howard Date

President

International Brotherhood of Teamsters Local 385

 7/14/23

Eric Clinton Date

President

UNITE HERE! Local 362

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,

A handwritten signature in blue ink, appearing to read 'Christie Sutherland', with a large, stylized loop at the end.

**Christie 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 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

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

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 Reproductive Care and Gender Affirmation

Dear Matt,

As discussed in the 2022 STCU Main Table Negotiations, the Company is not seeking to reduce or eliminate the current level of benefits related to Reproductive Care and Gender Affirmation for the life of the 2022 Collective Bargaining Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christie Sutherland', with a long horizontal flourish extending to the right.

**Christie Sutherland
Director, Labor Relations**

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.

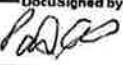
The purpose of a discussion is to inform and/or reinforce the Cast Member with regard to Company policies, operating guidelines, and/or practices. Our leaders are expected to address all Cast Members with respect and dignity during such discussions, including notifying the Cast Member if a discussion 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.


Christie Sutherland
Director - Labor Relations
Walt Disney Parks and Resorts, U.S.

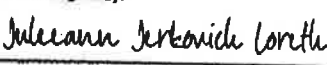
Date

7.19.23

DocuSigned by:

Paul Cox
President
International Alliance of Theatrical Stage Employees Local 621

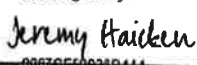
713.23

Date

DocuSigned by:

Julecann Jerkovich Loreth
Vice President
United Food and Commercial Workers Local 1625

7/13/23

Date

DocuSigned by:

Jeremy Haicken
President
UNITE HERE! Local 737

7/14/23

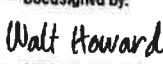
Date

DocuSigned by:

Matthew Hollis
Services Trades Council Union President
Transportation Communications Union/IAM Lodge 1908

7.13.2023

Date

DocuSigned by:

Walt Howard
President
International Brotherhood of Teamsters Local 385

7/14/23

Date

DocuSigned by:

Eric Clinton
President
UNITE HERE! Local 362

7/14/23

Date

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

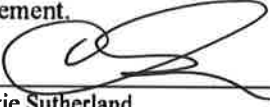
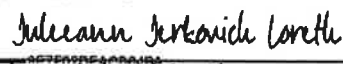
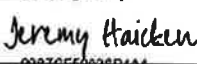
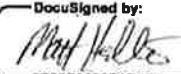
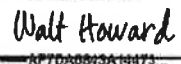
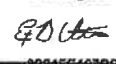
This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the Service Trades Council Union ("Council" or "Union"), collectively referred to as "the Parties."

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, 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 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.

 Christie Sutherland Director - Labor Relations Walt Disney Parks and Resorts, U.S. DocuSigned by:  Paul Cox President International Alliance of Theatrical Stage Employees Local 63 DocuSigned by:  Juleann Jerkovich Loreth Vice President United Food and Commercial Workers Local 1625 DocuSigned by:  Jeremy Haicken President UNITE HERE! Local 737	7/13/23 Date 713.23 Date 7/13/23 Date 7/14/23 Date
 Matthew Hollis Services Trades Council Union President Transportation Communications Union/IAM Lodge 1908 DocuSigned by:  Walt Howard President International Brotherhood of Teamsters Local 385 DocuSigned by:  Eric Clinton President UNITE HERE! Local 362	7.13.2023 Date 7/14/23 Date 7/14/23 Date

Subcontracting

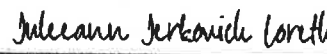
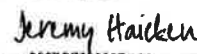
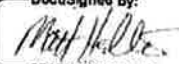
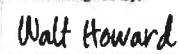
Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And Service Trades Council Union | Full Time Agreement

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.

 Christie Sutherland Director - Labor Relations Walt Disney Parks and Resorts, U.S. DocuSigned by:  Paul Cox President International Alliance of Theatrical Stage Employees Local 631 DocuSigned by:  Juleann Jerkovich Loreth Vice President United Food and Commercial Workers Local 1625 DocuSigned by:  Jeremy Haicken President UNITE HERE! Local 737	7-17-23 Date 713.23 Date 7/13/23 Date 7/14/23 Date
 Matthew Hollis Services Trades Council Union President Transportation Communications Union/IAM Lodge 1908 DocuSigned by:  Walt Howard President International Brotherhood of Teamsters Local 385 DocuSigned by:  Eric Clinton President UNITE HERE! Local 362	7.13.2023 Date 7/14/23 Date 7/14/23 Date

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 may not be used until **ninety (90) days of continuous service**. 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.

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

<u>Calendar year</u> <u>hours worked</u>	<u>Earned sick</u> <u>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. **Sick** leave shall be made available for **their** use during **the** calendar year **in which it is accrued**. 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 **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 **their** scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of **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 **prior year(s)** sick leave and one half (1/2) of sick leave **accrued in the current year**. Terminations for the three (3) categories listed above will be paid 50% **for all 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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 9/3/2023
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Christie Sutherland Date
Director - Labor Relations
Walt Disney Parks and Resorts, U.S

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Matthew Hollis Date
Services Trades Council Union President
Transportation Communications Union/IAM, Lodge 1908

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Paul Cox Date
President
International Alliance of Theatrical Stage Employees
Local 631

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Walt Howard Date
President
International Brotherhood of Teamsters, Local 385

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Julieann Jerkovich Loreth Date
Vice President
United Food and Commercial Workers, Local 1625

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Eric Clinton Date
President
UNITE HERE! Local 362

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 9/23/2023
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Jeremy Haicken Date
President
UNITE HERE! Local 737

September 8, 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 Clarification regarding Vacation Hours, Vacation Scheduling Adjacent to Days Off, and Authorized Days Off (ADOs)

Dear Matt,

As discussed during the course of the 2022 STCU Negotiations, the following clarifies the Company's intent regarding vacation hours, vacation scheduling adjacent to days off, and authorized days off ("ADO").

Vacation Hours

Vacation hours may be utilized by an employee for time missed due to any reason for which sick leave may be applied. When employees apply vacation hours to cover sick leave, the Company will not remove the employee's pre-approved vacation. If the employee has no available paid vacation hours at the time of their approved vacation, such time off will be unpaid.

Vacation Hours Adjacent to Days Off

When vacation is approved adjacent to an employee's bidded regular days off, the regular days off will be frozen at the time of approval. This applies to employees with or without hard coded days off.

Authorized Days Off (ADOs)

Beginning with the January 2023 vacation bid, requests for pre-approved ADO's will be accepted and reviewed quarterly on a first come, first serve basis (a.k.a. ad hoc). The quarterly ad hoc ADO window for the first quarter (January, February and March) will open no sooner than one week after the beginning of the vacation first come, first serve process. Thereafter, the ad hoc ADO process will open no sooner than the month before the applicable quarter (example: open in March for pre-approved time off requests in April, May and June). Wait-listed requests for vacation, regardless of when submitted, will take preference over wait-listed requests for ADO's.

Full-Time employees will not be eligible for more than twenty-five (25) pre-approved ADOs per calendar year. Employees may submit for additional ADOs, which may be approved at the time of schedule production after all other employees' requested benefited time off. After schedule posting, additional ADOs may be approved by local leadership based upon operational need.

Employees are prohibited from working on the date of a pre-approved ADO including picking up a shift or shift trading. Bartering of shifts is never permitted. The Company will explore the ability to electronically block the picking up or trading of shifts on the date of a pre-approved ADO.

Sincerely,



Christie Sutherland
Director, Labor Relations

March 29, 2023

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: Center For Living Well HMO Co-Pay

Dear Matt,

As discussed during the 2022 STCU Main Table Negotiations, this correspondence documents the Company's intent to continue to provide \$10 office visit copays for employees enrolled in CIGNA HMO, Orlando Health HMO, or Advent Health HMO at the Center for Living Well for the life of the Full-Time STCU Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christie Sutherland', with a long horizontal flourish extending to the right.

Christie Sutherland
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

Addendum B-1

UNITE HERE! Local 737

All Food and Beverage, Culinary and Stewarding

The Food and Beverage Policies and Procedures are applicable only when the Cast Member is working in a job classification to which the specific policy applies, e.g., If a Food and Beverage Cast Member transfers from a non-tipped position to a tipped position or vice-versa the applicable guidelines will be applied automatically without having to go through the re-signing process.

There will be a minimum of one (1) schedule bid per year for Food and Beverage Cast Members.

Walkouts, food allergy procedure violations and explanations to the Guest of the gratuity policy shall not result in automatic discipline.

FOOD AND BEVERAGE TIPPED

Service Charge for Parties of Six (6) or more

An eighteen percent (18%) service charge will be included on all guest checks of parties of six (6) or more.

1. The guests will be advised of the policy by the first **Cast Member** (i.e., DRC, Guest Services, Concierge, or Seating **CM**) to accept the guest's reservations.
2. In addition to the above, the policy will be printed on the menus.
3. If a party of six (6) or more, regardless of reservation size, arrives and is seated at the same table and receives separate checks, the automatic service charge shall apply.
4. If a party of six (6) or more arrives and, for whatever reason, is split and seated at separate tables, with the same server regardless of the number of checks, the automatic service charge shall apply.
5. If the party of six (6) or more arrives and, for whatever reason, is split, seated at separate tables with different servers, receives separate checks, and these checks are paid for by separate individuals, the automatic service charge does not apply.
6. In situations where our guests refuse to comply with our policy, it will be the responsibility of the service person to locate a Manager prior to the guests leaving the restaurant so that Management can speak with the guests. If the service person fails to involve a Manager in the situation prior to the guests departing the restaurant, or receives discipline for poor service, the Company will not be responsible for the difference between what the guest left and eighteen percent (18%) of the guest's food and beverage total.
7. The eighteen percent (18%) service charge will be automatically added to the guest check and will be calculated on the food and beverage totals. The server will not be required to inform the guest that a service charge has been included, unless **they are** asked by the guest.
8. A twenty percent (20%) service charge will be automatically added to parties of six (6) or more only at Victoria and Albert's. With exception to the amount of the gratuity, all of the above aforementioned is applicable to Victoria and Albert's.

Gratuities/Fees

1. Gratuities will be paid on food and beverage totals only. Gratuities will not be paid on miscellaneous pricing, including but not limited to merchandise, entertainment, (excluding Hoop-Dee- Doo, and Character Dining restaurants, where entertainment is included in the price), house charges, imaging, etc. Merchandise will only be included in the total food and beverage price for the purpose of gratuity calculation if the Server is required by the Company to handle and deliver merchandise items

to the guest as part of the Guest's dining experience. Gratuities will not be paid on autograph books, pens and disposable cameras.

2. Should the Company decide to reinstate package plans with automatic gratuity included, the parties agree the terms of the addendum expiring on April, 28, 2007 will remain in effect.
3. An automatic gratuity of eighteen percent (18%) will be added for supplemental food and beverage purchased at prepaid venues (i.e., Hoop-Dee-Doo, Cinderella's Royal Table, Princess Tea, Special Pre-paid events such as New Year's Eve at California Grill.
4. The Company agrees to negotiate with the Union, the application of the automatic gratuity for any future pre-paid venues, for the life of this agreement.
5. An automatic eighteen percent (18%) will be added for food and beverage purchased from Pizza Delivery and Private Dining.
6. It is the Company's understanding that when a business requires their guests to pay a Pre-determined charge, which is given to employees of the business, the charges are considered a service charge. Furthermore, service charges are not considered a tip, but rather, are wages paid by the employer. Consequently, the tax code requires the Company to withhold taxes on all service charges.
7. It is the responsibility of all service persons to report one-hundred percent (100%) of their tips and gratuities for income tax purposes. The Company will continue to report eight percent (8%) of the location's gross sales to the government and will withhold tax on the tips and gratuities declared by the employee to the Company. The Company reserves the right to amend and/or alter this position to conform to state and federal laws.
8. Under Wage and Hour laws, the Company is required to report tips and service charges in overtime situations.
9. An eighteen percent (18%) service charge will be added for Company sponsored Cast discounts, e.g. Cast Serving Cast, Cast discounted meals, and Cast Celebration discounted meals. The service charge will be based on the total Food and Beverage charges before any discounts have been applied. This provision does not apply to Tables in Wonderland and-Disney Vacation Club.
10. An automatic gratuity of eighteen percent (18%) will be added for all guests using Tables in Wonderland, based on the retail value of the Food and Beverage.

Transfers for Food and Beverage Tipped Employees

1. A Food and Beverage tipped employee interested in transferring to a new location must:
 - (a) Have twelve (12) months of previous employment in a Food and Beverage tipped classification.
 - (b) Fill out a Food and Beverage tipped transfer form once a year. The employee may indicate on this form a maximum of **ten (10)** restaurants where **they** may wish to transfer.

2. Regular Full Time Server positions

In order to be considered for an open Regular Full Time Server position, the employee must be on the Casting skill code list at the time the requisition is opened. The employee selected for the position will be notified by Casting and automatically transferred to the open position. The position will be filled by eligible Cast in the following order:

- Regular Full Time Food and Beverage **Server*** (T), by seniority.
- Regular Part Time Food and Beverage **Server*** (T), statused to the restaurant with the opening, by seniority.

- **All other Regular Part Time Food and Beverage Server* (T), by seniority.**
- All Regular Full Time Food and Beverage Assistants (T), statused to the restaurant with the opening, by seniority.
- All other Regular Full Time (UNITE HERE Local 737), tipped employees, by seniority.
- All other Regular Part Time (UNITE HERE Local 737), tipped employees, by seniority.
- **All Regular Full-Time Food & Beverage CM, by seniority.**
- All Regular Full Time non-tipped Food and Beverage employees.
- **All Regular Part-Time Food & Beverage CM, by seniority.**
- **All other Regular Part-Time non-tipped Food and Beverage employees.**
- All other Regular Full Time Service Trades Council Union (STCU) employees.
- All other Regular Part Time STCU employees.
- All Non-STCU employees.

***Including Special Service (e.g. Victoria & Albert's and In Room Dining), Dinner Show Servers, and Server Bartender (Golden Oak) for this provision only.**

Server Assistant Positions

In order to be considered for an open Regular Full Time Server Assistant position, the employee must be on the Casting skill code list at the time the requisition is opened. The employee selected for the position will be notified by Casting and automatically transferred to the open position. The position will be filled by eligible Cast in the following order:

- **Regular Full Time Food and Beverage Server Assistant (T), by seniority.**
- **Regular Part Time Food and Beverage Server Assistant (T), statused to the restaurant with the opening, by seniority.**
- **All other Regular Part Time Food and Beverage Server Assistant (T), by seniority.**
- **All other Regular Full Time (UNITE HERE Local 737), tipped employees, by seniority.**
- **All other Regular Part Time (UNITE HERE Local 737), tipped employees, by seniority.**
- **All Regular Full-Time Food & Beverage ~~H/H~~ CM, by seniority.**
- **All Regular Full Time non-tipped Food and Beverage employees.**
- **All Regular Part-Time Food & Beverage ~~H/H~~ CM, by seniority.**
- **All other Regular Part-Time non-tipped Food and Beverage employees.**
- **All other Regular Full Time Service Trades Council Union (STCU) employees.**
- **All other Regular Part Time STCU employees.**
- **All Non-STCU employees.**

Bartender Positions

In order to be considered for an open Regular Full Time Bartender position, the employee must be on the Casting skill code list at the time the requisition is opened. The employee selected for the position will be notified by Casting and automatically transferred to the open position. The position will be filled by eligible Cast in the following order:

- **Regular Full Time Food and Beverage Bartender, by seniority.**
- **Regular Part Time Food and Beverage Bartender, statused to the restaurant with the opening, by seniority.**
- **All other Regular Part Time Food and Beverage Bartender, by seniority.**
- **All other Regular Full Time (UNITE HERE Local 737), tipped employees, by seniority.**

- All other Regular Part Time (UNITE HERE Local 737), tipped employees, by seniority.
 - All Regular Full-Time Food & Beverage CM, by seniority.
 - All Regular Full Time non-tipped Food and Beverage employees.
 - All Regular Part-Time Food & Beverage CM, by seniority.
 - All other Regular Part-Time non-tipped Food and Beverage employees.
 - All other Regular Full Time Service Trades Council Union (STCU) employees.
 - All other Regular Part Time STCU employees.
 - All Non-STCU employees.
3. **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.
 4. Employees transferring to Victoria and Albert's and Golden Oak will be required to participate in an interview with location Management prior to transferring. The final hiring decision remains within Management's discretion.
 5. Golden Oak Server/Bartender (T) shall be placed on a sixty (60) day qualifying period. If the Company determines during the sixty (60) day period that employees performance is not satisfactory, or if the employee requests a return within the sixty (60) days, the Company will return the employee to **their** previous job classification.
 6. **For new property openings, if a tipped employee requests a return within the forty-five (45) day qualifying period, the Company will return the employee to their prior job classification, status, location and seniority date.**
 7. **Tipped employees transferring in the same classification from a Regular Full Time status to Regular Part Time status or Regular Part Time to Regular Full Time status shall be placed on a forty-five (45) qualifying period. If the Company determines during the forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the forty-five (45) days, the Company will return the employee to their prior job classification and location with their former Part Time or Full Time seniority date.**

Work Status and Utilization of Regular Part Time Tipped Employees

Tipped employees will be considered Part Time if they customarily work less than thirty (30) hours per week on an ongoing basis, or if they customarily work thirty (30) hours per week or more but less than seven (7) months per year. The aforementioned definition supersedes the definitions negotiated in the Main Body of both the **2022** Regular Full Time and Regular Part Time Service Trades Council agreements.

Table Service

1. Split shifts may be added to the location's schedule bid at Management's discretion after advance notification and discussion with the Union. Turnabout pay as outlined in Article 11, Section 6 (a) and will be waived.
2. The Company agrees to maintain the current station sizes for existing restaurants and Dinner Shows, for the life of this agreement.
3. The Company agrees to maintain Bussers at 1900 Park Fare, Chef Mickey's and 'Ohana's for the term of the **2022** Collective Bargaining Agreement.

4. **Guest checks will include suggested tip amounts of 18%, 20% and 22%.**

Dinner Shows

1. There will be a minimum of one (1) stocker scheduled per shift at the Luau.
2. The Company agrees not to increase the amount of time spent performing non-tipped duties during the life of this agreement.
3. All Regular Full Time 7(i) dinner show employees are allowed to be cross-utilized between existing dinner shows before CT employees statused to the dinner show or any non-statused dinner show employees are scheduled, provided they have been trained in the other location.
4. The Company agrees to pay all guaranteed gratuities for BEO's when collected, and with respect to all other guaranteed gratuities, they will not be paid unless services are rendered (i.e. entrée has been served).
5. Regular Full Time food and Beverage Dinner Show Servers who are 7(i) and trained in the Catering location may pick up Catering shifts at 11:00 a.m., provided it will not result in overtime or double time at any time during the payroll work week.

Dinner Show Rotation

The following process shall be followed with regard to the rotation of Food and Beverage **Server** at the Hoop-Dee-Doo Review Dinner Shows:

1. Once a Dinner Show Server's vacation schedule has been posted, it may no longer be canceled or modified, without Management approval.
2. Servers who are statused as 7(i) will automatically be scheduled a sixth (6th) day, providing work is available, prior to Part Time Dinner Show Servers, being scheduled to work. Regular Part Time Servers will be scheduled to any remaining shifts based on their availability. If any shifts remain, 7(i) servers who have requested a seventh (7th) day will be scheduled. 7(i) and then non-7(i) servers will be scheduled to any remaining shifts. Servers will be allowed to preference their sixth (6th) and seventh (7th) work day.
3. When the schedule is posted, scheduled Regular Part Time servers and 7(i) servers scheduled on a sixth (6th) or seventh (7th) day will not be assigned to a station.
4. On the day of the show, if all stations are seated, any vacant stations (e.g. vacations, MLOA, etc.) will be covered by the server, (7(i) or Part Time), scheduled to work, but not assigned a station, or the server called to work. This may also be a Regular Full Time or Regular Part Time server. The server called to work will not be told what station(s) are available.
5. On the day of the show, if not all stations are seated, vacant stations (e.g. vacations, MLOA, etc.) will be covered by moving a server from a closed station. A station is considered "closed" when no table within the station has been assigned. Dinner Show Servers will not be moved to cover a call-in if one (1) or more tables within their station are assigned.
6. Every reasonable attempt to contact a Regular Full Time and/or Regular Part Time Dinner Show Server to cover a vacancy will be made, prior to contacting a Casual Limited Employee (CTs).
7. The call line will continue to be utilized to communicate stations that are open.
8. A Dinner Show Server requesting a day off after the schedule has been posted is required to request the time off through the appropriate submittal process. If the request comes on the day prior to the day in question, the Dinner Show Server must still utilize the appropriate submittal process and, in addition, contact a Manager for approval. Day of requests will not be honored.

Private Dining

1. Private Dining, when available, will staff all functions in guest room suites.
2. The Company agrees to maintain Private Dining Bussers for the life of this agreement.
3. A three dollar (\$3.00) fee will be paid for delivery of Private Dining amenities.
4. Private Dining Servers will be paid full gratuity on guest walkouts or if an order is cancelled after the Server has left the Private Dining area, based on the expectation that the Server is providing timely and efficient service.

Miscellaneous Tipped Food and Beverage

1. It is agreed that the provisions of Article 10, Section (2) [guaranteed hours] and Article 11, Sections 4 a and b, (time and one-half), Section 5 (double time) and Section 6 (turnabout pay) of the collective bargaining agreement with STCU may be individually waived by all tipped Regular Full Time and Regular Part Time Cast Members, with the exception of Cast Members who qualify for 7(I) exemption.
2. Any side duties performed by tipped employees beyond sixty (60) minutes per shift, will be paid at the appropriate non-tipped rate of pay.
3. A Table Service Server acting as a trainer will be paid a fifty (\$.50) cents per hour trainer's premium pay, plus 1.5 times **their** hourly tipped rate of pay, plus tips, for all hours worked as a trainer.
4. Bartenders acting as a trainer will be paid an fifty (\$.50) cents per hour trainer's premium pay, plus 1.5 times **their** hourly tipped rate of pay, plus tips, for all hours worked as a trainer.
5. For the life of this agreement, charge tips will be paid out at the end of the shift.
6. All Food and Beverage (T) employees will be eligible to purchase additional long-term disability benefits based on a premium calculated in excess of their statused rate.
7. Prior to the Company opening any temporary or "overflow" dining operations, it will meet with UNITE HERE Local 737 and UFCW Local 1625 to determine by mutual agreement with the Company which employees will staff the operations.
8. **When Regular Part-Time tipped employees are involuntary assigned, reassigned or transferred to the same classification in a different location or a different job classification in accordance with Article 15 of the Part-Time STCU Agreement, the work will be assigned to the junior, available, qualified, on-shift employee.**

Culinary and Stewarding (Heart of the House)

1. It is understood that the responsibility for the placement and removal of grills, ovens, and fryers for beach functions at the resorts is outlined in Addendum B-5. It is also understood that when business needs dictate, all employees including Culinary, will assist in the placement and removal of the grills, ovens and fryers. The Company agrees to provide training for all employees performing such functions.
2. The Company will pay for the initial commercial driver's license for all Food and Beverage employees required to have one
3. All available Regular Full Time Culinary and Stewarding employees within the location will be offered all hours of work prior to scheduling any non-Culinary or non-Stewarding labor. **Scheduled overtime hours will be offered by seniority in the classification and location to employees who have indicated their desire to work scheduled overtime using the established electronic process. For extensions, if all else is equal, the Company will endeavor to offer overtime to the most senior employee.**

4. Culinary stations will have a culinary employee to cook all items on stage. Banquet **Server** will reheat items on stage when deemed necessary by location Management for show quality. Carving will be considered a "Culinary Only" function.
5. If work is available on a Banquet Culinary and/or Stewarding employee's regularly scheduled AM/PM shift, the employee will be offered work based on their seniority in the respective Resort/Theme Park during slow periods prior to being cross-deployed to other locations, such cross deployment shall be on the basis of seniority with senior cast being offered the first opportunity prior to forcing junior cast members, and will also be on the regularly scheduled AM/PM shift where applicable.
6. ★An employee/applicant will be considered for the wage penetration rate based on the following criteria:

(a) The following wage penetration concept will be applied to the Cook 2 classification only:

An employee/applicant will be considered for the wage penetration rate based on the following criteria:

Years of Applicable Food Prep Experience	Wage Penetration Credit Years
1-2 years	1
3-5 years	2
6-8 years	3
9-10 years	4
Management Approval	5

(b) The following wage penetration concept may be applied to the following Food and Beverage job classifications only:

Cook 1

Assistant Sous Chefs

Years of Applicable Food Prep Experience	Wage Penetration Credit Years
1	1
2	2
3	3
4	4
5+	5

★ *This provision only applies to Regular Full Time employees*

7. **Assistant Sous Chefs** will receive the Trainer's Premium Pay for all actual training hours when conducting location orientation to new hires and/or newly transferred employees.
8. Transfers for Culinary Employees
- (a) Culinary employees who transfer to Victoria and Albert's, and Golden Oak will be required to participate in an interview with location management. The final hiring decision remains within management's discretion.
 - (b) All **Assistant Sous Chefs** interested in a transfer to a different location must go through an overview in the new location prior to the offer being made. **Except as noted in paragraph (a) above, the senior qualified employee on the skill code list will be transferred into open culinary positions in the following order:**
 - (1) **Assistant Sous Chef:**
 - Full-time Assistant Sous Chef (including all Assistant Sous Chef classifications) from any location.
 - Full-time Cook 1 (including all Cook 1 classifications) from the same location.
 - Full-time Cook 1 (including all Cook 1 classifications) from any location.
 - Part-time Assistant Sous Chef (including all Assistant Sous Chef classifications) from any location.
 - Full-time employees represented by Local 737
 - Part-time employees represented by Local 737
 - Other qualified full-time employees represented by STCU
 - Other qualified part-time employees represented by STCU

Employees new to any Assistant Sous Chef classification will be placed on a sixty (60) day qualifying period. If the Company determines during the sixty (60) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within sixty (60) days, the Company will return the employee to their prior job classification and location.

- (2) **Cook 1:**
 - Full-time Cook 2 (including all Cook 2 classifications) from the same location
 - Full-time Cook 1 (including all Cook 1 classifications) from any location
 - Full-time Cook 2 (including all Cook 2 classifications) from any location
 - Part-time Cook 1 (including all Cook 1 classifications) from the same location
 - Part-time Cook 1 (including all Cook 1 classifications) from any location
 - Full-time employees represented by Local 737
 - Part-time employees represented by Local 737
 - Other qualified full-time employees represented by STCU
 - Other qualified part-time employees represented by STCU

(3) Cook 2:

- Full-time Cook 2 (including all Cook 2 classifications) from any location
- Full-time Stewarding from the same location
- Full-time Stewarding from any location
- Part-time Cook 2 (including all Cook 2 classifications) from the same location
- Part-time Cook 2 (including all Cook 2 classifications) from any location
- Full-time employees represented by Local 737
- Part-time employees represented by Local 737
- Other qualified full-time employees represented by STCU
- Other qualified part-time employees represented by STCU

Food and Beverage QSR CM non-tipped

1. ★ Food and Beverage **QSR CM** at Disney's All Star Resort, and in locations as determined by the Company, may be eligible to participate in a \$1,000 annual retention bonus program, which may be paid in quarterly installments. The Company will provide advance notification to the Union prior to implementation.
2. QSR locations will utilize Express banking, at Management's discretion.
3. Food and Beverage **QSR CM** will receive a pay premium of twenty-five cents (\$.25) for all hours worked as an O.D.V. Inventory Control **CM**.
4. A QSR premium of seventy-five cents (\$.75) per hour will be paid to Cast Members working in a Magic Kingdom QSR location.
5. Food and Beverage **CMs** will be paid forty cent (\$.40) per hour premium for all hours worked as a General Teller. **Effective ninety (90) days post ratification of the Agreement, this premium will increase to sixty-five cents (\$.65) per hour premium for all hours worked as a General Teller.**
6. Food and Beverage **CMs** will be paid a forty cent (\$.40) per hour premium for all hours worked as an Assignor. **Effective ninety (90) days post ratification of the Agreement, this premium will increase to sixty-five cents (\$.75) per hour premium for all hours worked as an Assignor.**

Food and Beverage Cash Handling Discipline Matrix

Points		
3 Notations in any 30 days	=	One (1) Point Reprimand
6 Notations in any 90 days	=	One (1) Point Reprimand
9 Notations in any 180 days	=	One (1) Point Reprimand
12 Notations in any 365 days	=	One (1) Point Reprimand

- **Cash Handling reprimands will be issued separately from the general five (5) point disciplinary system in Article 18, Section 6.**
- Upon receipt of the 2nd reprimand for a cash handling violation, mandatory retraining in cash handling is required.

★ *This provision only applies to Regular Full Time employees*

- Upon receipt of the third (3rd) point for a cash handling violation and at the employee's request, the employee shall be transferred to a non-cash handling position. Should the employee decide to remain in a cash handling position and reach the fifth (5th) point, the employee will be involuntarily terminated.
- A cash non-procedural variance of seventy-five dollars (\$75.00) or more will result in a two (2) point reprimand.

The Company reserves the right to discipline outside this matrix in cases of dishonesty.

All references to time periods in this matrix refer to continuous work periods.

Procedural Errors are defined as a failure to follow established Cash Handling Standards. Discipline for Procedural Errors shall be issued in accordance to Article 18, Section 6.

Locations with electronic systems

Total Sales Over/Short Entry Allowance

Total Sales	One (1) Notation	Two (2) Notations	Three (3) Notations
\$0.00 - \$1000.00	\$4.60 - \$6.89	\$6.90 - \$10.34	\$10.35+
\$1000.01 - \$2000.00	\$8.05 - \$12.64	\$12.65 - \$17.24	\$17.25+
\$2000.01+	\$11.50 - \$18.39	\$18.40 - \$22.99	\$23.00+

Locations without electronic systems

Total Sales Over/Short Notation Allowance

Total Sales	One (1) Notation	Two (2) Notations	Three (3) Notations
\$0.00 - \$1000.00	\$5.75 - \$9.19	\$9.20 - \$14.94	\$14.95+
\$1000.01 - \$2000.00	\$9.20 - \$13.79	\$13.80 - \$19.54	\$19.55+
\$2000.01 +	\$12.65 - \$18.39	\$18.40 - \$22.99	\$23.00+

Food and Beverage Miscellaneous

All Employees transferring to Victoria and Albert's and Golden Oak will be required to participate in an interview with location Management prior to transferring. The final hiring decision remains within Management's discretion.

HOUSEKEEPING

1. The Company agrees to ensure that lunch/rest periods are granted and that Housekeepers are compensated appropriately. The Housekeeper should notify **their** leader a minimum of two (2) hours prior to the end of **their** shift if **they** will not be able to complete **their** assigned duties without working through the lunch or rest period. The leader will determine whether to supply assistance or to compensate for the time.
2. The Company agrees to reduce a Housekeeper's section size by two (2) rooms when **their** total number of check-outs are within three (3) rooms of **their** fixed section size at all non-DVC Resorts excluding the Grand Floridian, Boardwalk, Contemporary, Polynesian, Yacht and Beach and all Suites Sections. For the Grand Floridian, Boardwalk, Contemporary, Polynesian, Yacht and Beach

and all Suites Sections, a Housekeeper's section size will be reduced by two (2) non-suite rooms or one (1) suite when **their** total number of check-outs are within four (4) rooms or two (2) suites of **their** fixed section size.

3. The Company may require the Housekeepers to set up "special touches" in Resort guest rooms within their daily sections. Special touches include, but are not limited to, the arranging of plush characters, small towel folds, toys, and toothbrush holders.
4. The Company and the Union agree to implement a New Hire Housekeeping Training Process.
5. The Company may utilize Housekeepers to place and/or provide appropriate cleaning and general up-keep for all guest room amenities and collateral as well as guest requested items.
6. Based on Cast Member restrictions and management needs, the Company agrees to provide modified work to Housekeepers during their normal work hours when possible.

Point System

The Company agrees to section assignments (except in cases of low occupancy/vacant rooms). The guaranteed section size for each property is as follows:

Disney's All-Star Resorts	18
Disney's Art of Animation Resort (Regular Rooms)	18
Disney's Art of Animation Resort (All Suite Sections)	9
Disney's Animal Kingdom Lodge	16
Disney's Boardwalk Inn	16
Disney's Caribbean Beach Resort	17
Disney's Contemporary Resort	16
Disney's Coronado Springs	17
Disney's Fort Wilderness Resort	10
Disney's Grand Floridian Beach Resort	14
Disney's Polynesian Resort	16
Disney's Port Orleans (Magnolia Bend & French Quarter)	17
Disney's Port Orleans (Alligator Bayou)	16
Disney's Wilderness Lodge	16
Disney's Yacht and Beach Club Resort	16
Disney's Pop Century Resort	18
Disney Vacation Club Resorts	420 points

The Company and the Union agree to meet, discuss and agree on any changes to the guaranteed section assignments prior to implementation.

Housekeeping section cleaning responsibilities

include:

- Cleaning all aspects of the interior of a guest room/unit and all aspects of the balcony or patio
- Cleaning and maintaining some aspects of the front entrance area including doors, windows and frames

The Company agrees that these responsibilities do NOT include:

- Changing light bulbs
- Plunging commodes
- Washing pargos
- Spot cleaning carpets for more than two (2) small spots
- Changing or cleaning A/C filters in the room/suites

- Flipping mattresses without assistance
- Cleaning of walls if cleaning cannot be achieved through conventional means
- Moving appliances without casters

Incentive Room Payment

1. All Non DVC Rooms will have the ability to offer Housekeepers the option to flex their room section assignments up by one standard room (1) on a daily basis for a six (6) month period and be compensated for the additional rooms. If at any time during the six (6) month period the Company determines the employee's performance is not satisfactory or the employee requests to opt out of the Flex Program the Company will return the employee to their contractual section size. The employee shall be able to re-enroll in the Flex Program after thirty (30) days.

The "Flex-Up" Rates are as follows:

All Non-DVC Rooms	One (1) room = \$1.00 per hour
Disney's Fort Wilderness Resort and Campground and all suites	One (1) room = \$1.50 per hour

2. The pay rate for completion of incentive rooms is as follows:

Single Room Rate: Service - \$9.00 Check-Out - \$13.00
Multi-Room Rate: Service - \$16.00 Check-Out - \$22.00

3. Room incentive pay for cleaning DVC guest rooms (which includes "trash & towel" services) and providing "trash & towel" service only.

	Service	Check-Out	Trash & Towel Service ONLY
Studio	\$9.00	\$13.00	\$4.00
1-Bedroom	\$16.00	\$22.00	\$4.00
2-Bedroom	\$25.00	\$35.00	\$8.00

Forty five (45) Minute Policy

- The Company agrees to allow AM Housekeepers who clean rooms and successfully complete their daily section size, with forty-five (45) minutes or less remaining on their shifts, to leave and be compensated for the balance of their shift.
- Housekeepers who are within their first ninety (90) days, or have not cleaned their full contractual section size, or do not clean rooms, are not eligible to utilize the forty-five (45) minute privilege. Eligibility will not be denied for section size reductions due to authorized classes (e.g. ESOL).
- A single occurrence of poor quality work may result in discipline of the Housekeeper and should not result in loss of their forty-five (45) minute privilege.
- Housekeepers cannot be given an option of losing their forty-five (45) minute privilege or receiving discipline.
- The forty-five (45) minute privilege can be removed for two (2) weeks if there is an overall quality issue or a decline in quality in a Housekeepers work area.

- The loss of the forty-five (45) minute privilege can extend beyond the two (2) week period if the Housekeepers quality of work has not improved to a satisfactory level.
- Removal of the forty-five (45) minute privilege is not a component of discipline and is not part of the grievance process.

Deployment

New Housekeepers will not be eligible to deploy until after five (5) months.

LETTERS and MEMORANDA OF UNDERSTANDING

2022 COLLECTIVE BARGAINING NEGOTIATIONS

UNITE HERE! Local 737

For reference purposes only

**Memorandum of Understanding
Walt Disney Parks and Resorts U.S.
And
Service Trades Council Union
2022 Full Time Agreement
UNITE HERE! Local 737 Addendum**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 737 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The Parties have met and agreed on the below terms with regards to the scheduling of: Assistant Sous Chef, Assistant Sous Chef Pastry/Bakery, Assistant Sous Chef Signature Restaurant, Cook 1, Cook 1 Pastry/Bakery, Cook 1 Signature Restaurant, Cook 2, Cook 2 Pastry Bakery, Food & Beverage Steward Coordinators, and Food & Beverage Stewards:

1. During the scheduling bid process, employees in the classifications listed above (excluding Banquets) will bid on days off and AM, PM or Float. There will be a reasonably equitable distribution of days off and shifts based on operational needs.
 - AM shifts will be scheduled to begin prior to 12 Noon
 - PM shifts will be scheduled to begin on or after 12 Noon
2. Food Handlers will bid for days off.
3. The Company will commence a schedule bid no later than one hundred and twenty (120) days post ratification.
4. All other sections of Article 10 – Hours of Work, Section 5 Work Week and Article 13– Seniority and Work Status, Section 2 Principles of Seniority shall remain.

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



Emily Wilcheck
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/17/2023
Date



Isaie Marc
Director
UNITE HERE! Local 737

7/12/2023
Date

Disney Springs Ganachery
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
UNITE HERE! Local 737

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 737 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and Unite Here Local 737 mutually agree to renew the 2017 Memorandum of Understanding regarding the Ganachery at Disney Springs.

- All open positions will require a secondary interview to be considered for transfer.
- All Assistant Sous Chef Chocolatier and Chocolatiers will be required to successfully complete all training and assessments required by the Company.
- In the event a Cast Member cannot adequately complete the training and/or assessments, the Company may at its sole discretion:
 - a) Require immediate transfer back to their previous classification during the qualifying period (see below); or
 - b) Terminate (applies only to new hires outside the Company)
- The Company agrees to review the assessment with Unite Here Local 737.
- All Cast Members utilized in the Ganachery, including transfers, shall be placed on a ninety (90) day qualifying period. If the Company at its sole discretion determines during the ninety (90) day qualifying period that the Cast Member's performance is not satisfactory, or if the employee requests a return within ninety (90) days, the Company will return the employee to his/her prior job classification.
- In the event that the Cast Member was a new hire, the Cast Member may be referred to casting to find a new role and/or separated from the Company.

The Company and the Union agree that this agreement is non-precedent setting and agree that this Memorandum of Understanding will expire at the conclusion of the 2022 Service Trades Council (STCU) Agreement.

Should this reflect your understanding of our agreement, please signify by signing below

Emily Wilcheck 7/17/2023
Emily Wilcheck Date
Sr. Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

ISAIE Marc 7/12/2023
Isaie Marc Date
Director
UNITE HERE! Local 737

Dining Certificates for Culinary and Stewarding H/H's

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
UNITE HERE! Local 737**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 737 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations the Company and Unite HERE Local 737 mutually agree to renew the 2017 Memorandum of Understanding recognizing that Culinary and Stewarding H/H's eligible for receiving a daily dining certificate will be able to redeem them individually or combined throughout the week of issue.

The dining certificates will remain non-transferable.

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

Emily Wilcheck 7/17/2023
Emily Wilcheck Date
Sr. Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

Isaie Marc 7/12/2023
Isaie Marc Date
Director
UNITE HERE! Local 737

Tipped Food & Beverage Employee Recall

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
UNITE HERE! Local 737 Addendum**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 737 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and the Union mutually agree to the following regarding the recall rights of Tipped Food & Beverage employees:

- Furloughed and Laid-off Tipped Food & Beverage employees who were recalled to their pre-furlough statused classification but have not returned to their pre-furlough statused location will automatically transfer into their pre-furlough statused location in seniority order when a position becomes available.
- The above shall not apply to Tipped Food & Beverage employees who have transferred to a new location through transfer genie, a displacement bid or settlement agreement.

This Memorandum of Understanding expires at the end of the term of the 2022 STCU Collective Bargaining Agreement.



Emily Wilcheck Date
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.



Judith Pascual Date
Director
UNITE HERE! Local 737

March 29, 2023

Judith Pascual
Director, UNITE HERE Local 737
7800 Southland Blvd., Unit 157
Orlando, Florida 32809

Re: Letter of Intent Regarding Vacation Qualifications for Food & Beverage Tipped Cast Members

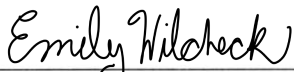
Dear Judith:

As we discussed in our conversation during the 2022 UNITE HERE Local 737 Addendum negotiations the Company reiterates the Company's intent regarding Vacation Qualifications for Food & Beverage Tipped employees:

- During the vacation bid process, Tipped Food & Beverage employees will be permitted to designate the total number of vacation hours they are entitled to based on their longevity/continuous Company service.
- Any remaining approved hours will be honored as unpaid time off if the employee has not accrued enough vacation hours at the time of the vacation. Additionally, this unpaid time off will be calculated toward the 30-hour Full-Time benefit threshold requirements.
- Any vacation requests submitted outside of the Vacation Bid process:
 - Will be evaluated based on operational business needs
 - Approved on a first-come, first-serve basis
 - Unpaid approved time off will not be calculated toward the 30-hour Full Time Benefit threshold requirements.

This Letter of Intent will expire at the end of the 2022 STCU Collective Bargaining Agreement. Thank you.

Sincerely,



Emily Wilcheck
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.



March 29, 2023

Judith Pascual
Director, UNITE HERE Local 737
7800 Southland Blvd., Unit 157
Orlando, Florida 32809

Re: Letter of Intent Regarding Tipped Food and Beverage Server and Server Assist. Schedule Bids (Theme Parks)

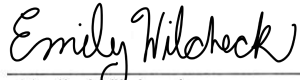
Dear Judith:

As discussed in the 2022 UNITE HERE Local 737 Addendum negotiations, the Company intends to implement the following for Tipped Food & Bev Service and Tipped Food & Bev Assistant schedule bids following ratification:

In restaurant locations at the Theme Parks that will offer all three (3) Breakfast, Lunch, and Dinner meals periods during the bid cycle, Tipped Servers and Server Assistants will bid for days off by AM and PM lines.

This Letter of Intent will expire at the end of the 2022 STCU Collective Bargaining Agreement.

Sincerely,



Emily Wilcheck
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.



Part Time Server Scheduling Pilot
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
UNITE HERE! Local 737 Addendum

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 737 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

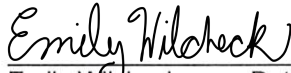
During the course of the 2022 negotiations, the Parties discussed the concept of a pilot project concerning the scheduling methodology for Regular Part Time tipped Food and Beverage employees.

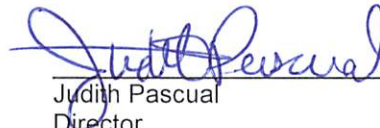
The Parties intend to meet to discuss this pilot within 90 days of ratification of the 2022 Part Time STCU contract. Possible subjects to discuss include, but are not necessarily limited to, the following:

- Equitable distribution and seniority-based scheduling
- Scheduling outside of "core" days of availability

Locations to be included in the pilot will be mutually agreed upon in writing. No pilot will begin without mutual written agreement between the Union and the Company.

This Memorandum of Understanding expires at the end of the term of the 2022 STCU Collective Bargaining Agreement.

 7/17/2023
Emily Wilcheck Date
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

 July 12, 2023
Judith Pascual Date
Director
UNITE HERE! Local 737

March 29, 2023

Judith Pascual
Director, UNITE HERE Local 737
7800 Southland Blvd., Unit 157
Orlando, Florida 32809

Re: Letter of Intent Regarding Food and Beverage Tipped

Dear Jeremy:

As discussed during the 2022 UNITE HERE Local 737 Addendum negotiations, the Company commits to implement the following upon ratification of the Full Time STCU Agreement:

Proficiencies and Cross-Training

The Company intends to remove proficiencies of tipped food and beverage employees after 45 days of transferring out of a location. The Company further intends to limit cross-training of tipped employees from outside of the location to where appropriate to support operational needs. Cross-training opportunities will be posted by property, with the intent that cross-training will be focused on tipped employees statused to locations within that specific property.

The Company will perform a semi-annual audit of proficiencies outside of the location to determine if the proficiencies should be continued based on operational needs.

Day-of Coverage Adjustments

It is the Company's intent to first contact tipped employees statused to the location to fill day-of coverage needs.

Sincerely,



Emily Wilcheck
Sr. Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.



March 29, 2023

Jose Castro
Director, UNITE HERE Local 737
7800 Southland Blvd., Unit 157
Orlando, FL 32809

Re: Letter of Clarification on Housekeeping Topics

Dear Jose:

As discussed in the 2022 UNITE HERE Local 737 Housekeepers Addendum negotiations, the Company provides the following clarification regarding the following Housekeeping topics:

Deployment

Housekeeping employees who have been deployed and arrived at a second resort will not be re-deployed to a third resort that day. For example, a Housekeeper at All Star who is deployed to Coronado Springs will not then be re-deployed to Old Key West after arriving at Coronado Springs.

Deep Cleans, General Cleans

Deep Clean, General Clean, and Special Project assignments are not part of a Housekeeper's standard board. Special Project assignments do not include areas of focus identified as part of the Housekeeper's standard duties.

"Rush" Rooms

There will be no expectation that a Housekeeper "rush" rooms. The use of the term "rush" within the HotSOS application only identifies priority for the next room assignment on the Housekeeper's board. It is not the intent to have Housekeepers stop after they have started a clean of a guest room for the purpose of cleaning another room unless specifically directed by a leader.

Sincerely,

Emily Wilcheck
Sr. Manager, Labor Relations


7-12-2023

March 29, 2023

Jose Castro
Director, UNITE HERE Local 737
7800 Southland Blvd
Unit 157
Orlando, Florida 32809

Re: Letter of Intent Regarding Resort Housekeeping Pre-Approved Authorized Days Off

Dear Jose:

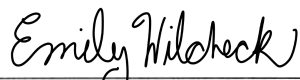
As discussed in the 2022 UNITE HERE Local 737 Housekeepers Addendum negotiations, the following clarifies the Company's intent regarding pre-approved authorized days off ("ADO") for Housekeeping employees:

Housekeeping employees will not be eligible for more than five (5) pre-approved ADOs per calendar year in the first come, first served process. Employees may submit for additional ADOs, which may be approved at the time of schedule production after employees' RDOS and after all other employees' requested benefited time off. After schedule posting, additional ADOs may be approved by local leadership based upon operational need.

Employees are prohibited from working on the date of a pre-approved ADO including picking up a shift or shift trading. Bartering of shifts is never permitted.

This Letter of Intent will expire at the end of the 2022 STCU Collective Bargaining Agreement.

Sincerely,



7/17/2023

Emily Wilcheck
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

Date


7-12-2023

Resort Housekeeping Pilot: Modified Housekeeping Boards

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And UNITE HERE! Local 737

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 737 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

In November of 2019, the Parties agreed to a Memorandum of Understanding rolling out Modified Housekeeping Boards ("2019 Modified Housekeeping Boards MOU") for all WDW Resorts (excluding all DVC resorts/buildings/floors/rooms). The implementation of the 2019 Modified Housekeeping Boards MOU was placed on hiatus with the 2020 closure and subsequent reopening with "enhanced cleaning protocols." The Company intends to end "enhanced cleaning protocols" no later than January 15, 2023. Accordingly, the Parties agree to return to methodology of the 2019 Modified Housekeeping Boards MOU as follows:

1. Housekeepers' section assignments (known as "boards") will be assigned only according to the below Check Out Maximums based on the category of Resort. The Company will explore eliminating from the Housekeeper's view in HotSOS all references to points and minutes in non-DVC Resorts:

Value Resorts (Pop Century, All Star Sports, All Star Music, All Star Movies, Art of Animation)

- No more than 10 checkouts

Moderate Resorts (Caribbean Beach, Coronado Springs, Port Orleans French Quarter, Port Orleans Riverside)

- No more than 9 checkouts

Port Orleans- Alligator Bayou

- No more than 8 checkouts

Deluxe Resorts (Grand Floridian, Animal Kingdom Lodge, Boardwalk, Contemporary, Polynesian, Wilderness Lodge, Yacht and Beach)

- No more than 7 checkouts

All Suite Section (Art of Animation)

- No more than 7 checkouts

Fort Wilderness Cabins (Fort Wilderness)

- No more than 6 checkouts

2. The full modified board make up (showing the number of stayover rooms for each checkout amount) for each specific property/grouping are detailed in Attachment 1.
3. Art of Animation Family Suites are addressed in Attachment 1. Each bay in suites at other resorts will count as a room in accordance with Attachment 2.
4. The Company agrees to reduce a section by one (1) room when a housekeeper is assigned to clean one (1) or more rooms on three (3) or more floors of a building.
5. The Company agrees to reduce one (1) room when a housekeeper is assigned to clean one (1) or more rooms in another building and has a full board. A *building is defined as multiple Guest rooms contained under the same structure. (*Excludes Guest Units, e.g. Fort Wilderness Cabins and Tree House Villas.) If a housekeeper is assigned to clean one (1) or more rooms in more than two (2) buildings, one additional room will be removed for each additional building. For example, if assigned to clean one (1) or more rooms in three (3) buildings, two (2) rooms will be removed from a housekeeper's full board.
6. It is not the Company's intention to regularly require traveling back and forth between floors and/or buildings.


7-12-23

Emily Wilbeck
7/16/2023

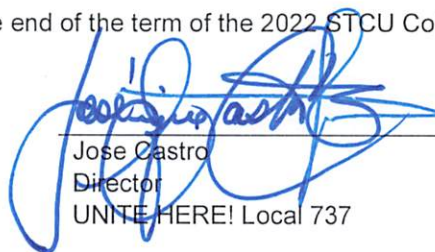
7. No additional cleaning will be required of a VIP room unless directly assigned by a leader. If a leader assigns a Housekeeper additional duties related to a VIP room, the Housekeeper will receive either additional cleaning support from another employee or an appropriate adjustment to their board. Additional duties do not include de minimis tasks (e.g. adding amenities to the room). When additional cleaning is more than de minimis, a leader will meet the Housekeeper in the room to provide detailed instructions.
8. If a housekeeper has completed their assigned section, they shall not be required to work beyond their scheduled departure time due to a room that has a DND service. For example, a Housekeeper with a scheduled shift time of 8:00 am – 4:30 pm that is eligible for the Forty-Five (45) Minute Policy will depart at 3:45 pm.
9. If a housekeeper is required to re-clean an occupied room that later becomes a checkout, the Company will compensate the Cast Member the "buying" rate for a room when a housekeeper has cleaned all rooms on their board within their assigned section. The Company reserves the right to assign such a room to another housekeeper. Housekeepers will not be compensated if the entire section has not been cleaned (e.g. DND, no service).
10. The announcement to the Cast Members about the relaunch will be done jointly by the Union and the Company during a regular morning breakout meeting or other acceptable agreed upon time for each resort. The parties commit to work together in a positive manner to make the relaunch as successful as possible.
11. The Company and Union will schedule monthly Housekeeping Labor Management Committee (LMC) Meetings for a period of six (6) months starting in May 2023 to discuss any learnings, concerns and questions related to the relaunch as well as other housekeeping topics as brought by the parties.
12. Upon request of either party, the Company and Union agree to meet following any renovation, rehab or modification at any resort to discuss the impacts of such changes including any potential board/make up changes (increase or decrease) for that specific property. Any changes to the above modified boards would require agreement of the parties.
13. The parties will adhere to all existing contract language, side letters, letters of intent, etc. during the life of the agreement.
14. Housekeepers' section assignments (known as "boards") will be assigned only according to the attached charts based on the category of Resort.
15. This agreement shall not set any precedent for any future resorts.

This Memorandum of Understanding expires at the end of the term of the 2022 STCU Collective Bargaining Agreement.



Emily Wilcheck
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/17/2023
Date



Jose Castro
Director
UNITE HERE! Local 737

7-12-2023
Date

Attachment 1

Balanced Board Resort Details						
Deluxe Standard (excluding Grand) – Max 16 Rooms				Deluxe Concierge Rooms (excluding Grand) – Max 14 Rooms		
Check Outs	Stayovers	Total Rooms		Check Outs	Stayovers	Total Rooms
0	16	16		0	14	14
1	15	16		1	13	14
2	14	16		2	12	14
3	13	16		3	11	14
4	12	16		4	10	14
5	9	14		5	9	14
6	7	13		6	7	13
7	5	12				
No more than 7 check outs				No more than 6 check outs		
Grand Floridian Standard – Max 14 Rooms				Grand Floridian Concierge Rooms – Max 12 Rooms		
Check Outs	Stayovers	Total Rooms		Check Outs	Stayovers	Total Rooms
0	14	14		0	12	12
1	13	14		1	11	12
2	12	14		2	10	12
3	11	14		3	9	12
4	10	14		4	8	12
5	9	14		5	7	12
6	7	13		6	6	12
7	5	12				
No more than 7 check outs				No more than 6 check outs		



7.12.23

Emily Wilbeck
7/17/2023

Art of Animation Suites – Max 9 Rooms		
Hard Surface		
Check Outs	Stayovers	Total Rooms
0	9	9
1	8	9
2	7	9
3	6	9
4	5	9
5	4	9
6	2	8
7	0	7
No more than 7 check outs		
Fort Wilderness Cabins – Max 10 Rooms		
Check Outs	Stayovers	Total Rooms
0	10	10
1	8	9
2	7	9
3	5	8
4	3	7
5	1	6
6	0	6
No more than 6 check outs		


 7-12-23
 Emily Wilbeck
 7/17/2023

Balanced Board Resort Details						
Value Resorts (All Star, Art) – Max Rooms 18						
Hard Surface				Carpet		
Check Outs	Stayovers	Total Rooms		Check Outs	Stayovers	Total Rooms
0	18	18		0	18	18
1	17	18		1	17	18
2	16	18		2	16	18
3	15	18		3	15	18
4	14	18		4	14	18
5	13	18		5	13	18
6	12	18		6	12	18
7	10	17		7	11	18
8	8	16		8	10	18
9	6	15		9	9	18
10	4	14		10	8	18
No more than 10 check outs				No more than 10 check outs		
Pop Century – Max 18 Rooms						
Check Outs	Stayovers	Total Rooms				
0	18	18				
1	17	18				
2	16	18				
3	15	18				
4	13	17				
5	11	16				
6	9	15				
7	7	14				
8	5	13				
9	3	12				
10	1	11				
No more than 10 check outs						


 7-12-23
 Emily Wildcheck
 7/17/2023

Balanced Board Resort Details						
Moderate (CB, CS, Port) – Max 17 Rooms						
Hard Surface				Carpet		
Check Outs	Stayovers	Total Rooms		Check Outs	Stayovers	Total Rooms
0	17	17		0	17	17
1	16	17		1	16	17
2	15	17		2	15	17
3	14	17		3	14	17
4	12	16		4	13	17
5	10	15		5	12	17
6	8	14		6	11	17
7	6	13		7	9	16
8	4	12		8	6	14
9	2	11		9	4	13
No more than 9 check outs				No more than 9 check outs		
Alligator Bayou – Max 16 Rooms						
Hard Surface				Carpet		
Check Outs	Stayovers	Total Rooms		Check Outs	Stayovers	Total Rooms
0	16	16		0	16	16
1	15	16		1	15	16
2	13	15		2	14	16
3	11	14		3	12	15
4	9	13		4	12	16
5	7	12		5	9	14
6	5	11		6	7	13
7	2	9		7	5	12
8	0	8		8	3	11
No more than 8 check outs				No more than 8 check outs		



7.12.23

Emily Wilbeck
7/17/2023

Attachment 2

Room Category	Room Category	Bays
Animal Kingdom Lodge	1 Bedroom Suite	2
Animal Kingdom Lodge	Royal Kuba VP Suite	4
Animal Kingdom Lodge	2 Bedroom Suite	3
Animal Kingdom Lodge	Royal Asante Presidential	5
Beach Club	1 Bedroom Suite	2
Beach Club	Nantucket VP Suite	4
Beach Club	2 Bedroom Suite	3
Beach Club	Newport Presidential Suite	6
Boardwalk Inn	Garden Room - Outer Building	2
Boardwalk Inn	2 Bedroom Suite - Club Level	3
Boardwalk Inn	2 Bedroom Suite - CL - Wheelchair Accessible	3
Boardwalk Inn	Sonora VP Suite - Club Level	4
Boardwalk Inn	Steeplechase Presidential Suite	5
Contemporary	Garden Wing - Deluxe Room	2
Contemporary	Garden Wing - HS - Wheelchair Accessible	3
Contemporary	Garden Wing - Hospitality Suite Access	3
Contemporary	Theme Park View - 1 Bedroom Suite - Club	3
Contemporary	Garden Wing - 1 BR Suite Access	2
Contemporary	Bay Lake View - 1 Bedroom Suite - Club	3
Contemporary	VP Suite - Bay Lake View	6
Contemporary	Bay Lake View - 2 Bedroom Suite - Club	5
Contemporary	Presidential Suite - Theme Park View	6
Contemporary	Theme Park View - 2 Bedroom Suite - Club	5
Coronado	Junior Suite - King	2
Coronado	Junior Suite	2
Coronado	Tower - Executive Suite	3
Coronado	1 Bedroom Suite - King	3
Coronado	Casitas - 1 Bedroom Suite	3
Coronado	Casitas - Executive Suite	4
Coronado	Tower - Presidential Suite	5
Coronado	Tower - Presidential Suite - Wheelchair Accessible	5
Grand Floridian	Deluxe Room - 2 Queens & Sofa	1
Grand Floridian	Deluxe Room - Main Building	1
Grand Floridian	One Bedroom Suite - Main Building	2
Grand Floridian	Victorian Suite - Main Building	2
Grand Floridian	One Bedroom Suite - Park View, Outer Building	2
Grand Floridian	One Bedroom Suite - Outer Building, Sugar Loaf	2
Grand Floridian	Two Bedroom Suite - Main Building	3
Grand Floridian	Two Bedroom Suite - Sugar Loaf	3
Grand Floridian	Disney Suite - Main Building	3



Emily Wilbeck
7/17/2023

7-12-23

Room Category	Room Category	Bays
Grand Floridian	Two Bedroom Suite - Outer Building, Park View	4
Grand Floridian	Grand Suite - Main Building	3
Polynesian	1 Bedroom Suite	2
Polynesian	Princess Suite	3
Polynesian	Ambassador VP Suite	3
Polynesian	King Kamehameha Suite	3
Wilderness Lodge	Deluxe Room - Club Level Access	2
Wilderness Lodge	Yosemite VP Suite - Club Level	2
Yacht Club	2 Bedroom Suite	3
Yacht Club	Commodore VP Suite	3
Yacht Club	Turret Suite	3
Yacht Club	Admiral Suite	3
Yacht Club	Presidential Suite	6
Yacht Club	Captain's Deck Suite	6


 Emily Wilbeck
 7/6/2023
 7-12-23

September 26, 2022

Isaac Cropp
Director, UNITE HERE Local 737
7800 Southland Blvd., Unit 157
Orlando, FL 32809

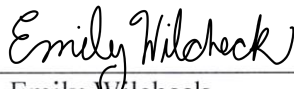
Re: Letter of Intent Regarding Rotation of Duties in Food and Beverage Stewarding, Food Service QSR and Food and Beverage H/H non-tipped

Dear Isaac:

Pursuant to our conversations during 2022 UNITE HERE Local 737 Addendum negotiations, the Company will endeavor based on operational needs to rotate duties and/or provide breaks/lunch periods at least every four (4) hours for Food and Beverage Stewards, Food Service QSR, and Food and Beverage H/H employees.

At the request of the Union or Company, rotation of duties will be placed on the agenda of future Labor Management Committee meetings. Concerns of specific individuals and locations will be discussed on a case-by-case basis as needed.

Sincerely,



Emily Wilcheck
Sr. Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/17/2023
Date



7/13/2023
8:48AM

September 26, 2022

Isaac Cropp
Director, UNITE HERE Local 737
7800 Southland Blvd., Unit 157
Orlando, FL 32809

Re: Letter of Intent Regarding UNITE HERE! 737 Addendum B-1

Dear Isaac:

Pursuant to our conversations during 2022 UNITE HERE! Local 737 Addendum negotiations the parties discussed the following:

1. In Magic Kingdom ODV and Stands Locations, Cast Members are not required to check their schedules prior to clocking in. However, before clocking out from their previous shift, Cast Members will be required to check their schedules to verify the costume needed for their next shift.

Any questions or issues that arise from this topic can be addressed at the Labor/Management Operations and Safety Committee Meetings.

Sincerely,



Emily Wilcheck
Sr. Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/17/2023

Date

 7/12/2023
4:06 PM

September 26, 2022

Isaac Cropp
Director, UNITE HERE Local 737
12211 Regency Village Dr. #12
Orlando, Florida 32821

Re: **Letter of Intent Regarding Utilization of Food and Beverage Stewards in Quick Service
Restaurant (QSR) Locations**

Dear Isaac:

Pursuant to our conversation during the 2022 UNITE HERE Local 737 Addendum negotiations the Company agrees to utilize the Food & Beverage Steward H/H classification in QSR locations where a three (3) compartment sink area is in continual (not intermittent) use throughout operational hours. If Food & Beverage Steward H/H positions remain unfilled, or as daily staffing levels require adjustment, the Company reserves the right to fill vacant shifts with available Food & Beverage QSR H/H's based on operational need.

The Food & Beverage QSR locations where the Company will utilize the Food & Beverage Steward H/H classification will include at least the following:

Disney's Hollywood Studios

Sunset Ranch Market
Backlot Express

Epcot

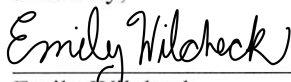
Regal Eagle Smokehouse
Connections Eatery

Magic Kingdom

Tomorrowland Terrace (when operated as seasonal QSR location)
Pecos
Pinocchio Village Haus

This Letter of Intent will expire at the end of the 2022 STCU Collective Bargaining Agreement.

Sincerely,



Emily Wilcheck
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/17/2023

Date

 7/13/2023
8:43AM

September 26, 2022

Isaac Cropp
Director, UNITE HERE! Local 737
7800 Southland Blvd., Unit 157
Orlando, FL 32809

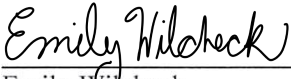
Re: Letter of Intent Regarding Slip Resistant Shoes

Dear Isaac:

Pursuant to our conversation during the 2022 UNITE HERE! Local 737 Addendum negotiations, the Company during the term of the 2022 Service Trades Council Union Agreement will continue a policy requiring employees working in Food and Beverage roles to use slip resistant shoes. In accordance with Article 24, Section 2 of the Agreement, these shoes will be furnished without cost to the employees.

This Letter of Intent will expire at the end of the 2022 STCU Collective Bargaining Agreement.

Sincerely,

	7/17/2023
Emily Wilcheck	Date
Sr. Manager, Labor Relations	
Walt Disney Parks and Resorts, U.S.	

 7/13/2023
8:48 AM

General Teller (GT) and Assignor

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
UNITE HERE! Local 737**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 737 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and UNITE HERE Local 737 mutually understand the agreement reached between the Company and UNITE HERE Local 737 on General Tellers and Assignors.

1. In each location, the Company will first offer GT and Assignor training to Full Time Cast Members that have expressed interest.
2. The training will be offered to Full-Time Cast Members by seniority and within a reasonable period of time following a Cast Member's request.
3. Senior trained and qualified Full-Time Cast Members will be assigned shifts and hours associated with GT and Assignor premiums. In assigning GT and Assignor shifts and hours, the Company will follow the scheduling methodology in place in each location.
4. If shifts and hours associated with GT and Assignor premiums have not been filled by Full-Time Cast Members following Steps 1-3 above, the Company may fill the shifts and hours using the same process for Part-Time Cast Members on a seniority basis.
5. After the Company has exhausted Steps 1-4, the Company may fill the shifts and hours with non-bargaining unit Cast Members (example: CTs or CPs).
6. If, due to operational need, the Company moves a Cast Member from a GT or Assignor position who is scheduled to that position according to steps 1-4 above and the position is reassigned, the Company will pay the Cast Member the appropriate premium rate for all hours worked.

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



Emily Wilcheck
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/17/2023
Date



Isaac Cropp
Director
UNITE HERE! Local 737

7/13/2023 8:48am
Date

Benefits Threshold for Full-Time Tipped Employees

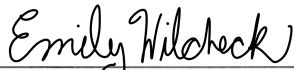
Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And UNITE HERE! Local 737

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 737 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During discussion in the 2022 STCU UNITE HERE! Local 737 addenda negotiations regarding the thirty (30) hour benefits threshold for Full-Time tipped employees who work less than thirty (30) hours per week, the parties agree to continue the following:

- When Food and Beverage tipped employees are notified by the Company that they will be converted to Part Time, they will have an opportunity, through their leaders, to request an exception. All exception requests will be reviewed.
- All approved leaves of absence (including, but not limited to medical, disability, Workers' Compensation and union business leaves) shall be excluded from the calculation.
- Tipped Cast Members who are early released from their scheduled shift by Management due to changes in guest demand, will be given credit towards the thirty (30) hour benefit threshold for the remainder of their scheduled shift.
- For Dinner Show Servers, if released from a show by Management due to changes in guest demand, the Dinner Show Server will be given credit towards the thirty (30) hour benefit threshold for their scheduled time related to the missed show.
- Shift giveaways are not included in this provision.

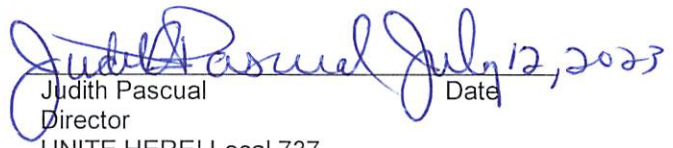
If the above accurately reflects your understanding of our agreement, please signify by signing below. In addition, this Memorandum of Understanding will expire at the end of the 2022 Collective Bargaining Agreement.



Emily Wilcheck
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/17/2023

Date



Judith Pascual
Director
UNITE HERE! Local 737

Date

Addendum B-2

INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T.) Local 385

BUS OPERATIONS (Drivers, *Dispatchers and COT)

Bus Operations Standard

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all accident occurrences must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may require immediate transfer (to another classification) or termination.

In those cases which do not require such action, the Company will utilize the following accident policy:

1. An incident is defined as contact made with an object which results in damage from \$0 - \$1,750. In no case does this apply if injuries are involved. Incidents are not cumulative after two (2) years.
2. Three (3) chargeable incidents equal an accident. Incidents which involve two (2) or more WDW Buses will equal an accident. An accident is defined as contact made with an object which results in damage from \$1,751 - \$17,500.
3. Three (3) chargeable accidents within a three (3) year period will result in removal from a driving position.
4. An accident involving damage in excess of \$17,501 may result in termination or a permanent transfer to a non-driving role.
5. It is the responsibility of all Employees to report any accident as promptly as possible.

Drivers License Violations

A driver's failure to report according to the prescribed time frames listed in Article 18 Section 10, or the Company's discovery through MVR checks of a driver's failure to report within seven (7) months from the date of the infraction will result in disciplinary action, not excluding termination.

Rest Periods

All of the following rest periods to be scheduled as close to the middle of the shift as operationally feasible:

1. Six (6) hour shifts receive one (1) thirty (30)-minute rest period.
2. Any shift less than seven (7) hours will not be scheduled an involuntary lunch.
3. Seven (7) hour shifts receive one (1) forty-five (45)-minute rest period representing one (1) thirty (30)-minute lunch and one (1) fifteen (15)-minute rest period.
4. Eight (8) hour shifts receive one (1) sixty (60)-minute break representing one (1) thirty (30)-minute lunch and two (2) fifteen (15)-minute breaks.
5. Nine (9) hour shifts receive two (2) thirty (30)-minute breaks evenly divided into equal portions representing one (1) thirty (30)-minute lunch and two (2) fifteen (15)-minute breaks.

* Under Addendum 'A' the new classification of 'Bus Driver Dispatcher' shall remain included in the 'Bus Driver' classification for the purposes of seniority and transfer between the two groups. Dispatchers will follow all Coordinator Job Classification Language in Article 12. Section 8 of the STCU contract.

6. Ten (10) hour shifts receive one (1) forty-five (45)-minute break and one (1) thirty (30)-minute break divided into equal portions representing one (1) thirty (30)-minute lunch with a fifteen (15)-minute break, and two (2) fifteen (15)-minute breaks.
7. Shifts eleven (11) hours or greater receive three (3) thirty (30)-minute breaks divided into equal portions representing one (1) thirty (30)-minute lunch, two (2) fifteen (15)-minute breaks, and another two (2) fifteen (15)-minute breaks.

Bus Drivers will have fifteen (15) minutes of pre-trip time for all busses going on route for the first run of the day.

Drivers will be allowed reasonable time to get to and return from break and rest areas. It is understood and agreed that the Company's existing practice is an acceptable standard. Any issues or concerns will be addressed and raised in the Labor Management Committee.

Scheduling

1. ★ Where in person bids are utilized, two (2) Shop Stewards will be present during bidding.
2. ★ Bid shift trading will be permitted thirty (30) days after bids are in effect with appropriate notification to Management.
3. Transfers
 - a. Regular Full Time employees who transfer into Bus Operations from another classification within the STCU contract must wait three (3) years prior to exercising their seniority for schedule bids or pool schedules.
 - b. Any Part Time or non-STCU employee who transfers into the Full Time Bus Driver classification has an effective seniority date on the day of transfer.
4. There will be a minimum of ten (10) hours off between shifts.
5. Scheduling for Walt Disney World Co. Bus Drivers will be done in the following manner:
 - (a) ★ Seventy percent (70%) of employees will receive Bid Lines (Percentage of employees is based on actual headcount at time of schedule bid).
 1. Twenty-five percent (25%) will not vary more than one-half (1/2) hour between start time and one-half (1/2) hour between end times.
 2. Twenty-five percent (25%) will not vary more than two (2) hours between start times and two (2) hours between end times.
 3. Twenty percent (20%) will not vary more than three (3) hours between start times and five (5) hours between end times.
 - (b) ★ Thirty percent (30%) of Employees will be in the pool.
 - (c) ★ "Bid Lines" will be as follows:
 1. Days Off
 - Based on seniority and availability at time of bid, employees will be locked into days off at time of schedule bid with the exception of mandatory overtime
 2. Workweek
 - Based on seniority and availability at time of bid, employees will choose a four (4) or five (5) day workweek
 3. Start and End Time
 - Based on seniority and availability at time of bid, employees will select start and end time for shift. As with current practice, shifts may have variable start and end times based on business drivers (Park hours, Entertainment Schedule, Resort Population).

★ *This provision only applies to Regular Full Time employees*

4. Minimum Hours – Maximum Hours
 - Employees will receive minimum hours and maximum hours for specific bid line for duration of bid. The only exception will be mandatory overtime as with current practice.
5. Dispatcher Positions
 - Dispatcher will bid a specific Dispatcher position
- (d) ★ At least seventy percent (70%) of employees will receive bid lines that are single “Hub” selections. The “Hub” is defined as the area where an employee starts and ends their workday. Employees will be assigned routes to and from all operating areas within their workday regardless of the “Hub” selection.
- (e) Scheduled voluntary overtime will be distributed by seniority based on the current practice as follows:
 1. During schedule bids, employees will identify which off day(s) inclusive of the earliest start and latest end time(s) that they are volunteering to be scheduled for overtime.
 2. Company determines the number of shifts needed
 3. Overtime will be scheduled at time and one-half prior to double time
 4. Shifts will be designated by seniority based on the earliest shift start time and available shift end time
- (f) Mandatory overtime will be distributed as follows:
 1. Determine the number of shifts needed.
 2. Distributed by seniority to volunteers before assignment to non-volunteer senior drivers.
 3. Assign to junior drivers first.
6. The Company and the Union agree to establish a Scheduling Committee composed of two (2) Shop Stewards and one (1) or more members of Management. The purpose of the committee is to review new scheduling practices every two (2) weeks and to prevent the filing of potential grievances.
7. Buses Night Shift Differential

If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, **they** will be paid a differential of seventy-cents (\$.70) per hour in addition to **their** straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window. **Effective no later than ninety (90) days post ratification of the Agreement, if an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, they will be paid a differential of one dollar (\$1.00) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window.**

★ Staffing Openings

Vacancies created by transfer, termination, or retirement will be filled within ninety (90) days by pool drivers. The Company will notify the Union on a monthly basis of all vacancies and when those vacancies are filled and by whom.

★ *This provision only applies to Regular Full Time employees*

Completion of Shift Travel Time

Drivers who complete their shift in other than their designated parking location (as determined by the Company) will be paid for all time spent getting back to their parking location. Company agrees to maintain a reasonable walking distance between parking location and time clock (i.e. equivalent to current standard).

Vehicle Maintenance

The Company agrees to add Vehicle Maintenance as an agenda item to the current Safety Committee agenda.

Bus Operations Management/Shop Steward Meetings

1. The parties agree to establish Management/Shop Steward meetings in the Bus Operations area to maintain open lines of communication and to discuss and resolve issues.
2. The meetings will be scheduled on a monthly basis and will be attended by the Area Executive or **their** designee and a maximum of ten (10) Shop Stewards.
3. The meeting will be scheduled by Management at a time that does not interfere with the daily operation. Shop Stewards attending the meeting during their scheduled shifts will be paid for the time. Shop Stewards who choose to attend the meeting prior to or after their scheduled shifts or on a scheduled day off will not be paid.

BUS TRAINERS

To be considered as a Bus Operations Trainer, an employee must be a Regular Full Time or Regular Part Time Driver with a minimum of two-thousand, eighty (2,080) worked hours in the Bus Driver classification while working as a Regular Full Time or Regular Part Time employee.

TEXTILE SERVICES OPERATIONS

Scheduling

1. ★ Bidding will occur once per year to determine schedules and vacations unless it is deemed operationally necessary to conduct an additional bid(s).
2. Where in person bids are utilized, an IBT Shop Steward will be present during bidding.
3. Employees scheduled six (6) hours or less will not be required to take a lunch period.
4. Shift rotation between Flatwork, Towel Fold, and Catching will be available, as determined by Management.
5. All Textile Services jobs will be posted internally for two (2) weeks. Textile Services employees will transfer internally to open positions, including Regular Part Time employees, before the position goes to Casting, (i.e., post internally to qualified candidates at all plants first, then to Casting.)
6. ★ Vacated bid lines will be filled internally within Textile Services for two (2) bumps.

Food & Beverage Delivery Premium

Linen Handlers who work the Food and Beverage routes shall receive a \$1.00 premium.

★ *This provision only applies to Regular Full Time employees*

Tugger Equipment Premium

Textile Service employees, with the exception of Laundry Advanced Assistants, shall receive a \$.75 premium for hours worked operating the Tugger equipment at the Laundry production facilities only.

Fork Lift Premium

Textile Services employees shall receive a thirty cent (\$.30) premium for hours worked operating the fork lift at the Laundry production facilities only. **Effective ninety (90) days post ratification of the Agreement, Textile Services employees shall receive a forty cents (\$.40) premium for hours worked operating the fork lift at the Laundry production facilities only.**

Textile Services – Management/Shop Steward Meetings

1. Management/Shop Steward meetings will be scheduled on a monthly basis to maintain open lines of communication and to discuss and resolve issues. The meetings will be attended by the Area Manager/Supervisor or designee and a maximum of ten (10) Shop Stewards.
2. The meeting will be scheduled by Management at a time that does not interfere with the daily operation. Shop Stewards attending the meeting during their scheduled shifts will be paid for the time. Shop Stewards who choose to attend the meeting prior to or after their scheduled shifts or on a scheduled day off will not be paid.

RANCH OPERATIONS

1. Regular Full Time employees who transfer or are hired into Ranch Operations must wait three (3) years to exercise their seniority for schedule bids.
2. Regular Full Time employees may bid into a higher classification role if a position is available when it is their time to bid provided they have been trained and approved by Management to perform that role prior to the bid.
3. Employees performing a role in a higher classification will be statused to that classification after six (6) months of continuous work within the higher classification, providing they have been trained, approved, and able to meet the requirements of the classification.
4. Employees not approved in fifty percent (50%) of the roles within a classification will be lowered to the appropriate classification for their skill level after six (6) months.
5. The Company will post open positions at the Ranch two (2) weeks prior to Casting making a hiring decision. The Employees at the Ranch must go through the Casting skill code process.
6. The Company agrees that a member of Management or **their** designee will accompany the Employee when transporting animals off property. When traveling within the State of Florida on Company business, but not hauling animals, Management may choose not to accompany the employee. In such a circumstance the Company will provide appropriate communication (e.g. cell phone).
7. The Company will continue to utilize an overtime sign up sheet and will offer the overtime to the most senior qualified employee and move down the seniority list. Scheduling for unplanned events (i.e. pop-ups) will be based on staff availability at the time of receipt of the function.
8. Parades, special events and filmings may be assigned based on the requests of our clients. Selections will be based on skills and abilities, appearance, and seniority. The final selection will be determined by Management.

Driver Premium

Ranch employees will receive a one-dollar and 25/100 Dollar (\$1.25) pay premium per hour for all hours driving the semi-truck.

Equine Premium

Ranch employees will receive a one dollar (\$1.00) pay premium for all hours driving a six (6) or eight (8) horse hitch, performing as the headless horseman, and/or scheduled and worked training horses. The premium will be paid in one (1) hour increments with no minimum time period. Management will select employees for the above tasks based on skills, abilities, and the animals to be trained or driven.

Coordinator Premium

As determined by Management, Ranch employees who assist with parades, special events or special projects will be paid the Coordinator Premium according to Article 12, Section 8 of the STCU contract for all hours worked during these events.

PARKING

Tram Vehicle Accident Policy- All accident occurrences will be investigated. In those cases where the employee demonstrates negligence, disregard for safety procedures, or other unacceptable behaviors, the Company reserves the right to move the employee to a non-driver role or to proceed with termination.

In those cases, which do not require such action, the Company will utilize the following accident policy:

1. An accident is defined as contact made in a tram vehicle with anything that results in damage.
2. Two (2) accidents, resulting in disciplinary action within a rolling twenty-four (24) month period will result in the employee's mandatory transfer to a non-driving area.
3. It is the responsibility of all employees to report any accident immediately to a manager.

Where in person bids are utilized, an I.B.T. Shop Steward will be present.

Steward Meetings: At the request of the Union, the Company agrees to participate in quarterly steward meetings to discuss and address issues of mutual concern.

Rest Periods: Any shift less than seven (7) hours will not be scheduled an involuntary lunch.

The Company commits that Teamsters Local 385 transportation designated Shop Stewards will be utilized to represent Teamster Local 385 transportation bargaining unit employees, when operationally feasible.

WALT DISNEY WORLD CHARACTER DEPARTMENT

STEWARDS MEETINGS At the request of the Union, the Company agrees to participate in quarterly steward meetings to discuss and address issues of mutual concern.

SELECTION AND AUDITION GUIDELINES

A. SELECTION

The Company reserves the right to select new Character Performers through auditions in the following areas:

1. Movement - Applicant must demonstrate average movement coordination.
2. Self Expression/Improvisation - Applicant must demonstrate ability to perform in a creative and spontaneous manner.

B. CHARACTER DEPARTMENT AUDITIONS

1. The Company reserves the right to select individuals for functions requiring specific talents. Selections will be made on the basis of talent, work record, and seniority for the following areas:

- (a) Stage Shows
- (b) Special Events
- (c) Promotional Tours
- (d) Parades
- (e) Filming and Video Taping

Auditions will be held at least two times per year for any Character Performer wishing to be considered for these functions.

2. Any Character Department auditions scheduled during a normal shift shall be paid as Company time at the appropriate rate. Character Performers shall not be docked any pay or requested to take an Early Release (ER) to attend the audition. Attendance at an audition during a normally scheduled shift is at the sole discretion of Management. No payment shall be made for attendance at an audition that occurs outside the normal scheduled shift. At least once each year, Character Performers may be scheduled for an audition unless their code was updated by attending a voluntary audition. Stated Character Captains may request, through Management, to be scheduled for an audition.
3. The Company shall solicit interest with methods, which could include postings on Character memo boards, Company intranet, etc., for Character Performers who are unable to attend the audition. The sign-up sheet will be posted for a minimum of fourteen (14) days. Where a Character Performer has signed an interest sign-up sheet and is legitimately unavailable to attend the audition, the Company agrees to consider that Character Performer's most recent audition card and/or skills assessment if not more than one year old.

C. DISNEY CHARACTER EVENTS (DCE) ELIGIBILITY AND SELECTION PROCESS

1. In order to be eligible for Disney Character Events (DCE) or to travel, Cast Members must meet the following eligibility guidelines. Deviation from these guidelines is permitted based on operational need.

Eligibility Guidelines:

- (a) Must have been a Regular Full Time Cast Member for at least one (1) year;
 - (b) No more than five (5) attendance entries within the previous six (6) months;
 - (c) No more than one (1) reprimand within the previous six (6) months;
 - (d) Must be within the official height range for the costume requested*;
 - (e) Must have a government issued picture ID (i.e., driver's license). Once in DCE, for trips outside the United States, must have a passport;
 - (f) Must be at least eighteen (18) years of age;
 - (g) Must have participated in a convention/special events audition at least once within the previous twelve (12) months.*
2. A minimum of once annually, Cast Members will be selected for assignment to DCE on the basis of skills and abilities. Should skills and abilities be equal, seniority in the unit shall prevail for selection. Availability to travel, height range requirements for costume and special show requirements will be considered in identifying the composition of DCE Cast Members. A Cast Member's request to leave DCE once assigned will be considered by Management on a case by case basis, and approved at the discretion of Management. DCE selection process will take place once per year, at least fourteen (14) days prior to the start of the Global Casting process.
3. For trips not staffed through DCE, Cast Members will be selected on the basis of skills and abilities. Should skills and abilities be equal, seniority in the unit shall prevail, provided the following criteria are met:
- (a) They meet the eligibility guidelines listed above;
 - (b) They meet scheduling availability guidelines as determined by Management.
- Specifically, Cast Members will be disqualified for trips where:
- (1) They cannot be replaced in a show, parade, event or scheduled shift;
 - (2) The trip conflicts with rehearsals, bid or scheduled vacation.
- (c) They must have successfully completed travel training.
- Deviation from these guidelines is permitted based on operational need.
4. The seniority listing for trips staffed through C. 3. above will be maintained by Character Management and trips will be assigned to the most senior, qualified, eligible Cast Member on the list. Once the Cast Member has taken a trip, **their** name will be crossed off the list and the next most senior, qualified, eligible Cast Member will be assigned. Casting criteria will be considered in selecting personnel for road trips (height range requirement for costume, special show requirements, work record, etc.).
5. Cast Members outside DCE who meet the above criteria have the right to refuse a trip and maintain their eligibility and position on the list for any future trips.

If a Cast Member becomes unable to travel or receives discipline which renders **them** ineligible after a trip has been confirmed, the Company may replace **them** as necessary.

* This provision does not apply to the eligibility and selection process of Character Captains.

GUIDELINES FOR NON-PERFORMING CHARACTER ROLES

A. NON-CHARACTER ROLES

Character Performers will continue to be utilized in non-character roles or to perform duties listed below such as, but not limited to, the following:

1. Talent Assistants - Assist in hosting special guest stars/groups and supporting special event activities.
2. Drivers - Utilize Company vehicles for transporting Character Performers and running Entertainment errands.
3. Minor Float Upkeep - Support float appearance by minor cleaning, light and reflector replacement on float units.
4. Trainers - Train Character Performers for their assigned roles in the Character Department.
5. Conduct warm-ups of Character Performers.
6. Coordinator of Training (CoT) Characters

B. CHARACTER ATTENDANTS Character Attendants will be used to assist Character Performers, monitor the Character Performer's environment, communicate, facilitate the interaction with guests, and support the safety and quality of the guest experience. Character Attendants will be appropriately trained for the role.

Character Attendants may also be utilized to perform the duties listed in sections A.1, A.2, and E, and will be paid at the appropriate Character Performer pay rate for all actual hours worked performing these duties.

C. CHARACTER CAPTAINS*

Character Captains are responsible for providing leadership and direction to Cast Members in the group, operation or function and may perform the same duties as other Cast Members. Duties shall include, but are not limited to, promoting teamwork and assisting the location team in meeting quality and quantity standards. Character Captains have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

Character Attendants and Character Performers may be used as Character Captains. Character Attendants and Character Performers used in this position will be paid the Character Captain rate.

1. Responsibilities

- (a) Completion of daily time sheet/attendance forms, or electronic equivalent.
- (b) Observation of set, parade, and show performance.
- (c) Review of Operating Guidelines for daily performance with all Character Performers/Character Attendants.
- (d) Advise Character Performers/Character Attendants of schedule and performance changes.
- (e) Administrative activity including preparation of attendance and scheduling reports.
- (f) Direction of daily performance activity covered by Operating Guidelines.

* Character Captains will follow Coordinator Job Classification Language (b-f) in Article 12. Section 8 of the STCU contract.

- (g) Character Captains must obtain and maintain a valid U.S. driver's license. If not obtained, Character Captains will be moved to a non-Captain role.
- 2. Rehearsal Captain: A Captain shall be assigned to support rehearsals when at least eight (8) or more Character Performers are present, or when otherwise assigned by Management. Where a Captain is not assigned, Management shall be responsible for meeting the contractual obligations regarding rehearsals.
- 3. Parade Captains: All Parade Captains shall be trained in both the proper usage of flashlight signals and in at least the minimum level of driver instruction, as well as be knowledgeable of all floats in current use.
- 4. Specialty Character Captains (Dispatch 1, Duty, ETR, Gantry Captain, Resource, Seasonal/Special Events Project): Specialty Captains new to the role, will be subject to a one hundred twenty (120) day qualifying period. If the Company determines during the one hundred twenty (120) day qualifying period that the Cast Member's performance is not satisfactory, or if the Cast Member requests a return within the one hundred twenty (120) days, the Company will return the Cast Member to **their** prior role.
- 5. If a Cast Member is regularly assigned a work schedule as a Captain for fifty percent (50%) or more of **their** time on a quarterly basis, **they** will be prospectively offered a status role as a Captain. This provision excludes temporary assignments.

D. CHARACTER SUB-CAPTAINS

- 1. Sub-Captain interest sheets will be solicited for two (2) weeks with methods which may include posting on Character Memo boards, Company intranet, etc.
- 2. The Cast Member will set up a meet and greet with a Character Operations Manager or designee and obtain their support prior to submitting interest.
- 3. Once a candidate is chosen, **they** must successfully complete Captain training.
- 4. A Regular Full Time Captain or Sub-Captain who changes or has changed their status to Regular Part Time will be eligible to be used as a Sub-Captain. Any updated Captain training will be given to Regular Full Time Captains and available Regular Full Time Sub-Captains within the pool first, when operationally feasible.

E. PERFORMANCE VEHICLES AND FLOAT DRIVERS

- 1. This role entails the operation of Performance Vehicles and Parade Show Floats. The following qualifications are required to be considered for a Performance Vehicle and Float Driver role. These are the minimum requirements to ensure that these Show Units are operated safely for our Cast and Guests.
- 2. Requirements:
 - (a) Eighteen (18) years of age or older.
 - (b) Have and maintain a current and valid U.S. driver's license.
 - (c) Willing to be trained and operate all levels of the Walt Disney World Resort Character Department show vehicles and floats at all parks.
 - (d) Be comfortable working around and operating heavy equipment.
 - (e) Free of any physical or medical conditions that may limit your ability to safely operate heavy equipment.

- (f) Able to operate a motor vehicle at night.
- (g) Pass vision and hearing tests, as required.
- (h) Willingness to participate in the Walt Disney World Resort hearing conservation program.
- (i) Be responsive to feedback to include driver notes. On-going concerns with performance and/or safety would result in removal from the driver role.
- (j) Requires successful completion of training.

CHARACTER DEPARTMENT ACCIDENT/ILLNESS PROCEDURES

A. PERFORMANCE EMERGENCY PROCEDURES The following guidelines are to be utilized when dealing with an accident or illness incurred in a performance situation:

1. Character Department Management, Character Captains or Character Attendants should make a valid effort to be in the general area of all Character Performer performance areas to monitor for possible emergency situations.
2. Emergency Services (First Aid or Reedy Creek Emergency) and the Character Duty Manager shall be contacted immediately in the event of an accident or illness.
3. Any Character Performer involved in a performance accident or illness that is still conscious and ambulatory shall be immediately assisted backstage.
 - (a) In the case of serious injuries (e.g., broken bones or possible broken bones), Reedy Creek Emergency or other qualified medical personnel shall be the ones to remove the costume.
 - (b) For the safety of Character Performers, a costume shall be removed by any means necessary to perform the required medical procedures needed by the Character Performer, including removal by cutting or tearing of the costume.
4. Character Performers involved in a performance accident or illness who are not ambulatory shall be assisted at the location until emergency assistance (First Aid or Reedy Creek Emergency) arrives (Sections A.3.(a) and A.3.(b) above being in effect). These Character Performers may be encouraged to remain in costume, but shall receive no discipline nor suffer any negative repercussions, if they choose to have the costume removed.
5. Character Performers involved in a performance accident or illness who are unconscious shall be assisted at the location until emergency assistance (First Aid or Reedy Creek Emergency) arrives (Sections A.3.(a) and A.3.(b) above being in effect). These Character Performers shall be taken out of costume at the location. Every effort shall be made to shield this procedure from Guests in the area.

B. EMERGENCY MEDICAL SITUATIONS

1. When a Character Performer is transported away from the work location, a change of clothing (Character Basics, sweat shirt and pants and footwear) shall be provided as soon as possible.
2. For Character Performers being assisted at First Aid, Character Department Management shall continue to follow-up on the Character Performer's progress until the Character Performer is released. Management shall assist in making transportation arrangements for the Character Performer if needed.
3. Character Performers transported to an off-property medical facility shall be accompanied by a Company representative who shall remain with the Character Performer until the Character

Performer is released into the custody of a friend or family member, is admitted to the medical facility or the Character Performer is transported back to the work location and transportation home, if needed, has been arranged.

C. FIRST AID

1. Ice Packs - The Company agrees to provide ice packs or chemical cold packs, which are easily accessible to all Character Performers, at all performance and rehearsal locations and break areas for immediate application to injuries.
2. Eyewash - Eyewash bottles shall be provided immediately off-stage at all locations where pyro is used, and at additional Character changing locations as agreed to by the parties.

D. TRAINING IN HEAT PROSTRATION AND CPR

Character Captains shall be properly trained in CPR and in the correct handling of Character Performers suffering from heat prostration. As part of the initial training in the Character Department, Character Performers and Character Attendants will be provided information regarding the recognition and prevention of heat prostration.

E. PERFORMANCE VEHICLE AND FLOAT ACCIDENT POLICY

All accident occurrences shall be investigated. In those cases where the Cast Member (Driver/Captain) demonstrates negligence, disregard for safety procedures, or other unacceptable behaviors, Management reserves the right to require an immediate reassignment to a non-driver/directing role or to proceed with termination.

In those cases which do not require such action, Management will utilize the following accident policy:

1. An accident is defined as contact made in a float or performance vehicle with anything that results in damage. An accident memo will be issued for each accident. The accident memo will not be part of the Regular Full Time STCU Agreement disciplinary point system.
2. Two (2) accident memos within a rolling twelve (12) month period will result in removal from that role for a period of one (1) year.
 - (a) Driver – Removal from any Company driving role
 - (b) Captain – Removal from parade and/or Performance Vehicle directing role
3. It is the responsibility of all Cast Members to report any accident immediately to a Manager.

SCHEDULES AND HOURS OF WORK

A. GLOBAL SCHEDULING, VACATION SELECTION AND CASTING

1. ★Global Schedule Selection
 - (a) Global Bid - Global bids and Casting of show/parade, will take place two (2) times per year and will apply to all Cast Members. Cast Members will bid a line or bid to be in the Global Scheduling Pool. Cast Members in the Global Scheduling Pool will be scheduled on a preference basis. No less than eighty percent (80%) of Regular Full Time Cast Members, not cast in a show or parade, will have the ability to bid a line. The remaining Cast Members, not cast in a show or parade, will be part of the Global Scheduling Pool.

★ *This provision only applies to Regular Full Time employees*

Character Captain and Character Attendant scheduling pools will be as follows: Magic Kingdom (two (2) scheduling pools – for example, Atmosphere/Dining, Parade/Shows/Base), Disney's Hollywood Studios, Epcot, **and** Disney's Animal Kingdom.-

Character Captains and Character Attendants, within scheduling pools, will select individual available shifts and posted day off combinations to create their scheduling line by seniority.

- (b) During the global bid, Cast Members will select their line according to seniority. All bid lines will be posted fourteen (14) days prior to the bid. A Teamsters Local 385 Steward will be present during all bids. The Company will notify the Business Agent in advance of the schedule bid, to allow the **Business Agent to appoint** Stewards for the schedule bid **unless there is an undue burden on the business (e.g., loss of parade, show, Character set, or rehearsal)**. The final decision will be made by the Company, based on business conditions and the availability of the Steward.
- (c) Transfers - Transfers into the Character Department must wait one (1) full year to exercise their seniority for bidding.
 - (1) Transfers for Character Captains and Character Attendants – Transfers between scheduling pools will continue to be based on open positions available and facilitated through Casting in accordance with Article 14 with the following criteria:
 - i. New property language will apply
 - ii. Global vacation transfer policy will apply
 - iii. Positions opened in scheduling pools will be listed as either a Character Captain or Character Attendant position, as determined by business needs
 - iv. No transfers will be processed from thirty (30) days prior to the bid
 - (2) If a Character Captain line is vacated temporarily (TA, MLOA, etc.) or not chosen during a bid, a candidate will be selected within fourteen (14) days in the following manner:
 - i. The line is first posted as a TA Character Captain role for volunteers who are existing Sub-Captains;
 - ii. If no one selects the role it will be assigned by reverse seniority to an existing Sub-Captain.
 - (3) For Sub-Captains who are "cast" in a role at the time an opening becomes available:
 - i. On the voluntary pass, Sub-Captain may elect to accept the TA role and be temporarily removed from their casting for the appropriate time period;
 - ii. For non-voluntary pass we will not utilize "cast" Sub-Captains.
- (d) Cast Members who are cast in a show or parade will submit scheduling preference forms two (2) times per year.

2. Casting

- (a) The Company reserves the right to cast and once cast, schedule individuals, based on the Company's assessment of the individuals' talent and without considering seniority, for performance roles, shows, parades and special events requiring specific talents or skills. Where possible, Management will give consideration to Cast Members' preferences on days off by seniority. Cast roles will require a commitment that runs the length of the casting period for performance roles, shows, parades, and/or special events.
 - (b) Interest Sheets - When an audition is not expressly held to cast a performance, show, or special event, the Company shall solicit interest (with methods which could include posting on Character memo boards, Company intranet, etc.). Character Performers shall have a minimum of fourteen (14) days to place their name on the list to indicate their interest for being cast in one of the available roles. Said interest sheets shall then be used by Management and the appropriate Show Director or Choreographer. Where a Character Performer has signed an interest sign-up sheet and is legitimately unavailable to attend the audition, the Company agrees to consider that Character Performer's most recent audition card and/or skills assessment if not more than one (1) year old.
3. Disney Character Events (DCE) - Once assigned to DCE as described in Selection and Audition Guidelines C. individuals are scheduled based on the needs of the events or trips. Once assigned in DCE, Management will give consideration to Cast Members' preferences on days off by seniority.
 4. Character Captain and Character Attendant vacation bid – Character Captains and Character Attendants will bid vacation within their own scheduling pools.
 5. Character Captain and Character Attendant schedule changes – Character Captains and Character Attendants may request schedule changes that cross scheduling pools.

B. HOURS OF WORK

1. Minimum Shift

All shifts will be a minimum of four (4) hours in length. Shifts less than four (4) hours in length will be paid at a minimum of four (4) hours. Extensions of an existing shift will be paid at actual time.

2. Lunch

Character Performers will receive a one (1) hour unpaid lunch. If coming directly off set to begin a lunch, Character Performers will be given a minimum of five (5) paid minutes at the beginning of the lunch period and a minimum of five (5) paid minutes at the end of the lunch in order to change costumes.

Character Captains or Character Attendants shall receive an unpaid lunch period as provided for in the Regular Full Time STCU Agreement.

Where the Cast Member's lunch is interrupted by Management, requiring the Cast Member to return to work, the Cast Member will be paid for the entire lunch period.

Character Department shift lengths of 6.5 hours or less will not be scheduled a lunch. Character Department shift lengths of 6.6 hours to 6.9 hours will be discussed on a case by case basis between the Union and the Company to ensure the appropriate application of a lunch period. Character shift lengths of 7.0 or more will be scheduled a lunch.

French Meals

The Company, in lieu of a meal break, may provide a meal of acceptable quality within the same time range. Once distributed, a minimum fifteen (15) minute break will be called to allow the Cast time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one (1) hour is provided. Food and beverages supplied as a French meal are at the Company's expense.

3. Break Areas

The Company will make every effort to provide appropriate break areas for Character Performers.

4. Weather Conditions

The Company will be sensitive to extreme weather conditions, such as heat, cold and humidity for reduction of workload and cold weather transportation. In cases of extreme cold weather, the Company will provide appropriate winter wear, whenever possible. In cases of extreme hot weather for outdoor performances, the Company will adjust sets appropriately. The Company reserves the right to make the final decision as to whether a performance will go on as scheduled. The Company will consider factors such as extreme weather, performance location conditions, air pollutants, and the physical welfare of the Character Performers when scheduling performances.

5. Overtime For Cast Members

- (a) Scheduled overtime which is canceled shall be paid unless the Cast Member is notified that it is canceled at least twenty-four (24) hours before the start time for the scheduled overtime shift. Additionally, cancelled overtime shall not be paid if the failure to notify is a result of conditions beyond the control of management, such as acts of God. Scheduled overtime will be assigned by seniority.
- (b) Voluntary overtime will be scheduled per the Cast Member's preference with no maximum of scheduled work time per week before being assigned to the next qualified Cast Member. However, the Company reserves the right to not schedule voluntary overtime which results in turnabout or double time. Mandatory overtime will be scheduled by reverse seniority order up to a weekly maximum of sixty (60) hours, excluding rehearsals and training. This will reflect our current load up practice. New hires within their first ninety (90) days will be scheduled up to a weekly maximum of fifty-two (52) hours for mandatory overtime.

6. Character Captain Overtime

Character Captain Overtime will be scheduled in accordance with the following overtime distribution sequence:

- (a) Straight time statused within pool
- (b) Straight time Sub-Captains
- (c) Voluntary overtime statused within pool
- (d) Mandatory overtime statused within pool
- (e) Voluntary overtime statused outside pool
- (f) Voluntary overtime Sub-Captains
- (g) Mandatory overtime statused outside pool
- (h) Mandatory overtime Sub-Captains

7. Character Attendant Overtime

Character Attendant overtime shall first be offered to Character Attendants, and then to Cast Members trained to perform the Character Attendant role. Character Performers who are qualified and have been approved to perform the Character Attendant role shall then be offered available overtime before any other classification.

8. Performances

Character Performers in non-cast activities/events will be scheduled according to seniority and approved roles and will be scheduled in costume as follows:

- (a) Warm-Up Period - Whenever appropriate, the Company shall schedule a coached warm-up period prior to the first set of the day.
 - (1) Length - Each warm-up period shall be a minimum of fifteen (15) minutes in length.
 - (2) Equipment - The Company shall furnish all equipment required for warm-ups.
 - (3) Coaches - All warm-up sessions shall be directed by a qualified individual provided by the Company.
- (b) Fully Costumed
 - (1) Out of costume time periods will equal performance time for fully costumed Character Performers whenever possible.
 - (2) No more than two hundred twenty-five (225) minutes per eight (8) hour shift, except in climate controlled venues, in which case no more than two hundred forty (240) minutes per eight (8) hour shift; or
 - (3) No more than two hundred eighty-five (285) minutes per ten (10) hour shift except in climate controlled venues, in which case no more than three hundred (300) minutes per ten (10) hour shift.
 - (4) Character Performers will be given sixty (60) minutes prep time at the beginning of their shift. This prep time will include all tasks required prior to their first performance, including warm-ups. A reasonable amount of time will be given to allow for costume changes during the course of the day. The Company and the Union agree that prep time may be impacted due to bona fide emergencies such as, but not limited to, show emergencies and Guest recovery.
 - (5) Fully-costumed Character Performers will be given thirty (30) minutes (which includes ten [10] minute de-prep time) at the end of their shift. No other dress and travel/walk time will be applicable.
- (c) Face Roles
 - (1) For Face Characters, set times should normally not exceed a maximum of sixty (60) minutes for non-climate controlled venues and one-hundred five (105) minutes for climate controlled venues, whenever possible.
 - (2) No more than two hundred eighty (280) minutes per eight (8) hour shift, with the exception of climate controlled venues, in which case no more than three hundred five (305) minutes per eight (8) hour shift; or
 - (3) No more than three hundred forty (340) minutes per ten (10) hour shift, with the exception of climate controlled venues, in which case no more than three hundred sixty (360) minutes per ten (10) hour shift.
 - (4) Face Characters will be given a one (1) hour prep time at the beginning of their shift (consideration will be given for the complexity of the costume). This prep time will include all tasks required prior to the first performance. A reasonable amount of time will be given to allow for costume changes during the course of the day. The Company and the Union agree that prep time may be impacted due to bona fide emergencies such as, but not limited to, show emergencies and Guest recovery.
 - (5) Face characters will be given thirty (30) minutes (which includes ten [10] minute de-prep time) at the end of their shift. No other dress and travel/walk time will be applicable.
- (d) Character Captain/Character Attendant/Talent Assistants/Trainers
 - (1) Character Captains, Character Attendants, Talent Assistants, and Trainers will Castzoom according to the provisions of the Regular Full Time STCU Agreement.

- (2) When Character Captains, Character Attendants, Talent Assistants, and Trainers are performing in a fully costumed character role or face character role, the provisions of 8 (b) (5) and 8 (c) (5) will be used.

(e) Character Attendants

Character Attendants will receive ten (10) minutes before the beginning of their first set as prep time.

Character Attendants will be paid for all actual hours worked performing their assigned work-related responsibilities.

9. Training Adjustments

- (a) Specialty/Trained Character Captain roles will be selected from within scheduling pools.
- (b) If no qualified candidate volunteers, a qualified candidate will be selected by reverse seniority.
- (c) Newly trained Specialty Character Captains will go into available shifts in that role.

SHOWS AND PARADES

- A. NEW SHOW NOTICE When the Company is casting Character Performers in a new show or as replacements or substitutes, the Company will first consider Regular Full Time Character Performers already statused to the Character Department through in-house auditions. The Company shall solicit interest for in-house auditions (with methods which could include posting on Character Memo boards, Company intranet, etc.) throughout the property fourteen (14) days prior to the audition so that interested Character Performers may make arrangements to schedule an audition.

B. REQUIRED REHEARSALS

1. For the training of a show, a Character Performer shall be given, if necessary, two (2) dress rehearsal runs at the performance or comparable location.
2. At the request of a current Character Performer who has not performed the show for at least twelve (12) weeks, there shall be a "brush-up" or "walk-through" rehearsal.

C. REHEARSAL BREAKS

1. Within any rehearsal period, there shall be a break of five (5) minutes after no more than fifty-five (55) minutes of rehearsal, except during run-throughs or dress rehearsals, when a minimum fifteen (15) minute break shall be given at the end of the show. This is in addition to the rest periods specified in the Regular Full Time STCU Agreement.
2. As new shows are implemented, the Company agrees to discuss with the Union adequate rest periods during rehearsals.

- D. PARADE TRANSPORTATION The Company will provide transportation for all Character Performers to parade step-off and from parade step-down when these locations are not in a reasonable walking distance.

COSTUMES

The following have been established for utilization of Character Performer costumes and related items at Walt Disney World Resort:

A. COSTUMES

1. Character Basics Character Performers shall be furnished with T-shirts, shorts, cotton socks, skull caps, sweat bands, etc. (known as "Character Basics" or "Basics") to be worn under performance costumes.
 - (a) Exchange Character Performers may exchange these items on a one-for-one basis for dry, clean items as needed throughout the day.
 - (b) Special Events and Trips Character Performers may pack a sufficient number of Basics for each performance day on an off-property special event or Company business trip. When necessary, the Company shall make arrangement to have soiled Basics cleaned so that clean sets are available for each performance day.
2. Character Costumes Weekly Any Character Performer who is scheduled in the same character costume four (4) or more days in a week, shall have a complete costume (including head and body) individually assigned or "tagged" for their use for consecutive shifts during the payroll week.

B. ADVANCE AVAILABILITY OF COSTUMES All costumes shall be available to Character Performers prior to the first dress rehearsal, whenever possible.

C. CLEANING All wardrobe, including those items in Section A.1. above, shall be clean and dry prior to each work day when given to a Character Performer and cleaned thereafter whenever necessary or as provided below:

1. All costume pieces shall receive a minimum of thirty (30) minutes of drying and sanitation between performances by different Character Performers. No Character Performer shall be required to wear any costume piece worn by another Character Performer within this minimum thirty (30) minute period.
2. During the above sanitation period, on a daily basis, all character heads and shoes shall be treated with a disinfectant and dried.
3. Character Performers who are required to wear a special bra shall have such item furnished by the Company and individually assigned. At the request of the Character Performer, trunks will be individually issued for costumes that include tights, sprockets, costume trunks, uni/leotards, etc. The Character Performer will be responsible for laundering the trunks.

D. PROTECTIVE CLOTHING The Company shall furnish protective pads (knee, elbow, wrist, shin, etc.), shoes and clothing for all rehearsals and performances as requested by the Character Performer and validated by the Company.

E. SHOES The Company shall provide the appropriate footwear for the location and tasks to be performed (clean, sanitary, of proper fit and in good repair).

1. Tumbling Footwear The Company will provide for all tumblers, appropriate acrobatic footwear which is designed to provide traction and reduce slippage on surfaces. Such footwear should fit properly and will be replaced upon signs of tearing or excessive wear.
2. Skates When supplied by the Company, each Character Performer will be assigned a pair of in-line skates, roller-skates and/or ice skates when the Character Performer is used in such roles. Said footwear will be provided by the Company for all rehearsals and performances and shall fit properly and will be replaced upon signs of damage or excessive wear.

Character Performers who are required to provide personal items to be worn during a rehearsal or performance shall be paid the following per day/week:

Skates (In-line, Roller and Ice) – fifteen dollars (\$15.00) per day with maximum of fifty dollars (\$50.00) per week

The Company shall provide no maintenance or repair for skates when these fees are paid.

Character Performers may petition the Company to maintain or repair **their** skates in lieu of the daily/weekly fee. This decision will be at the sole discretion of the Company.

- F. **MASKS** Masks where required, shall be constructed to allow heat ventilation and so as not to unduly impair vision or breathing. Masks shall be cleaned and disinfected at least once per week or cleaned and disinfected between use by different Character Performers.
- G. **RAIN GEAR** The Company shall provide distinguishable rain gear and/or umbrellas for performance support roles for use in traveling to performance locations and for use during the actual performance when there is inclement weather.
- H. **MAKE-UP** Where a Character Performer is required to wear a particular type of make-up, it shall be furnished by the Company. Alternative make-up shall be furnished on request.

PREMIUM PAY

A. RATES

Character Performers being utilized in the following roles shall be compensated at the corresponding hourly rate or receive the premium referenced below for actual hours worked in two (2) hour increments as a minimum and in one (1) hour increments thereafter. Pay premiums will not extend beyond the end of the shift.

1. **Dive Characters Hourly Rate:** \$25.00 per hour

2. **Named Disney Face Characters Premium:** \$3.25 per hour

(e.g., Cinderella, Pocahontas, Peter Pan)

This premium shall also apply to Trainers when they train named Disney Face Characters in named Disney Face Roles (no pyramid of other premiums).

The Company's Appearance Guidelines permits mustaches for male Cast Members, however, the Company reserves the right, based on the character integrity of some specific male face character roles, to not allow some male Cast Members to grow mustaches.

3. **Stilt/Skater Premium** (e.g. Swing Thug) \$.50 per hour

4. **Show Characters Premium** \$.50 per hour

Show Premium is only for stage shows (e.g., Fantasmic!, Festival of the Lion King), seasonal shows (e.g., Sparkling Christmas Spectacular), **Star Wars: Galactic Starcruiser**, puppeteer roles in stage shows and convention stage shows (e.g., Makin' Memories) and shall not be applicable for Special Events, parades, atmosphere or other similar activities.

5. **Mover Premium:** \$.50 per hour

The Mover Premium will be applied to "high" mover (4/5) roles when working in the role. Movers in shows will be paid the fifty (\$.50) cent Mover Premium instead of the Show Premium (no pyramid of Show and Mover Premiums). Management retains the right to cast roles and approve/disapprove in roles as with other cast roles. Management determines where and what roles qualify as "high" mover roles. The designation of roles as "high" mover role may be subject to change based on creative/operational changes.

6. **Water Ski Premium:** \$1.00 per hour

7. **Performance Vehicle and Float Drivers:**
(for designated show vehicles only)

Level 3 (all Spotters, Hook and Unhook) \$.50 per hour

Level 2 \$.75 per hour

Level 1 (highest level) \$1.00 per hour

Effective ninety (90) days post ratification of the Agreement \$1.50 per hour

8. Puppeteers (Level 1): \$.75 per hour
(e.g., current roles at Playhouse Disney, Sebastian at Voyage of the Little Mermaid, Pocahontas and Her Forest Friends, Bear in Disney Stars and Motor Cars).
9. Specialty Character Captains (Dispatch 1, Duty, ETR, Gantry Captain, Resource, Seasonal/Special Events Project): \$1.25 per hour
10. Enchanted Tales with Belle Character Attendant \$0.50 per hour
11. Magical Words with Mickey (MWwM) Back Stage and On-Stage Character Role \$0.50 per hour
Backstage Characters selected for MWwM must have at least one-hundred twenty (120) days of Character training and experience before they may be cast into the role.

B. FACE AND SHOW PREMIUMS

A pay premium will be paid to Character Performers for Face Character roles and for stage shows. This applies only to Character Performers and is specific to only face roles and stage shows and should not be used as a basis for interpreting and applying any other premiums under the Regular Full Time STCU Agreement.

1. Face Premium

The Face Premium is paid only to named Disney Characters, that is, Character portrayals such as Cinderella or Peter Pan. The premium is paid in two (2) hour increments as a minimum and in one (1) hour increments thereafter for all hours worked in a qualifying face role. When applying this particular premium, the following provisions will apply:

- (a) Where a Cast Member is scheduled for the entire day in a qualifying face role, and is involuntarily assigned under the direction of Management to a role which does not qualify for the premium, and the assignment is less than twenty-four (24) hours prior to the start of the scheduled shift, they will still receive the premium for the entire shift. If the assignment is made twenty-four (24) hours or more before the start of the scheduled shift, the premium will not be paid.
- (b) Where a Cast Member is scheduled to perform in a qualifying face role and the set is canceled due to weather conditions or technical difficulties, they will still receive the premium for the dress time and the canceled set time, unless it is a circumstance under Article 12, Section 4 of the Regular Full Time STCU Agreement where no payment at all is warranted.

2. Show Premium

The Show Premium is only for stage shows, such as Festival of the Lion King or Fantasmic!. The premium will also apply to holiday stage shows such as Sparkling Christmas Spectacular and convention shows, such as Makin' Memories. The premium does not apply to parades, special events, atmosphere or other similar activities. When applying this particular premium, the following provisions will apply:

- (a) Where a Cast Member is scheduled for the entire day in a qualifying show, and is involuntarily assigned under the direction of Management to a role which does not qualify for the premium and the assignment is less than twenty-four (24) hours prior to the start of the scheduled shift, they will still receive the premium for the entire shift. If the assignment is made twenty-four (24) hours or more before the start of the scheduled shift, the premium will not be paid.
- (b) The performance of additional qualifying shows beyond the normally scheduled number of shows, but which occur within a Cast Member's shift, do not warrant the payment of additional premium pay beyond the Cast Member's rate in effect plus the Show Premium.

- (c) If a Cast Member is scheduled for a four (4) hour call which involves the performance of a qualifying show, they will receive the premium for the entire four (4) hour call.
- (d) Where a Cast Member is scheduled to perform in a qualifying show and the show is canceled due to weather conditions or technical difficulties, they will still receive the premium for that show, unless it is a circumstance under Article 12, Section 4 of the Regular Full Time STCU Agreement where no payment at all is warranted.

Current shows approved for the show premium will serve as examples. As required, the list of shows may be adjusted as shows change or new shows are developed.

FILMING AND VIDEO TAPING FOR OUTSIDE/THIRD PARTY PRODUCERS

Character Performers may be assigned to studio or location work for filming and video taping for outside/third party producers (hereinafter referred to as "Outside Producers") and will be covered by the Regular Full Time STCU Agreement at all times. The contractual provisions of this Section shall not apply to those instances in which Character Performers at Walt Disney World Co. are assigned to a direct contractor producing for the sole benefit of Walt Disney World Co. The test being whether the charge for the Character Performers' service is billable.

- B. **COMPENSATION** In those instances in which the billable test is satisfied, Character Performers shall receive thirty dollars (\$30.00) per hour for all hours worked for an Outside Producer. The normal workday shall consist of ten (10) hours at straight time; however, in all cases the minimum call will not be less than five (5) hours. The Character Performer will receive time and one-half (1½) for all hours worked in excess of ten (10) hours in a workday.

Character Performers assigned to work for Outside Producers when the charge for their services is not billable, will work solely under the provisions of the Regular Full Time STCU Agreement at their statused rate of pay.

- C. **BENEFIT ACCRUAL** Hours worked for third party entities shall be calculated and counted as time worked for benefit accrual purposes in accordance with the Regular Full Time STCU Agreement.
- D. **MEAL BREAKS** A minimum time of one-half (½) hour to a maximum of one (1) hour unpaid lunch period will be assigned to each Character Performer scheduled to work more than five (5) hours. Such lunch period shall be taken as near as practicable to the mid-point of the scheduled shift. If a Character Performer does not begin a meal period prior to commencement of the sixth (6th) hour of work, they will be paid a meal penalty for delayed meals as follows:

First one-half (½) hour meal delay or fraction thereof:	\$8.50
Second one-half (½) hour meal delay or fraction thereof:	\$11.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof:	\$13.00

TRAVEL POLICY FOR CAST MEMBERS

The following guidelines have been established for payment to Cast Members for time spent in travel on Company authorized business trips. These procedures have been developed to specifically apply to travel by Walt Disney World Cast Members. Please refer any questions to Management.

- B. **DEFINITION** A business trip is defined as any trip off Company property which requires overnight travel or a return trip on a different day.
- C. **QUALIFICATIONS** On those occasions when the Cast Members of the Walt Disney World are requested to perform in a road show or to appear in any Walt Disney World promotion, production, or presentation requiring overnight accommodations at an off-property site, the Company will

endeavor, within operational constraints, to send a Walt Disney World Cast Member represented by Teamsters Local 385 on the trip.

D. TRAVEL TIME Management will determine the hours for which a Cast Member will be compensated for travel during business trips based on the following guidelines:

1. A Cast Member scheduled to travel at the beginning or end of a work shift will be paid for **their** normal straight time hours plus additional travel hours not to exceed a combination of twelve (12) total hours for time spent in travel.
2. Actual travel time occurring on a Cast Member's day off or holiday and which corresponds to a normal scheduled shift will be paid and considered as hours worked for the purpose of computing overtime, with a minimum four (4) hour call, and thereafter actual travel time up to a maximum of eight (8) hours pay.

D. HOURS WORKED

1. Cast Members will be guaranteed a minimum eight (8) hour day for each day of scheduled work while on a business trip. This time may not necessarily be consecutive time, but shall not be broken into more than two (2) separate calls.
2. Hours worked in excess of eight (8) in a day or forty (40) in a week will be paid at the overtime rate.
3. Cast Members may be scheduled for a break in shift if there is a period of at least three (3) hours of time between the end of one call to the start of the next call. If less than a three (3) hour break is allowed, the Cast Member will be paid from the beginning of **their** shift to twenty (20) minutes after the completion of the final performance or upon return to the hotel. The return to the hotel shall not be interrupted unless by mutual agreement of the Cast Member(s) and the Manager.
4. Cast Members may be scheduled for days off while on a business trip.
5. All Cast Members will be guaranteed a forty (40) hour week on business trips that encompass all seven (7) days of the payroll week.
6. If a business trip calls for a Cast Member to work a seventh (7th) consecutive day within a payroll week, the seventh (7th) consecutive day shall be paid at double time. For purposes of this provision, the payroll week is defined as in Article 10, Section 1 of the Regular Full Time STCU Agreement.
7. Hours worked in excess of fourteen (14) in a payroll day while on a business trip will be paid at double time.
8. A one (1) hour unpaid lunch period will be assigned to each Cast Member scheduled to work more than five (5) hours. Such lunch period shall be taken as near as practicable to the mid-point of the scheduled shift, but no later than six (6) hours from the beginning of the shift. If a Cast Member does not begin a meal period prior to commencement of the sixth (6th) hour of work, they will be paid a meal penalty for delayed meals as follows:

First one-half (½) hour meal delay or fraction thereof:	\$8.00
Second one-half (½) hour meal delay or fraction thereof:	\$10.50
Third and each succeeding one-half (½) hour meal delay or fraction thereof:	\$13.00

Cast Members will not be eligible for meal penalty when the time period coincides with air travel if:

- (a) an opportunity to purchase a meal prior to boarding is given; or
- (b) the airline provides a meal (for purposes of applying this penalty, the parties agree to abide by the airline's designation of food served on the flight as constituting a snack or a meal); or

- (c) immediately upon disembarking, the Cast Member is offered a choice of a meal in the airport facility. If all Cast Members agree to wait until another facility is available, meal penalty will be waived for a two (2) hour period. If a meal is not provided in this two (2) hour time frame, the meal penalty will then begin. If any or all of the Cast Members want to eat immediately upon disembarkation and a meal is not provided, the meal penalty will be invoked from the time of disembarking until said meal time is scheduled; or
 - (d) the Company provides a French meal. The Company, in lieu of a meal break, may provide a meal of acceptable quality within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the Cast time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one (1) hour is provided. Food and beverages supplied as a French meal are at the Company's expense.
9. Upon the request of a Cast Member, made a minimum of seven (7) days in advance of a scheduled business trip, the Company will make every effort to furnish the Cast Member with **their** paycheck and make banking arrangements as necessary. The business trip must include a minimum of five (5) days of any given payroll week.

E. CAST MEMBER EXPENSE FOR TRAVEL

1. The Company assumes responsibility for all reasonable expenses incurred in acquiring passports and visas for international tours where necessary. The Cast Member should check with Management as to the proper procedure for acquiring the necessary documents.
2. All Cast Members traveling on behalf of the Company are entitled to:
 - (a) transportation - round trip (Coach)
 - (b) hotel accommodations
 - (c) upon signing a receipt, daily cash advance (minimum fifty dollars (\$50.00), pro-rated as appropriate for partial days) to cover actual business expenses as determined by Walt Disney World Finance as appropriate for the cities included on the business trip, such amount to be replenished on a daily basis provided the Cast Member turns in the receipts/change from the previous day.
 - (d) the expenditure of cash advances and the reimbursement of expenses subject to the terms and restrictions of the Company's travel policies. The Company agrees that upon completion of all necessary expense reports, they will be promptly submitted for reimbursement.

F. CAST MEMBERS' PERSONAL RESPONSIBILITY

1. The Cast Member is expected to make **their** own arrangements for reaching the point of departure from Orlando for a business trip.
2. The Cast Member is expected to provide **their** own personal wardrobe and baggage suitable for a business trip. When traveling on behalf of the Company, the Cast Member will be expected to meet Company appearance guidelines with regard to attire and grooming.
3. Cast Members maintain their Group Insurance and Workers' Compensation coverage when traveling on behalf of the Company. The Company does not assume responsibility for personal illness or injury that is not work-related.
4. Management must approve Cast Members staying in accommodations other than those provided by the Company. These Cast Members shall keep the Manager informed of how to contact them in case of emergency situations.

5. Cast Members must notify Management at least seven (7) days prior to departure or upon trip assignment of any special dietary needs (e.g., vegetarian meals).

G. CONDITIONS

1. Whenever possible, Managers shall be Character Department Management familiar with Cast Members and the administration of this Addendum.
2. All traveling during a business trip shall be scheduled so that Cast Members will arrive at the performance location a minimum of sixty (60) minutes in advance of the first scheduled performance, whenever possible.
3. Before the next period of travel, the Company shall allow a minimum of sixty (60) minutes, whenever possible, at the hotel or other facility for personal grooming.

APPENDIX A³

The following parties agreed to settle a dispute over the usage of performers covered under the Equity collective bargaining agreement and Characters covered under the Service Trades Council Union agreement: Actors' Equity Association ("Equity"), the International Brotherhood of Teamsters, Local 385 ("Teamsters") and WALT DISNEY WORLD CO. ("the Company"). This agreement to settle reached by the parties without any admission of wrongdoing or liability, but rather is based on the recognition that harmonious labor relations demanded a good faith effort be made to reach a mutually satisfactory resolution among the Unions involved while at the same time maintaining for the Company the continued ability to use Equity performers and Characters in a fashion consistent with past practice except where specifically modified by the terms of this agreement. Based on this premise, the parties to this settlement agreement do hereby agree as follows:

1. Principal actors and singers are covered and will continue to be covered by and subject to the terms of the Equity/WDW collective bargaining agreement. Principals include:
 - performers who play roles in stage shows, whether acting, singing, dancing or performing stunts, except named Disney Characters who do not sing live, speak scripted dialogue, or named Disney face Characters who do not perform stunts or perform advanced dance (such as Cinderella on point or partnering with lifts);
 - improvisational actors;
 - atmosphere actors, which includes atmosphere work where the actor is expected to enact scenes or do stunt work (this does not include Character Meet and Greet work, such as CHARACTER BREAKFASTS, or simple atmosphere enhancement such as Disney's Hollywood Studios NEWSBOYS, GREEN ARMY MEN);
 - story tellers, excluding named Disney Characters who read stories;
 - master of ceremonies, narrator, announcer and disc jockey work.
2. Those performing parade work, except those performing live singing, improvisational acting, or speaking scripted dialogue (example: Director role in Studio parade) are and will generally be covered by and subject to the terms of the Service Trades Council Union collective bargaining agreement. Performers stashed in the Equity unit may also be assigned to appear in parades (see Paragraph 10).
3. Those performing pageant or "flood" work are and will continue to be covered by the Service Trades Council Union collective bargaining agreement.
4. All those performing named Disney Character work are covered by and subject to the Service Trades Council Union collective bargaining agreement, except named Disney Characters engaging in live singing or speaking scripted dialogue, and except advanced dance by named Disney face Characters (such as Cinderella on point or partnering with lifts), which is Equity work.
5. Character Meet and Greet work is covered by the Service Trades Council Union collective bargaining agreement. However, performers in the Equity unit will continue to be assigned to do Meet and Greet work in accordance with past practice, such as when shows are lost, or to maintain Character continuity on tour or during conventions and special events.
6. Those performing story reading by named Disney Characters are covered by the Service Trades Council Union collective bargaining agreement (this does not preclude the reading of stories by Merchandise host/hostesses or similar classifications as part of a spontaneous Take Five or Magical Moment type of guest experience).

³ Should any discrepancies arise, the original signed document will prevail

7. Ensemble performers continue to be covered by and subject to the terms and conditions of the Equity collective bargaining agreement as follows:
- the ensemble of any “book” show (where there is a script and a plot) where the performers portray people (such as POCAHONTAS ensemble portraying the tribespeople and British sailors, or the BEAUTY AND THE BEAST ensemble portraying townspeople, servants and guests), or portray animals with individual personalities and human characteristics;
 - the dance ensemble of any dance or musical stage show (such as KIDS OF THE KINGDOM, PLEASURE ISLAND DANCERS, or HOLLYWOOD HOLLYWOOD type shows), including “stage shows” which the Company directs to be performed on a non-traditional surface (such as CANIDANSE) or which are of an ethnic nature (such as POLYNESIAN LUAU). This does not include parades;
 - singing ensembles for all “stage” shows and conventions (such as VOICES OF LIBERTY). This does not preclude the use of cast and volunteer choirs for special holiday events and special events. This does not include unison flood singing (such as the finale to JOLLY HOLIDAYS);
 - stunt and acrobatic ensembles (such as EPIC STUNT THEATRE or the RED PANDA acrobats). This does not include Character skills like stilt walking, in line skating, bicycling, or skate boarding, if the individuals performing such activities are not also singing live, doing improvisational acting, or speaking scripted dialogue.
8. Ensemble performers are covered under the Service Trades Council Union collective bargaining agreement as follows:
- as puppeteers in “book” shows where they do not also portray people and sing or speak live (such as VOYAGE OF THE LITTLE MERMAID, THE LION KING, Grandmother Willow in POCAHONTAS, or the Drug Awareness Program). Such puppeteers may be seen and/or have faces showing as long as they are neutral in character and without personality;
 - in stage shows when costumed as named Disney Characters; or in stage shows when costumed in a fashion which covers the full face or when costumed with faces showing but where the Characters do not portray people or animals with individual personalities and/or human characteristics, or sing or speak scripted dialogue or perform dance movements beyond what the average person with reasonable coordination can learn in a relatively short period of time.
9. The Company may assign ensemble performers under either the Equity agreement or the Service Trades Council Union agreement as follows:
- as extras to augment a Dance ensemble covered by the Equity agreement (such as SPARKLING CHRISTMAS SPECTACULAR, JOLLY HOLIDAYS, or TOTALLY MINNIE);
 - as ensemble for in-house Cast Member events (such as Guest Fanatics Awards, 5-Star Awards or Department Christmas Shows). This does not preclude the appearance of O & T or Management personnel in such shows on an occasional or sporadic basis as a show feature;
 - as extras to augment named Disney Character shows (such as FROM ALL OF US TO ALL OF YOU and SPLASHTACULAR [except as to the six featured girls and the kick line, on which there remains a disagreement]);
 - in street performances by parade cast, Characters or performers which are part of a larger spectacular event (for example, Marketing events, grand openings or the Millennium celebration). If the spectacular is ongoing, the Company agrees to consult with either Union, on request, regarding its casting assignments.

In all instances under paragraph 9, all performers in the referenced group would be covered under the same agreement.

10. If any performers covered by the Equity agreement are assigned to perform work normally covered by the Service Trades Council Union agreement (for example appearing in parades or Meet and Greet sets at conventions), the Equity unit performers' pay shall not be reduced in such instances. If Characters are assigned to perform Equity work, they shall be paid the higher of the Character's own rate or time-carded up in accordance with the Equity collective bargaining agreement. The assignment of Characters to perform work normally covered by the Equity agreement shall be limited to occasional or short term basis (such as "subbing" for a Principal or holiday/seasonal show). The time-carding up shall be for the period of time in which the Equity work is performed. During such periods, each group, be it Equity or Character, shall remain subject to the terms and conditions of the collective bargaining agreement to which they are statused.
11. All shows prior to the date of this agreement are hereby "grandfathered" with the following exceptions:
 - if the "Russian Dancer" role as it is presently choreographed is used in SPARKLING CHRISTMAS SPECTACULAR or a similar holiday show, it will be covered under the Equity agreement;
 - HUNCHBACK; which the parties have handled separately.
12. These guidelines shall have no effect on, nor shall they serve as a waiver of any right which exists to assign work to any group excluded from coverage under either collective bargaining agreement.

In the event we have a future disagreement with either Union on this issue, we have agreed that we will attempt to informally resolve that dispute by submitting it to a tripartite Committee consisting of representatives of the Company, Equity and the Teamsters. This group will make a non-binding recommendation for resolution.

APPENDIX B

PROCEDURAL AGREEMENT⁴

This document sets forth agreement among Walt Disney World Co. (Company), Actors' Equity Association (Equity), and the International Brotherhood of Teamsters Local 385 (Teamsters) as to procedures for determining jurisdiction and resolving disputes as to jurisdiction over the assignment of work by the Company as Character or Equity work. Such determination shall be in accordance with the 1997 Settlement Agreement between the Company, Equity and the Teamsters (1997 Settlement Agreement) (Appendix A) which defines the jurisdiction of each of the two unions with regards to entertainment work assigned by the Company.

When the Company has determined that it will produce a new performance, or that an existing performance will be substantially changed (e.g. change in duties, reassignment of duties, and/or increase or decrease in the number of performers), the following steps will be taken:

1. Where Character and Equity Performers have been assigned to perform together during the same performance, a script or storyboard and cast breakdown will be sent to both unions by the Company no less than ten (10) calendar days prior to auditions for either Characters or Equity performers.

For new or substantially changed performances where only Character or Equity Performers have assigned to perform, upon the request of either Union, the Company agrees to provide a copy of

⁴ Should any discrepancies arise, the original signed document will prevail.

the script or storyboard and cast breakdown within five (5) business days of the request or when the script or storyboard is available.

2. Representatives from the Company, Equity, and the Teamsters shall meet prior to such auditions, however if either of the Unions are not available, the Company shall not be impeded from moving forward with the audition, rehearsal or first public performance.
3. Rehearsals will be viewed by representatives of both unions to ensure that the show as finally staged, is cast in accordance with the correct jurisdiction as set forth in the 1997 Settlement Agreement and the two Unions' collective bargaining agreements with the Company.
4. The parties agree that any disputes regarding the assignment of work by the Company as Character or Equity work shall not be grieved by the Unions and must be submitted to a tripartite committee consisting of representatives from the Company, Equity, and the Teamsters.

If the parties cannot reach a resolution through use of a tripartite committee, the parties agree to follow the steps below for jurisdictional disputes:

A. Arbitration – The dispute will go to expedited arbitration as set forth below:

1. The parties shall designate a permanent panel of three arbitrators, with each party designating one arbitrator (Richard P. Deem, Jack Clark, James J. Sherman). Each arbitrator shall hear disputes on a rotating basis; however, in the event a member of the panel is not available to hear a dispute in his proper turn, the next arbitrator on the panel shall be substituted.
2. The parties should reach agreement concerning any jurisdiction dispute within four (4) weeks after the first public performance before any audience (the "soft opening"), or the issue will be submitted to arbitration by the party or parties raising the dispute.
3. The arbitration shall take place within two (2) weeks after the postmark date on the letter to the arbitrator by the party initiating the arbitration, and the Arbitrator has seventy-two (72) hours after hearing the case to make a determination. The Arbitrator's determination shall apply only to the show where the jurisdictional issue has occurred. The arbitrator shall have no authority to add or modify the 1997 Settlement Agreement or the collective bargaining agreements between the Company and the Unions.
4. Evidence concerning past practices submitted in the arbitration will be limited to only those practices on the Walt Disney World Resort Property as defined in the scope of the Collective Bargaining Agreements with Equity and the Service Trades Council Union/Teamsters.
5. Each party will put forth a remedy and the arbitrator shall choose one of those remedies. Two (2) of the three (3) parties can submit the same remedy, although no weight shall be given to the fact two (2) parties are in agreement. The decision will be based on the validity of the evidence and argument, not majority rules. The remedy requested by the parties shall be limited to the show where the jurisdictional dispute has occurred.
6. The parties to this agreement agree to pay one-third (1/3) of the costs associated with an arbitration resulting from a jurisdictional dispute.

B. Changes after Casting as a result of Tripartite Committee resolution or arbitration:

1. If a role has been cast as a Character, which is then deemed to be an Equity role, the Company may offer an Equity contract to the most qualified candidate. If the Character performer is offered an Equity Individual Employment Contract (IEC), the Company will give consideration as to the length of the Equity contract (IEC), so that the Cast Member will have the option of returning to the STCU/IBT bargaining unit prior to one (1) year, and not lose their seniority rights per Article 13, Section 6, of the Full Time STCU Agreement currently in effect. However, if the Character Performer accepts the IEC and later opts to return to the STCU/IBT bargaining unit, they will be

precluded from exercising their seniority for the purpose of bidding lines as stipulated in Attachment 4A.1.(c) the current IBT Addendum Agreement.

2. If a role has been cast as Equity, which is then deemed to be a Character role, and is to be covered under the STCU/IBT Agreements, the Company will make every effort to place said performer in another show on property in a role covered by the Equity Agreement, or, solely at the performer's option, the Company may retain the performer in the original role, placing the performer in the role covered under the STCU/IBT Agreements. If the performer cannot be placed elsewhere in an Equity role or refuses to be placed in another Equity role or does not wish to remain in the original role covered by the STCU/IBT Agreements, the Company may terminate the Performer's contract with two (2) weeks notice as specified in Rule 8(l) of the Equity Agreement currently in effect; and, if applicable, the performer will receive the severance package as specified in Rule 8(H)(1) of the Equity Agreement currently in effect; and, if the Performer is on a first year contract, the Company will provide relocation, if applicable, as specified in Rule 9 of the Equity Agreement currently in effect.

APPENDIX C

Characters Rehearsing Equity Roles



WALT DISNEY World Co.

Memorandum

To: Those Concerned

Date: August 29, 2007

From: Zonia K. Wynns

Subject: Characters Rehearsing Equity Roles

The Company has been working over the past several months with both Actors' Equity Association ("Equity") and the International Brotherhood of Teamsters, Local 385 ("Teamsters") to clarify the proper payment of Characters covered under the Service Trades Council Union agreement, while rehearsing work in roles covered by the WDW/Equity collective bargaining agreement.

1. The parties have agreed that Character performers who are rehearsing or performing Equity roles should be paid their statused rate of pay or the minimum rate paid for that Equity role or job function, whichever is higher. (See WDW/Equity CBA Rule 16A)
2. Character premiums are not applicable to the rate of pay when rehearsing and/or performing Equity roles.

LETTERS and MEMORANDA OF UNDERSTANDING

2022 COLLECTIVE BARGAINING NEGOTIATIONS

I.B.T. Local 385

For reference purposes only

August 24, 2018

Clay Jeffries

President, International Brotherhood of Teamsters, Local 385
126 North Kirkman Road
Orlando, Florida 32811 -1498

Memorandum of Understanding

Random Drug and Alcohol Testing for Parking H/H Classification

This document reflects the agreement reached between the Company and the Union regarding Parking H/H being subject to random drug and alcohol testing (excluding marijuana), the date of implementation and the logistics of the program. Cast Members will be notified of the Random Drug and Alcohol Testing process within forty-five (45) days of program implementation.

The random drug testing and alcohol testing program for Parking H/H will begin no earlier than January 1, 2019 for all Full and Part Time STCU Cast Members, including Coordinators and COTs.

The Following Testing Conditions Apply:

- Cast Members in the Parking H/H job classifications will be placed into one (1) Random Parking H/H Testing Selection Pool
- Out of the total number of FT/PT Cast Members statused in the testing pool, up to fifty percent (50%) will be randomly selected on an annual calendar year basis for drug testing.
- Additionally, out of this selected up to fifty percent (50%), up to ten percent (10%) will be randomly selected and tested for both drugs and alcohol excluding marijuana, as part of the random testing program.
- The testing population will be selected at random by an independent third party.
- The percentages and random tests will be executed throughout the calendar year.
- After being randomly selected, if a Cast Member refuses to participate in the testing process and/or Employee Assistance Program (EAP) he/she will be subject to separation.
- Any Cast Member that is on inactive status (e.g. a leave of absence) that exceeds thirty (30) days will be given a return to duty drug and alcohol test. Subsequent to the taking the test, a Cast Member may immediately be scheduled to work, prior to receipt of the test results.

Random Testing Results- Positive for Drugs and/or Alcohol:

- Any Cast Member with positive test results for drugs and/or alcohol, excluding marijuana will be subject to the EAP process as stated in Article 32, Section 14 of the Full Time STCU Agreement and Article 28, Section 14 of the Casual Regular STCU agreement, to maintain his/her employment with the Company, EAP program participation will only be offered one (1) time. Any subsequent positive results will subject the Cast Member to separation.
- During the first phase of the EAP program, the Cast Member will remain statused in his/her current role; however, they will not be scheduled to work in any safety sensitive roles.
 - Provided work is available, the Company may facilitate temporary deployment and/or the Cast Member may volunteer for non-safety sensitive work thru the extra hours hotline.
 - Under this condition, the Cast Member will be paid at the applicable hourly rate of pay relative to the role he/she is fulfilling.

Memorandum of Understanding
Random Drug and Alcohol Testing for IBT Parking

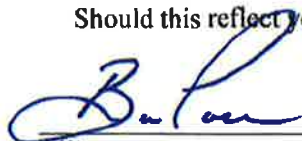
August 24, 2018

Page 2 of 2

- After successful completion of the first phase of the EAP, the Cast Member will be required to successfully pass a return to duty test. Upon receipt of the test results, the Cast Member will resume being scheduled in his/her statused safety-sensitive role.
- Additionally, as defined by EAP, the Cast Member will be subject to successful participation and completion of the comprehensive program, to maintain his/her employment with the company.
- Concurrent to any testing designated by EAP, the Cast Member will also remain and be subject to the random testing program for under the random testing program.

This Memorandum of Understanding shall survive and continue in full force and effect, notwithstanding the expiration of the term negotiated for the current or future collective bargaining agreement

Should this reflect your understanding of our agreement, please signify by signing below.



Bill Pace
Director, Labor Relations

8/24/2018

Date



Clay Jeffries
President
International Brotherhood of Teamsters,
Local 385

8/24/18

Date

August 20, 2018

Clay Jeffries
President
International Brotherhood of Teamsters, Local 385
126 N. Kirkman Road
Orlando, Florida 32811

RE: Letter of Intent / Bus Operations Post Incident Review Process

Dear Clay,

This document serves as a Letter of Intent to the International Brotherhood of Teamsters (IBT), Local 385 regarding the Company's Bus Post Incident Review Process. Per the Company's discussions with the Union during the 2017 STCU negotiations, the Company intends to continue its practice of a standardized Post Incident Review Process. The impacts to the driver of this updated review and training process do not change from the existing practices already in place today and as stated in the STCU Collective Bargaining Agreement. The goal of this process is to identify key factors that lead to Signal 4's and address incidents through feedback and training. We strive to improve driving skills, reduce the likelihood of Signal 4's and increase safety awareness within Bus Operations.

After all Bus Signal 4's where as part of the post accident/incident investigation process, WDW Transportation Management finds that, based on the drivers' actions/decisions, the accident/incident was preventable, the following process will be engaged:

- Following any Drug and Alcohol testing results, when the Cast Member returns to work they will be temporarily removed from a driving position and utilized in a non-driving capacity within their existing schedule.
- The Driver will perform a driving skills review with trained Bus Guest Service Manager or a designee on a pre-defined route.
- Based on the results of this driving skills review and the findings on the accident, the driver will be assigned a designated trainer and will be assigned the corresponding trainer modules and drive time to improve driving skills.
- If the driver is able to demonstrate the key driving skills during the post-accident driving skills review and pass/complete the defined applicable training, the driver will be placed back on a bus transporting guests.
- If the driver fails to demonstrate key driving skills during the post-incident driving skills review, they will be assigned to a Department of Transportation (DOT) assessment with a certified DOT instructor for further review.



Bill Pace



Date

Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

August 20, 2018

Clay Jeffries
President, International Brotherhood of Teamsters, Local 385
126 North Kirkman Road
Orlando, FL 32811-1498

RE: Letter of Intent – Character Integrity

Dear Clay,

Pursuant to our conversations regarding Character Integrity, this correspondence memorializes the Company's intent to preserve the magic of Disney for our Guest and Cast.

While the Company recognizes our Cast may share with family and friends that they perform at Walt Disney World, there is an expectation that the Cast will not publically share the specific character identities they may portray in the interest of protecting and preserving the magic of Disney for all Disney Guests. It is the Company's expectation that a Cast Member preserve the magic of Disney by making every effort to avoid any breach of Character Integrity.

Additionally, the Company's Character Integrity Policy was never intended to prohibit a Cast Member from identifying specific Character roles on a professional performance resume provided to a Casting Agent, in person or via email in a discreet manner.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Pace", with a stylized flourish at the end.

Bill Pace
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.

August 29, 2022

Walt Howard
President, IBT Local 385
126 N. Kirkman Road
Orlando, FL 32811

RE: Letter of Intent: Use of Actors' Equity Association Performers for Character Meet and Greet Work

Dear Walt,

This Letter of Intent ("LOI") documents the Company's intent to notify IBT Local 385 ("Union") whenever an Actors' Equity Association Performer ("Equity Performer") is assigned to Character Meet and Greet Work.

Pursuant to the terms of Appendix A, Paragraph 5 of the IBT Local 385 Addendum, Equity Performers will continue to be assigned to Character Meet and Greet work in accordance with past practice. When an Equity Performer is assigned to perform Character Meet and Greet Work, the Company will notify the Union.

Sincerely,



Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.

Character Department Schedule Bid Proxy

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

For all Character Department Cast Members regarding Schedule Bids:

- Each Cast Member will be asked to complete a proxy form in advance, which may be paper or electronic, indicating their preferred shifts to be used if the Cast Member is not present for their bid appointment.
- Cast Member will only be paid to participate in the bid process if they are working a scheduled shift. As a result, Cast Members are encouraged to submit their selection via a proxy form.
- If the Cast Member fails to make contact in person or by phone for their scheduled bid appointment, the bid process will not be delayed and the bid will proceed with no further attempts to contact the Cast Member. In this scenario, the Cast Member's proxy form will be used for their bid selection.

This MOU expires at the end of the term of the 2022 Regular Full Time STCU Agreement.

 07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Costumed Character Performers Cherry Picking Scheduling Bid Program

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

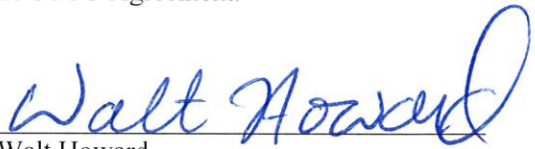
For all Costumed Character Performers, the Parties agree to Cherry Picking Schedule Bid process. Per the program, Costumed Character Performers shall select individual shifts (known as "Cherry Picking") in up to two (2) venues.

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



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

**Regular Full Time Character Performers Transfer Outside of Bargaining Unit DCL & Shanghai
Disney Resort**

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and IBT Local 385 mutually agree, in addition to the STCU Main Body Article 13, Section 6. "Transfer Outside of Bargaining Unit," a Regular Full Time Character Performer who transfers to a position or accompanies a spouse to Disney Cruise Line (DCL) or Shanghai Disney Resort shall retain and accumulate seniority for a period not to exceed thirty-six (36) months.

This MOU expires at the end of the term of the 2022 Regular Full Time STCU Agreement.



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Regular Part Time Character Captain

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The Parties agreed to continue the practice of utilizing Regular Part Time Character Captains. The Company shall select and/or status Cast Members into Regular Part Time Character Captain roles, in accordance with the Teamsters Addendum - GUIDELINES FOR NONPERFORMING CHARACTER ROLES, C. Character Captains.

During the life of this contract, total Regular Part Time Character Captain utilization shall not exceed fifteen (15%) percent of the total hours paid to all Character Captains.

For the duration of this Memorandum, SCHEDULES AND HOURS OF WORK, B. HOURS OF WORK, 6. Character Captain Overtime shall be superseded by the following:

Character Captain Overtime will be scheduled in accordance with the following overtime distribution sequence:

- a) Straight time statused Captains within pool
- b) Straight time Full Time Sub-Captains
- c) Straight time Part Time Sub-Captains
- d) Voluntary overtime statused within pool
- e) Voluntary overtime statused outside pool
- f) Voluntary overtime Sub-Captains
- g) Mandatory overtime statused within pool
- h) Mandatory overtime statused outside pool
- i) Mandatory overtime Sub-Captains

Further, current Part Time Sub-Captains will have the ability to become a statused Part Time Captain.

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



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Bus Operations Scheduling Committee/Pilot Programs

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.**

**And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The parties agree to continue to work with the Bus Operations Scheduling Committee to improve scheduling practices. Specifically, the Company and Union will meet, discuss and agree upon the implementation of new "Pilot" programs during the term of the 2022 Full Time STCU Agreement. Some of the goals and objectives of the Committee are:

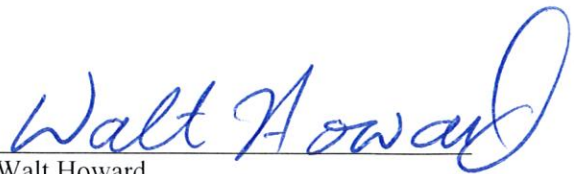
- To maximize the stability of the schedule of our Cast and maximize additional forty (40) hour lines while balancing the operational needs of the Company.
- To consider various bid options and to develop enhancements where possible to the bid line distribution.
- The effectiveness of the "Pilot" will be evaluated by the Company and the Union based on the stated objectives.
- If the Parties are not in agreement with regard to the success of the "Pilot," the Company will revert back to the previous scheduling practice that was in effect prior to the "Pilot."

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



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Personal Portable Electronic Devices
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties," regarding use of personal portable electronic devices in Buses.

It is the Company's intent that, pending a fair, thorough, and objective investigation, the use of personal portable electronic devices while in control of the bus will not generally result in discipline greater than a two (2) point reprimand under Article 18, Section 6 of the STCU Agreement, provided the Bus Driver is out of the driver's seat when the violation occurs, as determined by the Company. Based on a case-by-case assessment of the facts, the Company reserves the right to issue greater than a two (2) point reprimand, not excluding termination.

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



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

CAD AVL Effects Bargaining

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.**

**And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties," regarding the effects of the Computer Aided Dispatch Automatic Vehicle Location (CAD AVL) implementation in Buses.

During the implementation of CAD AVL, the Parties agree to discuss any impacts to Bus Drivers and Bus Dispatchers through the monthly Bus Scheduling Committee meetings. When necessary, the Company also agrees to meet outside the regular Bus Scheduling Committee to work with the Union over any changes.

With respect to shift extension requests, the Parties agree that seniority will be considered in the same manner that it is considered today. The Company will continue looking at straight time (ST) versus overtime (OT), but seniority will prevail where all things are equal. Where the difference in the impact to the Company is 15 minutes or less, the Company will prioritize ST over OT, but same-rate differences of 15 minutes or less will be considered as equal for the purposes of honoring extension requests. Where all things are equal, seniority will prevail.

The Parties agree that the principal goal of the CAD AVL technology is to ensure the highest level of safety and efficiency for Guest and Cast and to maximize the Guest experience. The Company may use evidence obtained through the use of CAD AVL for serious offenses, with such discipline subject to the grievance provisions of the Collective Bargaining Agreement. However, it is agreed that CAD AVL technology will not be the sole component of any investigation which results in discipline.

Furthermore, the Company's commitment to safety remains a critical component of the CAD AVL implementation. Accordingly, it is not the intent of the Company to discipline Bus Drivers solely on the basis of being late while driving their bus from one destination to the next, provided there is no Driver misconduct that contributes to the Driver arriving late.

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

 07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Driver Skills Training Enhancements
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and IBT Local 385 mutually agree that it is in the interest of both parties to have the best trained and safest Bus Drivers. To achieve this goal, Bus Drivers will participate in Driver Skills Training Enhancements.

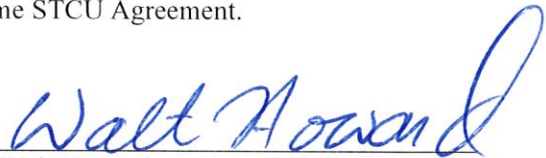
A Driver will periodically go through Driver Skills Training Enhancements. The purpose of the course is educational. The course is designed to enhance the skill set and professionalism of the Bus Drivers. Drivers Skills Training Enhancements will not be utilized as an assessment and will not be used for disciplinary purposes.

Additionally, this MOU in no way prohibits the Company from altering an existing training program, retaining old training courses, or implementing a new training program in the interest of safety.

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

 07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

**Skills Assessment Program
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.**

**And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and IBT Local 385 mutually understand the following in regards to the Company's implementation and administration of the Bus Driver Safety and Skills Assessment Program:

In the spirit of cooperation, at least thirty (30) days prior to implementation of the Bus Driver Safety and Skills Assessment Program, the Company will give IBT, Local 385, notification of implementation date, and upon request, will review and explain relevant details for the application and administration of the program. No driver will be subject to more than one Bus Driver Safety and Skills Assessment per year unless a random methodology is in use. Final review and assessment will be performed by a DOT certified trainer.

In the event of a FT or PT Bus Driver's inability to demonstrate the required assessment proficiency and inability to successfully complete an Evaluation, the Bus Driver will be provided the opportunity for retraining and evaluation. If the Bus Driver is still unable to demonstrate the required proficiency, the Company and the Union agree to the following:

- Bus Driver will be transferred to a position outside of Transportation (inclusive of Bus, Monorails and Watercraft Operations).
- Bus Drivers statused to a FT or PT Bus Driver position on or before the date of the ratification of the 2022 STCU Contract who are mandatorily transferred from a Bus Driver role due to the results of a Skills Assessment and Evaluation will maintain their current rate of pay until it reaches the maximum pay grade of the new position they are transferred to (red-circled).

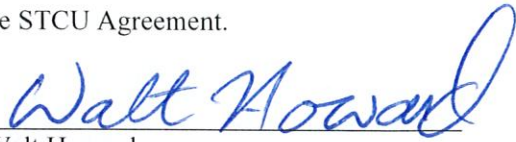
Any disputes on employment actions taken as a result of the administration of the Bus Driver Safety and Skills Assessment program will be subject to the grievance and arbitration procedures set forth in the applicable collective bargaining agreement between Walt Disney World Co. and the Service Trades Council Union.

Additionally, this MOU does not supersede the Bus Operations Standard in the IBT Addendum, whereby the Company reserves the right to address situations separate and apart from this MOU (e.g., in cases where the employee has demonstrated negligence, disregarded safety procedures, or other unacceptable behaviors, the Company may require immediate transfer [to another classification] or termination).

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

 07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Split Shift Bid Lines

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And

International Brotherhood of Teamsters Local 385

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and IBT Local 385 mutually understand the agreements reached between the Company and International Brotherhood of Teamsters, Local 385 regarding use of Split Shifts.

1. No Employee shall be forced to bid into split shift(s). These bid lines shall be strictly voluntary, with the exception of new hires (including transfers).
2. New hires (including transfers) may be placed in either the pool or split shifts based on business needs.
3. Actual bid lines will equal a minimum of at least the total head count at the time of the bid(s).
4. Split shift lines will be in addition to that total head count number at the time of the bid(s).
5. Split shift(s) shall be limited to a maximum of ten percent (10%) above the total head count at the time of the bid(s). If Employee demand expands beyond ten percent (10%), the Company will meet, discuss, and agree with the Union on the expansion.
6. A split shift shall consist of two (2) legs only.
7. Workweek(s) may consist of five (5) consecutive workdays with fixed start and end times [5/8s].
 - a. Each work leg shall consist of three (3) to six (6) hours, with a minimum guarantee of eight (8) paid hours each workday.
 - b. There shall be no more than a maximum of three (3) hours of down time in between each leg(s) of work.
 - c. The total workday hours shall not exceed eleven (11) total hours in any workday.
 - d. Bid lines will not be less than forty (40) hours a week.
8. Workweek(s) may consist of four (4) consecutive workdays with fixed start and end times [4/10s].
 - a. Each work leg shall consist of four (4) to seven (7) hours, with a minimum guarantee of ten (10) paid hours each workday.
 - b. There shall be no more than a maximum of three (3) hours of down time in between each leg(s) of work.
 - c. The total workday hours shall not exceed thirteen (13) total hours in any workday.
 - d. Bid lines will not be less than forty (40) hours a week.
9. Schedule bid lines in Bus Operations will be no less than six (6) hours with the exception of split shifts.

10. Breaks will be based on the following;
 - a. These shifts shall not be scheduled a lunch break.
 - b. Employees will be provided one (1) thirty (30) minute paid break during one of the two legs of their shift.
11. Article 10, Section 4 and Article 11, Section 6 (a) and (e) of the Collective Bargaining are not applicable to split shifts.
12. When split shifts are in effect, the Company will have a minimum of forty-five percent (45%) of employees receive bid lines that are no less than forty (40) hours per week.

This MOU shall survive and continue in full force and effect, notwithstanding the expiration of the term negotiated for the current or future collective bargaining agreement.



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Seventh Day Bullpen Double Time Clarification

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And International Brotherhood of Teamsters Local 385

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and IBT Local 385 mutually understand what constitutes a seventh day double time shift from the Bullpen.

In the spirit of cooperation, when filling Bullpen shifts, the Company has sole discretion to fill shifts first with straight time, then with overtime (time and one-half), then with double time.

The Employee(s) will be paid double time for seventh (7th) day hours assigned through the Bullpen when six (6) other days are worked in the same week and/or applicable benefit time constitutes a day worked for purposes of overtime.

In the event that an Employee signs up for seventh (7th) day double time via the Bullpen, the Employee will not be given the option to opt out of the shift, but rather will be required to work the shift or incur the associated attendance notation applicable under Article 18, Section 7 of the Service Trades Council Union (STCU) Collective Bargaining Agreement.

The following Transportation Bullpen Seventh (7th) Day Scenarios are clarified as follows:

Example 1: EHH on 6th Day; Bullpen Shift on 7th Day

Double time is paid because it is the 7th Day worked as a Bullpen shift.

SUN	MON	TUE	WED (RDO – 6 th Day)	THUR (RDO – 7 th Day)	FRI	SAT
8	8	8	8 VOL SHIFT	8 BP	8	8
8 ST	8 ST	8 ST	8 OT	8 DT	8 ST	8 ST

Example 2a: BP on 6th Day; EHH on 7th Day

Bullpen shift is worked on 6th day – Paid at OT/Time & Half – NOT Double time.

SUN	MON	TUE	WED (RDO – 6 th Day)	THUR (RDO – 7 th Day)	FRI	SAT
8	8	8	8 BP	8 VOL SHIFT	8	8
8 ST	8 ST	8 ST	8 OT	8 OT	8 ST	8 ST

Example 2b: BP on 6th Day; EHH on 7th Day

Bullpen shift is worked on 6th day – Paid at OT/Time & Half – NOT Double time.

SUN (RDO – 6 th Day)	MON	TUE	WED	THUR	FRI	SAT (RDO – 7 th Day)
8 BP	8	8	8	8	8	8 VOL SHIFT
8 OT	8 ST	8 ST	8 ST	8 ST	8 ST	8 OT

Example 3: Two Bullpen shifts

Bullpen shift worked on 6th day – Paid at OT/Time & Half – NOT Double time. Bullpen shift worked on 7th Day – Paid at Double Time.

SUN	MON	TUE	WED (RDO – 6 th Day)	THUR (RDO – 7 th Day)	FRI	SAT
8	8	8	8 BP	8 BP	8	8
8 ST	8 ST	8 ST	8 OT	8 DT	8 ST	8 ST

Example 4: One Bullpen shift worked on 6th Day

Bullpen shift is not paid as DT because it is not the 7th day; the Cast Member has an RDO.

SUN	MON	TUE	WED	THUR (RDO – 6 th Day)	FRI	SAT
8	8	8	Off	8 BP	8	8
8 ST	8 ST	8 ST		8 OT	8 ST	8 ST

Example 5: One Bullpen shift on Sunday & Saturday (With Sun/Sat as scheduled days off)

The bullpen shift on Sunday is the 6th day worked therefore it is paid as OT. The bullpen shift on Saturday is the 7th day worked therefore it is paid as DT.

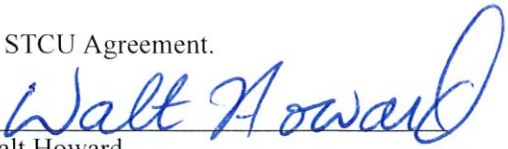
SUN (RDO – 6 th Day)	MON	TUE	WED	THUR	FRI	SAT (RDO – 7 th Day)
8 BP	8	8	8	8	8	8 BP
8 OT	8 ST	8 ST	8 ST	8 ST	8 ST	8 DT

The Company and the Union recognize that the WDW Bus Transportation Bullpen process is unique and that the above agreement shall not be utilized in any form as an interpretation regarding other processes covered by the STCU Collective Bargaining Agreement.

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


 Briana Mascaro
 Director, Labor Relations
 Walt Disney Parks & Resorts, U.S.

07/21/2023


 Walt Howard
 President
 International Brotherhood of Teamsters,
 Local 385

Bus Cameras
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and IBT Local 385 mutually understand the agreements reached between the Company and International Brotherhood of Teamsters, Local 385 regarding use of video cameras on WDW buses.

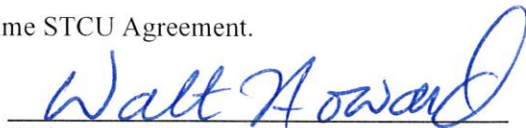
In the spirit of cooperation,

- The Company and Union agree that the principal goal of the Company's use of Bus Cameras and Load Zone Cameras is to ensure the highest level of safety for the Guest and Cast and to maximize the Guest experience.
- The Company may use evidence obtained through the use of Bus Cameras for serious offenses, with such discipline subject to the grievance provisions of the CBA.
- The Company will not use audio from any Bus Camera in the disciplinary process, unless the Company has met, discussed, and agreed on the usage with the Union prior to implementation.
- A member of Management, the Cast Member and/or a Shop Steward (if requested) will review the video prior to the issuance of any discipline.
- It is agreed that Bus Camera video will not be the sole component of any investigation which results in disciplinary action.
- A Cast Member involved in the discipline process may request and receive a review of the video footage to help support their case.
- The Company and Union agree to meet and confer subsequent to the Camera implementation for issues that may arise related to the use of Bus Cameras.

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

 07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Walt Howard
President, IBT, Local 385
126 North Kirkman Road
Orlando, FL 32811-1498

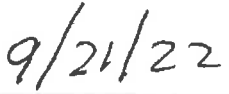
RE: Letter of Intent – Article 33 Labor/Management Operations And Safety Committee

Dear Walt,

During the course of the 2022 IBT Local 385 Addendum Negotiations, the Union and the Company discussed several safety topics, including the condition of Company-provided footwear.

Pursuant to Article 33 of the Service Trades Council Union collective bargaining agreement, the Union can submit a specific topic for the regular, ongoing Labor/Management Operations and Safety Committee. The Union may request to dedicate any meeting to a safety topic.

Sincerely,

Briana Mascaro
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

Date

Walt Howard
President, IBT, Local 385
126 North Kirkman Road
Orlando, FL 32811-1498

RE: Letter of Intent – Off-Duty Entertainment Cast Member Transportation

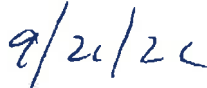
Dear Walt,

During the course of the 2022 IBT Local 385 Addendum Negotiations, the Union and the Company discussed the transportation of off-duty Entertainment Cast Members.

Transportation to Entertainment Base will be prioritized for Entertainment Cast Members who are on duty. Character Attendants who are off duty will be permitted to ride in Company-provided transportation to Entertainment Base when there is capacity in the transporting vehicle. This does not indicate that space will be made available or that the Cast Member should wait for future transporting vehicles.

Sincerely,





Briana Mascaro

Date

Director of Labor Relations

Walt Disney Parks and Resorts, U.S.

September 21, 2022

Walt Howard
President, IBT Local 385
126 N. Kirkman Road
Orlando, FL 32811

RE: Letter of Notification: Character Performer Schedule Limited Roles

Dear Walt,

During the course of the 2022 IBT Local 385 Addendum Negotiations, the Union and the Company discussed Character Performer Schedule Limited Roles. The Company will evaluate the current list of roles (referenced below) and determine the appropriate number of days associated with how these roles should be scheduled. Once the evaluation is complete, the Company will notify the Union of any potential changes to the limitations applied to these roles.

The current list of Character Performer Schedule Limited Roles are as follows:

1. Beast
2. Donald Duck
3. Sulley
4. Eeyore
5. Mike
6. Stiltwalker
7. Festival of Fantasy Swing Thug Axe & Mallet
8. Festival of Fantasy Flynn Rider
9. Sadness
10. Meet & Greet Olaf

Until the evaluation is complete, the Company will not schedule Character Performers in these roles more than three (3) days in a work week and will not schedule Character Performers in these roles more than three (3) consecutive days. These schedule limitations will apply to spares.

Sincerely,

B. Mascaro

9/21/22

Briana Mascaro
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

Date

September 21, 2022

Walt Howard
President
International Brotherhood of Teamsters, Local 385
126 N. Kirkman Road
Orlando, Florida 32811

RE: Letter of Notification | Van Driver Expectation

Dear Walt,

This letter serves as notification to the Union of the Company's intent to excuse some character performers from the expectation to drive the van. If a character performer is uncomfortable driving the van, the character performer should speak with their leader and will be offered additional van driver training. Leadership will review a character performer's request to excuse the character performer from their expectation to drive the van on a case-by-case basis, considering the character performer's concerns and operational needs.

Although the Company will excuse some character performers from the expectation to drive the vans, it is still a condition of employment that all character performers remain eligible to drive a van and hold a valid Driver's license. The Company continues to hold the right to require any character performer to drive the van at any time, including those who are excused from the expectation to drive the van. Additionally, all newly hired character performers will continue to be required to remain eligible to drive a van and hold a valid Driver's license.

Sincerely,

B. Mascaro

9/21/22

Briana Mascaro

Date

Director of Labor Relations

Walt Disney Parks and Resorts, U.S.

Beyond Parks Scheduling Pool Pilot (Character Captains and Character Attendants)

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The Parties agree to implement a Pilot to expand the Character Captain and Character Attendant Scheduling Pools ("Pilot") during the term of the 2022 Regular Full Time STCU Agreement. Specifically, the Parties agree as follows:

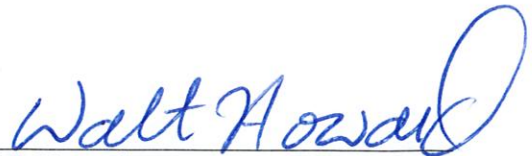
- Starting with the Spring 2023 Schedule Bid, in lieu of the language set forth in paragraph A(1)(a) of "SCHEDULES AND HOURS OF WORK" within IBT Local 385 Addendum B-2, Character Captain and Character Attendant Scheduling Pools will be as follows:
 - Magic Kingdom (1 scheduling pool)
 - Disney's Hollywood Studio (1 scheduling pool)
 - Epcot (1 scheduling pool)
 - Disney's Animal Kingdom (1 scheduling pool)
 - Beyond Parks (1 scheduling pool)
- Prior to the bid, the Company will post an interest sheet to allow Character Captains and Character Attendants to indicate their preference to move into the Beyond Park Scheduling pool. Character Captains and Character Attendants will be selected in seniority order from the interest sheet to create the Beyond Park Scheduling Pools. If positions remain unfilled within the Beyond Park Scheduling Pools, such positions will be filled in reverse seniority order, as allowed by operational needs.
- Character Captains and Character Attendants, within scheduling pools, will continue to select individual available shifts and posted day off combinations to create their scheduling line by seniority.
- Throughout the Pilot, the Parties will meet to discuss the success of the Pilot in the Parties' ongoing, regularly scheduled labor management committee meeting. If the Parties are not in agreement to continue the Pilot, the Parties will revert to the existing Character Captain and Character Attendant scheduling pool language set forth in in paragraph A(1)(a) of "SCHEDULES AND HOURS OF WORK" within IBT Local 385 Addendum B-2.

This MOU expires at the end of the term of the 2022 Regular Full Time STCU Agreement



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Casted Character Performers Bidding For Non-Cast Shifts

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The Parties agree that Character Performers who are not cast into a role for their full work week will be allowed to bid on shifts for the non-cast days in their work week. However, when operationally necessary, these Character Performers will be pulled from their bid shifts to cover shifts based on their skills.

The Parties will meet to discuss the success of this scheduling practice in the Parties' ongoing, regularly scheduled labor management committee meeting. If the Parties are not in agreement to continue this scheduling practice, the Parties will revert to the existing scheduling practice where Character Performers do not bid on shifts for the non-cast days in their work week.

This MOU expires at the end of the term of the 2022 Regular Full Time STCU Agreement



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Character Captain and Character Attendant Scheduling Pools – Magic Kingdom

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding (“MOU”) is between Walt Disney Parks and Resorts, U.S. (“Company”), and the International Brotherhood of Teamsters Local 385 (“Union”), a signatory to the Service Trades Council Union Agreement (“STCU Agreement”), collectively referred to as “the Parties.”

The Parties understand and mutually agree that the Company will continue to utilize one (1) scheduling pool for Character Captains and one (1) scheduling pool for Character Attendants at Magic Kingdom, rather than two (2) scheduling pools as set forth in the IBT Local 385 Addendum B-2 to the STCU Agreement.

This MOU expires at the end of the term of the 2022 Regular Full Time STCU Agreement.



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

September 23, 2022

Walt Howard
President
International Brotherhood of Teamsters, Local 385
126 N. Kirkman Road
Orlando, Florida 32811

RE: Letter of Intent / Bus Operator's Option to Wear a Bucket Hat

Dear Walt,

Pursuant to our conversations on September 9, 2022, regarding Bus Driver hat options, Bus Drivers are now permitted to wear a third (3rd) approved hat option from the Company's Costuming Department – the white bucket-style hat. The Company will notify the Union if hat options are updated.

Sincerely,

B. Mascaro

9/23/22

Briana Mascaro
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

Date

September 23, 2022

Walt Howard
President, International Brotherhood of Teamsters, Local 385
126 North Kirkman Road
Orlando, Florida 32811 – 1498

Letter of Intent Re: EHH Sign up Methodology

Dear Walt,

This letter addresses the Company's intention to maintain the EHH Sign Up methodology status quo.

Per our discussion, the Company intends to keep the existing EHH additional hours Sign Up methodology currently utilized in Bus Operations for the life of the agreement. If unforeseen circumstances arise the Company may implement a different EHH Sign Up methodology and will discuss any changes with the Union thirty (30) days prior to implementation.

- Scheduled voluntary overtime will continue to be distributed in accordance with the terms of the IBT Local 385 Addendum.
- The Classification of Bus Driver will have sole EHH shifts for the initial release of Transportation Bus Operations open shifts.
- Any remaining open EHH shifts for Bus Operations will be opened to qualified Cast Members at least one (1) day prior to the Sunday in which the shift occurs will be made available to qualified Cast Members in the classification of Coordinator of Training in Bus Operations
- Bus Drivers are able to sign up or be scheduled for additional shifts for up to a maximum number (currently at 70 hours in 8 days) of hours permitted by the Department of Transportation (DOT) for the week including scheduled hours.
- Non-Scheduled shifts for additional hours will be a minimum of six (6) hours per shift in Bus Operations.

The Company agrees to maintain this process for the duration of the 2022 STCU Agreement.

B. Mascaro *9/23/22*

Briana Mascaro Date
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

Walt Howard
President, IBT, Local 385
126 North Kirkman Road
Orlando, FL 32811-1498

RE: Letter of Intent: Flatwork, Towel Fold, and Catching Rotations

Dear Walt,

During the course of the 2022 IBT Local 385 Addendum Negotiations, the Union and the Company discussed several safety topics, including rotations between Flatwork, Towel Fold, and Catching. The Company is committed to continuing to meet and discuss rotations of tasks as a topic at the Parties' labor management committee meeting.

Pursuant to Article 33 of the Service Trades Council Union collective bargaining agreement, the Union may submit a specific topic for a Textile Labor/Management Operations and Safety Committee meeting. The Union may request to dedicate any meeting to a particular safety topic, including rotations.

Sincerely,

B. Mascaro 9/23/22

Briana Mascaro Date
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

Walt Howard
President, IBT, Local 385
126 North Kirkman Road
Orlando, FL 32811-1498

RE: Letter of Intent: Heat, Costuming, and Hydration Safety Parking LMC Agenda Topic

Dear Walt,

During the course of the 2022 IBT Local 385 Addendum Negotiations, the Union and the Company discussed several safety topics, including the heat, costuming, and hydration safety. The Company is committed to continuing to meet and discuss with the Union heat, costuming, and hydration safety as a topic at the Parties' regularly scheduled Parking labor management committee meeting. The Company commits to continue to provide Cast Members access to water.

Pursuant to Article 33 of the Service Trades Council Union collective bargaining agreement, the Union may submit a specific topic for the regular, ongoing Parking Labor/Management Operations and Safety Committee meeting. The Union may request to dedicate any meeting to a particular safety topic, including heat, costuming, and hydration safety.

Sincerely,

B. Mascaro

9/23/22

Briana Mascaro
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

Date

Bus Operations Dispatcher (Coordinator) Shifts

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S.

And

International Brotherhood of Teamsters Local 385

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The Company and IBT Local 385 agree to implement the following scheduling process for Dispatchers as indicated:

- When a Dispatcher calls-in to report an absence, resulting in an open Dispatcher shift, the open Dispatcher shift will be filled by a trained, qualified and available Cast Member utilizing the following process order:
 1. From the Bullpen:
 - Straight time hours to statused dispatchers who do not have a scheduled shift
 - OT hours first to statused dispatchers who do not have a scheduled shift
 - DT hours first to statused dispatchers who do not have a scheduled shift
 - Straight time to statused dispatchers who have a scheduled shift and are in the bullpen to start early on the day of
 - OT hours to statused dispatchers who have a scheduled shift and are in the bullpen to start early on the day of
 - DT time hours to statused dispatchers who are in the bullpen to start early on the day of
 - Straight time hours to dispatcher designees who do not have a scheduled shift
 - OT hours to dispatcher designees who do not have a scheduled shift
 - DT hours to dispatcher designees who do not have a scheduled shift
 - Straight time hours by seniority to dispatcher designees who are in the bullpen to start early on the day of
 - OT hours by seniority to dispatcher designees who are in the bullpen to start early on the day of
 - DT hours by seniority to dispatcher designees who are in the bullpen to start early on the day of
 2. From within the Hub of the open Dispatcher Shift
 3. From other Hubs
 4. From non-scheduled Cast members

The Bullpen Process for bus driver shifts due to an absence will be as follows:

- Straight time hours to drivers by seniority
- OT hours to bus drivers by seniority
- DT hours to bus drivers by seniority
- Straight time hours to statused dispatchers by seniority
- OT hours to statused dispatchers by seniority
- DT hours to statused dispatchers by seniority
- Straight time hours to COTs by seniority
- OT hours to COTs by seniority
- DT hours to COTs by seniority

In clarification of "open" bus driver shifts, shifts opened prior to the scheduled posting, assignments will be filled through the following process:

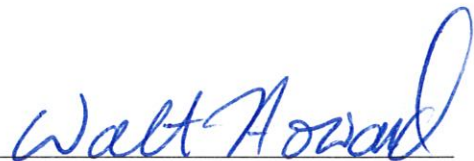
- Identify bus drivers providing the voluntary OT availability needed to fill the shift and assign by seniority, top down
- Identify statused dispatchers providing the voluntary OT availability needed to fill the shift and assign by seniority, top down
- Identify bus drivers needed to fill mandatory OT shifts and assign by seniority, bottom up
- Identify statused dispatchers to fill mandatory OT shifts and assign by seniority, bottom up

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



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Parking – Break Start Time

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.**

And

International Brotherhood of Teamsters Local 385

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Parties mutually agreed to the following regarding the WDW Parking Classification employee break start times.

- The fifteen (15) minute break period will begin at the point in time the employee is dropped off from the parking lot; or in areas where the employee walks to their break, a reasonable amount of time will be allowed to get to and return from the break area.

In extreme weather conditions, the Company will follow its current practice of evaluating the break time allotted to its Cast Members and will endeavor to make appropriate adjustments as necessary.

This MOU expires at the end of the term of the 2022 Regular Full Time STCU Agreement.

B. Mascaro

Briana Mascaro
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

9/23/22

Date

Walt Howard

9-23-22

Walt Howard
President
IBT Local 385

Date

Scheduling Methodology

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters Local 385**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The Company will meet, discuss, and agree with the Union prior to making any changes to the scheduling methodology for all Teamster-covered classifications.

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



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Textile Services Recall
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
International Brotherhood of Teamsters (IBT) Local 385 Addendum

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and International Brotherhood of Teamsters (IBT) Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Parties agreed to the following regarding the recall rights of Cast Member Ketzy Velez Perez (# 01206157):

- This Cast Member was recalled to their pre-furlough statused position, but has not returned to their pre-furlough statused location. The Cast Member will be permitted to automatically transfer into their pre-furlough statused location when a position in their current classification becomes available.
- The Parties agree to bypass seniority for purposes of this transfer.

The above shall not apply if the Cast Member declines the transfer, voluntarily transfers to a new location or position/classification through transfer genie, a displacement bid, or settlement agreement.

This MOU expires when the Cast Members has returned to their pre-furlough statused location or at the end of the term of the 2022 Regular Full Time STCU Agreement, whichever is earlier.



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

Bus Operations Scheduling – Maximize Hours for Cast

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.**

And

International Brotherhood of Teamsters Local 385

This Memorandum of Understanding (“MOU”) is between Walt Disney Parks and Resorts, U.S. (“Company”), and the International Brotherhood of Teamsters Local 385 (“Union”), a signatory to the Service Trades Council Union Agreement (“STCU Agreement”), collectively referred to as “the Parties.”

In the spirit of cooperation, as part of the 2022 IBT Local 385 Addendum negotiations, the Company and IBT Local 385 mutually agree to the following regarding scheduling:

- A minimum of thirty-five percent (35%) of employees will receive bid lines that are no less than forty (40) hours per week.
- A minimum of fifteen percent (15%) of employees will receive bid lines that are no less than thirty-five (35) hours per week.
- The maximization efforts above may need to adjust in the event of conditions beyond the control of the Company, such as natural disasters or other extreme circumstances, including but not limited to flood, hurricane, or other catastrophic events.

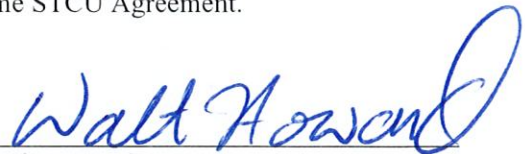
This MOU will not be in effect should more favorable terms regarding Work Week be agreed upon in the main body of the 2022 Service Trades Council Full Time agreement.

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



07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

**Bus Trainer Bid Lines
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And**

International Brotherhood of Teamsters Local 385

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and the International Brotherhood of Teamsters Local 385 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

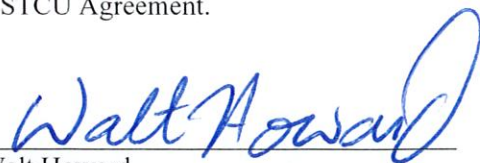
During the course of the 2022 negotiations, the Parties agreed to the following regarding the use of bus trainer bid lines:

- The Company will specify bus trainer bid lines in the bus driver schedule bid. Bus drivers who are designated by the Company as a bus trainer are eligible to select such bus trainer bid lines by seniority.
- Bus drivers designated as bus trainers will be paid the bus trainer premium for all hours worked for as long as they hold the trainer designation. If the Company removes a bus driver's trainer designation or the driver elects to opt out of the trainer designation, the driver will be paid at their applicable bus driver rate.
- If the Company removes a bus driver's trainer designation they will keep their bid schedule and days off for the remainder of the bid. If the driver elects to opt out of the trainer designation during the bid cycle, they will be placed in the pool and will maintain their bidded days off. The vacated bid line will remain unfilled until the Company designates new bus trainers. Drivers newly designated as bus trainers during a bid cycle may select from any open bus training bid lines based on seniority.
- If training shifts are not available, bus drivers designated as bus trainers will be eligible to receive both voluntary and mandatory overtime bus driver shifts, subject to operational need and availability.
- Trainer bid lines may only be traded to bus drivers designated as trainers.
- Bus trainers will bid vacation time with bus drivers.
- After ninety (90) days, a bus driver deselected from a bus trainer role may be reconsidered for selection to a bus trainer role.
- Floater bid lines will be in addition to the head count of trainers at the time of the bid.
- Bus Trainer and Bus Driver Dispatcher bid lines are not included in the percentage of 35- and 40-hour minimum guaranteed bid lines.

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

 07/21/2023

Briana Mascaro
Director, Labor Relations
Walt Disney Parks & Resorts, U.S.



Walt Howard
President
International Brotherhood of Teamsters,
Local 385

March 29, 2023

Walt Howard
President, IBT Local 385
126 N. Kirkman Road
Orlando, FL 32811

RE: Letter of Intent: Magic Kingdom Parades Santa Claus Pay

Dear Walt,

As discussed during the course of the 2022 STCU Full Time Negotiations, the Company intends to compensate Character Performers being utilized in the role of Santa Claus in Mickey's Once Upon a Christmas Time Parade at the Magic Kingdom an additional three dollars and twenty-five cents (\$3.25) per hour for actual hours worked in one (1) hour increments. This pay will not extend beyond the end of the shift.

This Letter of Intent will expire with the 2022 STCU Full Time Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christie Sutherland', with a long horizontal flourish extending to the right.

Christie Sutherland
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

March 29, 2023

Walt Howard
President, IBT Local 385
126 N. Kirkman Road
Orlando, FL 32811

RE: Letter of Intent: Magic Kingdom Mickey's Boo to You Parade Flag Corp Pay

Dear Walt,

As discussed during the course of the 2022 STCU Full Time Negotiations, the Company intends to compensate Character Performers being utilized in the role of Flag Corp in Mickey's Boo to You Parade at the Magic Kingdom an additional fifty cents (\$0.50) per hour for actual hours worked in two (2) hour increments as a minimum and in one (1) hour increments thereafter. This pay will not extend beyond the end of the shift.

This Letter of Intent will expire with the 2022 STCU Full Time Agreement.

Sincerely,

A handwritten signature in black ink, appearing to be 'Christie Sutherland', with a long horizontal line extending to the right.

Christie Sutherland
Director of Labor Relations
Walt Disney Parks and Resorts, U.S.

Addendum B-3

UNITE HERE! Local 362

Unless otherwise designated, the following items apply to all disciplines within UNITE HERE! Local 362 jurisdiction:

Labor/Management Committees

-
Shop Stewards scheduled to attend an LMC meeting on **their** day off will be paid according to Article 10, Section 4 of the STCU Agreement.

Employee Rights

The Company commits that UNITE HERE! Local 362 designated Shop Stewards will be utilized to represent UNITE HERE! Local 362 bargaining unit employees, when operationally feasible.

Bidding Process

Where the presence of a Shop Steward is applicable under Article 10, Section 5(a), UNITE HERE! Local 362 will designate the Shop Steward for the schedule bid.

A weekly copy of the posted schedule will be made available to the designated Shop Steward.

Exercising Preference on Transfer

Employees who submit "preference sheets" to determine their weekly schedules and transfer into a work location in between schedule bids, will be allowed to submit "preference sheets" to exercise **their** seniority for time of day, hours per week, and location. This provision does not apply to days off.

Company Vehicle Operations Standard

The parties recognize the Company's obligation to provide a safe means of transportation to its employees and/or Guests and agree that all accidents or occurrences must be investigated and disciplined on an individual basis. In those cases where the employee demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may require immediate transfer (to a non-driving role), discipline and/or termination. In those cases which do not require such action, the Company will utilize the following accident policy:

1. An accident is defined as contact made with a Company vehicle that results in damage to property or person and driver (employee) was at fault.
2. Two (2) accidents within a rolling twenty-four (24) month period may result in the removal from any role in which driving may be required.
3. Any dispute on application of this shall be subject to the grievance procedure.
4. It is the responsibility of all employees to report any accident immediately to a manager. Failure to report any incident or accident may result in termination.

ATTRACTIONS (includes Attractions, Auto Plaza, Slide Operations and Ticketing):

Cross-training will occur upon the request of the employee at least once every nine (9) months to other Attractions within **their** statused business unit.

Any employee who is out of an Attraction for six (6) months or more shall go through the appropriate re-certification process upon **their** return. It will be at Management's discretion to determine if additional training is needed.

Riverboat employees working in the Steam position (boiler only) will receive a thirty cents (\$.30) premium for actual hours worked specifically for working the Steam position.

Steam Train employees working in the **Fireperson** and Engineer positions only will receive a thirty cents (\$.30) premium for actual hours worked. Employees trained as a Steam Train Engineer who work in the crossing position, will receive a thirty (\$.30) cents premium for actual hours worked.

Kilimanjaro Safari employees working in the "Refueling" position who refuel the KSR vehicles shall be paid a thirty cent (\$0.30) premium, for actual time performing refueling.

When an Attractions employee transfers to a new scheduling pool, upon request of the employee, the Company will provide training updates for a period of three (3) months following the transfer provided the employee is likely to be scheduled or voluntarily work in their previous location. Required training will be less than two (2) hours in length and occur only on straight time.

When an Attractions employee regularly deployed or temporarily displaced returns to their statused classification/location the Company will not automatically remove proficiencies from their deployed/displaced location provided their training is current. The Company will not be required to provide updated training if the employee is not regularly working in the deployed/displaced location.

Attraction CM Trails, Attraction Artists and Attraction Jungle Cruise

Employees who request a transfer to the Attraction **CM Trails, Attraction Artist and Attraction Jungle Cruise positions** will be required to complete an interview, audition **and/or assessment** as part of the selection process.

Employees in the Attraction **CM Trails, Attraction Artist and Attraction Jungle Cruise positions** will participate in a structured training, observation and feedback program that allows for performance based recognition and counseling directly related to subject matter, content and delivery.

Any Employee in the Attractions **CM Trails, Attraction Artist and Attraction Jungle Cruise positions** who receives two reprimands for job performance in a rolling twelve (12) month period will be transferred to an Attractions **CM** position.

Attraction CM Operating Guidelines (OGs) Error Discipline

When a one (1) or two (2) point reprimand is issued to an Attraction **CM** for violating an Operating Guideline (OG), upon their request, the Attraction **CM** will be retrained pursuant to the specific OG violation.

In those instances when the Company has deemed an Attraction **CM** has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may:

- a) require immediate transfer (to another classification) in conjunction with the appropriate discipline; or
- b) terminate.

AUTO PLAZA TICKET SELLERS

Cash Handling and Operating Guidelines Error Discipline

Cash Handling discipline and Operating Guidelines/errors discipline will be combined and issued separately from the Regular Full Time STCU Agreement disciplinary point system.

1. General: In no event will Auto Plaza WDW **Employee** receive discipline for both Cash Handling and Operating Guidelines errors for the same violation.

The Company reserves the right to discipline outside this Guideline when just cause exists.

2. Cash Handling: An overage or shortage in cash and/or tickets that is the result of an errant transaction or a Operating Guidelines error and that results in a financial loss to the Company shall be subject to the Cash Handling Guideline below:

OVER AND SHORT MATRIX	
½ MARK	\$10.01 to the price of one automobile (base ticket) * (with tax) when referenced at the time of incident
1 MARK	The price of one automobile ticket (base ticket) * (with tax) plus one (1) cent to the sum of two automobile base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of greater than two automobile tickets (base tickets) * (with tax) plus one (1) cent or more when referenced at the time of incident

**Ticket refers to an automobile parking ticket (base ticket).*

Operating Guideline Errors

- (a) The following Operating Guideline errors shall result in two (2) marks:

1. Failure to log out of a Walt Disney Company Ticketing system.
2. Working out of an incorrect or unauthorized fund.

- (b) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:

1. Leaving tender of greater than Ten Dollars (\$10.00) in value unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
2. Lost keys or failure to return keys to the key system
3. Carrying any of the following: cash, coin, traveler's checks, Disney dollars, Gift Cards with value unescorted.

- (c) Violation of Operating Guidelines (OGs) may result in disciplinary action up to and including termination, in accordance to STCU Article 18.

Over and Short variances and/or Operating Guideline errors as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6 (b).

Upon reaching the second (2nd) reprimand, retraining will be offered. At the employee's request, an employee shall be transferred to a non-cash handling position after receiving a third reprimand for cash handling. Should the employee decide to remain in a cash handling position and reach the fifth (5th) point, the employee will be involuntary terminated.

Operating Guidelines errors that result in a financial loss to the Company will be treated as cash handling errors and shall have marks assessed based upon the cash handling guidelines

Over & Short variances of \$200.00 or more will result in a two (2) point cash handling reprimand.

Employees will be informed in all instances when they are issued marks even when the marks do not result in discipline.

TICKETING

Discipline as a result of overage/shortage will be presented and discussed with the employee within fifteen (15) calendar days after the date of the violation, unless prevented by the absence of the employee or extenuating circumstances beyond the control of the Company.

Cash Handling and Operating Guidelines error discipline shall each be handled separately under its individual discipline system as long as any Operating Guidelines error that results in a monetary loss to the Guests or the Company is documented in the Cash Handling matrix.

When assigned to a Ticket Sales location, Attraction **CMs** at Blizzard Beach, Typhoon Lagoon, and ESPN's Wide World of Sports box offices will receive premium pay of forty cents (\$.40) per hour for all hours worked performing Guest Services duties. Ticket Sales duties include, but are not limited to, ticket sales, ticket refunds, ticket upgrades, ATS transactions, vouchers, and dining reservations. The Guest Services premium will not apply to locations other than those stated above.

A. Cash Handling and Operating Guidelines Discipline

Cash Handling discipline and Operating Guidelines/errors discipline will be combined and issued separately from the Regular Full Time STCU Agreement disciplinary point system.

- (1) General: Discipline issued for cash handling or Operating Guidelines errors will not be covered under the general five (5) point disciplinary system. In no event will Ticket Sellers receive discipline for both cash handling and Operating Guidelines errors for the same mistake.
- (2) Cash Handling: An overage or shortage in cash and/or tickets that is the result of an errant transaction or an Operating Guidelines error that results in a financial loss to the company shall be subject to the guideline below.

OVER AND SHORT MATRIX	
½ MARK	\$10.01 to the price of a one (1) day adult base ticket * (with tax) when referenced at the time of incident
1 MARK	The price of a one (1) day adult base ticket* (with tax) plus one (1) cent to the sum of two (2) adult day base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of two (2) adult day base tickets* (with tax) plus one (1) cent or more when referenced at the time of incident

**Ticket refers to a 1-day Water Park Ticket.*

Over and Short variances as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6 (b).

Operating Guideline Errors

(a) The following Operating Guideline errors shall result in two (2) marks:

1. Failure to log out of a Walt Disney Company Ticketing system.
2. Working out of an incorrect or unauthorized fund.

(b) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:

1. Leaving tender of greater than ten dollars (\$10.00) in value unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
2. Lost keys or failure to return keys to the key system
3. Carrying any of the following: cash, coin, traveler's checks, Disney dollars, Gift Cards with value unescorted.
4. Issuing compensation, comp tickets, or performing any transaction other than a straight sale for a family member, relative or friend. All transactions, other than straight ticket sales must be approved and performed by a GSM who is not a family member, relative or friend of the Guest.

Upon reaching the second (2nd) reprimand, retraining will be offered. At the employee's request, an employee shall be placed in a non-cash handling position after receiving a third reprimand for cash handling. Should the employee decide to remain in a cash handling position and reach the fifth (5th) point, the employee will be involuntary terminated.

The Operating Guidelines errors that result in a financial loss to the company will be treated as cash handling errors and shall have marks assessed based upon the cash handling guidelines.

Employees will be informed in all instances when they are issued marks even when the marks do not result in discipline. The Company reserves the right to discipline outside these guidelines when just cause exists.

CUSTODIAL

Utility Premium Pay - Custodial **CMs** will receive forty (\$.40) cents per hour premium pay for all hours worked when operating the following equipment or performing the following tasks.

1. Hot and cold water Pressure Washer - Operators will receive the premium pay when utilizing a kerosene, electrical or gasoline fuel operated hot and cold water pressure washer.
2. (a) Sweeper Truck
(b) Ride on Sweeper/Scrubber/Pressure Washer
3. Truck and/or Trailer Mounted Extractor
4. Forklift
5. Highreach
6. Confined space work which requires special training and equipment
7. Operates gas-powered soaper
8. Genie Lift*
9. Scissor Lift*
10. Small Carpet Extractor
11. Window Washer – Window washing is a utility function defined as cleaning windows at various heights, utilizing typical professional window washing tools which may include, but not limited to squeegee, scrub wand and brush. Spray bottle cleaning of glass or mirror surfaces is not considered window washing utility work.
12. Hosing
13. Litter Hawk
14. Floor Refurbishment – For Wood, Terrazzo and Marble floor refurbishment only (restore to raw material and build back-up only). Not to include screening process, machine scrubbing or topping off.
15. Sand Pro
16. Boats for Water Cleanup
17. Rappelling Crew – For all locations requiring rappelling as defined as, certification through Reedy Creek, must descend or ascend on a rope with harness and figure eight harness and jumar. Also to include spotter (must have same training). Employees working in the capacity of rappelling will receive an additional fifty (\$.50) cents per hour premium for actual hours worked.

If an employee has a (regularly) permanently assigned work schedule which requires using the equipment listed above for fifty percent (50%) or more of **their** time on a quarterly basis, **they** will be statused at the utility premium rate. The premium pay will be paid in one (1)-hour increments when performing these tasks.

Whenever a Custodial **CM is operating a Genie Lift or Scissor Lift, the Company will make available a trained Custodial **CM** in the immediate area.*

Custodial Coordinators

Eligible Custodial Coordinators will receive the premium pay in the following situations:

1. The Custodial Coordinator operates the equipment or performs the tasks; or,
2. The Custodial Coordinator is coordinating the efforts of the Custodial CM Host/ess who operates the equipment or performs the tasks, provided that the Coordinator is trained and qualified to operate the equipment or perform the task.

Third (3rd) Shift Differential Pay for Custodial CMs

In addition to the Night Shift Differential of sixty cents (\$.60) per hour reflected in Article 12, Section 3, third shift Custodial **CMs** will receive forty cents (\$.40) per hour third shift differential increase. **Effective no later than ninety (90) days post ratification of the Agreement, in addition to the Night Shift Differential of one dollar (\$1.00) per hour reflected in Article 12, Section 3, third shift Custodial will receive one dollar (\$1.00) per hour third shift differential increase.**

Custodial Miscellaneous

A hose person will not be required to pull a hose longer than 175 feet (including a 25-foot drop length) without assistance to move the hose.

When Custodial overtime is available within a scheduling pool it shall be offered in the following order: Custodial **CMs** within a scheduling pool first; Custodial **CMs** outside a scheduling pool, but in the same profit center, second; employees from different job classifications third.

★ Custodial **CMs** working on the third shift (formally known as graveyard) shall exercise their scheduling seniority through line schedule picks. These picks shall be held at least twice per year and a UNITE HERE! Local 362 Shop Steward will be present. ¹

Custodial **CMs** who begin working night shift differential hours and are required thereafter to attend mandatory classes will be paid at the third shift differential rate for all hours in attendance at the class.

The Company will pay for the initial cost of a Type A, B, or C driver's license and endorsements for Custodial **CMs** who are required to obtain one to perform their job functions. Custodial **CMs** will be responsible for any costs associated with the renewal of these types of licenses.

All Custodial job assignments (details) will be distributed as equitably as reasonably practical.

At the employee's request, an employee shall be placed in a non-custodial position after receiving three (3) disciplinary points for job performance in a twelve (12) month period related to their custodial position. Should the employee decide to remain in the custodial position and reach the fifth (5) disciplinary point, the employee will be involuntarily terminated.

Internal Transfers

Priority will be given to the local area when transferring between utility premium position and non-utility premium position.

VACATION PLANNERS

A. Transfers and New Hires

1. Vacation Planning management reserves the right to select a pre-qualified talent pool from the Casting skill code list. Regular Full Time and Regular Part Time new hires and transfers will be selected based on seniority within this pre-qualified pool.

2. New Hires

New hires to Vacation Planning are subject to a one hundred twenty (120) calendar day probationary period. If the Company deems an employee's performance is unsatisfactory and/or the employee no longer desires the Vacation Planner role after 91 days, the employee will be recast to another role outside of Vacation Planning.

3. Transfers to Vacation Planning

There will be a one hundred twenty (120) calendar day qualifying period beginning the effective date of transfer. During this specified time period, if the Company deems an employee's performance is unsatisfactory and/or the employee no longer desires the Vacation Planner role, the employee will returned to **their** prior job classification and location and the employee shall be immediately eligible to transfer again.

B. Over and Short Cash Handling

Cash Handling discipline and Operating Guideline discipline will be issued in two (2) separate systems.

1. Over/Short: An overage or shortage that is the result of an errant transaction and that results in a financial loss to the Company or Guest shall be subject to the matrix below:

OVER AND SHORT MATRIX	
½ MARK	\$10.01 to the price of a one (1) day adult base ticket * (with tax) when referenced at the time of incident
1 MARK	The price of a one (1) day adult base ticket* (with tax) plus one (1) cent to the sum of two (2) adult day base tickets (with tax) when referenced at the time of incident
2 MARKS	The price of two (2) adult day base tickets* (with tax) plus one (1) cent or more when referenced at the time of incident

**Ticket refers to a 1-day Regular theme park ticket.*

Employee's must notify a manager (or Coordinator if a manager is not available) before clocking out if more than ten (\$10) over/short.

Over and Short errors as outlined above will result in a one (1)-point reprimand based on the following accumulation of Marks:

- I. Three (3) Marks in 30 calendar days
- II. Six (6) Marks in 90 calendar days
- III. Nine (9) Marks in 180 calendar days
- IV. Twelve (12) Marks in 365 calendar days

Reprimands shall be issued according to STCU Article 18, Section 6 (b).

At the employee's request, an employee shall be placed in a non-cash handling position after receiving a third reprimand for cash handling, provided non-cash handling positions are available.

2. Business Rules:

Business Rules will be presented during Vacation Planner training.

Business Rule errors are defined as:

- (a) A transactional error that does not result in a financial loss to the Company or a Guest. Under this situation, Vacation Planners will receive documented retraining.
- (b) A transactional error that does result in financial loss to the Company or a Guest. Under this situation, Vacation Planners will be subject to discipline based on the Over and Short Cash Handling Matrix as established in Section B-1 of this Addendum.

3. Operating Guideline Errors

- (a) The following Operating Guideline errors shall result in a one (1) point reprimand, provided there is no financial loss to the Company and/or a Guest:
 - 1. Leaving money, in any amount greater than ten (\$10) dollars, unattended and/or unlocked (in those areas where the Company provides secure drawers or work areas).
 - 2. Lost keys or failure to return keys to the key system.
 - 3. Carrying money unescorted.
 - 4. Issuing compensation, comp tickets, or performing any transaction other than a straight sale for a family member, relative or friend. All transactions, other than straight ticket sales must be approved and performed by a GSM who is not a family member, relative, or friend of the guest.

(b) The following Operating Guideline errors shall result in two (2) marks, regardless of financial loss to the Company and/or a Guest:

1. Failure to log out of the ticketing system.
2. Working out of an incorrect or unauthorized fund.

(c) Violation of Operating Guidelines (OGs) may result in disciplinary action up to and including termination, in accordance to STCU Article 18.

C. Opening and Closing

Vacation Planners will be given time to open and close their windows. This time shall be exclusive of an employee's walk-time, where applicable.

D. Training

No Vacation Planner will be required to perform transactions for which they have not been trained. All new business rules will be reviewed by the Labor/Management Committee.

Vacation Planners who have not performed the role for more than thirty (30) calendar days shall have the option of receiving up to eight (8) hours in-booth re-training before being returned to active Vacation Planning.

E. Vacation Planner Rewards Program

Vacation Planners shall work a minimum of four (4) days and sell a minimum number of tickets, as a Vacation Planner per fiscal month to be eligible for Rewards. The minimum number of tickets will be designated by the Company and discussed and reviewed by the LMC prior to implementation.

Vacation Planners may receive up to three (3) quality assurance observations per fiscal month. Stated Vacation Planning Coordinators will not be held accountable for the Sales Performance Accountability Guidelines.

1. Monthly Rewards

Vacation Planners shall select a reward(s) for which they qualify at the end of each month.

If the Vacation Planner qualifies for a reward(s), they shall select a reward(s) that they qualified for that month (rewards will not roll over on a monthly basis), and they must redeem within the communicated redemption period. Reward qualifications will be developed by the Company and reviewed and discussed with the LMC.

2. Sales Performance Accountability Guidelines

Sales performance accountability guidelines will begin after thirty (30) calendar days from the completion of Vacation Planning training. Performance that falls within the Sales Performance Tracking (SPT) level will be addressed as follows:

- Phase 1: two (2) months at SPT within a twelve (12) month rolling period will receive documented focused observations and coaching.
- Phase 2: three (3) months at SPT in a twelve (12) month rolling period will receive targeted retraining focused on Sales, Systems, or Product Knowledge.
- Phase 3: four (4) months at SPT in a twelve (12) month rolling period will receive an Individual Retraining Plan that is personalized training with a trainer focused on that employee's specific need. Employee will also be given the opportunity to voluntarily pursue a transfer to a non-Vacation Planning role.

- Phase 4: five (5) months at SPT in a twelve (12) month rolling period will be required to transfer to a non-Vacation Planning role utilizing the transfer process based on open positions at Casting at time of transfer.

F. Fulfillment

Fulfillment lines shall be posted for bid at schedule selections.

Fulfillment employees will receive premium pay of fifty cents (\$.50) per hour for all hours worked while performing fulfillment duties.

Fulfillment employees are ineligible for Vacation Planning Rewards excluding Team Rewards.

Animal Care/Innoventions Presenters

In the event the Company resumes performance of the work formerly performed by Animal Care Specialists, Animal Care Specialist Seniors, **and/or Innoventions Presenters**, the Company will notify UNITE HERE! Local 362.

LETTERS and MEMORANDA OF UNDERSTANDING

2022 COLLECTIVE BARGAINING NEGOTIATIONS

UNITE HERE! Local 362

For reference purposes only

Scheduling

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And UNITE HERE! Local 362 Addendum

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 362 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 Unite HERE 362 Addendum negotiations, the Company and UNITE HERE Local 362 agree to the following:

1. Cast Members represented by Unite HERE 362 who are scheduled in accordance with preference scheduling will be given the opportunity to adjust his/her individual preference, including:
 - Shift time of day,
 - Hours per week
 - Job/location, and
 - Preference order (time of day, hours per week, and job/location).
2. Days off is the only selection Cast Members will not be able to change.
3. This opportunity will be limited to one (1) time per employee between each schedule bid.
4. This process does not guarantee that the Cast Member will be given the schedule of his/her choice. Schedules may change based on business conditions. The change in preferences will result in schedules being assigned on a Full-Time seniority basis according to the STCU contract.

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



Christie Sutherland Date
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.



Eric Clinton Date
President
UNITE HERE! Local 362

Show Observation
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
UNITE HERE! Local 362 Addendum

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 362 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and UNITE HERE Local 362 mutually agree the intent of Show Observations is to provide an informal training process whereby designated employees give feedback in order to maintain and improve the high standards of Guest service.

1. Show Observations may be conducted at any live narration attraction or location.
2. The Show Observer will be designated by Management and will receive the Trainer Premium for all hours worked in that role.
3. A Show Observer will be required to attend a Show Observation instructional session prior to conducting Show Observations. Employees designated to conduct Show Observations will be rotated in the role.
4. An employee being observed will be notified prior to the Show Observation being conducted.
5. The Show Observation feedback will be shared as quickly as possible with the employee. The employee observed has the right to review the Show Observation report during the feedback session. Show Observation reports will not be posted in the areas.

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



Christie Sutherland
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/17/23

Date



Eric Clinton
President
UNITE HERE! Local 362

7/10/23

Date

Attractions Rotations

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
UNITE HERE! Local 362**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 362 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The Company and UNITE HERE Local 362 mutually agree that based on operating needs the Company will endeavor to position the Rest Periods and/or Lunch Periods in such a way that an Attractions H/H will be in rotation no longer than three (3) hours. Additionally, the Company will not cancel a rotational bump unless necessitated by such operational needs.

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



Christie Sutherland 7/17/23
Director, Labor Relations Date
Walt Disney Parks and Resorts, U.S.



Eric Clinton 7/10/23
President Date
UNITE HERE! Local 362

September 23, 2022

Eric Clinton
President, UNITE HERE Local 362
1255 La Quinta Drive, Suite 212
Orlando, Florida 32809

Re: Letter of Intent regarding Jungle Cruise and Typhoon Lagoon Main Entrance Break Rooms

Dear Eric:

Pursuant to our conversations during the 2022 UNITE HERE! Local 362 Addendum negotiations, within 90 days of ratification of the 2022 Service Trades Council Union Full Time Agreement, the Company will designate the Main Street Breakroom as the break room for Jungle Cruise employees. As such, the employees will check in to CDS and/or clock in/out for breaks and lunches at the Main Street Breakroom. The Company will explore and implement a similar resolution for Typhoon Lagoon Main Entrance.

Sincerely

A handwritten signature in black ink, appearing to read 'CS', with a long horizontal flourish extending to the right.

Christie Sutherland
Director, Labor Relations

Custodial Scheduling

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And UNITE HERE! Local 362 Addendum

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UNITE HERE! Local 362 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 Unite HERE 362 Addendum negotiations, the Company and UNITE HERE Local 362 agree to the following:

The Company will continue the scheduling practice for Hollywood Studios Showkeeping, Magic Kingdom, and Animal Kingdom Custodial scheduling pools. The parameters are as follow:

1. The Company will provide **hard lines** for at least fifty percent (50%) of the Full-Time Cast (based on actual headcount at time of the bid) within the Custodial scheduling pool (excluding staturesd coordinators).
2. In accordance with Article 5 of the collective bargaining agreement, days off and shift hours of the hard lines will be determined at the Company's sole discretion based on business needs.
3. During the weekly scheduling process, shifts may have variable start and end times based on business drivers (e.g. Park Operating Hours, Park Attendance, Special Events, etc.) with the following parameters:
 - Opening shifts will not vary more than two (2) hours between start time and two (2) hours between end times
 - Mid shifts will not vary more than one-half (1/2) hour between start time and one-half (1/2) hours between end times
 - Closing shifts will not vary more than three (3) hour between start time and five (5) hours between end times
4. Employees staturesd within Parks Day Custodial job classifications will be offered the opportunity to select and/or preference **primary** job function/assignment in seniority order during the schedule bid.
 - In accordance with Article 5, Section 1 of the 2022 STCU Agreement, the Company reserves the right to adjust assignments based on operational need either in schedule production and/or day of assignments.
 - If the Company determines a need to discontinue or modify the opportunity to select and/or preference primary job function/assignment at all or some of the Park locations, the Union will be provided a minimum of sixty (60) days' notice prior to the next bid. Upon request, the Company will meet and discuss the change and bargain over the impacts on employees, if any.

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


Christie Sutherland
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.
Date 7/17/23


Eric Clinton
President
UNITE HERE! Local 362
Date 7/10/23

Addendum B-4
Transportation Communications Union (TCU/IAM) Lodge 1908

WATERCRAFT

Scheduling

1. Where in person bids are utilized, a Shop Steward will be present during bidding.
2. ★A Shop Steward may request review of hours worked on a quarterly basis.
3. ★If an employee elects to drop a bid line, they cannot bid on an open line for the duration of the bid.
4. ★Watercraft employees can request at any time 5th, 6th, and 7th day overtime before others are involuntarily required to perform overtime.
5. Employees working a paid shift of seven (7) or less hours will not be required to take an involuntary lunch.

Additionally, scheduling for all Full Time Seven Seas, and Bay Lake Watercraft Operations work groups, including but not limited to, Grand One and Magical Fireworks Voyages, will be done in the following manner:

1. ★ Coordinators, Wash Crews, Light Show and Grand One will bid once a year all at the same time **(Magic Kingdom only)**. The Company reserves the right to conduct additional bids as needed.
2. Employees who transfer (excluding those from EPCOT Friendship, Sassagoula/Rivercruise Boat Operations, Monorail Operations, ~~and~~ Seven Seas and Bay Lake Lake Patrol Operations, **and Gondola**) into Seven Seas and Bay Lake Watercraft Operations or Monorail Operations must wait two (2) years prior to exercising their seniority for schedule bid purposes or pool.
3. Night Shift Differential (Magic Kingdom Only)

If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, **they** will be paid a differential of seventy cents (\$.70) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window. **Effective no later than ninety (90) days post ratification of the Agreement, if an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, they will be paid a differential of one dollar (\$1.00) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window.**

Watercraft - Miscellaneous

Re-Certification - Employees who transfer out of Watercraft and/or have not operated a Watercraft vessel for a period of six (6) months or more must be re-certified on the vessel(s) prior to operating the vessel(s). This applies to cross-utilization situations and employees returning to the area.

Regular Full Time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, and Seven Seas and Bay Lake Lake Patrol will be given priority to transfer to openings within these five (5) operations.

Transportation Cast Member Premium

Employees statused to Monorails and Watercraft will receive thirty cents (\$.30) per hour premium pay when using a gas powered pressure washer, or when operating Genie Lift or Scissor Lift in one (1)-hour increments. **Effective ninety (90) days post ratification of the Agreement, Employees statused to Monorails and Watercraft will receive forty cents (\$.40) per hour premium pay when using a gas powered pressure washer, or when operating Genie Lift or Scissor Lift in one (1)-hour increments.**

★ *This provision only applies to Regular Full Time employees*

Company Vehicle Operations Standard

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all accident occurrences must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may issue discipline, require immediate transfer to another classification, or termination, or a combination of these.

In those cases which do not require such action, the Company will utilize the following incident/accident standard:

1. An incident is defined as contact made by a watercraft with any object which results in damage from \$0 to \$1,000 to the craft and/or to the object.
2. An accident is defined as contact made by a watercraft with any object which results in damage greater than \$1,000 to the craft and/or to the object or damage to bowsprit requiring replacement.
3. Two (2) chargeable incidents within a three (3) year period equal one (1) chargeable accident.
4. Damage estimates provided by Walt Disney World Dry Dock Maintenance shall be used to determine the true dollar damage amount.
5. Three (3) chargeable accidents within a three (3) year period will result in permanent removal from all Watercraft operations.
6. All references to time periods in this standard refer to continuous work periods specifically, excluding any leaves of absence.
7. Incidents and accidents shall not be assessed points within the five (5)-point discipline system. However, discipline issued in conjunction with an accident or incident will count within the five (5)-point discipline system.
8. Damage resulting from an incident or accident which occurs while operating a Company car, van or truck shall not be governed by this standard.
9. The cost associated with broken lines will not be included in estimating total damages within this agreement. Violations of Company guidelines resulting in line breakage will be evaluated within the five (5)-point discipline system. Any damage caused by a broken or untied line will be evaluated within this agreement.
10. Management will review all incidents/accidents independently of all others and may take into account considerations for weather conditions, pilot experiences, mechanical malfunctions, and structural defects.
11. All chargeable incidents and accidents will be documented in writing, recorded on the employee's record card, and remain active for cumulative purposes for three (3) years.
12. The above incident/accident policy applies to all Seven Seas and Bay Lake Watercraft, Sassagoula/Riverside Boat Operations, and EPCOT Friendship Boat Operations, and Resort Lake Patrol and Fishing Guides.

MONORAILS

Violation of Clearance Procedures (VOCP)

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all violations of clearance procedures must be investigated and disciplined on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may issue discipline, require immediate transfer to another classification, or terminate.

In those cases which do not require such action, the Company will utilize the following violation of

clearance procedure policy:

1. All violations of clearance procedures will be documented in writing, recorded on the employee's record card, and remain active for cumulative purposes for three (3) years.
2. Three (3) violations of clearance procedure within a two (2) year period will result in permanent prohibition from operating a monorail and mandatory transfer from the Transportation area. The employee may choose to accept a position in another Transportation department, provided an opening exists. If the employee transfers to another Transportation department and commits any one (1) incident or accident within a twelve (12) month period of time, **they** will be permanently disqualified from any Transportation classification.
3. With exception to number 4 below, violations of clearance procedure shall not be assessed points in the discipline point system, Article 18, Section 6.
4. All overruns of the MAPO system will be reported. When an overrun of the MAPO system is not reported, the employee will receive a one (1) point reprimand which will be counted in the disciplinary point system (Article 18, Section 6). Additionally, the employee will receive one (1) point on the VOCP matrix.

Monorail Central Controller

1. The Company will determine the qualifications for employees who are statused to the Monorail Central Controller classification. **Only non-probationary, regular employees shall be eligible for Monorail Central Controller positions.**
2. The Company reserves the right to unilaterally select, from within the Monorail classifications, individuals to be utilized in the Monorail Central Controller Classification. Openings for statused positions will be posted.
3. The Company reserves the right to remove any statused Monorail Central Controller who is not performing to acceptable standards. If the removal occurs within a one hundred twenty (120) day qualifying period, there will be no recourse to the grievance procedure. **If the Company initiates a removal under this Section, the employee shall be immediately eligible to transfer.**

Monorail - Miscellaneous

Re-certification – Employees who transfer out of Monorail and/or have not operated a train for a period of six (6) months or more must be re-certified on the train(s) prior to operating the train(s). This applies to cross-utilization situations and employees returning to the area. Management reserves the right to change the frequency of re-certification based on changing business conditions.

Regular Full Time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Watercraft Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, or Seven Seas and Bay Lake Patrol will be given priority to transfer to openings within these five (5) operations.

Monorail - Scheduling

Scheduling for all Regular Full Time Monorail employees will be done in the following manner:

1. Where in person bids are utilized, a Shop Steward will be present during bidding.
2. ★A Shop Steward may request review of hours worked on a quarterly basis.
3. ★If an employee elects to drop a bid line, they cannot bid on an open line for the duration of the bid.
4. Employees who transfer (excluding those from EPCOT Friendship, Sassagoula/**Rivercruise** Boat Operations, Watercraft Operations, Seven Seas and Bay Lake Lake Patrol Operations, **and Gondola**) into Seven Seas and Bay Lake Watercraft Operations or Monorail Operations must wait two (2) years prior to exercising their seniority for schedule bid purposes or pool.

★ *This provision only applies to Regular Full Time employees*

5. ★Monorail employees can request at any time 5th, 6th, and 7th day overtime before others are involuntarily required to perform overtime.

6. Employees working a paid shift of seven (7) or less hours will not be required to take an involuntary lunch.

7. Night Shift Differential (Magic Kingdom Only)

If an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, **they** will be paid a differential of seventy-cents (\$.70) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window. **Effective no later than ninety (90) days post ratification of the Agreement, if an employee works any part of a shift between the hours of 12:30 a.m. and 5:00 a.m. and are not otherwise eligible for the night shift differential, as defined in Article 12, Section 3, they will be paid a differential of one dollar (\$1.00) per hour in addition to their straight time rate for those hours worked within the 12:30 a.m. to 5:00 a.m. window.**

8. ★Coordinators and Central Controllers will bid once a year all at the same time. The Company reserves the right to conduct additional bids as needed.

GONDOLA

Scheduling

Scheduling for Regular Full Time Gondola employees will be done in the following manner:

1. **Re-certification – Employees who transfer out of Gondola and/or have not operated a Gondola system for a period of six (6) months or more must be re-certified in Gondola prior to operating the line. This applies to cross-utilization situations and employees returning to the area.**
2. **Skyport Scheduling – Employees trained on Skyport may preference Skyport during schedule bids. The Company will post interest sheets based upon business needs for Gondola employees to volunteer for Skyport training. Training will be assigned in seniority order first from the interest sheets.**

Houseperson Premium

1. Housepersons will receive the forty cents (\$.40) per hour premium pay for all hours worked when operating the specified equipment or performing the specified tasks as outlined in "Custodial **CM** Utility Premium Pay" in UNITE HERE! Local 362 section of Addendum "B-3."
2. Interchangeability to include "junior qualified Houseperson" when utilizing a Houseperson as a Housekeeper.
3. Job assignments in linen will be assigned on a separate schedule to those who currently do the role. Future openings and call-ins/sicks will be filled with the most junior qualified Houseperson.
4. **Guests will be notified that the Company reserves the right to inspect rooms on a daily basis.**
5. The Company will adjust the workload based on occupancy, and distribute the work equitably.

Custodial

The Company and Unions agree that all terms and conditions negotiated in the **2022** UNITE HERE! Local 362 Custodial addendum will also apply to TCU Local 1908 Custodial Cast Members.

★ *This provision only applies to Regular Full Time employees*

BELL SERVICES

Gratuities

Bell Services Tipped Gratuity Matrix

LUGGAGE	Description	Rate	Rate Effective 90 days post ratification	Rate Effective Oct. 1, 2023	Rate Effective Sept 29, 2024	Rate Effective Sept 28, 2025	Rate Effective Oct 4, 2026
Conventions	Luggage to/from room	\$6.00	\$6.75	\$7.00	\$7.25	\$7.50	\$8.00
In & Out	loading/unloading	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Disney Cruise Line (DCL)	Luggage to/from room	\$6.00	\$6.75	\$7.00	\$7.25	\$7.50	\$8.00
In & Out	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Disney's Magical Express (DME)	Luggage to/from room	\$6.00	\$6.75	\$7.00	\$7.25	\$7.50	\$8.00
In	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Resort Special Activities (RSA)	Luggage to/from room	\$6.00	\$6.75	\$7.00	\$7.25	\$7.50	\$8.00
	loading/unloading (when asked)	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
No Guest Contact (NGC) Room Changes	luggage to/from room	\$6.00	\$6.75	\$7.00	\$7.25	\$7.50	\$8.00
COMPANY NOTICES							
DCL Luggage Notice – Delivery at, under, or inside the room	Bellmen	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
DME Transportation Notice	Front Office At All Locations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ROOM DELIVERY							
Delivery at the Door/ Under the door/ Just inside the door	Bellmen	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Delivery requiring set up or specific location in the room	Bellmen	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Items moved from one location to another (boxes)	Bellmen	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Package delivery ¹ (per charged for package)	Bellmen	\$1.50	\$2.00	\$2.00	\$2.25	\$2.25	\$2.75
Grocery delivery ² (per charged for complete delivery – not per item/grouping/bag)	Bellmen	\$1.50	\$2.00	\$2.00	\$2.25	\$2.25	\$2.75

The following will be considered agreed upon definitions related to the grid:

- “When asked” is when asked to perform the work by a leader.
- Note: Rates and guarantees cited will be considered minimums.
- The above grid applies to work performed by tipped employees only
- Include all Tipped Locations

1 “Package Delivery” if subject for any package delivered by a **Bellperson** to a Guest room where the Guest is charged a service fee and is based on the number of charges to the Guest for the delivery.

2 “Grocery Delivery” if subject for any complete grocery delivery delivered by a **Bellperson** to a Guest room where the Guest is charged a service fee.

Disney Cruise Line Gratuities

1. Disney Cruise Line departure card deliveries will be paid in the following manner:
Card delivery at, under or inside the room (see Gratuities Grid).
2. **Bellpersons** at moderate Resorts will be paid (see Gratuities Grid) when Management requests them to perform all guaranteed gratuity functions of the Disney Cruise Line without assistance, e.g., loading/unloading, delivery and pick-up of guest bags.

Group and Convention Guaranteed Gratuities

1. Guaranteed gratuities will be paid for conventions and groups which guarantee the gratuities for arrivals and departures at the following Resort locations: Disney's Animal Kingdom Lodge, Disney's BoardWalk Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa; Disney's Old Key West Resort; Disney's Saratoga Springs Resort and Spa; Disney's Port Orleans Resort; Disney's Caribbean Beach Resort; Disney's Coronado Springs Resort; Disney's Polynesian Resort; **Disney's Riviera Resort**; Disney's Wilderness Lodge; and Disney's Yacht and Beach Club Resorts. **Bellpersons** will receive (see Gratuities Grid) for luggage delivery. When asked to load or unload group bus arrivals (see Gratuities Grid).
2. A total (and maximum) of (see Gratuities Grid) will be paid for conventions and groups which guarantee the gratuities for arrivals and departures at all other Resorts. **Bellpersons** will receive (see Gratuities Grid) per room for luggage assistance.
3. Individual group or convention arrivals by car which are guaranteed at the above rates (in and out) will be handled in the following manner.
 - (a) All Bell Service employees will use luggage control cards.
 - (b) Bell Service staff is paid (see Gratuities Grid) per trip to a room (in and out).
4. The work and gratuity associated with group or convention arrivals by bus will be divided in the following manner:
 - (a) When asked to perform the work, **bellpersons** are equitably pulled from rotation to tag and sort luggage. A roster of those working is maintained and (see Gratuities Grid) per room is paid and the total amount divided among those listed.
 - (b) Bell Service employees are paid (see Gratuities Grid) upon delivery or pick-up of luggage (in and out). At Resorts other than those listed in (1) above, if available, Bell Services Dispatchers and/or Resort Luggage Greeters will assist in tagging and sorting luggage.
 - (c) If only Bell Service staff is used for a bus arrival and departure, they will receive the entire amount.
5. Only those monies which are attributable to rendered services will be distributed to employees.
6. The Company reserves the right to distribute cards stating that the gratuity for luggage handling has been prepaid by the Group and/or Convention. The Company will issue these cards in good faith and take appropriate measures to ensure they are not distributed in error.
7. The Company will establish a process to guarantee gratuities for guests escorted by Resort Special Activities if the **bellpersons** are deprived of the ability to have contact with the guest. Gratuities will be paid at the agreed upon convention rates.

Pre-Planned Guaranteed Room Deliveries

Bell Service employees will receive the following amounts per room/villa:

1. (see Gratuities Grid) for all deliveries at the door, under the door, or just inside the room.
2. (see Gratuities Grid) for items requiring set-up. Set-up will be defined as specific placement within the room (e.g., on the nightstand), or positioning certain items in relation to one another.
3. (see Gratuities Grid) per item for items moved from one location to another (i.e., boxes, crates, etc.).

Communication

1. **On the Company's website under "Guest Services," within the Bell Services/Luggage Assistance section, "Gratuity not included" will be added.**
2. If a guest requests luggage assistance on departure and requests service knowing **they** will not be present when the bellman arrives, the Company agrees to have the employee obtaining the Guest's information, and who is the final contact state the following: "Please leave your bags just inside the door. If you would like to leave a gratuity, please place it underneath your luggage." This spiel will not be given in any other circumstances (e.g., room change, guest inconvenience, or other similar circumstances). This information will be included in the training manuals for Bell Services and Front Office employees. Each property will individually determine if the Front Office employees should provide this information.
3. The following language will be included in all DME departure notices:
"Upon arrival, it was our pleasure to provide luggage assistance as part of our Disney's Magical Express service. However, upon departure, bell service luggage assistance is not included in our complimentary Disney's Magical Express service. If you would like assistance with your luggage, we ask that you make arrangements with our Bell Services Cast. Please touch the Bell Services button on your in-room phone and a Bellman will gladly assist you. Please allow enough time prior to your motor coach pick-up time to request assistance."

Training

Tipped Bell Services employees, when training other Tipped Bell Services employees, will be paid at the base Hospitality **CM** rate, plus training premium of fifty cents (\$.50) per hour, plus tips.

Scheduling

The following will be considered agreed upon definitions related to schedules:

- Shift: The hours an employee is scheduled, from start time until end time, within one (1) day.
- Line: A combination of scheduled shifts and consecutive days off within the workweek.
- Bid Schedule: A combination of all lines within the bidding location.
- Posted Schedule: A combination of the schedule bid and any other shifts deemed necessary by business needs for the week scheduled.

★ The scheduling procedures listed below are exclusively for the Bell Services Regular Full Time Tipped Cast Members and do not establish any precedent whatsoever for any other areas and/or departments. The scheduling procedures include all Regular Full Time personnel in the department, excluding statused third shift **Bellpersons**. Daily staffing will continue to be accomplished utilizing a traditional master schedule in accordance with operational requirements.

1. ★ Management will calculate the top fifty percent (50%) of Regular Full Time employees excluding graveyard by seniority prior to the scheduling process **to determine the number of employees who can select their individual schedule (i.e. cherry pick lines)**. If an uneven number of people result, Management will round off to the next whole number, e.g., 6.2 = 7. Should an employee in the top fifty percent (50%) **decline a cherry pick line**, then the top senior employee not in the top fifty percent (50%) shall be included **in the cherry pick process**. **No employee will be required to cherry pick. Employees declining a cherry pick must wait to select days off until the cherry pick concludes.**

★ *This provision only applies to Regular Full Time employees*

When creating the pool of shifts for employees to select from, Management will include all shifts that are anticipated to be needed on a regular basis until the next schedule bid.

The following parameters apply:

- Employees must select two (2) consecutive days off. In the event that **an employee** voluntarily requests split days off, it may be granted based on Management discretion **and with approval of the Union.**
 - Employees must select all a.m. shifts by day (a.m. is a start time by noon) or all p.m. shifts, by day (p.m. is a start time after noon). **An employee's** voluntarily request **for** a mix of a.m. and p.m. shifts **will not be unreasonably denied.**
2. ★ **After the cherry picks have concluded, fifty percent (50%) of the remaining employees will have the option in seniority order to choose float with set days off from the remaining day off combinations. No employee will be required to select set days off. Should an employee decline to select set days off, the option to choose float with set days off passes to the next senior employee until it reaches the 50% maximum.**
- The floater schedule will cover vacation relief.
3. If available, a Regular Part Time employee will be scheduled to cover the third shift in the event the employee who has bid that line is on vacation, a leave of absence, or in the event of any vacancy, for a period not to exceed sixty (60) **shifts per calendar year**. If a Regular Part Time employee is not available, the least senior available Regular Full Time Tipped Bell Services employee will be assigned this shift, for a period not to exceed sixty (60) **shifts per calendar year**. Once the least senior available employee has worked sixty (60) cumulative **shifts** in a calendar year, shifts will then be filled by the next least senior available employee.
4. ★ When Management changes a selected bid schedule for an employee due to business necessity, all shifts that are available, including floater shifts, will be available for selection by the affected employee by seniority. If a more senior employee has selected a floater line, then that employee will select **their** shift first. The remaining shifts will be assigned to floaters by seniority. All shifts that cannot be scheduled will then be covered by Regular Part Time employees. Regular Part Time employees will be scheduled last.
- (a) Management will make every reasonable attempt to contact affected employees for a schedule change within forty-eight (48) hours. This will allow affected employees to select a new shift from available shifts prior to the weekly schedule posting. If, for any reason, employees cannot be contacted within forty-eight (48) hours, Management will assign a schedule as close to the bid line as possible and continue the schedule posting.
 - (b) If schedule changes are necessary after a posted schedule, then Management has the right to make schedule changes as required to manage the operation without references to the pre-posting process.
 - (c) A minimum of two (2) schedule picks/bids per year will be conducted.
- Upon transfer to a new resort, existing Regular Full Time Bell Services Tipped Employees will be eligible to exercise **their** seniority for time of day, hours per week, and location as a float Cast Member until the time of the next schedule bid. This provision does not apply to days off.
5. ★ If Full Time lines are added to the schedule in-between bids, and have been available for forty-five (45) days or longer.

When Full Time lines are added to the schedule either by converting Regular Part Time shifts or by business necessity, they will be filled through the transfer procedure and not by first converting affected Regular Part Time employees to Regular Full Time. If there are no Regular Full Time candidates from ReCasting (including Tipped Bell Services third-shift personnel), Management may then fill the position through Regular Part Time conversion or the new hire process.

★ *This provision only applies to Regular Full Time employees*

6. ★ Regular Full Time/Regular Part Time Mix

The Company agrees to preserve seventy percent (70%) of the total hours paid in Bell Services Tipped to Regular Full Time employees; the premium segment of resorts will not drop below seventy percent (70%). In the event the monthly average falls below seventy percent (70%) the Company will open Regular Full Time positions within forty-five (45) days to bring Full Time hours with-in compliance. The penalty for the Company's failure to not adhere to the above set guidelines by adding Full Time lines within forty-five (45) days after failing to maintain a seventy percent (70%) average of Full Time monthly hours will be as follows:

The employee on the top of the Casting skill code list for the open position will receive a payment of twenty dollars (\$20.00) per day for each day from the time the grievance is filed with Labor Relations until the transfer process has been initiated.

7. Scheduled third-shift (Graveyard) Tipped Bell Services employees will be paid the appropriate Hospitality **CM** rate between the hours of 10:30 p.m. and 7:00 a.m. In addition, any employee covering a third shift line due to call sick, etc., will be paid the appropriate Hospitality **CM** rate between the hours of 10:30 p.m. and 7:00 a.m. This does not apply to employees whose shifts overlap into this time period for any reason. The time paid at this rate should not exceed a total of eight hours during this defined period based on the timing of the employee's thirty (30) minute unpaid lunch.

★ Employees covered under the one (1) year rule (Article 13, Section 7) will be subject to bargaining unit seniority to bid shifts after employees with one (1) or more years in the Bell Service classification have made their selections. Seniority of those employees transferring from a non-tipped area who have transferred into a Tipped Bell Services position will be by seniority date based on the date of transfer, until able to exercise Company seniority in the schedule bid process. The new hire seniority date will be honored after the transfer's seniority has been considered.

Shop Stewards

Tipped Bell Services Shop Stewards will be paid at their appropriate Hospitality **CM** rate for the actual time (rounded to the nearest tenth) when they are taken out of rotation at Management's request. The Shop Steward Card will be kept in rotation, and, if front missed, **Bellperson** becomes first person up.

★ Transfer Procedures

In order to be considered for an open Regular Full Time Bell Services position, the employee must be on the Casting skill code list for each specific Resort at the time the requisition is opened. The employee selected for the position will be notified by Casting and transferred to the open position. For Bell Services Tipped openings, the open position will be filled by eligible Cast in the following order:

- All Regular Full Time Resort **Bellperson** (T), by seniority (including all Regular Full Time Third Shift **Bellperson**).
- All Regular Part Time Resort **Bellperson** (T), ~~by seniority (including all Regular Full Time Third Shift **Bellperson**)~~.
- All Regular Full Time non-tipped Bell Services Dispatcher Cast and Resort Luggage Greeters, by seniority.
- All Regular Part Time non-tipped Bell Services Dispatcher Cast and Resort Luggage Greeters, by seniority.
- All other Regular Full Time Service Trades Council Union (STCU) employees.
- All other Regular Part Time STCU employees.
- All Non-STCU employees.

★ *This provision only applies to Regular Full Time employees*

Should an employee decline a position, they will be required to wait twelve (12) months before being eligible to post for another transfer.

Third Shift Bell Services will continue to be a separate seniority pool with the exception of the transfer process listed above.

When new Resorts open the new property transfer procedures (Article 14, Section 3) will supersede the above transfer procedures.

Bell Services - Miscellaneous

1. With prior approval from Management, **Bellpersons** will be paid the standard guaranteed gratuity rate for no guest contact room changes.

Company Vehicle Operations Standard

The parties recognize the Company's obligation to provide a safe means of transportation to its guests and agree that all accident occurrences must be investigated on an individual basis. In those cases where the employee has demonstrated negligence, disregard for safety procedures, or other unacceptable behaviors, the Company may issue discipline, require immediate transfer to another classification, or termination, or a combination of these.

1. Upon first occurrence - two (2) point reprimand
2. Upon second occurrence - two (2) point reprimand
3. Two (2) accidents within a twenty-four (24) month period will result in the employee's mandatory transfer to a non-driving area. The employee will transfer with two (2) accidents on **their** record card, but only with the actual disciplinary points assessed within the preceding twelve (12) month period.

Upon being transferred, an employee will be eligible after an interim of twelve (12) months from the date of such transfer to move back into a guest vehicle or Company vehicle driving position based upon favorable performance record, availability of appropriate job opening, successful completion of an interview, and the completion of the basic proficiency requirements established by the department.

Subsequently, if an employee is involved in an accident, the employee will be permanently prohibited from driving any guest vehicle or Company vehicle.

Additionally, it is understood that all Bell Services employees must have a valid driver's license when performing a driving role. Bell Services employees, who are not required to drive or will not be required to drive in their Bell Services role, will not be required to have a valid driver's license. If the Cast Member's license becomes invalid for any reason, such as suspension, revoked, etc., Management must be made aware prior to **their** next shift.

Management will give employees with invalid licenses, sufficient time to get reinstatement of their license where appropriate. If the employee is not able to reinstate their license, Management will make reasonable efforts, when available, to offer jobs at locations where employees will not have to drive and may retain their tip status, when possible. Employee will be notified of this policy.

Dispatch

1. Employees who are trained for a DME Assistant role will meet with their leader upon completion of that training and will be asked to commit to being available to perform that role for a duration of six (6) months. If the employee declines, they will be returned to their previous role and will not be eligible for additional training as a DME Assistant for six (6) months.
2. DME Assistants will be designated by the Company and will receive an additional seventy-five cents (\$0.75) per hour premium. Employees who fill in as a DME Assistant will be paid an additional seventy-five cents (\$0.75) per hour for all hours worked in this capacity.

FRONT OFFICE (CONCIERGE/FSA)

1. Transfers from a different job classification and new hires into the Front Office must go through an interview process at ReCasting.
2. Employees who transfer into any Front Office role will be placed on a one hundred twenty (120) day qualifying period. If the Company determines during the one hundred twenty (120) days that the employee's performance is not satisfactory, or if the employee requests a return during the one hundred twenty (120) days, the Company will return the employee to **their** prior job classification and location and the employee shall be immediately eligible to transfer again.
3. Employees will receive up to thirty (30) minutes to bank out if they have a physical bank. This time will include all banks. Bank drops will occur on Company time and are to be included in the up to thirty (30) minutes. In the event of a bank-out issue, it is the responsibility of the employee to notify Management in order for overtime to be authorized.
4. The Company may require Front Office employees who walk through Guest areas to drop deposits to be escorted by another employee or Management.
5. Front Desk Service Advisors (FSA) will be designated by the Company and selected from within the Front Office operation with a minimum of four (4) months of Front Office experience. FSAs will receive an additional one dollar and fifty cents (\$1.50) per hour for all actual hours worked as an FSA based off the Concierge rate. Employees who fill in as an FSA will be paid an additional one dollar and fifty cents (\$1.50) per hour based off the Concierge rate. FSAs must maintain minimum qualifications in order to retain their status as an FSA. Employees will be removed from the FSA position upon receiving a second reprimand in any six (6) month time period. At the issuance of the first reprimand, an employee will be notified that a second reprimand within a rolling six (6) month time period will result in removal from the FSA position. **Effective no later than ninety (90) days post ratification of the Agreement, FSAs will receive an additional one dollar and seventy-five cents (\$1.75) per hour for all actual hours worked as an FSA based off the Concierge rate. Effective no later than ninety days post ratification of the Agreement, employees who fill in as an FSA will be paid an additional one dollar and seventy-five cents (\$1.75) per hour based off the Concierge rate.**
6. Any Front Office Cast Member may be selected to perform the job functions of Operations Support, Room Assignment, Front Desk Group Assistant, and Curbside Arrival Greeter based on skills, abilities, dependability, and experience. All things equal, seniority will prevail.
7. All Concierge Cast Members will be paid an additional seventy-five cent (\$0.75) premium when performing the job function of Operations Support (excluding Cashier Operations Support), Room Assignment, and Front Desk Group Assistant.
8. To ensure that there is a broad base of Cast that are capable to perform the role whose skills and knowledge are current, the Company has the right to train and rotate qualified Cast Members through all roles including those that have a premium associated with them.
9. All Front Office Cast Members will be paid at the Resort Concierge rate when performing the job function of Curbside Arrival Greeter.
10. **Regular Full-Time and Regular Part-Time Concierge employees will not be mandatorily scheduled into open third shifts more than sixty (60) shifts in a calendar year. Once the least senior available employee has worked sixty (60) cumulative shifts in a calendar year through mandatory scheduling, open third shifts will then be filled by the next least senior available employee.**

Cash Handling Discipline

1. All procedural problems will result in a one (1) point reprimand, except in cases involving a monetary loss to the Company over two hundred and fifty dollars (\$250.00).
2. If the employee is over or short from ten dollars (\$10.00) two hundred and fifty dollars (\$250.00), or item(s) of equivalent value (i.e., tickets), it will result in a one (1) point reprimand.
3. If the employee is over or short in excess of two hundred and fifty dollars (\$250.00), or item(s) of equivalent value (i.e., tickets), it will result in a two (2) point reprimand.
4. Upon receiving three (3) cash handling disciplinary points, but less than five (5) disciplinary points, the employee will be offered a non-cash handling position. Additionally, if the employee declines the transfer in written form, the Company is under no obligation to make any further offers to the employee. On the date the employee accepts an offer of non-cash handling position, no further disciplinary points for cash handling will be used as an active component of **their** record card. This will be applied only to incidents occurring after the employee has accepted the offer to transfer and not the original date of occurrence. The Company reserves the right to discipline outside this matrix for dishonesty.
5. If, after receiving progressive discipline for cash handling, an employee requests assistance in verifying **their** bank and/or receipts, the shift supervisor will be available to assist.
6. Disciplinary points will remain on the employee's record card for twelve (12) months from the date of occurrence.
7. Termination upon receiving five (5) points in accordance with Article 18, Section 6.
8. The Company will not issue both job performance discipline and cash handling reprimands for the same set of circumstances.
9. No discipline will be issued for Cash Handling errors during the first twenty-one (21) days (including training) as a Front Office employee. The Company reserves the right to discipline when just cause exists.

RECREATION

Employees who work at Fort Wilderness that are statused to Recreation positions and work at Fort Wilderness Meadows pool area, Meadows bike barn area, and Camp Fire remote locations within the campground will receive ten (10) minutes travel time.

At Fort Wilderness Resort, Recreation **CMs** will receive a \$0.50 per hour premium for all hours worked performing the functions of Archery and/or Segway Instruction.

ADVANCED RESCUE PATROL

Employees new to the Advanced Rescue Patrol will be placed on a one-hundred and twenty (120) day qualifying period. If the Company determines during the one-hundred and twenty (120) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred and twenty (120) days, the Company will return the employee to **their** prior job classification and location. The employee shall be immediately eligible to transfer again.

Employees in the Advanced Rescue Patrol role who receive two (2) reprimands for poor job performance directly related to their duties as an Advanced Rescue Patrol in a twelve (12) month period will be returned to **their** prior job classification.

The Watercraft Company Vehicle Operations Standard as reflected in the TCU Side Letter will apply to the Advance Rescue Patrol.

Regular Full Time employees statused to EPCOT Friendships, Sassagoula/Rivercruise Boat Operations, Seven Seas and Bay Lake Watercraft, Monorail Operations, Seven Seas and Bay Lake-Lake Patrol, **and Gondola** will be given priority to transfer to openings within these five (5) operations.

Fishing Guides

All Regular Full Time Fishing Guides will participate in global Schedule Bids. Seniority will be used to determine work assignments in the scheduled location. The exception is when a guest requests a particular Fishing Guide, if it is within their regularly scheduled work day and location, the requested Fishing Guide will then be assigned the excursion. This applies to both Regular Full Time and Regular Part Time Fishing Guides.

Spa & Fitness Center CM

This position will require a secondary interview for applicants that meet transfer guidelines.

There will be a ninety (90) calendar day qualifying period beginning the effective date of transfer. During this time period, if the Company deems an employee's performance is unsatisfactory, the employee will be returned to **their** prior job classification.

Spa & Fitness **CMs** at the Spa locations will be part of a Global scheduling pool whereby, Cast will rotate between the Spa front desk, locker room and Resort Fitness Center at the different Resort Fitness Centers as designated by the Company. **Scheduling will be based on seniority and preferences unless required to deviate for reasons listed in Article 10, Section 5 of the STCU Agreement.**

LETTERS and MEMORANDA OF UNDERSTANDING

2022 COLLECTIVE BARGAINING NEGOTIATIONS

T.C.U. Lodge 1908

For reference purposes only



WALT DISNEY Parks and Resorts U.S.

July 30, 2010

Mr. Randy Sluder
TCU – Local 1908
5385 Conroy Road
Suite 201
Orlando, Florida 32811

Re: Letter of Understanding: Non-Guaranteed Cash Tip Reporting

This document reflects the agreement reached between the Company and the Union in regards to the reporting of Cash Tips for Full Time Tipped Bell Services Cast Members.

It is the responsibility of all tipped Cast Members to report one-hundred percent (100%) of their gratuities as income at the end of their work day within each scheduled work week.

Any Tipped Bell Services Cast Members who reports a level of Cash Tips in a payroll week that, when combined with their Hospitality Service Host/Hostess rate plus any earned guaranteed gratuities, is less than the minimum rate of the Hospitality Host/Hostess role, will be subject to the following (within a rolling year from the date of the last occurrence):

- First Offense: Cast Member will receive a coaching on poor job performance
- Second Offense: Cast Member will be subject to mandatory retraining as provided to new Tipped Bell Services Cast Members
- Third Offense: Cast Member will be transferred to a non-tipped role

The Union has the ability to grieve the second and third offense.

The Company reserves the right to discipline outside these guidelines for dishonesty.

Should this reflect your understanding of our agreement, please signify by signing below.

Thank you,


Cheryl Noel
Manager Labor Relations

Date 8/5/2010


Randy Sluder
TCU Local 1908
Service Trades Council Union

Date 8/5/10

cc: Joe Condo, TCU, International Vice President
David Hunter, Labor Relations Manger, WDW
Kelly Kline, Operations Manager, Resort Room Line of Business

November 26, 2018

Mr. Matt Hollis
Service Trades Council President
Transportation Communications Union/IAM
Lodge 1908
385 Conroy Road Suite 201
Orlando, FL 32811

Memorandum of Understanding

Random Drug and Alcohol Testing – Addition of Gondola H/H to Existing TCU Pool

This document reflects the agreement reached between the Company and the Union regarding the positions subject to random drug and alcohol testing, the date of implementation and the logistics of the program. Cast Members will be notified of the Random Drug and Alcohol Testing process within forty-five (45) days of program implementation.

The random drug testing and alcohol testing program for the new Gondola H/H classifications will begin no earlier than January 1, 2019 for all Full and Part Time STCU Cast Members, including Coordinators and COTs, working in the following Roles/classifications:

Lifeguard Shallow Water ²	Children Activities H/H ²
Lifeguard Deep Water ²	Fishing Guide H/H ²
Lifeguard Advanced Rescue Patrol ²	Friendship/Sassagoula H/H ¹
COT 3 Lifeguard/Monorail/Watercraft ¹	Monorail Central Controller ¹
COT 5 Friendship/Sassagoula ¹	Monorail H/H ¹
COT 6 Monorail/Watercraft ¹	Watercraft H/H ¹
Coordinator- Watercraft H/H ¹	Coordinator- Monorail H/H ¹
Coordinator- Friendship/Sassagoula H/H ¹	Gondola H/H

¹Classifications already included in a Random Drug and Alcohol Testing program per 10/26/2011 LOU

²Classifications already included in a Random Drug and Alcohol Testing program per 08/21/2018 MOU

The Following Testing Conditions Apply:

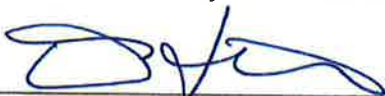
- Cast Members in the above identified additional job classifications will be placed into one (1) Random existing TCU Testing Selection Pool
- Out of the total number of FT/PT Cast Members statused in the testing pool, up to fifty percent (50%) will be randomly selected on an annual calendar year basis for drug testing.
- Additionally, out of this selected up to fifty percent (50%), up to ten percent (10%) will be randomly selected and tested for both drugs and alcohol, as part of the program.
- The testing population will be selected at random by an independent third party.
- The percentages and random tests will be executed throughout the calendar year.
- After being randomly selected, if a Cast Member refuses to participate in the testing process and/or Employee Assistance Program (EAP) he/she will be subject to separation.
- Any Cast Member that is on inactive status (e.g. a leave of absence) that exceeds thirty (30) days will be given a return to duty drug and alcohol test. Subsequent to the taking the test, a Cast Member may immediately be scheduled to work, prior to receipt of the test results.

Random Testing Results- Positive for Drugs and/or Alcohol:

- Any Cast Member with positive test results for drugs and/or alcohol will be subject to the EAP process as stated in Article 32, Section 14 of the Full Time STCU Agreement and Article 28, Section 14 of the Casual Regular STCU agreement, to maintain his/her employment with the Company, EAP program participation will only be offered one (1) time. Any subsequent positive results will subject the Cast Member to separation.
- During the first phase of the EAP program, the Cast Member will remain statused in his/her current role; however, they will not be scheduled to work in any safety sensitive roles.
 - Provided work is available, the Company may facilitate temporary deployment and/or the Cast Member may volunteer for non-safety sensitive work thru the extra hours hotline.
 - Under this condition, the Cast Member will be paid at the applicable hourly rate of pay relative to the role he/she is fulfilling.
- After successful completion of the first phase of the EAP, the Cast Member will be required to successfully pass a return to duty test. Upon receipt of the test results, the Cast Member will resume being scheduled in his/her statused safety-sensitive role.
- Additionally, as defined by EAP, the Cast Member will be subject to successful participation and completion of the comprehensive program, to maintain his/her employment with the company.
- Concurrent to any testing designated by EAP, the Cast Member will also remain and be subject to the random testing program for under the random testing program.

This Memorandum of Understanding shall survive and continue in full force and effect, notwithstanding the expiration of the term negotiated for the current or future collective bargaining agreement

Should this reflect your understanding of our agreement, please signify by signing below.



David Hunter
Sr. Manager, Labor Relations

Date

11/27/18



Matt Hollis
Service Trades Council President
Transportation Communications Union/IAM
Lodge 1908

Date

11/27/18

Resort Club Level Lounge Premiums

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And

Transportation Communications International Union/IAM Lodge 1908

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and Transportation Communications International Union/IAM Lodge 1908 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and TCU Local 1908 mutually met and agree to the following regarding work assignments performed by Hospitality and Resort Concierge in Resort Club Level Lounges within Walt Disney World Resorts.

Employees statused as a Resort Concierge assigned by the Company to perform the primary Resort Club Level Lounge duties including responsibilities above and beyond those performed by the Resort Concierge elsewhere on property will receive a premium of one dollar (\$1.00) per hour for each hour actually assigned and worked in a Resort Club Level Lounge.

Employees statused as a Resort Hospitality assigned by the Company to perform the primary Resort Club Level Lounge duties including responsibilities above and beyond those performed by the Resort Hospitality elsewhere on property will receive a premium of fifty cents (\$.50) per hour for each hour actually assigned and worked in a Resort Club Level Lounge.

In the event a Resort Hospitality that is outside of their probationary/ qualification period and fails to meet or sustain expectations required for the Resort Club Level Concierge Lounge, and a statused role within the same resort and classification is not available, the following process will be followed:

1. The Resort Hospitality will be provided a one-time retraining and opportunity to successfully pass the required training as part of their role.
2. If, after the one-time retraining, the Employee is unable to sustain expectations, the Employee will be directed to partner with Casting to find a transfer opportunity for which they are qualified. The transfer will be processed based on operational need.
3. TCU agrees to allow the Employee to bypass the skill code list for any TCU non-tipped opportunity.
4. If there are any Full Time positions at Casting for which the Employee is qualified, the Employee will be given forty-eight (48) hours to accept the role. If the Employee declines the opportunity for which they are qualified, they will be separated from the Company as a "voluntary" termination.
5. The Employee may choose to accept a Part Time or Casual position. They will be treated like any transfer (i.e. loss of Full Time seniority, transfer guidelines, etc.).
6. If there are no Full Time opportunities through the Casting process and the Employee is not interested in a Part Time or Casual opportunity, the Employee will remain in their current position until such a time when they can be placed in a full time role.
7. Once a role becomes available, the Employee will be offered the position. If they decline the position they will be separated from the Company as a "voluntary" termination.

Nothing in this Memorandum, nor any past practice, shall require the Company to assign any minimum number of employees to perform Resort Club Level Lounge duties. The assignment of an Employee to Resort Club Level Lounges is at the sole discretion of the Company.

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



7-17-23

Christie Sutherland
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

Date



7.14.2023

Staci Bowermeister Shkoler
TCU/IAM Local 1908
National Representative Unit 702

Date

Fort Wilderness Luggage Assistance

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And**

Transportation Communications International Union/IAM Lodge 1908

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and Transportation Communications International Union/IAM Lodge 1908 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

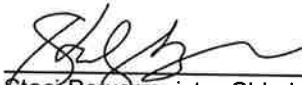
During the course of the 2022 negotiations, the Company and TCU Local 1908 mutually understand the agreement reached between the Company and the Union in regards to Fort Wilderness Luggage Assistance.

- If there are any open shifts, we will allow employees the opportunity to volunteer, in order of seniority, to fill the luggage shifts as part of their normal weekly schedule process. If there are no volunteers, the lowest trained Resort Guest Service will be scheduled in the position. If they are forced into the luggage position, they will be paid at the higher of the two rates.
- All Front Office Cast inclusive of Resort Guest Service, 3rd Shift Resort Guest Service, Concierge and Resort Hospitality will be required to assist as part of their shift with luggage needs as Management directs and business dictates.

This Memorandum of Understanding expires at the end of the term of the 2022 STCU Collective Bargaining Agreement.


Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts U.S.

7-17-23
Date


Staci Bowermeister Shkoler
TCU/IAM Local 1908
National Representative Unit 702

7.13.2023
Date

WDW Recreation Fishing Guide Scheduling and Day of Deployment

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And**

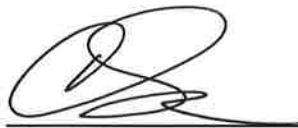
Transportation Communications International Union/IAM Lodge 1908

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and Transportation Communications International Union/IAM Lodge 1908 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and TCU Local 1908 mutually understand the prior agreement reached between the Company and the Union regarding the scheduling and deployment of Recreation Fishing Guides.

- For weekly scheduling, Full-time Fishing Guides will be scheduled based on their seniority and preferences. Full-time Fishing Guides will not be allowed to bump another Full-time Guide. All Part-time Guides will be scheduled as necessary at any location and can be bumped by any Full-time guide from any location, day of, based on the availability of work.

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



Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts U.S.

7-17-23

Date



Staci Bowermeister Shkoler
TCU/IAM Local 1908
National Representative Unit 702

7.14.2023

Date

Recreation Classification / Fort Wilderness Ranger Function

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
Transportation Communications International Union/IAM Lodge 1908**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and Transportation Communications International Union/IAM Lodge 1908 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and TCU Local 1908 mutually understand the following regarding the function "Wilderness Ranger" within the Recreation classification at the Bay Lake Region for Fort Wilderness Resort.

- Any Recreation Cast Member within the Bay Lake Region may be considered to perform the Wilderness Ranger function, and will be paid a one dollar (\$1.00) per hour premium for all hours performing the specific function.
- The Company established qualifications for the function include: performance, experience, initiative, dependability, effective communication skills, professional demeanor and guest service oriented.
- Any Bay Lake Region Recreation Cast Members who demonstrate the ability to perform the job functions, based on the above-noted Company qualifications, seniority will prevail.

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



Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts U.S.
7-17-23
Date



Staci Bowermeister Shkoler
TCU/IAM Local 1908
National Representative Unit 702
7.14.2023
Date

Transportation Placement Assistance for Regular Full Time

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
Transportation Communications International Union/IAM Lodge 1908**

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and Transportation Communications International Union, Local 1908, ("TCU Local 1908") a signatory to the Service Trades Council Union Agreement.

During the course of the 2022 negotiations, the Company and TCU Local 1908 reached the following agreement regarding placement assistance for Monorail or Watercraft employees.

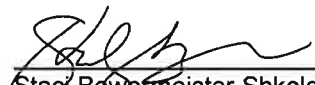
The following process will be for any Regular Full Time employee who transfers into a Full Time Monorail or Watercraft position and is unable to successfully complete future training after their initial qualification period (i.e. additional watercraft vessels, drive training, etc.). Employees who are newly hired or newly converted to a Full Time Monorail or Watercraft position will follow the existing Probationary Employee language (Article 13 section 5 and Article 14 section 2).

- An employee who is unable to successfully complete future training will be provided a one-time retraining and opportunity to successfully pass the required training as part of their role.
- If unable to pass after this additional retraining, the employee will be directed to partner with the Transportation Casting contact to identify a transfer opportunity.
- An employee will have two weeks from the date of their second failed training to find a placement.
- TCU agrees to allow the employee to bypass the skill code list for any TCU non-tipped opportunity.
- If there are any Full Time positions at Casting and the employee declines the opportunity they will be separated from the Company as a "voluntary" termination.
- The employee may choose to accept a Part Time or Casual position. They will be treated like any transfer (i.e. loss of Full Time seniority, transfer guidelines, etc.).
- If there are no Full Time opportunities through the Casting process and the employee is not interested in a Part Time or Casual opportunity, the employee will remain in their current position until such a time when they can be placed in a full time role.
- Once a role becomes available, the employee will be offered the position. If they decline the position they will be separated from the Company as a "voluntary" termination.

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



Christie Sutherland 7-17-23
Director Labor Relations Date
Walt Disney Parks and Resorts U.S.



Staci Bowermeister Shkoler 7.14.2023
TCU/IAM Local 1908 Date
National Representative Unit 702

Seniority on Transfer

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S.

And

Transportation Communications International Union/IAM Lodge 1908

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and Transportation Communications International Union, Local 1908, ("TCU Local 1908") a signatory to the Service Trades Council Union Agreement.

The Company and TCU Local 1908 mutually understand the agreement reached between the Company and the Union in regards to all TCU Local 1908 represented employee's ability to Exercise their STCU Seniority for Preference upon Transfer. This agreement excludes all Seven Seas and Bay Lake Watercraft Operations, Monorail Operations and Bell Services Tipped employees. For these specified locations the waiting periods stipulated in the TCU Addendum B-4 shall apply. For all other employee, the following shall apply:

Employees who transfer into a work location in between schedule bids, will be allowed to submit a "preference sheet", or applicable submittal form, to exercise their seniority for: time of day, hours per week, and location where applicable. This provision does not apply to days off.

This Memorandum of Understanding expires at the end of the term of the 2022 TCU Collective Bargaining Agreement.


Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts U.S.

7-17-23
Date


Staci Bowermeister Shkoler
TCU/IAM Local 1908
National Representative Unit 702

7.14.2023
Date

One Time Preference Change

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And

Transportation Communications International Union/IAM Lodge 1908

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and Transportation Communications International Union, Local 1908, ("TCU Local 1908") a signatory to the Service Trades Council Union Agreement.

The Company and TCU Local 1908 mutually understand the agreement reached between the Company and the Union in regards to all TCU Local 1908 represented employee's ability to adjust their preferences one time during their bid cycle.

1. Employees represented by TCU Local 1908 who are scheduled in accordance with preference scheduling will be given the opportunity to adjust their individual preference, including:
 - Time of day,
 - Hours per week
 - Job/location (if applicable), and
 - Preference order (time of day, hours per week, and job/location).
2. Days off is the only selection employees will not be able to change.
3. This opportunity will be limited to one (1) time per employee between each schedule bid.
4. This process does not guarantee that the employee will be given the schedule of their choice. Schedules may change based on business conditions. The change in preferences will result in schedules being assigned on a Full-Time seniority basis according to the STCU contract.

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


Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts U.S.
Date 7-17-23


Staci Bowermeister Shkoler
TCU/IAM Local 1908
National Representative Unit 702
Date 7.14.2023

**Premium Service Attendants
Disney's Typhoon Lagoon and Disney's Blizzard Beach Water Parks**

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And**

Transportation Communications International Union/IAM Lodge 1908

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and Transportation Communications International Union/IAM Lodge 1908 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

The Company and TCU Local 1908 mutually agree to the following tipping practices for Recreation Cast Members working the Premium Service Attendant role at Typhoon Lagoon and Blizzard Beach Water Parks:

- When offered by the Guest, Recreation working the Premium Service Attendant role at Typhoon Lagoon and Blizzard Beach Water Parks will be allowed to accept cash tips only.
- Recreation will still be prohibited from soliciting tips either verbally or non-verbally.
- Recreation will be responsible for determining the method, if any, that they will utilize to fairly distribute cash tips amongst themselves.
- The Company will advise Recreation of the appropriate process and their responsibility for declaring their tips; however, the Recreation will be reasonable for reporting their own tips per IRS guidelines.
- Recreation will not be allowed to discuss or distribute their tips on stage.
- The Company reserves the right to discontinue this program at any point with reasonable notification to and discussion with the Union.

This Memorandum of Understanding is non-precedent setting and shall not be used as an interpretation of the STCU Agreement.

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


Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts U.S.

7-17-23
Date


Staci Bowermeister Shkoler
TCU/IAM Local 1908
National Representative Unit 702

7.14.2023
Date

March 29, 2023

Staci Bowermeister Shkoler
National Field Representative, TCU/IAM Local 1908
6675 Westwood Blvd #140
Orlando, FL 32821

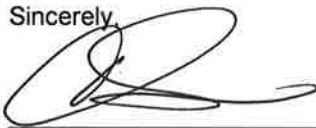
Re: Letter of Intent regarding Slip Resistant Shoes

Dear Staci:

Pursuant to our conversation during the 2022 TCU Local 1908 Addendum negotiations, the Company, during the term of the 2022 Service Trades Council Union Agreement, will continue the policy requiring employees working in the Resort Hospitality classification in the Club Level Lounge to use slip resistant shoes. In accordance with Article 24, Section 2 of the Agreement, these shoes will be furnished without cost to the employees.

The Company will provide advance notification to the Union in the event this policy is discontinued in the future.

Sincerely,



Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts, U.S.

7-17-23

Date

March 29, 2023

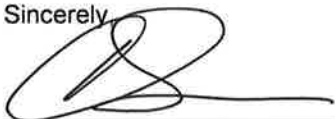
Staci Bowermeister Shkoler
National Field Representative, TCU/IAM Local 1908
6675 Westwood Blvd #140
Orlando, FL 32821

Re: Letter of Intent Regarding Third Shift Concierge

Dear Staci:

Pursuant to our conversation during the 2022 TCU Local 1908 Addendum negotiations, the Company will explore a process to allow Regular Full-Time and Regular Part-Time Concierge employees across Property to volunteer to work open third shifts at any Resort location.

Sincerely,



Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts, U.S.

7-17-23
Date

March 29, 2023

Staci Bowermeister Shkoler
National Field Representative, TCU/IAM Local 1908
6675 Westwood Blvd #140
Orlando, FL 32821

Re: Letter of Clarification Regarding Resort Hospitality Classification

Dear Staci:

During the course of negotiations for the TCU Local 1908 Addendum to the 2022 Service Trades Council Union Agreements, we discussed the various roles performed by employees statused in the Resort Hospitality Classification. Specifically, the following roles are currently regularly performed:

- Resort Hospitality Luggage/Lane Assistance – provides support to Guest arrival.
- Resort Hospitality Club Level – provides support in the club level lounges.
- Fort Wilderness Luggage Assistance - provides guest assistance including luggage assistance to guests at Fort Wilderness Campground.

The above three positions are in separate locations and as such employees are required to use the normal transfer process to move from one role to another even within the same resort.

The Company will provide advance notification to the Union in the event there are any changes to the roles regularly performed by the Resort Hospitality Classification.

Sincerely,



7-17-23

Christie Sutherland
Director Labor Relations
Walt Disney Parks and Resorts, U.S.

Date

Houseperson Visual Inspections

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S.

And

Transportation Communications International Union/IAM Lodge 1908

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and Transportation Communications International Union/IAM Lodge 1908 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

As discussed during the 2022 Negotiations, it is the expectation of the Company that Housepersons complete their visual inspections in accordance with the Company's policies and procedures. In the event that an employee fails to perform visual inspections in accordance with these policies and procedures, the Parties agree that the following guidelines apply:

- First instance: Employee will be retrained on visual inspections.
- Second instance: Employee may be disciplined and will be offered the opportunity to transfer to a non-Houseperson role.

The Union has the ability to grieve any discipline arising out of job performance related to visual inspections.

The Company reserves the right to discipline, including separation, outside of the above guidelines for falsification or dishonesty.

This MOU expires at the end of the term of the 2022 Regular Full Time STCU Agreement.


Christie Sutherland
Position, Labor Relations
Walt Disney Parks and Resorts, U.S.
7-17-23
Date


Staci Bowermeister Shkoler
TCU/IAM Local 1908
National Representative Unit 702
7.14.2023
Date

Addendum B-5

United Food & Commercial Workers International Union (UFCW Local 1625)

SALES CM

★ Data Maintenance Pay Premium

It is our mutual agreement that a Sales **CM** will receive premium pay of **one dollar and fifty cents (\$1.50)** per hour for performing Data Maintenance work. In order to receive Data Maintenance premium pay, the Sales **CM** must be performing a Data Maintenance function for sixty (60) consecutive minutes or more:

Requisition merchandise (on an as needed basis only) through use of the designated Inventory System to ensure appropriate inventory levels.

★ Data Maintenance

Data Maintenance opportunities will be posted and available for seven (7) days within the location. Any Sales **CM** who is interested in being considered for an opportunity should indicate **their** interest by filling out the appropriate submittal.

Sales **CMs** not statused as Data Maintenance but who perform Data Maintenance work will be subject to the same Data Maintenance selection criteria as stated in Article 14, Section 1 Transfer Procedures. The Company reserves the right to limit participation.

The Company will post opportunities globally in all locations. The top senior Sales **CMs** who meet the criteria will attend an Inventory system training class and be required to take the Business Acumen test with a passing score of ninety percent (90%). This group of Sales **CMs** will constitute a pool of qualified Sales **CMs** to fill Data Maintenance openings as they arise. A temporary Data Maintenance opening of less than thirty (30) days may be filled by property, by seniority, from the qualified pool. Sales **CMs** will be offered statused openings by seniority. If a Sales **CM** is offered a Data Maintenance position and chooses not to accept the position they will be removed from the pool until the next posting. The Sales **CM** will be required to repost.

Sales **CMs** new to the Data Maintenance role will be placed on a one-hundred and twenty (120) day qualifying period. If the Company determines during the one-hundred and twenty (120) day qualifying period that the Sales **CMs'** performance is not satisfactory or if the Sales **CM** requests a return within the one-hundred and twenty (120) days, the Company will return the Sales **CM** to **their** prior job classification and location.

If a Sales **CM** requests a return and the Company is satisfied with their performance, **they** may remain in the Data Maintenance pool but will not be offered a role for six (6) months. If after placement into a Data Maintenance role for the second time the Company determines during the one- hundred and twenty (120) day qualifying period that the Sales **CMs'** performance is not satisfactory or if the Sales **CM** requests a return within the one-hundred and twenty (120) days, the Company will return the Sales **CM** to **their** prior job classification and location, and not be placed back into the pool.

★ *This provision only applies to Regular Full Time employees*

Confectionery Premium

Sales **CMs** will receive premium pay of seventy five (\$.75) cents per hour payable in thirty (30) minute increments when performing confection production duties. Locations include, but are not limited to the following: Main Street Confectionery, Goofy's Candy Company, Disney's Candy Cauldron, Big Top Souvenirs and Werther's Storck. Sales **CMs** who preference the confection production line will receive training prior to the schedule bid going into effect. The implementation of Confection Production Premium beyond the locations listed above will be done only by mutual agreement of the Company and United Food & Commercial Workers Union, Local 1625.

Non-Automated Personalization Premium

Sales **CMs** performing non-automated personalization tasks will receive a pay premium of fifty cents (\$.50) per hour payable in one (1)-hour increments provided that they meet the following criteria:

1. Must have passed a standardized (Calligraphy Alphabet) and ornament hand writing test, per side letter agreement dated June 29, 2010.
2. Sales **CMs** must perform the task for sixty (60) consecutive minutes.

Sales **CMs** currently performing non-automated personalization tasks at Disney's Days of Christmas and Ye Old Christmas Shoppe will receive the premium for all hours worked in one (1)-hour increments while performing these duties. All positions for non-automated personalization roles will be posted in each respective area. Anyone selected in the future to perform non-automated personalization work shall be selected in accordance with the criteria outlined above.

If a Sales **CM** has a regularly assigned work schedule performing non-automated personalization for fifty percent (50%) or more of **their** time in a six (6) month period, **they** will be statused at the premium rate. A Sales **CM** statused to this premium rate, at the Disney's Days of Christmas and Ye Old Christmas Shoppe will not be deployed outside of the location.

Information Desk/World of Disney Premium

Sales **CMs** will receive premium pay of twenty-five (\$.25) cents per hour payable in one (1) hour increments when performing the role of Information Desk at the World of Disney.

Fork Lift Operator Premium

Sales **CMs** will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift. **Effective ninety (90) days post ratification of the Agreement, Sales CMs will receive forty cents (\$.40) per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.**

Hotel Plaza Boulevard, Orlando Premium Outlet and Airport (OIA) Merchandise Locations Premium

Sales **CMs** working at Hotel Plaza Boulevard, Airport (OIA) and Orlando Premium Outlet Merchandise locations will receive premium pay of thirty cents (\$.30) per hour for all hours worked.

Fort Wilderness

Employees who work at Fort Wilderness that are statused to Merchandise will receive ten (10) minutes travel time.

Pin Trading Lanyards

Sales **CMs** working in an on-stage area will be required to wear a Company provided pin trading lanyard or accessory. Management will not require an on-stage Sales **CMs** to wear a pin trading lanyard if it will jeopardize the safety of the Sales **CMs**. A Sales **CM** will not be required to wear a pin trading lanyard or accessory if the majority of **their** shift will be spent working in a backstage area.

Basket Creation/Design Work

Sales **CMs** will be paid the applicable Floral **Designer 2** rate for all hours worked in consecutive increments of one (1) hour when creating/designing baskets **with existing basket template designs provided by the WDW Florist Department** or creating/designing new baskets for guests under the "Create Your Own Basket" offering.

The basket creating training program will be offered on a periodic basis to Sales **CMs** who express an interest in basket creation opportunities. Basket creation training opportunities will be posted in the respective locations. Sales **CMs** will be selected to participate in these training opportunities based on seniority within the location.

Sales **CMs** who complete the training will be required to pass a standardized test regarding their ability to meet basket creation/design quality and quantity standards. Sales **CMs** who pass this standardized test will be eligible for future basket creation/design work opportunities. The WDW Florist Department Management will be involved with the creation and implementation of this testing process.

CATERING

Catering Payment Policy

The established gratuity pay practice throughout all Catering locations across property for all tipped Catering employees shall be as follows: gratuities will be paid based on an established hourly rate (lump sum gratuities for all Catering events during the workweek divided by hours worked for the workweek).

A fifteen percent (15%) gratuity will be calculated on actual food and beverage price to the client. Gratuity will be added to the employee's base rate of pay for the classification being performed. "At Cost" events will be paid at the established "at cost" rates.

1. Gratuity Distribution – A fifteen percent (15%) gratuity shall be paid regardless of the classification of employees servicing a function.
 - (a) Food and Beverage Service (Gratuity is in addition to rate of pay for classification being performed.)
 1. Banquet **Server** (T) (Servers) and Beverage **CM Banquets** (T) (Bartenders) and Captains equally share thirteen and one-half percent (13½%).
 2. Food and Beverage Captain (T) (Captains) share an additional one-half percent (½%).
 3. Banquet **Facility CMs** (T) share one percent (1%).

4. Ft. Wilderness, Disney Springs, Water Parks, and Parks will be paid 50/50 high/low split.
 5. The standard pay rate for Banquet **Facility CMs (T)** is: eighty-five percent (85%) High Rate and fifteen percent (15%) Low Rate (Resorts and Parks).
 6. Gratuity Policy for Banquet **Facility CMs (T)**:
 - (a) Food and Beverage Service (Gratuity is in addition to rate of pay for classification being performed)
 - **Banquet Facility CMs (T)** share one percent (1%).
 - (b) Coffee Break Service (Gratuity is in addition to rate of pay for classification being performed)
 - **Banquet Facility CMs (T)** share two percent (2%).
 - (c) At Cost Events
 - **Banquet Facility CMs (T)** - seven dollars (\$7) per hour over **their** high rate for all hours associated with the event.
 7. **Effective no later than sixty (60) days post ratification of the Agreement**, when Parks and/or Resorts are combined into regions, the weekly gratuity pool for the Banquet **Facility CMs (T)** shall be **derived of such regions**, provided all **Banquet Facility CMs (T)** in the-affected areas have a valid Florida Driver License. The Company in its sole discretion may change the consolidated regions at any time.
- ★ (b) A Bartender who picks up a server shift in a Park will be bumped to an available bar (that which is being worked by other than a statused Bartender) upon request.
- ★ (c) Coffee Break Service
- Coffee Breaks – There will no longer be a distinction between Coffee Break Servers and Banquet Servers. There will be one job classification known as Banquet Server. “Coffee Breaks,” will have first priority at being scheduled for Coffee Break functions within their home location; however, they will also be scheduled non-Coffee Break functions in order to maximize their hours. Coffee Break functions are defined as continental breakfasts, boxed breakfasts, Intimate Weddings, Brides’ dressing room functions, all day beverage service functions, and refreshment breaks. Coffee Breaks will be bid by seniority, by location. In the event that alcoholic beverages are requested (bottled beer, etc); the Company acknowledges the need for the function to be staffed by a Responsible Vendor, with first priority given to statused Bartenders. The gratuity for Coffee Break functions will continue to be calculated separately.
- (b) Banquet **Server (T)** (Servers) and Captains equally share twelve and one-half (12½%)
 - (c) Food and Beverage Captain (T) (Captains) share an additional one-half percent (½%).
 - (d) Banquet **Facility CMs (T)** share two percent (2.0%)
2. Banquet **Servers** set tables, serve function, and bus after events.
 3. Each catering operation and Park Event Operations will operate with one (1) gratuity pool for both food and beverage.
 4. Gratuities will be distributed based on current agreed upon procedures at each catering location.

★ *This provision only applies to Regular Full Time employees*

5. **All 7(i)** Catering employees will receive only straight-time hourly rate commensurate with their classification seniority plus their share of the applicable service charge for all hours worked in the banquet function.

Gratuity Calculation for In-House Events

1. Events identified by the Company as “Cast Serving Cast” will be paid at a fifteen percent (15%) gratuity calculated on the food and beverage retail price. Gratuity will be added to the employee’s base rate of pay.
2. Events identified by the Company as “At Cost” functions (for example Cast Service Celebrations) will be paid as follows:
 - (a) Thirty-five dollars (\$35) per hour for Servers and Bartenders, forty dollars (\$40) per hour for Captains for all set-up hours and all hours worked on actual day of event.
 - (b) **Banquet Facility CMs (T)** – seven dollars (\$7) per hour over **their** high rate for all hours associated with the event.

Fees

1. There will be no off-property fee for functions at Celebration office buildings.
2. When additional service fees charged to the clients are collected, they will be split fifty (50%) percent to the appropriate gratuity pool and fifty (50%) percent to the Company.
3. It is expressly understood that set-up fees for Intimate Weddings may be combined in the total package price charged to a client, however, when collected, will be split fifty (50%) percent to the appropriate gratuity pool and fifty (50%) percent to the Company. This provision shall not apply to **Banquet Facility CMs (T)**.
4. All set-up fees, when charged and collected from the client, will be split 50/50 between the Company and the appropriate gratuity pool. This provision shall not apply to **Banquet Facility CMs (T)**.
5. Off-property service fees are negotiable with the client. If collected they will be split 50/50 between the Company and the Server.
6. If bar sales do not meet a minimum of \$500.00, a \$100.00 service charge will be split 50/50.

Staffing Guidelines

Management reserves the right to staff functions as deemed appropriate.

Miscellaneous Catering Agreements

1. All Regular Full Time **and Regular Part Time** tipped Catering employees, excluding currently grandfathered employees and **Banquet Facility CMs** will be statused 7(i). A non 7(i) Catering employee may opt to turn 7(i), but will have no option to return to a non 7(i) status. The Company, when it becomes aware, will notify the Union in the case an employee is ineligible to be classified as 7(i).
2. Culinary stations will have a culinary employee to cook all items on stage. Carving will be considered a “Culinary Only” function.
3. Servers will not be required to move hot boxes or Queen Marys or tray up pre-plated food plates. However, as needed, assist other team members in these duties to ensure appropriate guest service.
4. Catering functions held outside the operating areas of the catering location will be handled by the staff in the specific location where the revenue is credited. Any deviation will be discussed in advance with the appropriate Affiliate Union(s).
5. Private Dining, where available, shall staff all functions held in Resort guest room suites.

6. Silverware, dishes, glassware, tablecloths, utensils, etc. will be available and readily accessible in a consistent area by location, where practicable for set-up by the Banquet **Server**, and Beverage **CM Banquets**, for all functions including outdoor events.
7. ★ All Regular Captain openings shall be posted as needed. Only non-probationary regular employees shall be eligible for Captain 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.
8. ★ Employees new to the Captain role will be placed on a one hundred eighty (180) day qualifying period. If the Company determines during the one hundred eighty (180) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the one hundred eighty (180) days, the Company will return the employee to **their** prior job classification and location and the employee shall be immediately eligible to transfer again.
9. ★ Employees in the Captain role who in a rolling twelve (12) month period receive two (2) reprimands in accordance with Article 18, Section 6(b) or any three (3) reprimands will be returned to **their** prior job classification.
10. Relief Captain positions will be filled in accordance with the STCU guidelines for selection of Coordinator Designation (Non-Statused Coordinator Proficiency). **Regular Part Time Banquet Server (T) 7(i) may be considered for Relief Captain designation.**
11. In the event that a catering function is canceled within twenty-four (24) hours of the scheduled function time, the Company will compensate any catering employee who is displaced by the cancellation and who is unable to be rescheduled for another function. The employee will be compensated the amount equal to the gratuity that would have been realized if the function had occurred. (This does not include functions that are cancelled due to fire, flood, hurricane, act of God, civil disturbances, picketing, or threat of harm.) Regular Full Time Servers will replace CT Servers working a location function.
12. Hourly gratuity rates for each location will be made available weekly to Catering employees, including **Facility CMs**.
13. When it is determined that employees are required to extend beyond the end time of a function, it shall be done in the following manner: on a voluntary basis first; CT employees second; **Regular Part Time employees third**; junior, Regular Full Time employees last.
14. Catering Employees who No-Call/No-Show for a scheduled shift, or call in for any reason except FMLA, are prohibited from working any subsequent shift(s) during the same workday.
15. Late/Call-In House Rules: Disciplined according to attendance matrix. (NOTE: If event has started, **they are** released from shift. The Manager will start to call replacements after thirty (30) minutes after call time.)

★ *This provision only applies to Regular Full Time employees*

Scheduling

1. All Banquet Captains', Catering Servers' and Bartenders' schedules will be posted by 8:00 a.m. on Wednesday, in their statused location and/or on the Cast Portal.
2. ★ Captain shifts will be scheduled in their home or statused location first. Captains will be scheduled for Captain's shifts using a consistent global rotation at all locations. Captains may be scheduled for Captain's shifts up to a maximum threshold of sixty-five (65) hours per week within their home location or fifty-five (55) hours per week when scheduled globally as a Captain. After all available Captain shifts have been scheduled globally, Captains who have not reached the maximum fifty-five (55) hours per workweek will be scheduled within the server rotation first in their home location and then global rotation.
3. ★ Regular Full Time Banquet Servers and Bartenders to include Shop Stewards, will be scheduled in their home or statused location first, using a consistent rotation process among all locations, until they reach a maximum fifty-five (55) hours per workweek, by job classification. This in no way guarantees fifty-five (55) hour workweek. Non 7(i) employees will be scheduled first in their home location, up to forty (40) hours and then globally if they have not reached forty (40) hours. This in no way guarantees a forty (40) hour workweek. Paid benefit days, i.e., vacation, sick days, etc. shall count toward the maximum threshold of hours. The rotation methodology for both local and global scheduling starts with the most senior Server, Bartender, or Captain respectively. The local and global rotation will continue as follows: the senior employee will go to the bottom of the rotation list and the next most senior employee will move up the rotation list.
4. ★ Any shifts remaining after employees are maximized in their home location will be placed in a global scheduling pool. Employees who have not reached fifty-five (55) hours will be scheduled shifts from the global pool until they are maximized. Shifts in the global scheduling pool will be arranged in descending order by hours. Two (2) or more shifts with identical lengths will be assigned in alphabetical order according to the name of the location where the shift exists.
5. Banquet Servers, Bartenders, and Captains shall not be involuntarily scheduled less than six (6) hours time off between their last shift, and the first shift of the following day.
6. Banquet Servers, Bartenders and Captains shall be scheduled sixty (60) minutes "buffer time" between shifts when travel is required. When scheduled within the same location, there will be no buffer time.
7. EXTRA HOURS HOTLINE (EHH): After global scheduling is complete, available shifts will be released by 9:00 a.m. to the Extra Hours Hotline (EHH) for Regular Full Time Bartenders, Captains and Servers to pick up within their **statused** job classification only. After 10:00 am, Regular Full Time Bartenders, Captains and Servers may pick up in any of the aforementioned job classifications. Regular Part Time Catering Servers, Housemen and Regular Full Time Food & Beverage Dinner Show Servers who are "7(i)" and trained in the Catering location may pick up shifts at 11:00 a.m., provided it will not result in overtime or double time at any time during the payroll week. Catering CTs may pick up shifts beginning at noon each day. **Effective no later than one hundred eighty (180) days post ratification of the Agreement, Regular Part Time Banquet Server (T) 7(i) employees may pick up shifts beginning at 11:00 a.m. Facility employees and Regular Full Time Food & Beverage Dinner Show Servers who are 7(i) and trained in the Catering location may pick up shifts at 11:30 a.m provided it will not result in overtime or double time at any time during the payroll week.**
8. **Regular Part Time Banquet Server (T) 7(i) employees are required to provide three (3) full days of availability. Employees may request a change of availability within the time period the Company is conducting the Banquet Facility (T) schedule bids. Any request to change availability must be approved by the Company.**

9. **Regular Part Time Banquet Server (T) 7(i)** are required to be available on seven (7) core holidays: December 31, Martin Luther King, Jr. Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 25, and other dates designated by the Company, (e.g. Cast Service Celebrations). The Company will make every effort to provide as much notice as possible if additional dates are added.

If a core holiday or event referenced above falls on a day outside the employee's regular availability, they will be given first consideration, upon request, to not be scheduled on the requested day. Such consideration will be by seniority and based on business needs. Effective no later than one hundred eighty (180) days post ratification of the Agreement, the Company will establish a process that separates these day off requests from the ten (10) Authorized Days Off requested annually.

8. NEW BUSINESS OPPORTUNITIES (NBOs) will be filled as follows:

- (a) NBOs that do not occur on the next day will be made available on the EHH first to Catering Cast members stationed to the location where the NBO occurs until 9:00 a.m. the following morning. Thereafter EHH timelines outlined in Section 7 above will apply. The Union and the Company agree to address situations where an employee picks up an excessive amount of NBO shifts.
- (b) NBOs that occur on the next day:
 - 1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for Regular Full Time employees. Locations will utilize a process to ensure this rotation is followed.
 - 2. If the shift is not filled through the local pop-up rotation, the location will pass the shift information to the Catering Labor Office, who will immediately post the shift to the Extra Hours Hotline (EHH). The regular time limits shall apply for all Regular Full Time **and Regular Part Time** Bartenders, Captains, **Banquet Facility CM (T)** and Servers. Catering CTs will not be able to pick up shifts until 12:00 p.m.
- (c) NBOs that occur on the same day:
 - 1. The local area in which the pop-up occurs will first attempt to fill the shift by utilizing the existing local pop-up rotation for Regular Full Time employees. Locations will utilize a process to ensure this rotation is followed.
 - 2. If the shifts remain unfilled, the location may fill the shift at their discretion.

9. **All Regular Full Time and Regular Part Time Catering employees will be permitted to shift change, including giving their shift(s) away utilizing the established process. Shifts may not be given away to CT employees.**

Servers will be permitted to give their shift to a trained Banquet Facility CM (T) provided the Banquet Facility (T) employee is not already scheduled to work at the time of the shift and no overtime is incurred.

★ *This provision only applies to Regular Full Time employees*

10. ★ REQUESTED DAY OFF (RDO): Catering employees may request one (1) day off per week electronically. Requests must be submitted no later than noon on the Monday prior to the posting of the following week's schedule. The day off may be granted by job classification, consistent with local operational requirements of Captains, and global operational requirements for Servers and Bartenders. In the event all requests for a particular day cannot be approved due to operational requirements, global seniority of Servers by job classification for Servers and Bartenders and local seniority for Captains shall prevail.
11. ★ VACATION: Catering vacation bidding will be done globally in accordance with STCU Article 21, Sections 7 (a), (b), and (c). When an employee requests and is granted five (5) consecutive days as vacation, they may request up to two (2) days off on either or both ends (up to four (4) days) of their requested vacation time. Existing "block out" policies shall apply.
12. BLOCK OUT DATES: The Company will make every effort to give employees as much notice as reasonably possible in advance of "Block Out" dates. Catering employees may not use call in/sick free days on New Year's Eve (NYE).
13. ★ All Banquet Servers, Bartenders, and Captains will not be involuntarily scheduled less than 1560 hours on an annualized basis. **Hours will be scheduled in accordance with the monitoring period as outlined in Article 13. Section 5 (a).** Scheduled hours include vacation, sick time, A.D.O.'s, R.D.O.'s, and opt outs. Employees who have taken leaves of absence shall be prorated for the 1560 hours. All grievance settlements based on the Company's proven failure to schedule 1560 hours will be paid at the appropriate non-tipped rate of pay.
14. ★ Catering employees may "swap back" one (1) scheduled shift for one (1) shift that is posted on the portal, provided the shift does not conflict with the employee's remaining scheduled shifts for the day. Shifts "swapped back" will be immediately posted on the EHH.
15. ★ Deployed Catering Cast Members may be called back to their home location if a desirable shift becomes available.
16. Global Catering schedules will be made available to select Shop Stewards.
17. Prior to the Company opening any temporary or "overflow" dining operations, it will meet with UNITE HERE! Local 737 and UFCW Local 1625 to determine by mutual agreement with the Company which employees will staff the operations.

MISCELLANEOUS BANQUET FACILITY CM (T) AGREEMENTS

1. ★ Schedule bids will be posted at least seven (7) days prior to bidding. Any deviation will be discussed in advance with the Union.
2. ★ All Banquet **Facility CM (T)** schedules will indicate a start and end time for each shift. Preferred shift time and days off combinations will be bid by seniority.
3. Work gloves and raingear will be made available at WDW Costuming.
4. Banquet **Facility CMs (T)** are required to perform any set-up and/or tear down tasks associated with any function. Responsibilities include, but are not limited to:
 - (a) Setting up and breaking down all department functions. Park **Banquet Facility CMs (T)** will assist Banquet Servers in setting areas.
 - (b) Cleaning, servicing, and general maintenance of banquet equipment, function rooms, and related service area.

★ *This provision only applies to Regular Full Time employees*

- (c) Servicing/freshening all meeting rooms during breaks.
- (d) Transporting catering equipment for functions.
- (e) Assisting Coffee Break staff during refresh and breakdown, including clearing items such as coffee cups, plates, glasses, etc.
- (f) Placement and removal of grills, ovens, and fryers for beach functions at the Resorts.

It is understood that when business needs dictate, all employees including Culinary, will assist in the placement and removal of the grills, ovens, and deep fryers.

5. The Company shall establish and follow safety guidelines with regard to the use of propane/space heaters for catering functions. The Company agrees to provide training for all Banquet **Facility CMs** who use propane equipment in their role on an as needed basis.
6. Hourly rates for each location will be posted weekly and/or made available to employees, including Banquet **Facility CM (T)**.
7. ★ Scheduled overtime will be distributed as equitably as practical to ensure that everyone has the opportunity to receive overtime. Mandatory overtime shifts by location will be distributed as follows:
 - (a) Determine the number of shifts needed
 - (b) Distributed by seniority to volunteers before assignment to non-volunteer senior employees
 - (c) Assign to junior employees first
8. ★ Scheduled overtime will not displace any Housemen from their regularly scheduled shift.

9. Fork Lift Operator Premium

Banquet **Facility CMs (T)** will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift. **Effective ninety (90) days post ratification of the Agreement, Banquet Facility CMs (T) will receive forty cents (\$.40) per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.**

10. Parks Event Operations

Banquet **Facility CMs (T)** working in Parks Event Operations shall receive an additional one dollar (\$1.00) per hour premium added to **their** base rate of pay for all hours worked in the location.

FLORIST

Coordinators

Individuals designated as Coordinators will be permitted to coordinate the workflow of employees in any job classification; however, Coordinators will not be permitted to coordinate the technical aspects of a higher job classification.

Floral CM

Floral **CMs** will perform the following functions: processing/stocking, delivery, basket production, and set and strike team. With the exception of Data Maintenance, Floral **CMs** will be cross-trained in processing/stocking, delivery, basket production, and set and strike. Employees may be assigned in any of these functions throughout the work week. This position will require a secondary interview/overview of all functions except Data Maintenance.

★ *This provision only applies to Regular Full Time employees*

★ **Data Maintenance Pay Premium**

It is our mutual agreement that a Floral **CM** will receive premium pay of **one dollar and fifty cents (\$1.50)** per hour for performing Data Maintenance work. In order to receive Data Maintenance premium pay, the Floral **CM** must be performing a Data Maintenance function for sixty (60) consecutive minutes or more.

Open Floral and Gift Positions

The number of positions may be increased or decreased based on business need. The following steps will be used to interview and select Employees for open Floral and Gift positions:

- Open positions will be posted in the location for seven (7) days. If no internal candidates post for the positions, the posting will be submitted to Casting and filled in accordance with Article 14, Section 1(a).
- Interested employees must meet the STCU Agreement transfer guidelines to be eligible for consideration and interview.
- An interview process, to include a skills-based demonstration, reviewed and agreed upon by the Union, WDW Floral Department Management, and Labor Relations, will be required of each employee who is interviewed.
- Management will then select the employee based on demonstrated skill and ability to perform the function. All other things being equal, the employee will be selected based on seniority.
- Any vacancies that occur in the future in this area shall be filled in accordance with the criteria outlined above.

Floral Design Special Events Service Team

Employees performing the specialized job functions of the Floral Design Special Events Service Team will receive a premium rate of fifty cents (\$.50) per hour, in addition to their regular rate of pay, for actual hours worked.

Special Work Service Repair Premium

WDW Florist & Gift Basket employees performing Embroidery machine repairs for sixty (60) consecutive minutes or more will be paid a premium of twenty-five (\$.25) cents per hour payable in one-hour increments. Repairs include, but are not limited to, replacement of lost/broken bolts, nuts and spacers, tightening any loose nuts, screws and bolts, oiling of machines, changing broken needles (embroidery machine), and adjusting tension, centering and timing (embroidery machine).

Fork Lift Operator Premium

Florist **CMs** will receive thirty (\$.30) cents per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift. **Effective ninety (90) days post ratification of the Agreement, Floral CMs will receive forty cents (\$.40) per hour premium pay for all hours worked in increments of one (1) hour when operating a fork lift.**

★ *This provision only applies to Regular Full Time employees*

Star Wars: Galactic Starcruiser ROAMER

- All candidates may be subject to hiring assessments and satisfactory record card review as determined by the Company.
- All Cast Members 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 Cast Member'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.

BIBBIDI BOBBIDI BOUTIQUE (n/k/a Transformation Experience Stores)

(This section also applies to Casual Regular Employees)

A. Open Boutique Positions (Internal Posting):

The number of positions may be increased or decreased by the Company based on business need. The following steps will be used to interview and select employees for open Boutique positions:

- Open positions will be posted in the location for seven (7) days. If no internal candidates post for the positions, the posting will be submitted to Casting and filled in accordance with Article 14, Section 1(a).
- Interested employees must meet the criteria in Article 14 Transfers to be eligible for consideration and interview.
- An interview process, which includes a skills-based demonstration, will be required of each employee who is interviewed.
- Management will then select the employee based on demonstrated skill and ability to perform the function. All other things being equal, the employee will be selected based on seniority.
- Any vacancies that occur in the future in this area shall be filled in accordance with the criteria outlined above.

B. Employees transferring into the Boutique CM position will be placed on a ninety (90) day qualifying period. If the Company determines during the ninety (90) day qualifying period that the employees' performance is not satisfactory, or if the employee requests a return within the ninety (90) day qualifying period, the employee will be returned to their prior location and classification in accordance with Article 14, Section 2(b).

C. Transfers from a different job classification, not filled through the Internal Posting Guidelines, and new hires into the Boutique CM position must go through an interview at Casting and a secondary interview with Management.

D. If employees are required to obtain a state certification for the Boutique CM position, the initial certification, as well as the recertifications, will be paid by the Company.

TRAVEL POLICY FOR HOURLY (NON EXEMPT) EMPLOYEES REPRESENTED BY UFCW LOCAL 1625

The Company and the Union agree that all terms and conditions negotiated in the 2022 I.A.T.S.E. Addendum B-6 re: Travel Policy for Hourly (Non Exempt) Employees represented by I.A.T.S.E. will also apply to UFCW Local 1625 represented Bibbidi Bobbidi Boutique employees.

The following guidelines have been established for payment of hourly employees for time spent in travel and work on Company authorized business trips. These procedures have been developed to specifically apply to travel by Bibbidi Bobbidi Boutique employees represented by UFCW Local 1625, attached hereto.

A. QUALIFICATION

On those occasions when the employees of Walt Disney World Co. are requested to support a road show or to provide technical assistance to any Walt Disney World Co. promotion, production or presentation, requiring overnight accommodations at an off property site, every effort will be made to send a Walt Disney World Co. employee, represented by UFCW Local 1625, on the trip. On a yearly basis the Company will post a sign-up sheet and give consideration for employees interested in travel.

B. COMPENSATION

1. Each Walt Disney World Co. employee assigned to a road show/touring situation will be paid in accordance with the classification rates listed in Appendix A, and the guidelines contained herein.
2. A payroll week shall be defined as a period of seven (7) days, starting at 12:00 a.m. (midnight) on each Sunday and ending at 11:59 p.m. on the following Saturday of the same week. A payroll day is a period of twenty-four (24) hours, starting at 12:00 a.m. (midnight) and ending at 11:59 p.m. on the same day.
3. Road shows of less than seven (7) days shall be paid on a flat daily rate per day. Hours worked in excess of fourteen (14) in a payroll day or sixty-five (65) hours in a payroll week will be paid at double time. The double time rate for this purpose will be two (2) times the employee's hourly statused straight time rate as outlined in the Service Trades Council Agreement.
4. Road shows of seven (7) days or more shall be paid on a weekly rate, pro-rated to a daily rate as appropriate (i.e., weekly rate divided by 6). Hours worked in excess of fourteen (14) in a payroll day or sixty-five (65) hours in a payroll week will be paid at double time. The double time rate for this purpose will be two (2) times the employee's hourly statused straight time rate as outlined in the Service Trades Council Agreements.
5. The following additional rules shall apply for pay for mixed weeks comprising both road trips and daily operations at Walt Disney World Resort:
 - a. Where a trip begins after the start of a payroll week, employees shall be paid according to their normal hourly payment schedule as outlined in the Full Time Service Trades Council Agreement for work performed prior to the trip. However, the hours worked that payroll week will count for purposes of applying toward the sixty-five (65) hours in a payroll week.
 - b. Where an employee begins a trip at the start of the payroll week, then following their return to Walt Disney World Resort property, the employee will revert to their normal hourly payment schedule as outlined in the Service Trades Council Agreements. Hours worked

while on tour will be included in the computation of total hours worked in a Walt Disney World Co. payroll week for overtime eligibility.

- c. An employee returning from a trip to daily operations shall be subject to turnabout at their statused rate as outlined in the Full Time Service Trades Council Agreement.

- 6. Employees shall be required to maintain an accurate log of all hours worked and should report the hours to management each week.

C. HOLIDAY PAY

Should employees work on a Walt Disney World Co. paid holiday, the employees shall receive an additional eight (8) hours pay at their normal statused rate.

D. MEAL BREAKS

- 1. A minimum time of one-half ($\frac{1}{2}$) hour to a maximum of one (1) hour unpaid meal break will be assigned to each employee scheduled to work more than seven (7) hours. For all shifts that start after noon, such meal break shall be taken as near as practicable to the mid- point of the scheduled shift, but not before four (4) hours nor later than six (6) hours from the beginning of the shift.
- 2. If the length of the shift requires a second meal break*, it must begin between four (4) and six (6) hours after the first meal period, exclusive of meal breaks. Additional meal breaks shall be either a one-half ($\frac{1}{2}$) hour unpaid meal break or a French meal.

If an employee does not receive the meal break or French meal as indicated hereinabove, the employee will be paid the meal penalty specified in section D(2).

- 3. French Meals. The Company, in lieu of a meal break, may provide a meal of acceptable quality for all personnel, within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one-half ($\frac{1}{2}$) hour is provided. Food and beverage supplied as a French meal are at the Company's expense.

E. PAYCHECKS

Upon the request of an employee, made a minimum of seven (7) days in advance of a scheduled road show/tour, the Company will make every effort to furnish the employee with their paycheck and make banking arrangements as necessary.

F. TRAVEL TIME

- 1. Time spent in travel which occurs within an employee's normally scheduled shift will be considered as time worked for purposes of computing overtime. **EXAMPLE:** If an employee travels during their normal shift period and continues by working later that same day, any hours in excess of eight (8) will be counted as overtime.
- 2. Time spent in travel which occurs outside an employee's normally scheduled shift will not be considered as time worked. **EXAMPLE:** An employee scheduled to travel at the end of a work shift will not be paid for any time in excess of their normal straight time hours for time spent in travel. Such time will be considered as hours worked, however, if determined by the Company as "captive", i.e. operators who drive vehicles to a new location.
- 3. Travel time occurring on an employee's day off or holiday and which corresponds to a normal scheduled shift will be considered as hours worked for the purposes of computing overtime.

G. EMPLOYEE EXPENSES FOR TRAVEL

1. The Company assumes responsibility for all reasonable expenses incurred in acquiring passports and visas for international tours. The employee should check with management as to the proper procedure for acquiring the necessary documents.
2. All employees traveling on behalf of the Company are entitled to:
 - a. Transportation round trip (coach)
 - b. Hotel accommodations
 - c. Cash advance to cover business expenses as determined by Walt Disney World Co. Finance as appropriate for the cities included on the tour.
3. Employees will be required to submit an expense report within seven (7) days upon termination of the road show/tour.
4. A copy of the guidelines as established by Walt Disney World Co. Finance for expense allocation will be provided to each employee when the advance is made.

H. EMPLOYEE'S PERSONAL RESPONSIBILITY

1. The employee is expected to make their own arrangements for reaching the point of departure from Orlando for a business trip.
2. The employee is expected to provide their own personal wardrobe and baggage suitable for a business trip. When traveling on behalf of the Company, the employee will be expected to meet Company Appearance Guidelines with regard to attire and grooming.
3. Employees maintain their Group Insurance and Workers' Compensation coverage when traveling on behalf of the Company. The Company does not assume responsibility for personal illness or injury that is not work related. The employee may utilize their accrued sick pay to compensate for lost hours due to personal illness. The employee's Record Card will be notated according to the Service Trades Council Agreements.

I. MANAGEMENT RESPONSIBILITY

1. It is not the intent of the Company to utilize management in any manner detrimental to or in lieu of hourly employees. However, the Company reserves the right to allow management to perform work such as that performed by hourly employees in the following circumstances:
 - a. For emergency purposes.
 - b. In the instruction and training of employees or management.
 - c. Starting up and closing down of operations.
 - d. To protect Company property and/or to ensure the safety of employees

TRAVEL RATES

DAILY RATES FOR TRIPS OF LESS THAN SEVEN (7) DAYS							WEEKLY RATES FOR TRIPS OF SEVEN (7) DAYS OR MORE					
Classifications	Current	Effective 10/2/2022	Effective 10/1/2023	Effective 9/29/2024	Effective 9/28/2025	Effective 10/4/2026	Current	Effective 10/2/2022	Effective 10/1/2023	Effective 9/29/2024	Effective 9/28/2025	Effective 10/4/2026
Boutique CM	\$235	\$245	\$255	\$266	\$277	\$289	\$1,065	\$1,108	\$1,153	\$1,200	\$1,248	\$1,298

LETTERS and MEMORANDA OF UNDERSTANDING

2022 COLLECTIVE BARGAINING NEGOTIATIONS

U.F.C.W. Local 1625

For reference purposes only

MOU - Full Time Banquet Server (T) Selection Process

Memorandum of Understanding 2022 Walt Disney Parks and Resorts U.S. And

United Food and Commercial Workers Union Local 1625

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and United Food and Commercial Workers Union Local 1625 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

This document reflects the discussion held on September 6, 2022, between the Walt Disney Parks and Resorts U.S. (Company) and United Food Commercial Workers Local 1625 (Union) regarding Banquet Server (T) positions, memorializing the practice of filling Full Time Banquet Server (T) roles.

The Parties agree that all employees not currently statused in a Full Time Banquet Server (T) position, must meet all eligibility requirements within Article 14 of the 2017 STCU Collective Bargaining Agreement and will be subject to an interview with Area Leadership to assess skills and ability to be considered for transfer.

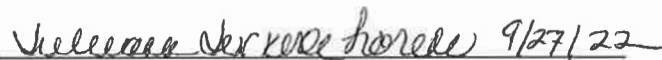
Additionally, Full Time openings will be filled in the following manner:

- Regular Full Time Banquet Server (T)
- Regular Full Time Beverage CM Banquets (T)
- Regular Full Time Banquet Facility CM (T)
- Regular Part Time Banquet Server (T)
- Regular Full Time F&B Server (T)
- Regular Part Time F&B Server (T)
- CT Banquet Server (T) by Recent Hire Date
- All other Regular Full Time STCU Employees
- All other Regular Part Time STCU Employees
- Non STCU



Jana Walker
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

9/27/22
Date



Juleeann Jerkovich Loreth
Vice President
UFCW Local 1625

9/27/22
Date

MOU - Regular Part Time Banquet Server (T) 7(i) Positions

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.**

And

United Food and Commercial Workers Union Local 1625

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and United Food and Commercial Workers Union Local 1625 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), "collectively referred to as "the Parties."

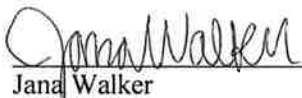
This document reflects the discussion held on March 27, 2023, between the Walt Disney Parks and Resorts U.S. (Company) and United Food Commercial Workers Local 1625 (Union) regarding Regular Part Time Banquet Server (T) 7(i) positions.

The Company agrees that total Regular Part Time Banquet Server (T) 7(i) utilization shall not exceed fifty percent (50%) of the total scheduled hours for all Banquet Server (T) 7(i) annually. The following stipulations will apply in regards to Regular Part Time Banquet Server (T) 7(i):

- Can only be hired into Server Classifications
- Required to provide three (3) days of full availability
- Secondary interview required
- Will be statused to area designated by the Company based on business needs
- Required to be 7(i)
- Required to be available seven (7) Core Holidays: December 31, Martin Luther King, Jr. Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 25 and other dates designated by the Company (e.g. Cast Service Celebrations)

All other applicable Sections of the 2022 Part Time STCU Agreement and the UFCW Local 1625 Addendum B-5 that refer to Banquet Server (T) 7(i) still apply to the Regular Part Time Banquet Server (T) 7(i).

Throughout the course of the Agreement, the Company will have sole discretion to indefinitely extend or terminate this Memorandum upon written notice to UFCW Local 1625. If the Company elects to terminate this Memorandum, all Regular Part Time Banquet Server (T) statused at the time of Program termination, will remain statused and continue to be utilized as Regular Part Time Banquet Server (T) 7(i) despite the conclusion of this Memorandum of Understanding.



Jana Walker
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

3/30/23

Date



Julecann Jerkovich Loreth
Vice President
UFCW Local 1625

Date

MOU - Full Time Beverage CM Banquets (T) Selection Process

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And**

United Food and Commercial Workers Union Local 1625

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and United Food and Commercial Workers Union Local 1625 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

This document reflects the discussion held on September 6, 2022, between the Walt Disney Parks and Resorts U.S. (Company) and United Food Commercial Workers Local 1625 (Union), memorializing the practice of filling Full Time Beverage CM Banquets (T) positions.

The Parties agree that all employees not currently statused as a Full Time Beverage CM Banquets (T), must meet all eligibility requirements within Article 14 of the 2017 STCU Collective Bargaining Agreement and will be subject to an interview with Area Leadership to assess skills and ability to be considered for transfer.

Additionally, Full Time openings will be filled in the following manner:

- Regular Full Time Beverage CM Banquets (T)
- Regular Full Time Banquet Server (T)
- Regular Full Time Banquet Facility CM (T)
- Regular Part Time Banquet Server (T)
- Regular Full Time F&B Server (T)
- Regular Part Time F&B Server (T)
- CT Banquet Server (T) by Recent Hire Date
- All other Regular Full Time STCU Employees
- All other Regular Part Time STCU Employees
- Non STCU

Jana Walker

Jana Walker
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/14/2023

Date

Juleeann Jerkovich Loreth 7/14/23

Juleeann Jerkovich Loreth
Vice President
UFCW Local 1625

Date

MOU – Full Time Banquet Facility CM (T) Selection Process

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And**

United Food and Commercial Workers Union Local 1625

This Memorandum of Understanding (“MOU”) is between Walt Disney Parks and Resorts, U.S. (“Company”), and United Food and Commercial Workers Union Local 1625 (“Union”), a signatory to the Service Trades Council Union Agreement (“STCU Agreement”), collectively referred to as “the Parties.”

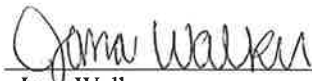
This document reflects the discussion held on March 22, 2023, between the Walt Disney Parks and Resorts U.S. (Company) and United Food Commercial Workers Local 1625 (Union) regarding Banquet Facility CM (T) positions, memorializing the practice of filling Full Time Banquet Facility CM (T) roles.

The Parties agree that all employees not currently statused as a Full Time Banquet Facility CM (T) position must meet all eligibility requirements within Article 14 of the 2022 STCU Collective Bargaining Agreement and will be subject to an interview with Area Leadership to assess skills and ability to be considered for transfer.

Additionally, Full Time openings will be filled in the following manner:

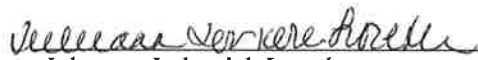
- Regular Full Time Banquet Facility CM (T)
- Regular Part Time Banquet Facility CM (T)
- All other Regular Full Time STCU employees
- All other Regular Part Time STCU employees

This Memorandum of Understanding will expire at the end of the 2022 STCU Collective Bargaining Agreement.



Jana Walker
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

3/22/23
Date



Juleeann Jerkovich Loreth
Vice President
UFCW Local 1625

3/22/23
Date

July 13, 2023

Juleeann Jerkovich
UFCW Local 1625
705 East Orange Street
Lakeland, Florida 33801

RE: Letter of Intent: Catering Swap Backs

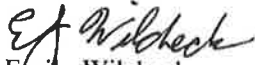
Dear Juleeann,

Per our discussions, this correspondence memorializes the Company's intent to continue with the following scheduling practices for "swap backs" of Catering shifts pursuant to the terms of Addendum B-5 of the parties' Collective Bargaining Agreement, Section "**CATERING**," Subsection "**Scheduling**," paragraph 14:

- Employees may "swap back" up to three (3) eligible shifts per week.
- Employees may swap back shifts up to forty-eight (48) hours before the employee's scheduled shift or swapped shift, whichever occurs first.

The Company will notify the Union in advance should it intend to revise the above practices.

Sincerely,



Emily Wilcheck

Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

Off-Site Merchandise Locations
Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And

United Food and Commercial Workers Union Local 1625

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and United Food and Commercial Workers Union Local 1625 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and the Union mutually agree to the following:

- Whenever operational necessity dictates that employees working at off-site merchandise locations are temporarily required to both park at distant locations other than their regularly assigned parking areas and are required to take provided transportation, the employees will be paid twenty (20) minutes per shift, or will be released from their shift twenty (20) minutes prior to the end of their shift.

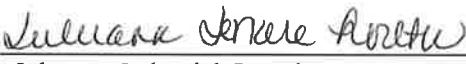
This MOU expires at the end of the term of the 2022 STCU Full Time Agreement.



Jana Walker
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

3/27/23

Date



Juleeann Jerkovich Loreth
Vice President
UFCW Local 1625

3/22/23

Date

Orlando International Airport Merchandise

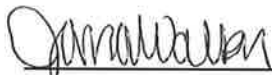
**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.
And
UFCW Local 1625**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UFCW Local 1625 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

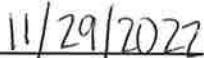
During the course of the 2022 negotiations, the Company and the Union mutually agree to the following:

- Employees who report to work and clock in at Terminal C at Orlando International Airport (OIA) will receive ten (10) minutes of pay per shift based on their current required arrival process.
- Due to the unique circumstances at the Airport location, employees who are late clocking in at their scheduled start time due to unforeseen and unreasonable delays in Airport transportation to the terminal(s), shall not be subject to attendance/clock in points or discipline under Article 18, Sections 8/9, and will not suffer any loss of pay, provided they notify a Supervisor or Coordinator to report the delay at the time the delay occurs.

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



Jana Walker
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.



Date



Juleeann Jerkovich Loreth
UFCW Local 1625

Date

Bibbidi Bobbidi Boutique

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.**

And

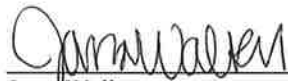
United Food and Commercial Workers Union Local 1625

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and United Food and Commercial Workers Union Local 1625 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), (collectively referred to as "the Parties").

During the course of 2022 negotiations, the Parties mutually understand the following regarding the Company's intent to continue the tipping practice for Boutique Cast Members at Bibbidi Bobbidi Boutique ("BBB"):

- When offered by the Guest, Boutique Cast Members are allowed to accept cash tips only.
- Boutique Cast Members are prohibited from soliciting tips either verbally or non-verbally.
- Boutique Cast Members are responsible for determining the method that they will utilize to fairly distribute the cash tips amongst themselves.
- The Company will advise the Boutique Cast Members of the appropriate process and their responsibility for declaring their tips; however, the Boutique Cast Members are responsible for reporting their own tips per IRS guidelines.
- Boutique Cast Members are not allowed to discuss or distribute their tips on stage.
- Boutique Cast Members will continue to be deployed between all BBB locations.
- The Company reserves the right to discontinue this program at any point with reasonable notification to and discussion with Union.

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



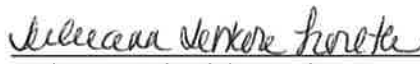
Jana Walker

Senior Manager, Labor Relations

Walt Disney Parks and Resorts, U.S.

9/27/22

Date



Juleeann Jerkovich Loreth

Vice President

UFCW Local 1625

9/27/22

Date

Bibbidi Bobbidi Boutique Recall

**Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S.**

And

United Food and Commercial Workers Union Local 1625

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and UFCW Local 1625 ("Union"), a signatory to the Service Trades Council Union Agreement ("STCU Agreement"), collectively referred to as "the Parties."

During the course of the 2022 negotiations, the Company and the Union mutually agree to the following regarding the recall rights of Sales and Boutique positions:

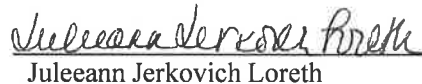
- Furloughed Sales and Boutique Cast Members who were recalled to their pre-furlough statused classification but have not returned to their pre-furlough statused location will be offered a one (1) time opportunity to transfer into their pre-furlough statused location in seniority order when a position becomes available.
- The above shall not apply to Sales and Boutique Cast Members who have transferred to a new location through transfer genie, a displacement bid or settlement agreement.

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



Jana Walker
Senior Manager, Labor Relations
Walt Disney Parks and Resorts, U.S.

9/27/22
Date



9/27/22
Date

Juleeann Jerkovich Loreth
Vice President
UFCW Local 1625

March 23, 2023

Juleeann Jerkovich Loreth
Vice President
United Food and Commercial Workers Union Local 1625
5600 US Hwy 98 N
Lakeland, FL 33809

RE: Letter of Understanding Regarding Scope of Agreement

Dear Julee:

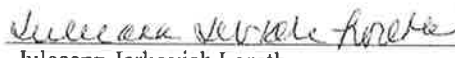
As a follow-up to our discussion during the 2022 Service Trades Council Union (STCU) Negotiations, the Company agrees that the following Disney Springs/Leased Retail locations are included in the Scope of the Agreement: WDW operated retail locations in Terminals A B and C at Orlando International Airport, Daisy's Garden (Dolphin), Disney Cabanas Character Shop (Swan), Cast Connection, the Walt Disney World Store on International Drive and Liquidation Outlets (2) (Orlando International Premium Outlets and Orlando Vineland Premium Outlets).

This letter of understanding will expire at the end of the 2022 STCU Collective Bargaining Agreement.



Jana Walker
Senior Manager, Labor Relations Walt
Walt Disney Parks and Resorts, U.S.

3/23/2023
Date

 3/23/23

Juleeann Jerkovich Loreth
Vice President
UFCW Local 1625

Date

October 10, 2022

Julecann Jerkovich
UFCW Local 1625
705 East Orange Street
Lakeland, Florida 33801

RE: Letter of Intent: Slip Resistant Shoes for Confectionary Employees

Dear Julecann,

Pursuant to our conversation during the 2022 Addendum Negotiations for United Food & Commercial Workers Local 1625 ("Union"), the Company during the term of the 2022 Service Trades Council Union Agreement will require employees working in Confectionary locations to use slip resistant shoes. In accordance with Article 24, Section 2 of the Agreement, these shoes will be furnished without cost to the employees.

The Company will provide advance notification of the Union in the event this policy is discontinued in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Christie Sutherland', with a large, stylized flourish extending to the right.

Christie Sutherland
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

November 29, 2022

Juleeann Jerkovich
UFCW Local 1625
705 East Orange Street
Lakeland, Florida 33801

RE: Letter of Intent: Bibbidi Bobbidi Boutique Weekly Reports

Dear Juleeann,

Pursuant to the Union's information request, the Company intends to provide a weekly report of hours worked, by location, for all Boutique Apprentices throughout the term of the 2022 STCU Full-Time Agreement. The Company will make such weekly reports available to the Boutique Apprentices in each location.

Sincerely,

A handwritten signature in black ink, appearing to read "Christie Sutherland", with a large, stylized loop at the end.

Christie Sutherland
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

September 1, 2022

Ms. Christie Sutherland
Director, Labor Relations
Walt Disney World Company
P.O. Box 10000
Lake Buena Vista, FL 32830

Dear Christie:

This letter will serve as notice that the jurisdiction for Bibbidi Bobbidi Boutique Host/Hostesses (Apprentices) will convert from IATSE Local 631 to UFCW Local 1625, effective September 18, 2022. Contingent upon IATSE Side Letter proposal U-14, the Coordinator classification for this role will remain represented by IATSE.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Hollis", with a long horizontal stroke extending to the right.

Matt Hollis

President,
Service Trades Council Union

cc: Juleeann Jerkovich Loreth/UFCW Local 1625
Paul Cox/IATSE Local 631

March 23, 2023

Juleeann Jerkovich
Secretary-Treasurer
UFCW Local 1625
5600 US Hwy 98 N
Lakeland, FL 33809

RE: Letter of Understanding Regarding Scope of Agreement

Dear Julee:

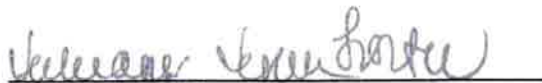
As a follow-up to our discussion during the 2022 Service Trades Council Union (STCU) Negotiations, the Company agrees that the following Disney Springs/Leased Retail locations are included in the Scope of the Agreement: WDW operated retail locations in Terminals A B and C at Orlando International Airport, Daisy's Garden (Dolphin), Disney Cabanas Character Shop (Swan), Cast Connection, the Walt Disney World Store on International Drive and Liquidation Outlets (2) (Orlando International Premium Outlets and Orlando Vineland Premium Outlets).

This letter of understanding will expire at the end of the 2022 STCU Collective Bargaining Agreement.



Christie Sutherland
Director, Labor Relations
Walt Disney Parks and Resorts U.S.

3/23/23
Date



Juleeann Jerkovich
Vice President
UFCW Local 1625

3/23/23
Date

I.A.T.S.E. Addendum B-6

Entertainment Technicians, Costuming/Cosmetology, Transformation Experience Stores

A. ENTERTAINMENT TECHNICIAN 1

Entertainment Technician 1 work will include the following:

Entertainment Technicians assigned to work on independent preparation and technical production work pertaining to new shows, special events, road shows, and remounts of shows. This includes technical systems and show design, and production team coordination (Crew Chief).

Guidelines:

1. This level can be statused or carded up dependent on management approval and length of involvement. This is subject to approval by a Technical Operations Manager for temporary card up/status and review by the WDW Technical Management Committee (TMC) for Full-Time status change. Entertainment Technician 1 pay typically begins with the first day of prep and ends at the end of opening day or when the project is completed in a temporary card up/status situation. Entertainment Technician 1 pay may be intermittent. Technician 1 is only paid for the hours during which Entertainment Technician 1 work is being done. Pay will revert to the appropriate or statused rate for any other time worked.
2. An Entertainment Technician 1 would specialize in a discipline(s) and such specialization shall be noted in the employee's personnel file:

Audio	Special Effects (e.g. pyro or lasers)	Properties
Lighting	Audio Visual	Production Planning Coordination
Rigging	Video Production	
3. An Entertainment Technician to be statused at Entertainment Technician 1 would be required to have a complete understanding of the logistics involved in the relevant type of production (road shows, special events, seasonal remounts) and extensive knowledge of the systems and equipment applicable to their area of involvement. An Entertainment Technician with knowledge or skill in a specific area may be carded up for the duration of that project.
4. An Entertainment Technician 1 should possess exemplary leadership skills and outstanding production coordination abilities.
5. Assignment to the Entertainment Technician 1 classification is at the sole discretion of management and will be based upon an evaluation of the criteria listed above as well as the size, scope, and complexity of the project assignment. The number of employees statused as Entertainment Technician 1 shall be determined exclusively by management.
6. The Entertainment Technician 1 classification will also be utilized for assignment as Crew Chief. An Entertainment Technician 1 who is relieved of such responsibilities shall be statused at the appropriate level based upon their previous status.

B. ENTERTAINMENT TECHNICIAN 2

An Entertainment Technician 2 has advanced technical skills and the ability to effectively teach or lead other Entertainment Technicians in existing technical show positions. An Entertainment Technician 2 also has the ability to prepare for and implement adaptations to existing shows or designs when required.

Guidelines:

1. For promotion to Entertainment Technician 2, an Entertainment Technician shall meet the criteria for that level, based on management review.
2. The Entertainment Technician 2 should have an advanced working knowledge of one or more of these disciplines:
 - Audio
 - Lighting
 - Rigging
 - Special Effects (e.g. pyro or lasers)
 - Articulated Character Heads
 - Show Control
 - Video Production
 - Properties & Puppets
3. An Entertainment Technician 2 should have the ability to operate, maintain, and trouble-shoot existing systems within their discipline and work area.
4. An Entertainment Technician 2 should have the ability to assist in preparing. Operating Guideline manuals as well as technical production requirements.
5. Entertainment Technician 2 duties should include instructing or training other Technicians in proper setup, use, and maintenance of show equipment and procedures.
6. An Entertainment Technician 2 should possess a thorough understanding of cueing of a daily ops show for which **they** would be regularly scheduled.
7. An Entertainment Technician 2 should possess experience and knowledge concerning WDW work orders, purchase requisitions, and equipment inventory for their area.
8. An Entertainment Technician 2 should show responsibility and professionalism in their work as well as the following:
 - a. Leadership, organizational skills, positive attitude.
 - b. Strong problem solving ability.
 - c. Provide an effective role model for fellow employees.
 - d. Demonstrate effective communication skills, both written and verbal.
 - e. Commitment to workplace safety and show quality.
9. Assignment to the Entertainment Technician 2 classification is at the sole discretion of management and will be based upon an evaluation of the criteria listed above. The number of employees statused as Entertainment Technician 2 will be determined exclusively by management.
10. The Entertainment Technician 2 will also meet all of the requirements listed for Entertainment Technician 3.

C. ENTERTAINMENT TECHNICIAN 3

An Entertainment Technician 3 is capable of performing in existing daily show operation positions.

An Entertainment Technician 3 also should be able to assist in the preparation and implementation of adaptations to existing shows or designs when required.

Guidelines:

1. For promotion to Entertainment Technician 3, a Technician shall meet the criteria for that level, based on management review.
2. An Entertainment Technician 3 should have experience and working knowledge in one or more of the following disciplines:

Audio	Audio Visual
Lighting	Video Production
Rigging	Properties
Special Effects (e.g., pyro or lasers)	Production Planning/Coordination
Show Support	Puppets
Show Control	Articulated Character Heads

3. An Entertainment Technician 3 should have a thorough understanding of:
 - a. Show cues, scripts, stage directions, show logs, and standard Operation Guideline manuals.
 - b. OSHA and R.C.I.D. Codes pertaining to standard theatrical safety codes.
 - c. Utilization of theatrical show documentation including equipment lists, patching/hook-up charts, stage plots, etc.
 - d. Entertainment equipment and system maintenance and troubleshooting.
4. An Entertainment Technician 3* should be certified to operate one or more of the following Aerial Work Platforms (AWP) along with Fall Prevention Training and/or Powered Industrial Trucks (PIT):

Highreach Lift	Scissors Lift	Vertical Personnel Lift
Knuckle Highreach	Forklift	Loadall Lift

5. An Entertainment Technician 3 should understand the Disney Show concept and be familiar with the following job roles:
 - a. Entertainment operations management, stage managers/supervisors, entertainment duty managers.
 - b. Entertainment Creative Services Management--including project managers, show directors, choreographers, designers, etc.
 - c. Technical Services--Crew Chiefs and Technicians.
 - d. Show Support.
6. An Entertainment Technician 3 should:
 - a. Work well with peers, Crew Chiefs and supervision.
 - b. Show respect and professional care for equipment and tools.
 - c. Possess a good understanding of the Entertainment Technician 3 responsibilities and limits as it applies to peers, Crew Chiefs, management, support departments and Service Trades Council Agreements.
 - d. Perform assigned duties proficiently and with attention to show quality and procedures.
 - e. Maintain an interest in industry innovations, as well as seek to increase **their** knowledge and skills in Entertainment Technician discipline(s).
 - f. Commitment to workplace safety and show quality.

* The Company will schedule certification training on a regular basis, but no less than once per year.

D. ENTERTAINMENT TECHNICIAN 4

An Entertainment Technician 4 is an entry level Technician who is learning the craft. Upon receiving the appropriate training, Entertainment Technician 4's may fill scheduled lines performing basic Technician duties. While an exhaustive list of appropriate duties cannot be created, the following are illustrative examples of the type or nature of duties which can be performed by Entertainment Technician 4's:

Assignment	Illustrative Examples
Stage Assist	Basic tracks on multi-track shows, hand out props
Loader	Load in and load out
Light Assist	Change lamps or gels
Spotlight Operator	Basic spotlight operation (on non-called shows only)
Audio Assist	Assemble mic stands, gaff cables, etc...
Basic AV	Setting up overhead projectors, small audio set-ups under supervision
Camera Assist	Camera assist for IMAG and ENG; pull and hold cable

Guidelines:

1. The Entertainment Technician 4 should have a basic working knowledge of:
Technical Terminology
Show Production
Standard Show Equipment
2. In addition to the knowledge mentioned, an Entertainment Technician 4 should also possess a positive attitude and initiative. Self-motivation and a willingness to learn are also important.
3. An Entertainment Technician 4 cannot act as a one person crew. An Entertainment Technician 4 must be part of a crew of two or more, at least one of which must be an Entertainment Technician 3 or higher.
4. An Entertainment Technician 4 shall not do the following:
 - a. pyro (journeyman)
 - b. Crew Chief
 - c. show control
 - d. rigging
 - e. board operation
 - f. production planning
5. An Entertainment Technician 4 cannot be carded up to a higher level for more than fourteen (14) days except with the consent of the Union in advance for developmental purposes. If an employee is regularly assigned a work schedule as an Entertainment Technician 3 for fifty percent (50%) or more of **their** time on a quarterly basis, **they** will be prospectively statused as an Entertainment Technician 3. Other circumstances regarding undue frequency may be considered on a case by case basis at the request of the Union.
6. Full time Entertainment Technician 4's shall not comprise more than ten percent (10%) of full time Entertainment Technician headcount. The Company shall make available to the Union on a monthly basis a list of the names and statused locations of Entertainment Technician 4's hired that month.

E. ENTERTAINMENT TECHNICIAN 5

An Entertainment Technician 5 is an intern. A Technician 5 may fill a scheduled line, such as Stage Assist, Lighting Assist, Spot Light Operator, etc., as part of a crew under the supervision of a Crew Chief after appropriate training. Visibility and discussion of Intern Program components and scheduling will be provided at the Labor/Management Operations & Safety Committee. Entertainment Technician 5s shall not comprise more than five percent (5%) of full time headcount

An Entertainment Technician 5 should show commitment to workplace safety and show quality.

HOURS OF WORK

A. TRANSFERS

Transfers into I.A.T.S.E. classifications must wait one (1) full year to exercise their seniority for bidding of lines.

B. TURNABOUT PROCEDURE

Employees returning from a straight time shift with less than nine (9) hours time off from the end of the previous shift will be paid overtime commencing with the tenth (10) cumulative hour. This provision applies to Entertainment Technicians, Costuming, and Cosmetology.

C. EXTRA HOURS HOTLINE

The Company may place open shifts on the Extra Hours Hotline (EHH) whenever business needs dictate.

D. SCHEDULING

Split Shifts

One portion of a split shift will be a minimum of six (6) hours and the other portion will be a minimum of four (4) hours.

Reasonable Notification of Schedule Changes

Management should make reasonable efforts to notify employees ~~Entertainment Technicians~~ of schedule changes as quickly as possible.

Regularly Scheduled Entertainment Offerings

The Company shall make every effort to schedule employees working at regularly scheduled entertainment offerings at the same shift times at least three (3) days of a five (5) day workweek and four (4) days of a six (6) day workweek.

Report Pay

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

Mandatory Overtime

Mandatory overtime will be scheduled up to a weekly maximum of sixty-five (65) hours for all employees.

E. MEAL BREAKS*

In lieu of the provisions of Article 10, Section 6 of the STCU Main Agreement, the parties agree as follows:

1. A minimum time of one-half ($\frac{1}{2}$) hour to a maximum of one (1) hour unpaid meal break will be assigned to each employee scheduled to work more than seven (7) hours. For all shifts, other than Costuming/Cosmetology shifts that start after noon, such meal break shall be taken as near as practicable to the mid-point of the scheduled shift, but not before four (4) hours nor later than six (6) hours from the beginning of the shift. In any Costuming/Cosmetology shift, that starts after noon and where a first meal break is taken, such meal break shall be taken as near as practical to the mid-point of the scheduled shift, but not before two (2) hours nor later than six (6) hours from the beginning of the shift.
2. Any Entertainment Technician shift, where a lunch is required, shall be paid a minimum of eight (8) hours.
3. If an employee covered by the I.A.T.S.E. has notified the shift manager in advance and does not begin a meal break or receive a French meal beginning with the seventh (7th) hour of work, **they** will be paid a meal penalty for delayed meals as follows:

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$5.50
Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$8.00
Third and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$10.50

Employee must notify the shift manager of impending meal penalty a minimum of thirty (30) minutes prior to penalty. Failure to do so eliminates the Company's obligation to pay the prescribed penalty. Daily Ops shifts are excluded from notification requirement unless the Employee worked an additional shift prior to this shift during the workday.

4. If the length of the shift requires a second meal break¹¹, it must begin between four (4) and six (6) hours after the end of the first meal period. Additional meal breaks shall be either a one-half ($\frac{1}{2}$) hour unpaid meal break or a French meal. In no case will a second meal break be required prior to the completion of the eleventh (11th) consecutive hour of work for employees on ten (10) hour shifts, exclusive of meal breaks.
5. A meal break may begin prior to the four (4) hour point in the shift, provided at least thirty (30) minutes of meal break occurs after the four (4) hour point in the shift.
6. French Meals. The Company, in lieu of a meal break, may provide a meal of acceptable quality (agreed to by the Crew Chief **or Coordinator**) for all personnel, within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the crew time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one-half ($\frac{1}{2}$) hour is provided. Food and beverage supplied as a French meal are at the Company's expense.
7. Grace Period. There will be a twelve (12) minute grace period prior to the imposition of any meal penalty. The twelve (12) minute grace period may not be scheduled, but may be used when necessary to complete work in progress. The grace period provision is applicable to Film & Tape operations and Resort/Theme Park dress rehearsals, sound checks, and shows.
8. If an employee does not receive the meal break or French meal as indicated hereinabove, the employee will be paid the meal penalty specified in Section (a).

9. The parties recognize that there may be unexpected circumstances where employees covered by these meal provisions are required to work through the night at locations where meals are not readily accessible, such as when cafeterias are closed. Where such unplanned or unscheduled events occur such that the employees do not have adequate notice of the need to bring their meals, the Company will give consideration to providing meals.

EXAMPLE OF MEAL PERIOD PENALTIES

Scheduled shift: 08:00 to 16:30

Shift: 8 Hours	08:00 - 12:00	12:01 - 14:00	14:01 - 16:30
	At least four (4) hours after the shift starts	Meal period must begin during this time frame to avoid meal period penalty.	

If meal period starts from:

14:01 - 14:30	Meal penalty is \$5.50
14:31 - 15:00	Meal penalty is \$8.00
15:01 - 15:30	Meal penalty is \$10.50

For each additional one-half ($\frac{1}{2}$) hour or fraction thereof, meal penalty is an additional \$10.50.

EXAMPLE:

Joe is scheduled to work 08:00 - 16:30, **Joe's** meal period should begin between 12:01 - 14:00 hours. Due to operational necessity, Joe's meal period did not begin until 15:00. The meal penalty would be as follows:

14:00 - 14:30	Meal penalty is \$5.50
<u>14:30 - 15:00</u>	<u>Meal penalty is \$8.00</u>
Total Penalty:	\$13.50

EXAMPLE:

Joe is scheduled to work 08:00 - 16:30, **Joe's** meal period should begin between 12:01 - 14:00 hours. Due to operational necessity, Joe's meal period did not begin until 15:00. Joe did not notify the shift manager of an impending meal penalty. No meal penalty is due.

F. ENTERTAINMENT TECHNICIANS

The Company will give forty-eight (48) hours notice of a scheduled day off. When a day off is scheduled with less than the required notice, the employee shall receive four (4) hours pay in addition to the day off. However, the employee will not be entitled to the four (4) hour payment if the schedule change results in an additional shift or overtime shift, i.e., you do not get both.

EXAMPLE 1:

Joe was scheduled:

SUN	MON	TUE	WED	THU	FRI	SAT
WK	WK	WK	/	/	WK	WK

On Tuesday, due to operational necessity, management is required to work Joe on Wednesday (his scheduled day off) and was able to give **Joe** Friday as a day off.

His new schedule is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
WK	WK	WK	WK	/	/	WK

4 hours

Because management changed **Joe's** day off without giving **Joe** forty-eight (48) hours notice, Joe will receive four (4) hours payment on Friday.

EXAMPLE 2:

Management is unable to give Joe another day off. **Joe's** new schedule is as follows:

SUN	MON	TUE	WED	THU	FRI	SAT
WK	WK	WK	WK	/	WK	WK

Because Joe worked on **Joe's** day off, **Joe** is not entitled to the four (4)-hour payment.

If a schedule change of more than one (1) hour on the in time or two (2) hours on the out time occurs after 12:00 noon on the day prior to the call, the employee shall be compensated with one (1) hour of additional straight time pay. Conventions, classes and special events or extensions of shift paid at an overtime rate are excluded.

1. The parties recognize that there may be circumstances where employees working extended hours are released from work with less than eight (8) hours until the beginning of the next shift but do not remain on call for purposes of either pay or requiring a designated sleeping location under Article 11, Section 6(d) of the STCU Main Agreement. In such circumstances and at the request of the employee, the Company may make available designated sleeping locations on a case by case basis. Employees availing themselves of this opportunity shall not be paid unless on call under Article 11, Section 6(d).

2. Scheduling

No employee may be scheduled to work on any pre-arranged vacation period unless they volunteer. This volunteer status must be documented by the Company.

3. Overtime

Persons volunteering for weekly overtime shall have the following request options:

- 10 hours
- 15 hours
- 20 hours
- 25 hours
- 30 hours

4. Scheduled Overtime

Scheduled overtime which is cancelled shall be paid unless the employee is notified that it is cancelled at least twenty-four (24) hours before the start time for the scheduled overtime shift. Conventions and Special Events are excluded from this provision.

PREMIUM PAY

A. DESIGN PREMIUM

Entertainment Technicians, Costume Assistants, or Cosmetologists involved in new project, show, facility and/or system design at Walt Disney World Entertainment Design Services, and Workroom Employees who are designing digitized embroidery, shall receive a three dollar (\$3.00) per hour premium above their appropriate rate for actual time spent on complex design work related to permanent installations in one (1) hour increments. The premium shall also be paid for complex design work in operating areas of Walt Disney World Entertainment. Such premium shall be paid at the discretion of management, via review by Tech Management Committee with WDE Design Department.

B. RIGGING PREMIUM

The rigging premium of **four dollars and fifty cents (\$4.50)** per hour, paid in one (1) hour increments, shall be paid to the employees installing, dismantling and/or operating the rigging for the actual time worked on the rigging systems. An employee assisting a rigging job but not responsible for the rigging (i.e., carrying equipment, etc.) shall not be eligible for the rigging premium. At no time will the employee's statused rate plus this rigging premium exceed the statused rate of an Entertainment Tech Rigger.

The Company **has established** a statused rigging classification which will be paid Entertainment Technician **Rigger Rate**. The Company, in its sole discretion, will determine the number of individuals statused to this classification. Additionally, all Full- Time openings must be reviewed by the TMC and approved by the Technical Operations Managers.

The following are considered compensable rigging functions:

1. Establishing pick-up points at designated sites in a structure or at a show location that is not equipped with existing apparatus
2. Using **more than one** rigging motor (**operated independently**), or other overhead lifting devices (i.e., block and tackle, Thomas-type truss systems) to lift truss, lighting, audio, scenic or video equipment to established pick-up points, except on the soundstage winch system
3. Rigging or installing roll drops, such as Pioneer Hall, or traveler tracks, except on the soundstages unless rigged to steel
4. Providing rigging guidance to an outside production company, except on the soundstages
5. Rigging design work
6. Walking a truss
7. Rappelling
8. Tying together three (3) or more Genie-style towers
9. Installing and/or operating a fly system for the purpose of flying talent
10. **Approved/trained inspection process or service of chain motors by Shared Entertainment Technical Services ("SETS")**
11. **Approved/trained inspection of chain falls and truss by SETS**

Entertainment Technicians will not be entitled to the above premium when performing the following functions:

1. Simple assembly of truss
2. Hanging of pipe, drape or signs (banners)
3. Hanging single lighting instruments; running electrical cables
4. Hanging pyro apparatus
5. Focusing instruments on a suspended truss
6. Operating lifts
7. Running spotlights on scaffolding

8. Operating a pendant or control panel to raise, lower, or control a **permanently installed** lifting system

All determinations regarding the selection for training, eligibility for rigging premium, and selection for rigging assignment rest solely with management.

C. PYROTECHNIC SHIFT PREMIUM

12. Definition

Entertainment Technicians specifically scheduled into pre-determined positions involving the handling of 1.3g and/or 1.4g pyrotechnic products will be paid a one dollar (\$1.00) per hour premium. The pyrotechnic premium will increase to \$1.50 per hour on 9/29/2019, \$2.00 per hour on 10/4/2020, and \$2.50 per hour on 10/3/2021. This premium will be applied to all designated qualifying shifts in daily operations, conventions and special events.

13. Qualifying Shifts

For the purposes of this premium, a qualifying shift is one in which the majority of the duties performed during the shift involve the handling of pyrotechnic product. The list of qualifying shifts will be pre-determined based on the definition above. Qualifying shifts for conventions and special events will be determined on a case-by-case basis at the sole discretion of management.

14. Eligibility

To be eligible for the pyrotechnic shift premium, the Entertainment Technician must work a designated qualifying shift. The handling of pyrotechnic product in itself does not constitute eligibility for this premium, however the Company will pay the pyrotechnic premium to Technicians while delivering pyrotechnics to rooftops.

Any time an Entertainment Technician holding a Class C or higher CDL with a HazMat endorsement is required to drive a vehicle displaying a "hazardous" 1.3g and/or 1.4g placard as required by DOT Regulations, that Entertainment Technician shall receive a one dollar (\$1.00) per hour pyro premium only while transporting the pyrotechnic product.

D. COSTUMING *(This section also applies to Casual Regular Employees)*

15. Employees scheduled to perform warehouse functions at the Costume Storage Facility shall be paid at the appropriate Costume Specialist Senior rate of pay for all hours worked. This shall not apply to I.A.T.S.E. covered Employees who are scheduled in other areas but are temporarily using the Costume Storage Facility for purposes, including but not limited to, packing costumes for special events relevant to their assigned areas and/or counting or pulling costumes for holiday events relevant to their assigned areas.
16. Employees who work in Character Services, Skate Repair, and Character Head Repair positions will be paid at the appropriate Costume Specialist Senior rate of pay for all hours worked. (Override rate)
17. Costuming Employees working at the Costume Storage Facility locations (Orange and Lee Vista Facilities, including Character Services) that are certified to operate lift equipment shall receive a thirty cents (\$.30) per hour premium above the Costume Specialist Sr. rate only when operating a forklift or scissor lift at the above mentioned locations. **Effective ninety (90) days post ratification of the Agreement, Costuming Employees working at the Costume Storage Facility locations (Orange and Lee Vista Facilities, including Character Services) that are certified to operate lift equipment shall receive a forty cents (\$.40) per hour premium above the Costume Specialist Sr. rate only when operating a forklift or scissor lift at the above mentioned locations.** Costuming Employees working at the Costume Storage Facility Orange and the Lee Vista Costume Storage Facility will be paid this premium for one-hundred percent (100%) of actual hours worked for

each facility. The premium only applies to hours worked at a Costume Storage Facility location.

18. **Gesture Recognition**

When a Costume Cast Member performs the direct support/dressing of the Gesture Recognition based Characters, they will receive a one dollar (\$1.00) an hour premium based off their Costume classification rate, per Addendum A in the STCU Agreement, for the actual time performing these functions in thirty (30) minute increments.

E. HIRING/RETENTION INCENTIVES/RANGE PENETRATION FOR ALL I.A.T.S.E. CLASSIFICATIONS

The Company may implement the following hiring and/or retention initiatives including, but not limited to, increasing the minimum rates of pay, wage penetration, hiring and/or retention bonus payments, hiring referral program incentives, relocation assistance, and any other incentive and/or retention initiative deemed appropriate by the Company, to meet hiring and retention needs.

An employee/applicant who is range penetrated in any of the classifications covered by I.A.T.S.E. shall not be "red circled."

MEDIA RATES

A. REVISED "PAY UP" DEFINITION

"Pay up" Definition. When any employee of the Company, regularly working in a category represented by I.A.T.S.E. under the STCU Agreement, is engaged in the performance of work wherein videotaping for television or filming for television, internet, or audio for radio broadcast takes place, the following criteria shall determine eligibility for MEDIA PREMIUM RATES:

1. The "pay up" shall be required when an employee is performing duties that supplement the broadcast production crew and are outside of the normal duties routine to the performance/event/show and are driven solely by the taping/filming of the performance/event/show.
2. The pay rate/level will be determined by the duties performed, as listed below, while supporting the broadcast production crew.
3. For exclusive broadcast shoots (i.e., shoots done exclusively for broadcast and not associated with any standard show, convention or event), employees covered under this addendum and assigned to the exclusive broadcast shoot would receive the appropriate "pay up" rate based on duties performed for the entire shoot from load in to load out.
4. For events which are a combination of a standard show, convention or event and broadcast, the "pay up" rate will be paid for actual qualifying time worked in one-half (½) hour increments.
5. When an audio technician does the recorded mix of an event which is being recorded for broadcast or retail sale, the applicable "pay up" rate will be paid for actual qualifying time worked in one-half (½) hour increments. This only applies to audio technicians.

B. MEDIA PREMIUM RATES – ENTERTAINMENT TECHNICIANS

Level	Classification Examples	Current Rate	Eff. 10/2/2022	Eff. 10/1/2023	Eff. 9/29/2024	Eff. 9/28/2025	Eff. 10/4/2026
Grade Level 1 Positions generally taking direction from a Director or Production Truck with direct-live feed.	Camera Operator/Mixer Video Engineer Video Switcher Video Editor Production Truck Mixer	\$38.83	\$40.39	\$42.01	\$43.70	\$45.45	\$47.27
Grade Level 2 Positions generally in a leadership position of a crew or discipline	Crew Chief, A1, Head Rigger, Moving Light Programmer, Graphics Operator, Lighting Board Operator, Audio Board Operator, Broadcast Ops positions not defined above.	\$31.32	\$32.58	\$33.89	\$35.25	\$36.66	\$38.13
Grade Level 3 All other positions	Crew Members	\$27.91	\$29.03	\$30.20	\$31.41	\$32.67	\$33.98

Where employees, within a single shift, perform multiple duties which qualify for different “pay up” rates, the rate for the highest level of duties assigned shall be paid for all “pay up” duties during the shift. Additionally, the employee shall be paid at the highest rate of the duties assigned, or their statused rate.

C. COSTUMING/COSMETOLOGY “PAY UP” RATES

(This section also applies to Casual Regular Employees)

Description	Current Rate	Eff. 10/2/2022	Eff. 10/1/2023	Eff. 9/29/2024	Eff. 9/28/2025	Eff. 10/4/2026
“Pay Up” Rate A Cosmetologist	\$28.97	\$30.13	\$31.34	\$32.60	\$33.91	\$35.27
“Pay Up” Rate C - Costume Specialist Sr. - Costume Assistant I, II	\$22.73	\$23.73	\$24.73	\$25.73	\$26.76	\$27.84
“Pay Up” Rate D - Costume Specialist - Costume CM - Costume Assistant III	\$19.09	\$20.09	\$21.09	\$22.09	\$23.09	\$24.09

Where employees, within a single shift, perform multiple duties which qualify for different “pay up” rates, the rate for the highest level of duties assigned shall be paid for all “pay up” duties during the shift. Additionally, the employee shall be paid at the highest rate of the duties assigned, or their statused rate.

D. EXAMPLES OF APPLICATION OF “PAY UP” TO HOURLY (NON-EXEMPT) EMPLOYEES REPRESENTED BY I.A.T.S.E

1. Entertainment Technicians

a. Example 1 (Exclusive Broadcast Shoot)

Facts: The Company obtains the use of the America Gardens Theatre at EPCOT to produce “Regis and Kelly, Live from EPCOT.” The production crew uses Entertainment Technicians to help interface with the house audio and lighting systems as well as general grip duties.

How Paid: All Entertainment Technicians working the event are paid the applicable “pay up” rate based on duties performed for the entire event from load in to load out.

b. Example 2 (Exclusive Broadcast Shoot)

Facts: The Company hires a production company to shoot a commercial for Fantasmic. The shoot is after hours and the director requests to do specific segments of the show with special stunts and pyro.

How Paid: All Entertainment Technicians working the event are paid the applicable “pay up” rate based on duties performed (see above) for entire event from load in to load out.

c. Example 3 (Combination Broadcast/Event)

Facts: A production company arrives to tape the Village People performing at a press event at Disney's Hollywood Studios. The production company asks the Entertainment Technician audio crew to help establish microphone splits to the production truck and requests that the lighting crew help add lighting to illuminate the audience. During the show, the director gives special cues to the light board operator and requests the spotlight operators to use no color.

How Paid: All Entertainment Technicians performing the additional duties requested by the production company receive the applicable "pay up" rate based on duties performed in one-half (½) hour increments for actual work done in the installation and strike of the extra lights and audio splits. The light board operator and spotlight operators receive the applicable "pay up" rate in one-half (½) hour increments for the length of the show based on duties performed during the show. No other Entertainment Technicians receive the "pay up" rate.

d. Example 4 (Combination Broadcast/Event)

Facts: An Entertainment Audio Technician at the America Gardens Theatre is normally assigned to the Barbie show. During a particular show, the Entertainment Technician is directed to run extra cable, hook-up and test additional microphones, and add monitor speakers for the television taping.

How Paid: The Entertainment Audio Technician doing the additional duties requested by the production company receives the applicable "pay up" rate based on duties performed in one-half (½) hour increments for actual work done in running and striking the extra cable, hook-up and testing of additional microphones and addition of monitor speakers. No other Entertainment Technicians receive the "pay up" rate.

e. Example 5 (Normal Operations)

Facts: An Entertainment Audio Technician at the America Gardens Theatre is normally assigned to the Barbie show to mix the show. During a certain show, an additional feed is taken from the audio board by a tape crew.

How Paid: No "pay up" rate is paid. The Entertainment Technician is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

f. Example 6 (Normal Operations)

Facts: During a performance at the Castle stage for the Grad Nite event, a television production crew takes a feed from the audio board.

How Paid: No "pay up" rate is paid. The Entertainment Technician is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

g. Example 7 (Combination Broadcast/Event)

Facts: During a performance at Festival of the Lion King, an Entertainment Audio Technician is directed by a television production company to send a different matrix mix than the house mix to television production.

How Paid: The Entertainment Audio Technician doing the additional duties requested by the production company receives the applicable "pay up" rate based on additional duties performed in one-half (½) hour increments for actual work done in the setup and strike of the cable and the setting of the new mix. No other Entertainment Technicians receive the "pay up" rate.

2. Costuming

a. Example 1 (Exclusive Broadcast Shoot)

Facts: The Company obtains the use of the America Gardens Theatre at EPCOT to produce “Regis and Kelly, Live from EPCOT.” A costumer is assigned to do the wardrobe for Kelly for the filming.

How Paid: The costumer assigned to do Kelly’s wardrobe is paid the applicable “pay up” rate.

b. Example 2 (Exclusive Broadcast Shoot)

Facts: An additional parade is scheduled beyond the normal daily parades for the purpose of filming.

How Paid: Costumers working the additional parade receive the applicable “pay up.” The parade was scheduled solely for the filming.

c. Example 3 (Combination Broadcast/Event)

Facts: A costumer is providing support for the performers in the parade. During a particular parade, the costumer is asked to provide support for the hosts of a television broadcast of the parade.

How Paid: The costumer doing the additional duties requested in providing the costuming support for the hosts of the television broadcast receive the applicable “pay up” rate based on duties performed in one-half (½) hour increments for actual work done in supporting the television hosts. No other costumer receives the “pay up” rate.

d. Example 4 (Normal Operations)

Facts: A costumer working the Walt Disney World Easter Parade is providing support for the performers in the show. The parade is filmed.

How Paid: No “pay up” rate is paid. The costumer is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

e. Example 5 (Normal Operations)

Facts: Kelly appears as the “Star of the Day.” A costumer is providing support for Kelly. **Kelly’s** appearance as “Star of the Day” is filmed.

How Paid: No “pay up” rate is paid. The costumer is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

3. Cosmetology

a. Example 1 (Exclusive Broadcast Shoot)

Facts: The Company obtains the use of the America Gardens Theatre at EPCOT to produce “Regis and Kelly, Live from EPCOT.” A cosmetologist is assigned to do the make-up for Kelly for the filming.

How Paid: The cosmetologist assigned to do Kelly’s make-up is paid the applicable “pay up” rate.

b. Example 2 (Exclusive Broadcast Shoot)

Facts: An additional parade is scheduled beyond the normal daily parades for the purpose of filming.

How Paid: All the cosmetologists working the additional parade receive the applicable “pay up.” The parade was scheduled solely for the filming.

c. Example 3 (Combination Broadcast/Event)

Facts: A cosmetologist is assigned to work the Super Soap Weekend providing support for celebrities performing "On Camera" interviews. During a particular interview, a cosmetologist is asked to provide support for an additional host that has been brought in for a television taping.

How Paid: The cosmetologist doing the additional duties requested in supporting the additional host brought in for the television taping receives the applicable "pay up" rate based on duties performed in one-half (½) hour increments for actual work done in supporting the television hosts. No other cosmetologist receives the "pay up" rate.

d. Example 4 (Normal Operations)

Facts: A cosmetologist is assigned to work the Super Soap Weekend providing support for celebrities performing "On Camera" interviews. During the weekend, a cosmetologist is asked to provide support for celebrities being interviewed by emcees for the day guests. An interview is filmed.

How Paid: No "pay up" rate is paid. The cosmetologist is performing duties routine to the performance/event/show that is required regardless of the taping/filming taking place.

4. Radio Broadcast (Applicable to Entertainment Audio Technicians only)

a. Example 1

Facts: Bryan Adams is performing at Pleasure Island. A third party engineer records the mix for a future radio broadcast. The Disney Entertainment Audio Technician helps establish the splits from the stage.

How Paid: The Entertainment Audio Technician receives F&T Grade Level 4 in one-half (½) hour increments for duties related to the recording of the performance, including the set up, operation and strike of the recording equipment.

b. Example 2

Facts: Bryan Adams is performing at Pleasure Island. A third party engineer records the mix for a future radio broadcast. The Disney audio crew assists the radio production crew to establish splits from the stage, interfacing with the facility communications system, set up a remote recording booth and interconnect a house playback system with the recording booth.

How Paid: The audio Crew Chief would receive F&T Grade Level 3 in one-half (½) hour increments for the extensive duties required in interface with broadcast. All other Entertainment Audio Technicians receive F&T Grade Level 4 in one-half (½) hour increments for duties related to the recording of the performance, including the set up, operation and strike of the recording equipment.

E. EXCLUSIONS

Notwithstanding the above, the parties agree that the current practice shall be maintained and the "pay up" rate shall not be required in the following circumstances:

1. Image Magnification (IMAG) type work in support of conventions and meetings
2. Shoots for internal Company documentation
3. Shoots for re-transmission to park guests (Examples: (a) the filming/videotaping of an activity within a theatre so that the activity is displayed on closed circuit monitors for other guests outside the theatre to view; (b) the shooting and use of a film as an element or part of a production.)

F. APPLICABILITY TO TERPS/WARDROBE REFERRALS

Where the Company seeks a referral of TERPs/Wardrobe Referrals for duties which, if performed by full

time employees, would entitle those employees to “pay up”, the TERPs/Wardrobe Referrals shall be paid the applicable “pay up” rate as provided herein.

TRAVEL POLICY FOR HOURLY (NON EXEMPT) EMPLOYEES REPRESENTED BY I.A.T.S.E.

The following guidelines have been established for payment of hourly employees for time spent in travel and work on Company authorized business trips. These procedures have been developed to specifically apply to travel by employees represented by I.A.T.S.E. as listed in Appendix A, attached hereto.

A. QUALIFICATION

On those occasions when the employees of Walt Disney World Co. are requested to support a road show or to provide technical assistance to any Walt Disney World Co. promotion, production or presentation, requiring overnight accommodations at an off property site, every effort will be made to send a Walt Disney World Co. employee, represented by I.A.T.S.E. Local 631, on the trip. On a yearly basis the Company will post a sign-up sheet and give consideration for employees interested in travel.

B. COMPENSATION

1. Each Walt Disney World Co. employee assigned to a road show/touring situation will be paid in accordance with the classification rates listed in Appendix A, and the guidelines contained herein.
2. At least one member of each crew will be designated as Crew Chief for the tour, (excludes classes and training).
3. A payroll week shall be defined as a period of seven (7) days, starting at 12:00 a.m. (midnight) on each Sunday and ending at 11:59 p.m. on the following Saturday of the same week. A payroll day is a period of twenty-four (24) hours, starting at 12:00 a.m. (midnight) and ending at 11:59 p.m. on the same day.
4. Road shows of less than seven (7) days shall be paid on a flat daily rate per day. Hours worked in excess of fourteen (14) in a payroll day or sixty-five (65) hours in a payroll week will be paid at double time. The double time rate for this purpose will be two (2) times the employee's hourly stated straight time rate as outlined in the Service Trades Council Agreement.
5. Road shows of seven (7) days or more shall be paid on a weekly rate, pro-rated to a daily rate as appropriate (i.e., weekly rate divided by 6). Hours worked in excess of fourteen (14) in a payroll day or sixty-five (65) hours in a payroll week will be paid at double time. The double time rate for this purpose will be two (2) times the employee's hourly stated straight time rate as outlined in the Full Time Service Trades Council Agreement.
6. The following additional rules shall apply for pay for mixed weeks comprising both road trips and daily operations at Walt Disney World Resort:
 - a. Where a trip begins after the start of a payroll week, employees shall be paid according to their normal hourly payment schedule as outlined in the Full Time Service Trades Council Agreement for work performed prior to the trip. However, the hours worked that payroll week will count for purposes of applying toward the sixty-five (65) hours in a payroll week.
 - b. Where an employee begins a trip at the start of the payroll week, then following their return to Walt Disney World Resort property, the employee will revert to their normal hourly payment schedule as outlined in the Service Trades Council Agreement. Hours worked while on tour will be included in the computation of total hours worked in a Walt Disney World Co. payroll week for overtime eligibility.
 - c. An employee returning from a trip to daily operations shall be subject to turnabout at **their** stated rate as outlined in the Full Time Service Trades Council Agreement.

7. Employees shall be required to maintain an accurate log of all hours worked and should report the hours to management each week.

C. HOLIDAY PAY

Should employees work on a Walt Disney World Co. paid holiday, the employees shall receive an additional eight (8) hours pay at **their** normal statused rate.

D. MEAL BREAKS

1. A minimum time of one-half ($\frac{1}{2}$) hour to a maximum of one (1) hour unpaid meal break will be assigned to each employee scheduled to work more than seven (7) hours. For all shifts other than Costuming/Cosmetology shifts that start after noon, such meal break shall be taken as near as practicable to the mid-point of the scheduled shift, but not before four (4) hours nor later than six (6) hours from the beginning of the shift. In any Costuming/Cosmetology shift that starts after noon and where a first meal break is taken, such meal break shall be taken as near as practical to the mid-point of the scheduled shift, but not before two (2) hours, nor later than six (6) hours from the beginning of the shift.
2. If employee covered by the I.A.T.S.E. has notified the shift manager in advance and does not begin a meal break or receive a French meal beginning with the seventh (7th) hour of work, **they** will be paid a meal penalty for delayed meals as follows,

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$5.50
Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$8.00
Third and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$10.50

Employee must notify the shift manager of impending meal penalty a minimum of thirty (30) minutes prior to penalty. Failure to do so eliminates the Company's obligation to pay the prescribed penalty. Daily Ops shifts are excluded from notification requirement unless the Employee worked an additional shift prior to this shift during the workday.

3. If the length of the shift requires a second meal break¹², it must begin between four (4) and six (6) hours after the first meal period, exclusive of meal breaks. Additional meal breaks shall be either a one-half ($\frac{1}{2}$) hour unpaid meal break or a French meal.

If an employee does not receive the meal break or French meal as indicated hereinabove, the employee will be paid the meal penalty specified in Article 4(a).

4. French Meals. The Company, in lieu of a meal break, may provide a meal of acceptable quality (agreed to by the Crew Chief **or Coordinator**) for all personnel, within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the crew time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one-half ($\frac{1}{2}$) hour is provided. Food and beverage supplied as a French meal are at the Company's expense.
5. Grace Period. There will be a twelve (12) minute grace period prior to the imposition of any meal penalty. The twelve (12) minute grace period may not be scheduled, but may be used when necessary to complete work in progress. The grace period provision is applicable to Film & Tape operations and Resort/Theme Park dress rehearsals, sound checks, and shows.

E. PAYCHECKS

Upon the request of an employee, made a minimum of seven (7) days in advance of a scheduled road show/tour, the Company will make every effort to furnish the employee with **their** paycheck and make

banking arrangements as necessary.

F. TRAVEL TIME

1. Time spent in travel which occurs within an employee's normally scheduled shift will be considered as time worked for purposes of computing overtime. EXAMPLE: If an employee travels during **their** normal shift period and continues by working later that same day, any hours in excess of eight (8) will be counted as overtime.
2. Time spent in travel which occurs outside an employee's normally scheduled shift will not be considered as time worked. EXAMPLE: An employee scheduled to travel at the end of a work shift will not be paid for any time in excess of **their** normal straight time hours for time spent in travel. Such time will be considered as hours worked, however, if determined by the Company as "captive", i.e. operators who drive vehicles to a new location.
3. Travel time occurring on an employee's day off or holiday and which corresponds to a normal scheduled shift will be considered as hours worked for the purposes of computing overtime.

G. EMPLOYEE EXPENSES FOR TRAVEL

1. The Company assumes responsibility for all reasonable expenses incurred in acquiring passports and visas for international tours. The employee should check with entertainment management as to the proper procedure for acquiring the necessary documents.
2. All employees traveling on behalf of the Company are entitled to:
 - a. Transportation round trip (coach)
 - b. Hotel accommodations
 - c. Cash advance to cover business expenses as determined by Walt Disney World Co Finance as appropriate for the cities included on the tour.
3. Employees will be required to submit an expense report within seven (7) days upon termination of the road show/tour.
4. A copy of the guidelines as established by Walt Disney World Co. Finance for expense allocation will be provided to each employee when the advance is made.

H. EMPLOYEE'S PERSONAL RESPONSIBILITY

1. The employee is expected to make **their** own arrangements for reaching the point of departure from Orlando for a business trip.
2. The employee is expected to provide **their** own personal wardrobe and baggage suitable for a business trip. When traveling on behalf of the Company, the employee will be expected to meet Company Appearance Guidelines with regard to attire and grooming.
3. Employees maintain their Group Insurance and Workers' Compensation coverage when traveling on behalf of the Company. The Company does not assume responsibility for personal illness or injury that is not work related. The employee may utilize **their** accrued sick pay to compensate for lost hours due to personal illness. The employee's Record Card will be notated according to the Full Time Service Trades Council Agreement.

I. MANAGEMENT RESPONSIBILITY

1. It is not the intent of the Company to utilize management in any manner detrimental to or in lieu of hourly employees. However, the Company reserves the right to allow management to perform work such as that performed by hourly employees in the following circumstances:

- a. For emergency purposes.
- b. In the instruction and training of employees or management.
- c. Starting up and closing down of operations.
- d. To protect Company property and/or to ensure the safety of employees

J. INTERPRETATION

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

K. SEVERABILITY

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

TRAVEL RATES

	DAILY RATES FOR TRIPS OF LESS THAN SEVEN (7) DAYS						WEEKLY RATES FOR TRIPS OF SEVEN (7) DAYS OR MORE					
Classifications	Current	Effective 10/2/2022	Effective 10/1/2023	Effective 9/29/2024	Effective 9/28/2025	Effective 10/4/2026	Current	Effective 10/2/2022	Effective 10/1/2023	Effective 9/29/2024	Effective 9/28/2025	Effective 10/4/2026
Ent. Tech. 1 Assigned Road Show Crew Chief	\$393	\$409	\$426	\$444	\$462	\$481	\$1,775	\$1,846	\$1,920	\$1,997	\$2,077	\$2,161
Entertainment Technician 2	\$337	\$351	\$366	\$381	\$397	\$413	\$1,520	\$1,581	\$1,645	\$1,711	\$1,780	\$1,852
Entertainment Technician 3	\$302	\$315	\$328	\$342	\$356	\$371	\$1,372	\$1,427	\$1,485	\$1,545	\$1,607	\$1,672
Cosmetologist	\$298	\$310	\$323	\$336	\$350	\$364	\$1,350	\$1,404	\$1,461	\$1,520	\$1,581	\$1,645
Costume Specialist Sr.	\$241	\$251	\$262	\$273	\$284	\$295	\$1,081	\$1,125	\$1,170	\$1,217	\$1,266	\$1,317
Costume Specialist	\$236	\$246	\$256	\$267	\$278	\$290	\$1,064	\$1,107	\$1,152	\$1,199	\$1,247	\$1,297
Costume CM	\$229	\$239	\$249	\$259	\$270	\$281	\$1,029	\$1,071	\$1,114	\$1,159	\$1,206	\$1,255
Costume Assistant I	\$252	\$263	\$274	\$285	\$297	\$309	\$1,113	\$1,158	\$1,205	\$1,254	\$1,305	\$1,358
Costume Assistant II	\$247	\$257	\$268	\$279	\$291	\$303	\$1,116	\$1,161	\$1,208	\$1,257	\$1,308	\$1,361
Costume Assistant III	\$236	\$246	\$256	\$267	\$278	\$290	\$1,070	\$1,113	\$1,158	\$1,205	\$1,254	\$1,305
First Hand	\$393	\$409	\$426	\$444	\$462	\$481	\$1,775	\$1,846	\$1,920	\$1,997	\$2,077	\$2,161
Costume CAM Specialist 1	\$393	\$409	\$426	\$444	\$462	\$481	\$1,775	\$1,846	\$1,920	\$1,997	\$2,077	\$2,161
Costume CAM Specialist 2	\$326	\$340	\$354	\$369	\$384	\$400	\$1,469	\$1,528	\$1,590	\$1,654	\$1,721	\$1,790

TEMPORARY EMPLOYEE REFERRAL PROGRAM FOR HOURLY (NON-EXEMPT) REFERRALS BY I.A.T.S.E.

ARTICLE 1. PREAMBLE

This Addendum is entered into by and between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada ("I.A.T.S.E."), Local 631, on behalf of the Service Trades Council Union (collectively referred to as the "Union"), on the one hand, and Walt Disney Parks and Resorts U.S. (the "Company"), on the other hand, as a supplement to the collective bargaining agreement between the Service Trades Council Union and Walt Disney World Co. dated October 2, 2022 (the "Agreement"). Only those provisions specifically set forth below shall have application to employees working under this Addendum.

ARTICLE 2. SCOPE

The terms and conditions of this Addendum shall only be applicable when the Company requests and accepts a temporary employee referred by Local 631 to supplement the existing workforce in the Convention and Entertainment Technical areas.

ARTICLE 3. REFERRAL PROCEDURE

The Company shall follow the employment procedure set forth below, employing casual employees in the classifications listed in Article 6.

- A. I.A.T.S.E. Local 631 agrees to maintain an updated list of persons who are able to demonstrate their qualifications and are available to work as casual employees in the classifications listed in Article 6. Said list shall be maintained on a non-discriminatory basis without regard to race, sex, national origin, ancestry, religion, disability or sexual orientation, as provided in federal and state legislation and shall not be based on, or affected in any way by, Union membership, by laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership.
- B. When the Company needs casual employees in the classifications listed in Article 6 to supplement its regular work force, it shall, prior to hiring from any other source, request that Local 631 provide it with the names, telephone numbers and addresses of persons on the availability list who are qualified for the job in question. The Company agrees to employ a person from said availability list rather than from any other source, provided that the Company determines, in its sole discretion, that one of the persons on the list is qualified for the job. The Company agrees to exercise its discretion in good faith. If the Company determines that none of the available persons on the list are qualified for the job, it may hire from any other source. The Company's determination as to an individual's qualification shall not be subject to the grievance and arbitration procedure.
- C. Any person who has been discharged for cause by the Company shall be removed from the availability list for a period of at least one (1) year. Any person found by the Company to be unqualified for a position for which **they are** listed shall be removed from the list for that classification until such time as the Union is able to demonstrate that competency has been obtained.
- D. The Company shall refer interested applicants to the Union for referral under this procedure.
- E. The Company shall have the right to "call by name."
- F. Existing Casual Regular employees of the Company are "**legacies**" and accordingly, exempted from this procedure.
- G. The Company may hire casual employees in any job classification should the Union be unable to refer qualified employees as provided in section (b) above.
- H. A Stagehand that works as a TERP for a minimum of three (3) years or 2000 hours shall be referred at the Stagehand 1 rate.

- I. The above procedure may also be used, on a non-exclusive basis, to refer Wardrobe Referrals to Creative Costuming. Such use shall not restrict or limit in any way the Company's ability to use Casual employees or employees on a cross-u basis in Creative Costuming.

ARTICLE 4. HOURS OF WORK

Section 1. Payroll Week

A payroll week is defined in Article 10, Section 1 of the main body of the STCU Collective Bargaining Agreement.

Section 2. Payroll Day

A payroll day is a period of twenty four (24) hours starting at 12:00 a.m. (midnight) and ending at 11:59 p.m. on the same day.

Section 3. Workday

A scheduled workday shall normally consist of either eight (8) or ten (10) consecutive hours based on the normal shift length in use at the location for which a TERP is requested, unless a minimum of four (4) but less than eight (8) hours is specified at time of call.

Section 4. Meal Breaks

- A. A minimum time of one-half (½) hour to a maximum of one (1) hour unpaid meal break will be assigned to each employee scheduled to work more than seven (7) hours. For all shifts other than Wardrobe TERP shifts, that start after noon, such meal break shall be taken as near as practicable to the mid-point of the scheduled shift, but not before four (4) hours nor later than six (6) hours from the beginning of the shift. In any Wardrobe TERP shift, that starts after noon and where a first meal break is taken, such meal break shall be taken as near as practical to the mid-point of the scheduled shift, but not before two (2) hours, nor later than six (6) hours from the beginning of the shift. If employee has notified the shift manager in advance and does not begin a meal break or receive a French meal beginning with the seventh (7th) hour of work, **they** will be paid a meal penalty for delayed meals as follows,

First one-half (½) hour meal delay or fraction thereof	\$5.50
Second one-half (½) hour meal delay or fraction thereof	\$8.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	\$10.50

Employee must notify the shift manager of impending meal penalty a minimum of thirty (30) minutes prior to penalty. Failure to do so eliminates the Company's obligation to pay the prescribed penalty. Daily Ops shifts are excluded from notification requirement unless the Employee worked an additional shift prior to this shift during the workday.

- B. If the length of the shift requires a second meal break*, it must begin between four (4) and six (6) hours after the end of the first meal period. Additional meal breaks shall be either a one-half (½) hour unpaid meal break or a French meal. In no case will a second meal break be required prior to the completion of the eleventh (11th) consecutive hour of work for employees on a ten (10) hour shift, exclusive of meal breaks.

If an employee does not receive the meal break or French meal as indicated hereinabove, the employee will be paid the meal penalty specified in Section 4(a).

* A second meal break will be required on a scheduled shift that is fourteen (14) hours or more.

- C. French Meals. The Company, in lieu of a meal break, may provide a meal of acceptable quality (agreed to by the Crew Chief **or Coordinator**) for all personnel, within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the crew time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one-half (½) hour is provided. Food and beverage supplied as a French meal are at the Company's expense.
- D. Grace Period. There will be a twelve (12) minute grace period prior to the imposition of any meal penalty. The twelve (12) minute grace period may not be scheduled, but may be used when necessary to complete work in progress. The grace period provision is applicable to Film & Tape operations and Resort/Theme Park dress rehearsals, sound checks, and shows.

Section 5. Rest Period

Each employee will be allowed a fifteen (15) minute rest period for each four (4) hours of work. Employees who work ten (10) or more hours will receive an additional fifteen (15) minute rest period. The Company may schedule the rest period in accordance with its needs. Rest periods will be provided as nearly as possible to the middle of each half of an eight (8) hour shift or near the middle of short four (4) or six (6) hour shifts unless otherwise agreed to by the parties. An additional fifteen (15) minute rest period will be guaranteed to an employee who works at least four (4) consecutive hours beyond the end of **their** regularly scheduled shifts. When the Company fails to provide a break(s), the employee will receive an additional fifteen (15) minutes pay at the appropriate rate for each missed break, or be released from shift fifteen (15) minutes early for each missed break.

Section 6. Call Cancellation/Report Pay

- A. Calls not canceled by 12:00 noon of the day prior to the call shall be compensated with four (4) hours pay.
- B. Employees who report for work and are put to work will be paid their full shift if they are sent home before the end of their regular shift.
- C. No report pay will be due an employee if work is not available for **them**, due to conditions beyond the control of the Company, such as fire, flood, hurricane, or other Act of God, civil disturbances, picketing and threats of harm.
- D. The provisions of this Section apply to all scheduled shifts, including overtime with the exception of shift extensions which will be paid at actual hours worked.

Section 7. Turnabout Procedure

- A. Employees returning from a straight time shift with less than **nine (9)** hours time off from the end of the previous shift will be paid overtime commencing with the **tenth (10th)** cumulative hour.
- B. An employee will return at the applicable overtime rate when returning from an overtime shift with less than **nine (9)** hours time off from the end of the previous shift.
- C. The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative hour when an employee has worked more than fourteen (14) consecutive hours.
- D. If an employee is released from work with less **nine (9)** hours until the beginning of the next shift, but remains on call, a sleeping room will be provided and the non work period will be paid at the applicable rate.
- E. When there are two (2) hours or less between two shifts, the time between shifts will be treated as continuous time and will be paid at the applicable rate.
- F. Hours worked during an employee's regularly scheduled shift, regardless of the rate of pay received, shall be used for the computation of overtime for hours worked in excess of forty (40) in a payroll week as provided in Article 11, Section 4 (c) of the Service Trades Council Union Agreement.

G. If an employee is released from work with eight (8) or more hours until the beginning of the next shift, the provisions of this Section will not apply.

Section 8. Holiday Pay When Worked

TERPS are not eligible for holiday pay, but will be paid time and one-half for all hours worked on the following days:

- A. New Year's Eve
- B. Fourth of July
- C. Thanksgiving
- D. Christmas Day

ARTICLE 5. OVERTIME

The Company may require overtime and in its sole discretion may determine when and by whom such overtime will be worked.

Section 1. Time and One-Half

- A. Over eight (8) or ten (10) consecutive hours, depending on the call. The Company shall pay time and one half (1½) for all consecutive hours worked in excess of eight (8) or ten (10), beginning at the start of any regularly scheduled shift. In a location where the normal shift length in use is ten (10) hours, a TERP called for that location will be paid overtime based on an eight (8) hour shift if called for a stand- alone shift. A “stand-alone shift” is any shift accepted by a TERP with less than 24 hours until the start of the shift. Shifts accepted with more than twenty-four (24) hours before the start of the shift will not be considered stand-alone and will be paid at the applicable eight (8) or ten (10) hour straight time shift.
- B. Over forty hours (40) in payroll week. Employees shall be paid one and one half (1½) times their regular straight time hourly rate for all hours worked in excess of forty (40) hours in any one (1) payroll week.

Section 2. Double Time

- A. The Company will pay double time for all hours commencing with the fifteenth (15th) cumulative hour when an employee has worked more than fourteen (14) consecutive hours.
- B. Employees, who are required to work seven (7) consecutive days in the work week, will be paid at the rate of double time their regular straight-time rate for the seventh (7th) day. When an employee voluntarily pursues an additional shift outside **their** own department, this double time provision does not apply.

ARTICLE 6. WAGE RATES

Classification	Current Rate	Effective Upon Ratification	Effective 10/1/2023	Effective 9/29/2024	Effective 9/28/2025	Effective 10/4/2026
Crew Chief	\$1.50 (above base rate)	N/C	N/C	N/C	N/C	N/C
Stagehand 1	\$22.35	\$23.35	\$24.35	\$25.35	\$26.35	\$27.35
Stagehand 2	\$19.10	\$20.10	\$21.10	\$22.10	\$23.10	\$24.10
Wardrobe Referral	\$17.07	\$18.07	\$19.07	\$20.07	\$21.07	\$22.07

A Crew Chief is not required on any call in which referrals are working under the direction of a Technician 1. On a call of six (6) or more stagehands, a Crew Chief will be required except when working under the direction of an Entertainment Technician 1, however, the Company may, in its sole discretion, assign a Crew Chief on any call.

Benefits	10/1/2023	9/29/2024	9/28/2025	10/4/2026	10/3/2027
H&W	\$4.45	\$4.55	\$4.65	\$4.75	\$4.85
Annuity	\$3.25	\$3.50	\$3.75	\$4.00	\$4.25

The obligation to make contributions pursuant to this Section shall be conditioned upon the continued deductibility by the Company of all contributions made to said plans under the Internal Revenue Code and under any regulations or rulings promulgated there under. The Union warrants that the applicable I.A.T.S.E. Benefit Fund has been approved as a qualified plan by the Internal Revenue Service and that said plan is a defined contribution plan. The Union further warrants that the applicable I.A.T.S.E. Benefit Fund is maintained pursuant to and in accordance with ERISA and Section 302 of the Labor Management Relations Act of 1947, as amended, and is governed by a board of trustees, half of whom are selected by Union parties and half of whom are selected by the employers contributing to said fund.

The Union will notify the Company no later than October 1st of each year of any changes to the division of contributions between the Health & Welfare and Annuity Funds.

ARTICLE 7. SHIFT DIFFERENTIAL

If an employee is scheduled to commence work at or after 10:00 p.m. and on or before 4:00 a.m., or more than fifty percent (50%) of their work shift is between midnight and 6:00 a.m., **they** will be paid a differential of sixty cents (\$.60) per hour in addition to **their** straight time rate for **their** scheduled work day.

ARTICLE 8. RIGGING PREMIUM

The rigging premium of **four dollars and fifty cents (\$4.50)** per hour, paid in one (1) hour increments, shall be paid to the employees installing, dismantling and/or operating the rigging for the actual time worked on the rigging systems. An employee assisting a rigging job but not responsible for the rigging (i.e., carrying equipment, etc.) shall not be eligible for the rigging premium. At no time will the employee's statused rate plus this rigging premium exceed the statused rate of an Entertainment Tech Rigger.

The Company **has established** a statused rigging classification which will be paid Entertainment Technician **Rigger Rate**. The Company, in its sole discretion, will determine the number of individuals statused to this classification. Additionally, all Full- Time openings must be reviewed by the TMC and approved by the Technical Operations Managers.

The following are considered compensable rigging functions:

1. Establishing pick-up points at designated sites in a structure or at a show location that is not equipped with existing apparatus
2. Using **more than one** rigging motor (**operated independently**), or other overhead lifting devices (i.e., block and tackle, Thomas-type truss systems) to lift truss, lighting, audio, scenic or video equipment to established pick-up points, except on the soundstage winch system
3. Rigging or installing roll drops, such as Pioneer Hall, or traveler tracks, except on the soundstages unless rigged to steel
4. Providing rigging guidance to an outside production company, except on the soundstages
5. Rigging design work
6. Walking a truss
7. Rappelling
8. Tying together three (3) or more Genie-style towers
9. Installing and/or operating a fly system for the purpose of flying talent
10. **Approved/trained inspection process or service of chain motors by Shared Entertainment Technical Services ("SETS")**
11. **Approved/trained inspection of chain falls and truss by SETS**

Entertainment Technicians will not be entitled to the above premium when performing the following functions:

1. Simple assembly of truss
2. Hanging of pipe, drape or signs (banners)
3. Hanging single lighting instruments; running electrical cables
4. Hanging pyro apparatus
5. Focusing instruments on a suspended truss
6. Operating lifts
7. Running spotlights on scaffolding
8. Operating a pendant or control panel to raise, lower, or control a **permanently installed** lifting system

ARTICLE 9. PYRO PREMIUM

A. Definition

Entertainment Technicians specifically scheduled into pre-determined positions involving the handling of 1.3g and/or 1.4g pyrotechnic products will be paid a one dollar (\$1.00) per hour premium. The pyrotechnic premium will increase to \$1.50 per hour on 9/29/2019, \$2.00 per hour on 10/4/2020, and \$2.50 per hour on 10/3/2021. This premium will be applied to all designated qualifying shifts in daily operations, conventions and special events.

B. Qualifying Shifts

For the purposes of this premium, a qualifying shift is one in which the majority of the duties performed during the shift involve the handling of pyrotechnic product. The list of qualifying shifts will be pre-determined based on the definition above. Qualifying shifts for conventions and special events will be determined on a case-by-case basis at the sole discretion of Management.

C. Eligibility

To be eligible for the pyrotechnic shift premium, the TERP employee must work a designated qualifying shift. The handling of pyrotechnic product in itself does not constitute eligibility for this premium, however the Company will pay the pyrotechnic premium to Technicians while delivering pyrotechnics to rooftops.

The Company will designate the TERP employees that will be given the option to receive the pyro certification.

Upon designation by the Company, the TERP will receive an overview presented by Leadership with a Shop Steward present where the following topics will be reviewed:

1. Pyrotechnic Shift Premium Language
2. Mandatory background check
3. Option to shadow Pyrotechnics Crew at either Reflections of Earth (ROE) or Wishes, in order for TERP employee to have full understanding of the responsibilities associated with a pyro position
4. Option to opt out of pyrotechnics certification without penalty
5. Requirement that TERP employee must follow all safety precautions and use necessary safety devices while operating any Company equipment

The option for a TERP employee to opt out of the Pyrotechnics training is only valid until the beginning of the Pyrotechnics training class. Once the TERP employee has started the training, the TERP employee will be subject to the same terms and conditions that apply to Full Time employees.

D. Acknowledgment

Once the overview is completed, the TERP employee will be required to sign an acknowledgment of the following:

1. The overview has been completed
2. Offered opportunity to shadow Pyrotechnics crew at either ROE or Wishes
3. Understanding of the opt out option
4. Understanding of the requirement to follow all safety precautions and use necessary safety devices while operating any Company equipment
5. The TERP employee has decided to either:
 - a. move forward with the Pyrotechnics training, or
 - b. opt out of the Pyrotechnics training

A Full Time Entertainment Technician who is returning to the Company as a TERP employee will be required to follow the process outlined above.

ARTICLE 10. TRAINING PREMIUM

TERPs who are approved as trainers will be eligible to perform as trainers in the absence of any approved Full Time employees and will receive the Training Premium as outlined in the Main Body Agreement.

ARTICLE 11. GRIEVANCE PROCEDURE

The current STCU grievance procedure will be followed.

ARTICLE 12. PERSONAL APPEARANCE

It is recognized that the Company may make and enforce rules related to grooming and personal appearance.

ARTICLE 13. INTERPRETATION

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

ARTICLE 14. SEVERABILITY

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

ARTICLE 15. ACCOUNTABILITY

I.A.T.S.E. Local 631 will hold TERP employees accountable with regard to its Referral Hall Procedures and Work Rules. The Company and Union agree to discuss situations which arise that are not covered within the Work Rules (e.g. shift confirmation, attendance, job performance, appearance, clocking standards, etc.) to determine the best course of action.

LETTERS and MEMORANDA OF UNDERSTANDING

2022 COLLECTIVE BARGAINING NEGOTIATIONS

I.A.T.S.E. Local 631

For reference purposes only

September 1, 2022

Ms. Christie Sutherland
Director, Labor Relations
Walt Disney World Company
P.O. Box 10000
Lake Buena Vista, FL 32830

Dear Christie:

This letter will serve as notice that the jurisdiction for Bibbidi Bobbidi Boutique Host/Hostesses (Apprentices) will convert from IATSE Local 631 to UFCW Local 1625, effective September 18, 2022. Contingent upon IATSE Side Letter proposal U-14, the Coordinator classification for this role will remain represented by IATSE.

Thank you for your assistance in this matter.

Sincerely,



Matt Hollis

President,
Service Trades Council Union

cc: Juleeann Jerkovich Loreth/UFCW Local 1625
Paul Cox/IATSE Local 631

September 16, 2022

Paul Cox, President
Jamie Baylor, Assistant Business Agent
I.A.T.S.E Local 631
5385 Conroy Rd. Ste. 200
Orlando, FL 32811

RE: Letter of Intent- Costuming Reorganization

Dear Paul and Jamie,

It is our intent during the term of this contract to reorganize the costuming organization. At that time we will, at the request of the union, engage in effects bargaining related to any potential impact to the Cast.

Sincerely,

B. Mascaro 9/16/22

Briana Mascaro Date
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

September 16, 2022

Paul Cox, President
Jamie Baylor, Assistant Business Agent
I.A.T.S.E. Local 631
5385 Conroy Road, Suite 200
Orlando, FL 32811

RE: Letter of Notification – Costuming and Cosmetology Classifications

Dear Paul and Jamie,

This letter serves as the Company's intent to continue its analysis of the skills and expectations of the costuming and cosmetology classifications. During the term of the contract, the Company will meet and share with the Union the distinguishing skills and expectations of the various levels in each of the costuming and cosmetology classifications.

Sincerely,

B. Mascaro

9/16/22

Briana Mascaro
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

Date

September 16, 2022

Paul Cox, President
Jamie Baylor, Assistant Business Agent
I.A.T.S.E. Local 631
5385 Conroy Road, Suite 200
Orlando, FL 32811

RE: Letter of Notification – Entertainment Technician Scheduling Considerations

Dear Paul and Jamie,

This letter serves as notification of the Company's Entertainment Technician scheduling considerations for the following:

- Entertainment Technician shifts commencing the day before a scheduled requested day off or an employee benefit day off will not be scheduled to conclude later than 2:00 a.m. on the day off. For such shifts, the Entertainment Technician will inform the shift manager at the start of their shift that they have a scheduled requested day off or an employee benefit day off scheduled the next day.
- In a workweek where an Entertainment Technician is scheduled only one day off, the shift immediately prior to the single day off and the shift immediately after the single day off will be scheduled so that the employee has a minimum of twenty-four (24) hours off.

Sincerely,

 9/16/22

Briana Mascaro

Date

Director, Labor Relations

Walt Disney Parks and Resorts, U.S.

September 16, 2022

Paul Cox, President
Jamie Baylor, Assistant Business Agent
I.A.T.S.E. Local 631
5385 Conroy Road, Suite 200
Orlando, FL 32811

RE: Letter of Notification – Rigging Premium Codes

Dear Paul and Jamie,

This letter serves as notification of the Company's pay procedure pursuant to I.A.T.S.E. Addendum B-6, Premium Pay, Section B Rigging Premium:

- If an employee is an Entertainment Technician Level 1 (whether statused or not) the rigging premium would apply, and the Technician would enter the work code "Rigger".
- If an Employee is an Entertainment Technician Level 2 or Level 3, the rigging premium would apply and the Technician would enter the work code "Rigging Diff".

The Company will provide I.A.T.S.E. with notice of any future adjustments of the above procedures.

Sincerely,



Briana Mascaro
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

Date

September 16, 2022

Paul Cox, President
Jamie Baylor, Assistant Business Agent
I.A.T.S.E. Local 631
5385 Conroy Road, Suite 200
Orlando, FL 32811

RE: Letter of Notification – Technician Customized Scheduling Project

Dear Paul and Jamie,

This letter serves as notification of the Company's intent to resume its 2019-2020 Technician Customized Scheduling Project. The high level goals and objectives of the work include:

- Establishment of two technician scheduling and bid pools: "Parks / Daily Ops" pool and "Flex" pool.

The Company will meet and discuss the specific details of the 2019-2020 Technician Customized Scheduling Project with the Union prior to implementation. The Company will also meet with the Union six (6) months into the Pilot to discuss any concerns or potential modifications.

Sincerely,

B. Mascaro

9/16/22

Briana Mascaro
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

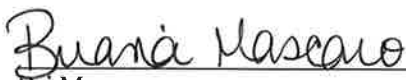
Date

**Cosmetologist-Barbershop/Cast Salon Classification Memorandum of Understanding
2022 Walt Disney Parks and Resorts U.S. And
International Alliance of Theatrical Stage Employees Local 631**

This Memorandum of Understanding ("MOU") is between Walt Disney Parks and Resorts, U.S. ("Company"), and International Alliance of Theatrical Stage Employees Local 631 ("Union"), a signatory to the Service Trades Council Union ("STCU") Full-Time and Part-Time Agreements, collectively referred to as "the Parties," regarding the establishment of a Cosmetologist-Barbershop/Cast Salon classification covering Full-Time and Part-Time positions at the Harmony Barbershop and at the Magic Kingdom and EPCOT Cast Salons.

The Parties have agreed to the following terms:

1. The Cosmetologist-Barbershop/Cast Salon classification will be incorporated into Addendum A of the STCU Agreements and subject to the negotiated minimum and maximum wage rates set forth in Addendum A for this classification.
2. The Cosmetologist-Barbershop/Cast Salon classification is considered its own scheduling pool for purposes of vacation and schedule bids.
3. Open Full-Time and Part-Time Cosmetologist-Barbershop/Cast Salon positions will be posted when available. In filling vacancies for the Cosmetologist-Barbershop/Cast Salon role, the Company will select at its discretion eligible applicants who demonstrate the essential qualifications and skills of the role as determined through a personal interview.
4. The provisions in I.A.T.S.E. Addendum B-6 to the STCU Agreement related to the Cosmetologist classification will likewise apply to the Cosmetologist-Barbershop/Cast Salon role.
5. The following criteria for tipping applies to the Cosmetologist-Barbershop/Cast Salon role:
 - When offered by the Guest, Cosmetologist-Barbershop/Cast Salon are allowed to accept cash tips only.
 - Cosmetologist-Barbershop/Cast Salon are prohibited from soliciting tips either verbally or non-verbally.
 - Cosmetologist-Barbershop/Cast Salon are responsible for determining the method that they will utilize to fairly distribute the cash tips amongst themselves.
 - The Company will advise Cosmetologist-Barbershop/Cast Salon of the appropriate process and their responsibility for declaring their tips; however, Cosmetologist-Barbershop/Cast Salon will be responsible for reporting their own tips per IRS guidelines.
 - Cosmetologist-Barbershop/Cast Salon are not permitted to discuss or distribute tips on stage.
 - The Company reserves the right to discontinue this tip program at any point with reasonable notification to and discussion with Union.


Bri Mascaro
Director, Labor Relations
Walt Disney Parks and Resorts, U.S.

7/19/23
Date


Paul Cox
President
I.A.T.S.E. Local 631

7/10/23
Date

November 14, 2022

Paul Cox
President
I.A.T.S.E Local 631
5385 Conroy Rd. Ste. 200
Orlando, FL 32811

RE: Letter of Intent & Follow Up: Costuming & Cosmetology Classifications

Dear Paul,

This letter serves as a follow up to our discussions during the 2022 STCU Full Time Negotiations regarding the Company's review of the costuming and cosmetology organization and classifications (specifically addressed in the Company's letters dated 9/16/2022). As a result of our review, the Company intends to implement changes to the Costume Host/Hostess and Cosmetologist positions as described below.

Costume Host/Hostess

To provide additional clarity regarding the work performed, the Costume Host/Hostess classification will be divided into the following classifications:

- Costume Attendant - Entertainment
- Costume Attendant - Operations
- Costume Attendant - Storage

Within 90 days of ratification of the 2022 STCU Full Time Agreement, the Company and Union will meet to determine how employees currently classified as Costume Host/Hostess will be placed into one of these classifications.

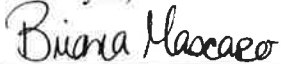
Cosmetologist

The Company is revising the Cosmetologist classification into two classifications: Cosmetologist 1 and Cosmetologist 2. Assignment to the Cosmetologist 1 classification will be at the discretion of management and based upon an evaluation of skills. The Company will meet with the Union within 90 days of ratification to discuss the skills breakdown and intended evaluation process.

Scheduling Functions

The Cast Members currently performing IATSE Costuming/Cosmetology scheduling functions will be placed in the Costuming Specialist Senior classification (Coordinator) with no loss of pay. Per our discussions, this group of Cast Members will continue to participate in their own scheduling pool.

Thank you,



11/14/2022

Briana Mascaro

Date

Director – Labor Relations

Walt Disney Parks and Resorts, U.S.

November 28, 2022

Paul Cox
President
I.A.T.S.E Local 631
5385 Conroy Rd. Ste. 200
Orlando, FL 32811

RE: Letter of Intent & Follow Up: Costuming & Cosmetology Classifications

Dear Paul,

This letter serves as a follow-up to our discussions during the 2022 STCU Full Time Negotiations regarding the Company's review of the costuming and cosmetology organization and classifications (specifically addressed in the Company's letters dated 9/16/2022 & 11/14/2022). As a result of our review, the Company intends to implement changes to the following classifications as described below.

Costume CAM 2

To provide additional clarity regarding the work performed, the Costume CAM 2 classification will be divided into the following classifications:

- **Costume Cam 2**
- **Costume Support Specialist 1**
- **Production Support Specialist**

Within 90 days of ratification of the 2022 STCU Full Time Agreement, the Company and Union will meet to discuss how employees currently classified as Costume CAM 2 will be placed into one of these classifications.

Costuming First Hand

The Company is renaming the Costuming First Hand 1 classification to Costuming First Hand. The duties of the Costuming First Hand classification will remain the same as those of the Costuming First Hand 1 classification.

Construction Support Specialist

The Company is revising the Construction Support Specialist into two classifications:

- **Embroidery Specialist**
- **Costume Support Specialist 2**

Within 90 days of ratification of the 2022 STCU Full Time Agreement, the Company and Union will meet to discuss how employees currently classified as Construction Support Specialist will be placed into one of these classifications.

Cosmetologist

The Company is further revising the Cosmetologist classification to include a **Cosmetology Specialist** classification related to development and production work. Assignment to the Cosmetology Specialist classification will be at the discretion of management and based upon an evaluation of skills. The Company will meet with the Union within 90 days of ratification to discuss the skills breakdown and intended evaluation process.

Milliner & Hat Specialist

The Company is revising and combining the Milliner and Hat Specialist classifications into two classifications: Milliner 1 and Milliner 2. Cast Members currently statused as Hat Specialist 1 will be reclassified as Milliner 2. The Company will meet with the Union within 90 days of ratification to discuss the classification change and Cast Member communication roll out.

Retiring Classifications

As a result of the revisions and/or changes reflected in our discussions, the Company will no longer be utilizing the following costuming and cosmetology classifications:

- Construction Support Specialist
- Costuming First Hand 1
- Costuming First Hand 2
- Hat Specialist 1
- Hat Specialist 2
- Hair and Make Up Associate

Thank you,

Briana Mascaro 11/29/22

Briana Mascaro Date
Director – Labor Relations
Walt Disney Parks and Resorts, U.S.