

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

STCU Economic Proposal

Effective October 1, 2022

- Increase non tipped minimum rate to \$17.00
- \$2.00 or 13% increase whichever is greater

Effective 180 days from ratification

- Increase non tipped minimum rate to \$18.00
- \$1.00 or 5% increase whichever is greater

Effective October 1, 2023

- Increase non tipped minimum rate to \$19.00
- \$1.00 or 5% increase whichever is greater

Effective October 1, 2024

- Increase non tipped minimum rate to \$20.00
- \$1.00 or 5% increase whichever is greater

Presented on: _____
Company TA: _____
Union TA: _____

ARTICLE 23 - PENSION 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

Years	Hours		Old	Additional	New
1	1500	- 2250	24.00	5.00	29.00
1	2251	or more	36.00	10.00	46.00
2	3000	- 3750	48.00	15.00	63.00
2	3751	or more	60.00	20.00	80.00
3	4500	- 5250	72.00	25.00	97.00
3	5251	or more	84.00	30.00	114.00
4	6000	- 6750	96.00	35.00	131.00
4	6751	or more	108.00	40.00	148.00
5	7500	- 8250	120.00	45.00	165.00
5	8251	or more	132.00	50.00	182.00
6	9000	- 9750	144.00	55.00	199.00
6	9751	or more	156.00	60.00	216.00
7	10500	- 11250	168.00	65.00	233.00
7	11251	or more	180.00	70.00	250.00
8	12000	- 12750	192.00	75.00	267.00
8	12751	or more	204.00	80.00	284.00

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9	13500	-	14250	216.00	85.00	301.00
9	14251	or more		228.00	90.00	318.00
10	15000	-	15749	240.00	95.00	335.00
10	15750	or more		252.00	100.00	352.00
11	16500	-	17249	265.00	105.00	370.00
11	17250	or more		277.50	110.00	387.50
12	18000	-	18749	290.00	115.00	405.00
12	18750	or more		302.50	120.00	422.50
13	19500	-	20249	315.00	125.00	440.00
13	20250	or more		327.50	130.00	457.50
14	21000	-	21749	340.00	135.00	475.00
14	21750	or more		352.50	140.00	492.50
15	22500	-	23249	365.00	145.00	510.00
15	23250	or more		377.50	150.00	527.50
16	24000	-	24749	390.00	155.00	545.00
16	24750	or more		402.50	160.00	562.50
17	25500	-	26249	415.00	165.00	580.00
17	26250	or more		427.50	170.00	597.50
18	27000	-	27749	440.00	175.00	615.00
18	27750	or more		452.50	180.00	632.50
19	28500	-	29249	465.00	185.00	650.00
19	29250	or more		477.50	190.00	667.50
20	30000	-	30749	490.00	195.00	685.00
20	30750	or more		502.00	200.00	702.00
21	31500	-	32249	514.00	205.00	719.00
21	32250	or more		526.00	210.00	736.00
22	33000	-	33749	538.00	215.00	753.00
22	33750	or more		550.00	220.00	770.00
23	34500	-	35249	562.00	225.00	787.00
23	35250	or more		574.00	230.00	804.00
24	36000	-	36749	586.00	235.00	821.00
24	36750	or more		598.00	240.00	838.00
25	37500	-	38249	610.00	245.00	855.00
25	38250	or more		622.00	250.00	872.00
26	39000	-	39749	634.00	255.00	889.00
26	39750	or more		646.00	260.00	906.00

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27	40500	-	41249	658.00	265.00	923.00
27	41250	or more		670.00	270.00	940.00
28	42000	-	42749	682.00	275.00	957.00
28	42750	or more		694.00	280.00	974.00
29	43500	-	44249	706.00	285.00	991.00
29	44250	or more		718.00	290.00	1008.00
30	45000	-	45749	730.00	295.00	1025.00
30	45750	or more		742.50	300.00	1042.50
31	46500	-	47249	755.00	305.00	1060.00
31	47250	or more		767.50	310.00	1077.50
32	48000	-	48749	780.00	315.00	1095.00
32	48750	or more		792.50	320.00	1112.50
33	49500	-	50249	805.00	325.00	1130.00
33	50250	or more		817.50	330.00	1147.50
34	51000	-	51749	830.00	335.00	1165.00
34	51750	or more		842.50	340.00	1182.50
35	52500	-	53249	855.00	345.00	1200.00
35	53250	or more		855.00	350.00	1205.00
36	54000	-	54749	867.00	355.00	1222.00
36	54750	or more		879.00	360.00	1239.00
37	55500	-	56249	891.00	365.00	1256.00
37	56250	or more		903.00	370.00	1273.00
38	57000	-	57749	915.00	375.00	1290.00
38	57750	or more		927.00	380.00	1307.00
39	58500	-	59249	939.00	385.00	1324.00
39	59250	or more		951.00	390.00	1341.00
40	60000	-	60749	963.00	395.00	1358.00
40	60750	or more		975.00	400.00	1375.00
41	61500	-	62249	987.00	405.00	1392.00
41	62250	or more		999.00	410.00	1409.00
42	63000	-	63749	1011.00	415.00	1426.00
42	63750	or more		1023.00	420.00	1443.00
43	64500	-	65249	1035.00	425.00	1460.00
43	65250	or more		1047.00	430.00	1477.00
44	66000	-	66749	1059.00	435.00	1494.00
44	66750	or more		1071.00	440.00	1511.00

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45	67500	-	68249	1083.00	445.00	1528.00
45	68250	or more		1095.00	450.00	1545.00
46	69000	-	69749	1107.00	455.00	1562.00
46	69750	or more		1119.00	460.00	1579.00
47	70500	-	71249	1131.00	465.00	1596.00
47	71250	or more		1143.00	470.00	1613.00
48	72000	-	72749	1155.00	475.00	1630.00
48	72750	or more		1167.00	480.00	1647.00
49	73500	-	74249	1179.00	485.00	1664.00
49	74250	or more		1191.00	490.00	1681.00
50	75000	-	75749	1203.00	495.00	1698.00
50	75750	or more		1215.00	500.00	1715.00

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

Employees will be automatically enrolled in the company pension plan at the time they meet the minimum eligibility requirements. Employees will be notified of their enrollment at the time of their eligibility.

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ARTICLE 12 - JOB CLASSIFICATIONS AND WAGE RATES

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 his/her work shift is between midnight and 6:00 a.m., he/she will be paid a differential of **two dollars (\$2.00)** per hour in addition to his/her straight time rate for his/her scheduled work day

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 **two dollars and fifty cents (\$2.50)** 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 **two dollars and fifty cents (\$2.50)** 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.

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 **two dollar (\$2.00)** per hour premium for all actual training hours.

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Group Health Insurance

During the term of this agreement the employee's contribution towards their respective health care plan shall not exceed the following percentage of the Company's total cost.

	EE only	EE + SP	EE + CH	FAM
Consumer Choice	5.000%	20.000%	10.000%	20.000%
Basic PPO w/ HRA	5.000%	20.000%	15.000%	20.000%
Advent Health	10.000%	20.000%	15.000%	20.000%
Orlando Health	10.000%	20.000%	15.000%	20.000%

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STCU ECONOMIC PROPOSAL

Modify the following segment of Addendum A:

Non-tipped rates for Cast Members in Tipped classifications:

Vacation, Sick, Holiday, Bereavement, Jury Duty: Training (Resort Bell Services only): Investigatory Suspension (excluding Banquets and Dinner Shows):	Food & Beverage Steward rate of pay Resort Hospitality H/H rate of pay 8 hours of pay per day suspended. The hourly rate is calculated to be the Cast Member's total wages plus total reported tips divided by hours worked in the previous quarter.
Investigatory Suspension (Banquets and Dinner shows only):	Tipped rate plus estimated lost gratuities

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Union TA: _____

Article 8- Section 4 (New)

DIVERSITY, EQUITY AND INCLUSION

SEXUAL AND OTHER FORMS OF HARASSMENT

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination. This shall include sexual harassment because of a person's sexual orientation, gender identify and gender expression.
- (b) It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. This obligation applies equally to the Employer, the Union, and all employees.
- (c) The Employer shall thoroughly and promptly investigate all complaints of sexual harassment or discrimination. Such alleged harassment or discrimination, the failure to investigate reported allegations thereof and if warranted remedy a harassment or discrimination complaint, may be the subject of a grievance pursuant to this Agreement. Once a grievance has been filed, the Employer will share the contents of the investigation that Human Resources conducted, if any, and communicate the outcome of Human Resources' investigation to the Union upon written request.
- (d) The Employer shall not retaliate against any employee who makes a good faith report of sexual harassment or who participates as a witness in a sexual harassment investigation. Such alleged retaliation may be the subject of a grievance pursuant to this Agreement.
- (e) The Employer will take reasonable steps to eliminate sexual harassment in the workplace whether from supervisors, employees or customers, vendors or other third parties doing business with the Employer. No later than January 1, 2023, and annually thereafter, the Employer will communicate its policies regarding workplace harassment to bargaining unit employees, including a clear description of the process(es) available to employees to report alleged incidents of sexual harassment or discrimination by co-workers, managers, customers, vendors or other third parties. Such communications and all workplace harassment policies discussed in such communications will be provided in Spanish and in English. In addition, the Employer shall, at least annually, having a training conducted by a nationally respected sexual harassment prevention non-profit conduct a training for all member of the bargaining unit and management on best practices regarding workplace sexual harassment and other forms of discrimination. Such training shall be on paid time. The training organization shall be jointly selected by the Employer and the Union.

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- (f) Upon request, the Employer will meet at least annually with the Union to review the content of its policies regarding sexual harassment and discrimination, its processes for notifying employees of its policies regarding sexual harassment and discrimination, the content of any training programs regarding sexual harassment and discrimination, including how the employer and its employees handle harassment from customers and other third parties, and any other concerns or issues raised by the Union related to the issue of prevention of workplace harassment and discrimination.
- (g) The Employer agrees to post a summary of policies and procedures regarding sexual harassment on a bulletin board, on the employee portal, and/or in other locations that are ~~is~~ readily available to all employees.
- (h) The Employer will, within a reasonable period of time, provide such policies and procedures in Spanish and Creole.

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Article 8 Section 5 (new)

GENDER IDENTITY

(a). Names. The Employer agrees to respect the stated names and pronouns of all employees regardless of any employment or legal documents. In all public facing documents only the Employee's stated name will be printed.

(b). Pronouns. At the request of the employee, the Employer agrees to print the employees preferred pronouns on nametags. If the employee notifies the company of a change in pronouns, the company will provide new name tags at no cost.

(c). Changing Area. The Employer will provide a single stall gender-neutral changing area or bathroom for use by employees. The changing area or bathroom must be easily accessible and clearly labeled as gender neutral. If the client facility limits the ability to provide such area, the company agrees to discuss alternatives in a Joint Labor Management Meeting. The Employer commits to advocating for such a space to the client.

Presented on: _____
Company TA: _____
Union TA: _____

Article 8 Section 6 (New)

IMMIGRATION, DIVERSITY AND CIVIL RIGHTS

Section 1. EMPLOYMENT AND EMPLOYMENT BACKGROUND CHECKS

- a. The Employer shall not condition the employment, continued employment, transfer or promotion of any bargaining unit employee on a review of the employee's credit history or reports derived from the employee's credit information.
- b. The Employer will not inquire about, or require an employee, as a condition of employment, continued employment, transfer, or promotion, to disclose or reveal, an arrest or criminal accusation that did not result in a conviction or that is not currently pending. The Employer may not obtain such information through application forms, interviews, or criminal history checks.
- c. The Parties agree that the above sections are agreed to provided that the above is consistent with any specific client/security requirements in order to obtain access to the facility.

Article 8 Section 7 (New)

ETHNIC DIVERSITY AND CULTURAL ISSUES

- a. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, employees have the right to use the language of their choice among themselves or in responding to customers who address them in a language other than English. Both the Employer and employees must be sensitive to excluding supervisors, co-workers and customers from understanding the subject of conversation when speaking in the presence of others who do not understand the language they are using.
- b. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English. The Employer agrees it will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in any language principally spoken by at least ten (10%) percent or more of its employees in the work location.
- c. Except for investigations covered by Article 18 Section 4, whenever there is a communication difficulty with a particular employee, on request the Employer will provide an employee translator/interpreter chosen by the employee to facilitate communications so long as:
 - 1. The employee is on the premises at the time requested or will be available within twenty-four (24) hours, in which case the meeting will be held at that time;
 - 2. The employee translates/interprets the communication of both sides so that there is full understanding by both parties of the verbal exchange;
 - 3. Said employee translator /interpreter may be the union steward who shall function both as translator/interpreter for both parties and representative of the union; and
 - 4. If the employee translator/interpreter is not the steward, they shall translate/interpret for both sides but shall not function in the role of steward.
 - 5. If an employee translator/interpreter is not available the company may utilize a translator service at no cost to the Cast Member.
- d. Commitment. The Employer is committed to a diverse and inclusive workforce, consistent with and practicing equal employment opportunity and engaging in affirmative efforts to maintain an environment that supports and encourages the contribution of all employees. The parties will strive to achieve a workplace

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environment respectful of the diverse cultures of the workforce. The Employer and Union are proud of the diversity of the workforce and the benefits that diversity brings to the industry.

As part of this commitment, the Employer will work with the Union to inform and educate members of underrepresented communities about job and career opportunities with the Employer.

Actions taken by the Employer in accordance with its current Affirmative Action Plan may also meet goals of the outreach program. In no event shall the Employer be required to act contrary to its Affirmative Action Plan, nor shall its Affirmative Action Plan or actions taken pursuant to that plan be subject to the grievance and arbitration provision of the Agreement.

- e. While it is understood some legally required posting and corporate materials may be available in limited languages the Labor Management Committee will examine the need to post material in additional languages.

Presented on: _____
Company TA: _____
Union TA: _____

Delete Current Article 13 Section 8 and replace with

Article 13 Section 8 (New)

IMMIGRATION RIGHTS IN THE UNITED STATES

- a. No employee covered by this Agreement will experience a loss of seniority, compensation, or benefits due to the submission of legally documented changes in their name and/or social security number. The Employer shall not take action against any employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.
- b. In the event that an employee has a problem with their right to work in the United States after completing their introductory or probationary period, the Employer shall notify the Union in writing prior to taking any action. Upon the Union's request received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
- c. Seniority for Immigration Related Issues. In the event that an employee does not provide adequate proof that they are authorized to work in the United States and their employment is terminated for this reason after completion of their probationary or introductory period, the Employer agrees to immediately reinstate the employee, without back pay, to their former position, without loss of prior seniority (but seniority does not continue to accrue during the period of termination) upon the employee providing proper work authorization within twenty-four (24) months from the date of termination so long as the employee has enough seniority and the ability to perform the position and the position still exists.

If the non-probationary employee needs additional time to obtain their work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twenty-four (24) additional months. The parties agree that such employees would be subject to a probationary period in this event.

- d. Social Security No-Match Letters. In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

Presented on: _____
Company TA: _____
Union TA: _____

1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no-match letter,
 2. The Employer agrees that it will not, unless required by law, require employees listed on the notice to bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
 3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA, unless required by law or if the response is to correct apparent incorrect information (i.e. misspellings, transposed numbers, etc.)
- e. Workplace Immigration Enforcement. The Employer shall, unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect the rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regard to the DHS matter.

To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

The Employer will not audit or inspect its I-9 forms or allow any private or public entity to do so for non-probationary employees, unless required by law.

To the extent permitted by law, the Employer will refuse to allow DHS to enter the workplace without a valid warrant.

- f. Re-Verification of Status. The Employer shall not retain in its files copies of the identity and work authorization documents presented by the employee.

The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC§ 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

The Employer shall not verify non-probationary employees' identities, immigration status, and authorization to work in the United States or social security numbers through E-Verify, the Social Security Administration's Social Security Number Verification Service, or any other method of checking information about employees with any government agency, unless required by law.

If reverification is required by law when a document used to prove authorization to work expires, the Employer shall, whenever possible, provide the Union and the employee at least 120 days advance notice.

g. Change in Employer.

In the event of a sale of the business or its assets, the Employer shall offer to transfer the I-9 forms of any of its employees who authorize such transfer in writing to the new Employer or, at the Employer's option, to jointly maintain the I-9 forms of its employees who authorize such joint maintenance in writing with the successor Employer for the period of three (3) years, after which the successor Employer shall maintain said forms.

h. Unpaid Leave. Upon request, employees shall be released for a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters for the employee only. The Employer may request verification of such absence.

i. Legality. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC §1324a or any other applicable law. Except as required by law the Employer agrees not to permit any private or public entity to conduct an audit or inspection of its I-9 forms or personnel records.

The Parties agree that nothing in this Article shall be interpreted or require the Employer to act or refrain from acting in a manner that is prohibited by law.

j. Paid Citizenship Holiday. On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

Article 17 Section 10 (New)

PREGNANCY, POST-PREGNANCY AND PARENTAL ISSUES

- (a) The Employer shall provide to all employees twelve (12) weeks of paid parental leave to help provide additional time to bond and connect with a newborn or adopted child.
- (b). The Employer will provide reasonable accommodations to qualified employees whose ability to perform their job functions is limited by pregnancy, childbirth, pregnancy-related medical conditions, or breastfeeding. The Employer will engage in an interactive process with any employee that requests a pregnancy-related reasonable accommodation under this Policy including, but not limited to, modified work uniforms. Requested pregnancy accommodations will be granted if they are reasonable and do not result in an undue hardship to the Company. Requests for a pregnancy accommodation will be evaluated on a case-by-case basis.

Workplace Reasonable Accommodations.

- a. Pregnancy Workplace Accommodation. If an employee needs a pregnancy-related workplace accommodation, including but not limited to: modified duty work assignment, more frequent or additional breaks, assistance with lifting or carrying, modifications to equipment or assigned duties, or temporary transfer to another position, the employee should contact Human Resources. Such request shall be granted by the Employer.
- b. Lactation Reasonable Accommodation. The Company will also provide reasonable break times for employees to express breast milk for nursing a child. If an employee needs such a break, the employee should alert their manager or Human Resources, who will work to find a place for these breaks that is private in nature, free from the view of co-workers and the public, and contains an electrical outlet. The Company will provide a refrigerated storage space for employees to store their pumped milk during their shifts.

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Article 17 Section 11 (New)

CHILD CARE LEAVE

Employees may use sick leave provided for under the collective bargaining agreement for emergency childcare issues including but not limited to if a parent needs to care for their child due to the closure of a school or closure of a childcare facility. In addition, every employee who is a parent, guardian, or custodian of a child is eligible for up to eight (8) days of unpaid leave each calendar year to be used when childcare issues arise. Employees must use Child Care Leave in increments of at least one (1) hour. Employees must provide notice as soon as practicable for such leave.

Presented on: _____
Company TA: _____
Union TA: _____

Article 17 Section 12 (new)

FAMILY/INTIMATE PARTNER VIOLENCE

Employer shall provide reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of family/intimate partner violence, sexual assault or stalking to attend legal proceedings or obtain other needed relief. In addition, the Employer shall provide other reasonable accommodations for such employees.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval, unless it is practicable to provide advance notice.

Unpaid leave under this Section is available for an employee who is the victim of family/intimate partner violence, sexual assault or stalking to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

1. Obtain services from a domestic violence shelter or rape crisis center.
2. Seek medical attention for injuries caused by family/intimate partner violence or sexual assault.
3. Obtain psychological counseling for the family/intimate partner violence or sexual assault.
4. Take action, such as relocation, to protect against future family/intimate partner violence or sexual assault.
5. Attend court dates.
6. Time off to recover from family/intimate partner violence.

To request leave under this Section, an employee should provide Human Resources with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee shall notify Human Resources as soon as possible after the incidence.

The Employer may require the following as proof for the leave:

1. A police report showing that the employee was a victim of domestic violence or sexual assault.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee's absence was due to treatment for injuries from domestic violence or sexual assault.

Employees requesting leave under this Section may choose to use accrued paid PTO/vacation/sick/floating holidays but shall not be required to do so.

Presented on: _____

Company TA: _____

Union TA: _____

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

In addition, the Employer will provide reasonable accommodations to employees who are victims of family/intimate partner violence, sexual assault or stalking for the employees' safety while at work. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, temporary change of station, changed work station or installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position.

The Employer shall keep all personal information concerning family violence confidential and separate from the employee's personnel file.

Within six (6) months after ratification of the collective bargaining agreement, the Employer shall have a contact in the Human Resources department who is trained in how to respond to employees who experience family/intimate partner violence, including the best practices in responding to reports of family/intimate partner violence. In addition, Human Resources shall compile and provide a resource packet for employees who disclose family/domestic violence that shall include the Employer's policy, the employee's rights, local resources and other relevant information. The Employer shall provide a copy of the packet to the Union for review and shall provide an opportunity for the Union to discuss upon request.

Presented on: _____
Company TA: _____
Union TA: _____

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

Article 17 Section 13 (New)

VOTING

If employees will not have sufficient time outside of their regular working hours to vote in a general or statewide election, they should notify their manager of their need for time off at least two working days before the election, if possible. Upon approval, employees may take up to two 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.

Presented on: _____
Company TA: _____
Union TA: _____

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

DIVERSITY EQUITY AND INCLUSION

The Company agrees to continue the coverage of gender affirmation treatment and reproductive healthcare including reimbursed travel (i.e. reasonable costs of treatment, travel, lodging and per diem) to locations where treatment is legally possible

Presented on: _____
Company TA: _____
Union TA: _____

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

DIVERSITY EQUITY AND INCLUSION

1. Change all notations of he, him, his, she, her and hers to they, them and their
2. Eliminate the notations of Host/Hostess

Presented on: _____
Company TA: _____
Union TA: _____

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

Article 18 Section 8- a(2)

DISCIPLINE

(2) An employee's failure to notify the Company of his/her absence a minimum of thirty (30) minutes prior to the start of his/her shift shall be recorded as a No Call No Show **except in cases of medical emergency or incarceration.**

Presented on: _____
Company TA: _____
Union TA: _____

ARTICLE 20 - HOLIDAYS

SECTION 1. HOLIDAYSError! Bookmark not defined. **OBSERVED**

There will be **eight (8)** 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**
- (8) **Juneteenth**

TECHNOLOGY

Section 1. Technological Change includes but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, drones, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by bargaining unit employees in Disney's workplace.

Section 2.

- (a) If Disney intends to introduce a Technological Change, Disney will give the Union at least one hundred and eighty (180) days' notice before the Technological Change is implemented, so that the dispute-resolution procedures set out in this Agreement may take place.
- (b) If Disney intends to design a Technological Change that could reasonably be expected to be implemented in a workplace where the Union represents employees, Disney will give the Union notice before any design work on the technology is commenced, and Disney will meet with the Union at least quarterly to update the Union on progress and to solicit feedback on the design in order to incorporate workers' perspectives on the Technological Change in addition to the negotiation process described in (d) below.
- (c) With regard to any Technological Change, and subject to appropriate confidentiality agreements, Disney shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running, and, where available, shall share prototypes.
- (d) Upon written request of the Union, Disney shall promptly negotiate over the Technological Change with the Union. Disney shall not implement any Technological Change unless Disney has carried out the duties set forth in this Agreement. The parties will attempt to mutually agree on how Disney will address the effects on employees but should the parties be unable to agree, Disney retains the right to implement the change at the conclusion of the one hundred and eighty (180)-day notice period, and the Union retains the right to arbitrate over the change and the appropriate remedy therefor.

The process for negotiation shall be governed by the following rules:

- Information: The Union must, within twenty (20) days of receipt of a Technological Change notification, inform Disney in writing of a desire to negotiate and shall include any information requests with such notice. Disney shall provide any information requested by the Union within twenty (20) days of receipt of the notice. Both the Union and Disney shall be afforded up to thirty (30) days following Disney's provision of the

requested information to the Union to meet with affected employees and members of the Labor Management Committee (“LMC”).

- Negotiation: At the conclusion of the thirty (30) day period described in the preceding bullet point, the parties shall meet over the following fifty (50) days in an attempt to reach a resolution.
- Mediation and Arbitration: Should the parties fail to resolve the issue within fifty (50) days from when the negotiation period opens, either party may request the services of a federal mediator in accordance with Section 13(a) of this Agreement or arbitration in accordance with Section 13(b) of this Agreement. Disney shall not implement any Technological Change unless Disney has carried out the duties set forth in this Agreement.
- Consultation: At any point during this process, the parties may consult with the LMC or any subgroup of the LMC as appropriate and share information with the LMC members, subject to appropriate confidentiality protections.

Section 3. Disney shall give notice to the Council President and impacted Affiliate in writing.

Section 4. Any new hourly jobs created by the introduction of a Technological Change will be bargaining unit positions. Disney will provide any necessary training/re-training to ensure that bargaining unit employees displaced by the Technological Change will remain employed or will be re-employable.

Section 5. Any employee laid off due to Technological Change shall be entitled to recall to the classification from which the employee was laid off for twenty-four (24) months following the date of layoff and to preference for other job openings in the bargaining unit, after all other preferences possessed by incumbent employees have been exercised but before new employees are hired, provided the employee is qualified for the position or can be qualified in a reasonable period of time with adequate training provided by Disney. The preference for jobs other than in the classification from which the employee was laid off shall include all worksites that employ Disney employees represented by the Union.

Disney shall pay any laid off employee who elects not to seek another position with Disney, either at the outset of layoff or at any time during the twenty-four (24)-month job search period, or who does not find a job in the twenty-four (24)-month job search period one (1) week’s pay (based on forty (40) hours times the employee’s most recent base hourly rate) for every year employed up to a maximum of twenty (20) weeks; any partial year will be prorated (e.g., 1/4 years = 1/4 week’s pay), subject to all applicable taxes and withholdings.

Section 6. Disney will make all bargaining unit job postings for other Disney worksites that employ Disney employees represented by the Union, accessible to employees laid off due to Technological Change and to the Union to assist employees in their job searches.

Presented on: _____

Company TA: _____

Union TA: _____

Section 7. While laid off employees are waiting for regular positions, Disney shall offer such employees all available extra work (prior to utilizing non-bargaining unit employees) for which they are qualified in order of classification seniority at other Disney worksites that employ Disney employees represented by the Union.

Section 8. If an employee laid off due to Technological Change is recalled to another position within the bargaining unit from which he or she was laid off, the employee shall retain their seniority and continuous service for vacation purposes.

Section 9. No employee who has completed his or her probationary period and is recalled pursuant to this Agreement shall be required to complete a new probationary period.

Section 10. Disney shall continue to make contributions to the Employer Health Plans at the minimum level necessary to maintain existing benefits for three (3) months following the date of layoff.

Section 11. If a Technological Change reduces the duties of a classification without eliminating them, the classification shall continue in existence, but Disney may adjust staffing levels, or with the agreement of the Union, Disney may distribute the remaining duties to other bargaining unit classifications. If new technologies require human operation of machines, the machines shall be operated and maintained by bargaining unit employees and Disney shall train employees in the affected classification to operate and maintain them. Disney may limit training to those employees who volunteer to be trained. Training opportunities shall be offered in accordance with seniority among those in the affected classification. Disney shall allow up to two (2) Union representatives to be present to observe the training but to not participate in it. If operation requires a level of skill which may practically be obtained only through academic study and the necessary courses are offered at educational institutions, Disney shall pay the tuition and fees required for employees who volunteer for this training to take the courses through Disney's Tuition Reimbursement Program, subject to Plan eligibility and terms, but shall not be obligated to pay for the time employees spend in the coursework.

Section 12. The LMC called for in the Collective Bargaining Agreement applicable to the bargaining unit shall also provide assistance in bargaining, implementing, improving and problem-solving technological improvements in the workplace for the mutual benefit of both parties. The LMC will meet periodically to discuss technology issues, but no less than semi-annually. Disney and the Union will consider all of the recommendations from the LMC in good faith.

- a) The parties may jointly choose to train LMC participants in interest-based problem-solving.
- b) The parties may jointly agree to have the LMC meetings facilitated by the FMCS.

Section 13. Mediation and Arbitration

a. Mediation Procedure

- (1) If a matter covered by this Agreement is not satisfactorily resolved in negotiations as outlined in this Agreement, within ten (10) days of the conclusion of the Negotiation process set out in Section 2(d) of this Agreement, either party may file a written request for Mediation.
- (2) The Mediation shall be held within fourteen (14) calendar days of the written request.
- (3) The Mediation shall consist of two (2) management representatives and two (2) union representatives plus an FMCS neutral mediator who shall act as Chairman and who shall mediate the dispute in an attempt to have the parties reach a settlement. Either party may, upon notice to the other, bring an outside or internal consultant or subject-matter expert with knowledge of the Technological Change at issue.
- (4) The Mediation shall be governed by the following rules:
 - a) Each party shall have one (1) principal spokesperson.
 - b) Outside counsel shall not participate in the Mediation.
 - c) Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
 - d) Proceedings shall be informal in nature. The presentation of information is not limited to that presented at earlier steps of the procedure. The rules of evidence shall not apply, and no formal record of the Mediation shall be made.
 - e) The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution.
 - f) If no settlement is reached, the mediator shall provide the parties with an immediate advisory recommendation.
 - g) The mediator shall state the grounds for his/her advisory recommendation.
 - h) The Mediator shall have no power to alter or amend the terms of this Agreement.
 - i) The cost of the mediator shall be split between Disney and the Union.

b. Arbitration

If a matter covered by this Agreement cannot be satisfactorily resolved in Negotiations or Mediation, the matter may be referred by the Union or Disney within ten (10) days of the conclusion of Mediation, for final decision and determination to an impartial arbitrator. Every demand for arbitration shall be submitted for final and binding adjudication by an arbitrator selected as per Article 19 of the Collective Bargaining Agreement.

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

The arbitrator shall hold a hearing promptly and shall issue a written decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearing has been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator may enter an ex-parte default award. Both parties agree that a judgment may be entered enforcing any award as above in the United States District Court for the district in which the workplace is located.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

Section 14. Modification and Replacement

In the event that Disney and Service Trades Council Union reach an agreement regarding technology, such agreement shall become a provision of this Collective Bargaining Agreement and attached hereto as an exhibit.

Presented on: _____
Company TA: _____
Union TA: _____

ARTICLE 9 – UNION ACTIVITY AND CHECK OFF

SECTION 6. MONTHLY REPORTS

(a) The Company agrees to provide each affiliate with a monthly member/non-member list for their portion of the bargaining unit. The list shall include each employee's full name, preferred name, Social Security number, all phone numbers on file, 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.

Presented on: _____
Company TA: _____
Union TA: _____

ARTICLE 10 - HOURS OF WORK

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 **forty (40)** 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 **ten (10)** 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.

ARTICLE 13 – SENIORITY

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

- (2) Probationary Employee. All new Regular Full Time employees shall be considered probationary employees for a period of ninety (90) calendar days **which may be extended by thirty (30) days with notice from the Company to the Union. Such notification will include name, perner, role, location and seniority date. The employee will be notified in the presence of a shop steward. 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.

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

ARTICLE 11 - OVERTIME

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 prior to the end of the employees' shift. The Company will provide access to a phone in the event of a required extension.

Presented on: _____
Company TA: _____
Union TA: _____

ARTICLE 12- JOB CLASSIFICATION AND WAGE RATES

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.

(b) All Regular **and relief** Coordinator openings shall be posted **in writing at the respective work location(s)**. Only non-probationary regular employees shall be eligible for Coordinator positions. **At a minimum, the written posting will contain the following:**

- 1. Location of the opening**
- 2. Designated time window for the skill code list to be signed and submitted to casting**

The following guidelines apply in filling positions:

- (1) Minimum of one (1) year 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.

All qualified applicants will be provided an opportunity to interview for the position and any applicant not selected for the position will be provided written feedback concerning their interview. At the request of the Union, leadership will be required to provide all information (including qualification comparisons) used in determining the outcome of the promotion.

(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 his/her 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 him/her to work for more than sixty percent (60%) of his/her 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 7(b).

Presented on: _____

Company TA: _____

Union TA: _____

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

(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 his/her prior job classification. If the employee's prior job classification was a Coordinator, he/she 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.

Presented on: _____
Company TA: _____
Union TA: _____

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 **ten (10)** areas of interest for transfer. **Transfer requests will not expire.**

(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) Any employee who declines a transfer will be eligible to transfer again after **twelve (12)** months from the date the position is declined. **However, it is understood the twelve (12) month waiting period in this section (e) will not apply in instances where the employee declines the transfer within seventy-two (72) hours of receiving written notification that the transfer is approved.**

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 **six (6)** months in work location
- (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

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

ARTICLE 15 - LAYOFFS, RECALLS, AND FURLOUGH

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

Employees on layoff for **twenty-four (24)** months or less and who are recalled will maintain their seniority date and continuous service date for purposes of Company benefits.

Presented on: _____
Company TA: _____
Union TA: _____

ARTICLE 17 - LEAVES OF ABSENCE

SECTION 9. INVOLUNTARY MEDICAL LEAVE

On a monthly basis, the Company agrees to furnish each Affiliate with a list of employees in their portion of the bargaining unit that have been placed on an involuntary Medical Leave of Absence, including employees pending accommodations under the Americans with Disabilities Act. In addition, the Company will provide each affiliate a list of open positions in the STCU job classifications. 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 the Vice President of Labor Relations to attempt to resolve any issues. Grievances arising over violations of this provision will be expedited, and subject to Article 19– Grievance Procedure.

The Company commits to fill open positions with employees who are on involuntary medical leave of absence prior to filling positions externally.

The Company will continue to pay the Employer portion of the health insurance coverage for employees during their involuntary medical leave of absence.

ARTICLE 33 - LABOR/MANAGEMENT OPERATIONS AND SAFETY COMMITTEE.

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

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

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

Section 7 (new)

WORKPLACE VIOLENCE:

The Company will initiate a policy and procedure for the prevention of violence or potential violence, including training programs on how to prevent aggressive behavior from escalation into violent behavior. An employee has the right to notify the police if they have been physically assaulted, and the Company will support the employee in this action, and throughout any subsequent process that may result. Any report of physical assault will result in immediate and permanent trespass from the Walt Disney World property. Incidents of abuse, verbal attacks or aggressive behavior which may be threatening to the employee, but may not result in injury, will be immediately reported to Management and/or Security, and handled appropriately to protect the safety and well-being of the affected employee. All affected employees will be provided with copies of any documents relating to any incident of violence that affects them as victims or witnesses of the incident. Incidents will also be reported to the Safety Committee for review. All employees in high guest contact positions will be provided with a communication device (i.e. "Panic Button") for the purpose of communicating incidents that require immediate attention. The Employer will utilize communication tools including, but not limited to, signage, announcements, and other guest communication for the purposes of mitigating negative interactions.

ARTICLE 24 COSTUMES UNIFORMS AND PERSONAL APPEARANCE

SECTION 2. SAFETY AND SANITARY CLOTHING AND EQUIPMENT

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. hat, gloves etc.) will be made available at the employees request in advance of expected winter conditions.**

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 **all** 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

Section 6(New)

Environmental Dangers

A: Heat

The parties recognize that Central Florida has a high temperature and humidity for long periods of time; and that many Employees spend a majority of their workday in outside work positions; and that the safety of Employees at work is paramount; the parties agree to the following measures:

Access to water will be made available to Employees at least every 15 minutes. The Company will provide reusable water bottles that can be carried on the Employee's self.

During times of high heat and humidity, access to electrolytes and other cooling items such as cooling towels will be available in break areas.

The Employer will install shade structures that provide protection from the Sun in areas where Employees may regularly work with exposure to the Sun.

The Employer will install fans to circulate air and provide ventilation in positions exposed to sun and heat or where air may be stationary.

The Employer will provide sunscreen to all Employees who may work in positions exposed to the Sun.

The Employer will ensure all work uniforms are made from lightweight, breathable material that has ventilation in compliance with themed/brand requirements.

The Employer will train Managers and Coordinators to identify symptoms of heat related illnesses and what steps to take in any instance of a heat related illness.

All Employees will be provided a break space with air conditioning. In instances where additional travel to the air-conditioned break space may be required, "buffer time" will be provided to ensure full rest periods.

During high heat and humidity caution times as defined by the National Weather Service (Attachment), Employees will be allotted additional rest periods along the following schedule:

One additional rest period for every 4 hours of work in extreme conditions.

Employees working outside in extreme conditions will not be left in any position longer than thirty (30) minutes.

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

B: Weather

When guests are encouraged to seek shelter due to a weather event, all Cast Members in the impacted area will be allowed to seek indoor shelter until the weather event has passed.

Presented on: _____
Company TA: _____
Union TA: _____

ARTICLE 23 - PENSION AND WELFARE

SECTION 3. SICK LEAVE

(a) Regular Full Time employees shall receive sick leave based on the number of hours (straight time and overtime hours exclusive of the overtime premium) up to a maximum of 1800 hours worked from the date of hire to the end of the calendar year in which hired and for each succeeding calendar year thereafter. Sick leave earned in the first calendar year of service may not be used until nine (9) months of continuous service have elapsed from the date of hire and in no event prior to the beginning of the calendar year following the year in which employed. 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	64
1500	56
1200	48
900	40
600	32
300	24

The maximum amount of sick leave that may be earned in one (1) calendar year is **sixty-four (64)** hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of an automatic payout at the end of the calendar year. Accrued available sick leave in excess of ninety-six (96) hours will be paid upon the request of an eligible employee. Requests for payment will be accepted on an annual basis (by calendar year). Amounts paid are subject to all required withholdings. At the beginning of each calendar year, after an employee has completed the eligibility requirement, sick leave shall be made available for his/her 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

Presented on: _____

Company TA: _____

Union TA: _____

This proposal is a work in progress. The Union reserves the right to modify our proposal until such time as the parties reach a final agreement.

his/her scheduled shift by the Medical Department, the employee may apply for sick leave covering the unworked balance of that shift in amounts of one (1) hour. An employee who reports for work after the start of his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his/her 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.

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ARTICLE 18 - DISCIPLINE., STANDARDS OF CONDUCT. AND DISCHARGE

Clarifications to Article 18, Section 8 Absenteeism and Tardiness Standard (effective 1/1/2023)

(g) The first six (6) call-sick days, paid or unpaid, per rolling twelve (12) month period, will not count against the attendance matrix. When an employee calls in sick and has available time in their sick bank, that time shall be automatically applied to cover the absence. If a shift is fully covered by paid sick time no attendance occurrence will be incurred.

Presented on: _____
Company TA: _____
Union TA: _____