

# Copies of Tentative Agreements from UNITE HERE Local 362 Side Letter negotiations

July 2, 2014

(This is a summary and is for discussion purposes only)

- Maintain all existing Vacation Planning, Auto Plaza and Ticketing Agreements
- Clarify that unauthorized break reprimands for Custodial workers will generally be one (1) point reprimands
- Ability for Custodial workers to transfer to a different job after 3 reprimands related to performance as a Custodial worker
- Elimination of practice allowing Custodial workers to perform other tasks when assigned to a spotter position for a high reach or genie lift
- Ability for third shift Custodians to have fans delivered to restrooms during June, July and August upon request
- Expansion of the Custodial scheduling practice in place at the Hollywood Studios (50% hard lines/ 50% preference) to Animal Kingdom and Magic Kingdom
- Continuation of Show Observation program for Attraction workers
- Agreement that Attractions workers break will occur at least every three (3) hours
- Ability for Attraction workers to be transferred for OG violation rather than straight to termination
- Establish a new classification for Attraction workers at Animal Kingdom in Treks and Trails
- Continue Mulligan process during schedule bids
- Establish a Labor-Management Committee for Academy Artists at Hollywood Studios

Contract vote will take place on Friday, August 1, 2014. Time and locations to be determined. The Union is recommending a "YES" vote.

Revised 3/17/14  
@110pm



WALT DISNEY Parks and Resorts U.S.

March 17, 2014

Eric Clinton  
President, Unite! HERE Local 362  
1255 La Quinta Drive, Suite 212  
Orlando, Florida 32809

**Re: 2014 UNITE HERE Local 362 Addendum Negotiations - Custodial  
Letter of Intent Unauthorized Breaks**

Dear Eric:

Pursuant to our discussion during the 2014 UNITE HERE Local 362 Addendum negotiations regarding unauthorized breaks for Custodial Cast Members, it is the Company's intent that pending a fair, thorough, and objective investigation, an unauthorized break will not generally result in discipline greater than a one (1) point reprimand under Article 18, Section 6 of the Service Trades Council Union Agreement. Based on a case-by-case assessment of the facts, the Company reserves the right to issue greater than a one (1) point reprimand, not excluding termination.

Thank you.

Sincerely,

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

Christie Sutherland  
Manager, Labor Relations

*The Company reserves the right to add, delete, modify, and/or amend proposals, individually or in whole, until such time as a complete agreement has been reached between the Company and the Council and the Employees.*

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Counter to U - 16

Custodial Miscellaneous

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.

Page 1 of 1

Company Proposal Provided to UNITE HERE Local 362

Date: 3/17/14

Time: 4:13pm

Tentative Agreement Date: 3/17/14

Company: [Signature]

UH 362: [Signature]

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U13

*\*Whenever a Custodial Host/Hostess is operating a Genie Lift or Scissor Lift, the Company will make available a trained Custodial Host/Hostess in the immediate area. The additional Custodial Host/Hostess may perform other Custodial functions in the immediate area.*

Page 1 of 1

Tentative Agreement Date: 3/17/14

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

UH 362: [Signature]

July 2, 2014

Eric Clinton  
President, UNITE HERE Local 362  
1255 La Quinta Drive, Suite 212  
Orlando, Florida 32809

**Re: Letter of Intent regarding Availability of Fans for 3<sup>rd</sup> Shift Custodial**

Dear Eric:

Pursuant to our conversation during the 2014 Custodial Addendum negotiations it is the Company's intent to provide availability of fans upon request to Custodial Host/Hostess Cast Members who clean the restrooms on third shift. Additionally, during the months of June, July and August, upon request, the Company will make the fans available at the restroom locations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christie Sutherland', with a large, stylized initial 'C'.

Christie Sutherland  
Manager, Labor Relations

Memorandum of Understanding

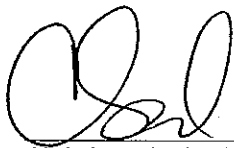
2014 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union 2014 Agreement  
UNITE HERE 362 Addendum  
Custodial Scheduling

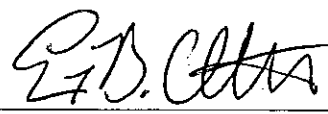
This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and UNITE HERE Local 362, a signatory to the Service Trades Council Union Agreement.

During the course of the 2014 Unite HERE 362 Addendum negotiations, the Company and UNITE HERE Local 362 agree to the following.

1. The Company will expand the Scheduling Pilot for Hollywood Studios Showkeeping to include the Magic Kingdom and Disney's Animal Kingdom Custodial scheduling pools. The parameters of the Pilot are as follow:
  - A. 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 stused coordinators).
  - B. 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
  - C. 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
2. The pilot will commence at the beginning of the first Schedule bid for the Magic Kingdom and Disney's Animal Kingdom's Custodial scheduling pools following ratification of the 2014 Service Trades Council Union Agreement and will continue for one year.
3. The Company and the Union agree to discuss any issues, as a result of implementing this pilot, on an on-going basis, as the need arises.
4. Once the pilot period is complete, the Company and the Union will meet to discuss the outcome of the pilot and to determine the future status of the pilot. Absent mutual agreement otherwise, this pilot shall remain in effect.

This Memorandum of Understanding expires at the end of the term of the 2014 STCU Agreement.

  
\_\_\_\_\_  
Christie Sutherland  
Manager, Labor Relations  
Walt Disney Parks and Resorts U.S.  
4/2/14  
Date

  
\_\_\_\_\_  
Eric Clinton  
President  
UNITE HERE Local 362  
7.2.14  
Date

**Memorandum of Understanding**  
**2014 Walt Disney Parks and Resorts U.S.**  
**And**  
**Service Trades Council Union Agreement**  
**UNITE HERE Local 362 Addendum**

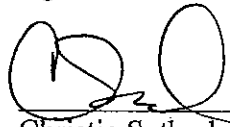
**Show Observation**

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and UNITE HERE Local 362, a signatory to the Service Trades Council Union Agreement.

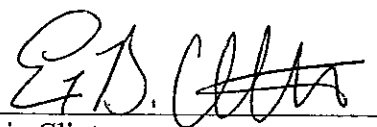
During the course of the 2014 negotiations, the Company and UNITE HERE Local 362 mutually agree the intent of Show Observations is to provide an informal training process whereby designated employees give feedback in order to maintain and improve the high standards of Guest service.

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 2014 Full Time STCU Agreement.

  
\_\_\_\_\_  
Christie Sutherland  
Manager, Labor Relations  
Walt Disney Parks and Resorts, U.S.

3/24/14  
Date

  
\_\_\_\_\_  
Eric Clinton  
President  
UNITE HERE Local 362

3/24/14  
Date

**Memorandum of Understanding**

**2014 Walt Disney Parks and Resorts U.S.**

**And**

**Service Trades Council Union Agreement**

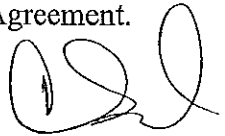
**UNITE HERE Local 362 Addendum**

**Attractions Rest Periods/Lunch Periods**

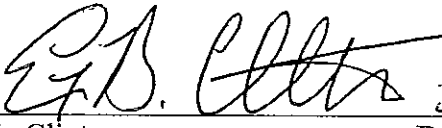
This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and UNITE HERE Local 362, a signatory to the Service Trades Council Union Agreement.

During the course of the 2014 negotiations, 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.

This Memorandum of Understanding expires at the end of the term of the 2014 Full Time STCU Agreement.

  
\_\_\_\_\_  
Christie Sutherland  
Manager, Labor Relations  
Walt Disney Parks and Resorts, U.S.

3/28/14  
Date

  
\_\_\_\_\_  
Eric Clinton  
President  
UNITE HERE Local 362

3/28/14  
Date



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Counter to Modified Union Proposal # 25

Addendum B-3  
UNITE HERE! Local 362

This new section would be placed under the "Attractions" header, and immediately above the "Innoventions Transfer Process."

Attraction H/H Operating Guidelines (OGs) Error Discipline

When a one (1) or two (2) point reprimand is issued to an Attractions H/H for violating an Operating Guideline (OG), upon their request, the Attractions H/H will be retrained pursuant to the specific OG violation.

In those instances when the Company has deemed an Attractions H/H 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.

End of new section.

Counter to Union Proposal #24 (A&B) and # 26

In resolution of Union Proposals 24 (A&B) and 26, the parties agree that "Costuming" and "FastPass+" will become standing agenda items at the Attractions LMC.

Page 1 of 1  
Company Proposal Provided to UNITE HERE Local 362

Date: \_\_\_\_\_  
Time: \_\_\_\_\_

Tentative Agreement Date: 3/28/14  
Company: [Signature]  
UH 362: [Signature]

Memorandum of Understanding

2014 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union 2014 Agreement  
UNITE HERE 362 Addendum  
Attractions Host/Hostess Trails

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and UNITE HERE Local 362, a signatory to the Service Trades Council Union Agreement (Agreement)

During the course of the 2014 Unite HERE 362 Addendum negotiations, the Company and UNITE HERE Local 362 agreed to the following:

1. A new job classification, Attraction Host/Hostess Trails will be created and included in Addendum A of the Agreement. In accordance with Article 12, Section 2 of the Agreement, the wage rate for the job classification will be established by the Company and will be no less than an additional fifty cents (0.50) per hour above the Attractions H/H rate as established in Addendum A of the 2014 Service Trades Council Union Agreement.

Effective within 90 days of ratification, all Full-time and Part-time Cast Members currently stasued as an Attractions Host/Hostess at the following locations will be converted to the new position:

- Maharajah Jungle Trek
- Pangani Forest Exploration Trail
- Rafiki's Planet Watch
- Savannah at Disney's Animal Kingdom Lodge

2. The following language will be added to Addendum B-3 of the Agreement:

Attractions Host/Hostess Trails


Employees who request a transfer to the Attractions Host/Hostess Trails will be required to complete an interview and/or audition as part of the selection process.

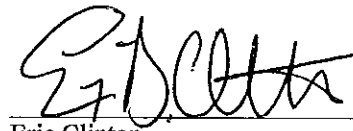
Employees in the Attractions Host/Hostess Trails position will participate in a structured training, observation and feedback program that allows for performance based recognition and counseling directly related to subject matter, content and delivery

Any Employee in the Attractions Host/Hostess Trails position who receives two reprimands for job performance in a rolling 12 month period will be transferred to an Attractions Host/Hostess position.

3. Effective with ratification of the Agreement, Attractions Host/Hostesses stasued to Flights of Wonder will be scheduled as part of the Theaters schedule bid.

This Memorandum of Understanding expires at the end of the term of the 2014 STCU Agreement.

  
Christie Sutherland  
Manager, Labor Relations  
Walt Disney Parks and Resorts U.S.  
7/2/14  
Date

  
Eric Clinton  
President  
UNITE HERE Local 362  
7.2.14  
Date

Memorandum of Understanding


2014 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union 2014 Agreement  
UNITE HERE 362 Addendum  
Scheduling

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and UNITE HERE Local 362, a signatory to the Service Trades Council Union Agreement.


During the course of the 2014 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 2014 STCU Agreement.

  
\_\_\_\_\_  
Christie Sutherland  
Manager, Labor Relations  
Walt Disney Parks and Resorts U.S.

7/2/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Eric Clinton  
President  
UNITE HERE Local 362

7.2.14  
\_\_\_\_\_  
Date

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Company Counter to U27

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

The Company and the Union shall recognize the mutual benefit of joint meetings of representatives of both parties. Therefore, the Labor/Management Committees for Academy Artists, Attractions, Custodial, Vacation Planning and Guest Arrival Process are established to discuss and make recommendations in areas of mutual concern that have been referred to the Committee. Each committee will be co-chaired by the President of UNITE HERE! Local 362 or his/her designee, and the designated Executive from Operations. The Company and the Union will agree on the number of core committee attendees for each Committee. 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. Shop Stewards scheduled to attend an LMC meeting on his/her day off will be paid according to Article 10, Section 4 of the STCU Agreement.

Labor Management for Guest Arrival Process will address issues in the following discipline

- Park Greeter
- Auto Plaza
- Ticketing
- Water Parks
- EWWS
- DTD Admissions and Parking

Page 1 of 1  
Company Proposal Provided to UNITE HERE Local 362

Date: 7.2.14  
Time: 6:23 pm

Tentative Agreement Date: 7/2/14  
Company: [Signature]  
UH 362: [Signature]