

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

**EFFECTIVE October 2, 2022**

**THROUGH October 2, 2027**

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# **SERVICE TRADES COUNCIL UNION AGREEMENT**

## **FOR REGULAR PART TIME EMPLOYEES**

### **ARTICLE 1 – PREAMBLE**

THIS AGREEMENT entered into this **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 Part Time employees who are in the classification of work listed in Addendum A at the Walt Disney World Resort in Lake Buena Vista, 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; Disney’s Pop Century Resort; Disney’s Art of Animation; 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, Rising Stars, Rising Tides and Bridges 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 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 implement and effect a lay off; to 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 (e.g. scheduling methodologies); 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 18.

### **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 26.

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 to Management 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 undertake 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 the 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 Unions parties hereto and any concessionaire operating in Walt Disney World 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 have** 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 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 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 – NONDISCRIMINATION

### 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 identity, gender expression, national origin, ancestry, age, marital status, military or veteran status, medical condition, genetic information, or disability (mental or physical) and any additional category set forth in federal, state or local law.**

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

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

### 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 8 – 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 at 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 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 Part 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 Part Time. The Union will be allowed access to those Seasonal/Temporary employees who convert to Regular Part Time status. The names and work locations of individuals or small groups who convert to Regular Part 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 Part 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 his/her 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 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 to the Stewards as provided in this Section 4.
- (d) A Shop Steward or Alternate will accompany representatives of Management whenever locker inspection(s) 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, stated origin/department/location and the amount of the deduction. The Union will give the Company a written statement no later than January 31<sup>st</sup> 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.

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 Part 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 sixty (60) days from the ratification of the Full Time STCU Agreement through the term of the extension;
- (c) Payment of retroactive base hourly wage increases shall be based on each Regular Part Time employee's hours paid between the day following sixty (60) days from the ratification of the Full Time STCU 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**, rate of pay, Social Security number, address, **phone number(s) in the system of record** 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.

**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 9 – 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. SCHEDULING**

- (a) The Company shall adhere to seniority in establishing work schedules in a department, location or scheduling pool unless required to deviate for reasons of availability, dependability, skill, abilities, and experience of employees and/or for the orderly and

uninterrupted operation of the Company. The determination of an employee's qualifications as used herein shall be made by the Company. Employees will declare their availability upon hire and then may request a change during the department, location or scheduling pool's identified schedule selection process time period. Any request to declare availability must be approved by the Company.

- (b) Where computerized scheduling is used, the Company will take appropriate steps to educate employees, Managers and Union Shop Stewards on how to properly complete the schedule information sheets.
- (c) The Company reserves the right to employ and utilize any and all scheduling methods and technology (including but not limited to preference scheduling) necessary for efficient operation of the business and the Company agrees to provide advance notice to the Union.
- (d) Nothing in this Agreement shall constitute a guarantee of hours.

### **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. The Payroll Day may be changed once during the term of this 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. 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.

### **SECTION 5. TRAVEL TIME**

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

(b) With the exception of the ten (10) minutes per shift paid 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 6. CLOCK IN/CLOCK OUT**

Effective no earlier than ninety (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.

## ARTICLE 10 – OVERTIME

Overtime pay for Regular Part Time employees will be in accordance with the Company's existing practice as ratified in the Regular Full Time **2022** Agreement between Walt Disney World Co. and the Service Trades Council. Any change or changes in overtime pay agreed to by the parties in that Agreement will automatically be incorporated into this Agreement and will apply to the Regular Part Time employees for the duration of the **2022** Regular Part Time Agreement. The Company and the Union agree that the Company will not be obligated to engage in any bargaining, whether over effects, impact or otherwise, over any such change or changes in overtime compensation or over the implementation thereof.

### 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 prior to the end of the employees' shift. The Company will provide access to a phone 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 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 (15<sup>th</sup>) 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 (7<sup>th</sup>) day. When an employee voluntarily pursues an additional shift on a seventh (7<sup>th</sup>) 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 (9<sup>th</sup>) 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 (15<sup>th</sup>) 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 (1 ½).

(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 10, 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 11 – HOLIDAY PREMIUM FOR HOURS WORKED**

Regular Part Time employees, who work on the following designated dates, will be paid at time and one half for all hours worked up to 14 hours.

- o Thanksgiving
- o Christmas Day (December 25<sup>th</sup>)
- o New Year's Eve (December 31<sup>st</sup>)
- o Easter Sunday
- o Memorial Day

In addition to the designated dates above, Regular Part Time employees with two (2) years of continuous service, who work on the following holidays will be paid at time and one half for all hours worked up to fourteen (14) hours:

- o Martin Luther King Jr. Day
- o Labor Day

Regular Part Time employees who would have already been paid time and a half on an aforementioned holiday will be paid at a double-time rate.

### Regular Part Time Tipped Employees Holiday Premium rate:

Regular Part Time Tipped employees will be paid at the following stipulated Holiday Premium rate for the aforementioned Holidays:

- o Aligns with the FT STCU Food/Beverage Steward rate range; applied based on the PT employee's longevity within the rate range
- o Calculated at time and a half for all hours worked on the designated Holidays
- o Double time pursuant to the STCU PT Contract, Article 10. Overtime does not apply to PT Tipped employees receiving the Holiday Premium rate of pay.

## **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, the Company will discuss each 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 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 **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 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. 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.

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.

**SECTION 7. 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 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. **Effective no later than ninety (90) days post ratification of the Agreement, Coordinators will be paid a one dollar and seventy-five cent (\$1.75) per hour premium for all actual hours worked as a Coordinator.**
- b) 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 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.**

# **ARTICLE 13 – SENIORITY AND WORK STATUS**

## **SECTION 1. DEFINITION OF SENIORITY**

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

## **SECTION 2. PRINCIPLES OF SENIORITY**

The principles of seniority as defined in this Agreement shall be observed on layoffs, recalls, establishing work schedules by department, location or scheduling pool, promotion and transfers as defined in specific Articles of the Agreement.

## **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 the employment relationship shall terminate when an employee:

- (a) Resigns.
- (b) Is discharged for just cause.

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

- (a) Regular Part Time Employees. 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. The aforementioned definition is subject to any and all changes subsequently negotiated in the Regular Full Time **2022** Service Trades Council Union Agreement.
- (b) Probationary Employee. All new Regular Part 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.

- (c) 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.

#### **SECTION 6. 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 7. 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 8. TRANSFER TO REGULAR FULL TIME STCU**

- (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.

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

Regular Full Time 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.

## ARTICLE 14 – TRANSFERS

### SECTION 1. TRANSFER PROCEDURES

#### Recasting

1. 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.**
2. In filling Regular Part Time vacancies, the Company shall identify and transfer the employee who has completed the appropriate submittal, met the criteria outlined in Section 1 (above), 2, or 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:
  - i. Top senior Regular Part Time employee statused to the job classification
  - ii. Top senior Regular Full Time employee from another classification
  - iii. Top senior Regular Part Time employee from another classification
3. The vacancy will then be filled in accordance with Sections 2 or 3 as prescribed below (except as noted in 5 below).
4. Employees who have not updated their phone number with the Company will be bypassed after attempting to contact them.
5. Employees shall not be eligible for voluntary transfer until after twelve (12) months of Regular Part Time employment with the Company within the bargaining unit, excluding any probationary period recasting.
6. **When an employee declines a transfer withing 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 CLASSIFICATION**

- (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/ATTRACTIONS 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.

## ARTICLE 15 – INTERCHANGEABILITY OF WORK ASSIGNMENT

### SECTION 1. INTERCHANGEABILITY IN SAME JOB CLASSIFICATION

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).

### 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. The Company may assign the shift to the junior employee statused in the affected locations.
3. The Company will provide all required training for employees working these schedules.
4. Costume changes and travel time between locations will be considered time worked.

#### (b) Unscheduled

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).

### 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. 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 5. TIPPED EMPLOYEES

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

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

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

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

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

## **ARTICLE 16 – 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.

### **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 6(b) 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.
- (d) The Parties agree that back pay will be calculated based on the average hours worked during the previous twelve (12) weeks worked by the employee affected.



## **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 (e.g. the employee called in/sick, was not scheduled to work, worked outside of their stated location 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. 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.
4. Absenteeism/Tardiness discipline and Clock In/Out discipline are specifically excluded from the disciplinary point system defined in this Section. Refer to Sections 7 and 8.
5. An employee may be suspended without pay for a period of 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.

- (c) 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 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;<sup>1</sup>
- (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

**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;
- b) Authorized Medical or Personal Leaves of Absence;
- c) Release of shift for medical reasons;
- d) Subsequent consecutive call-ins for the same illness or injury will not count as an additional occurrence;
- e) Bereavement Leave

2) An employee's failure to notify the Company of his absence a minimum of thirty (30) minutes prior to the start of **their** shift shall be recorded as a No Call No Show.

(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 first step of progressive discipline. The Company agrees to provide to employees information regarding the FMLA with any attendance reprimand issued.

**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

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<sup>1</sup> 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.

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 five (5) minutes before the start of shift = ½ point  
Clocking out more than five (5) minutes after end of 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-half (½) 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 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.

### **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. BEREAVEMENT LEAVE**

Employees bereaved by the death of a member of their immediate family are granted unpaid time off up to a maximum of five (5) days for each occurrence. 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 person other than those named, consideration will be given toward application of Bereavement Leave.

### **SECTION 4. 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.

(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 5. 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.

#### **SECTION 6. 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 7. 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 8. 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 9.** Notwithstanding anything else contained in Article 17, no Regular Part Time employee shall be granted medical leaves of absence that total more than fifteen (15) months in any twenty-four (24) month period.

## ARTICLE 18 – GRIEVANCE PROCEDURE

Grievance Procedure for Regular Part Time employees will be in accordance with the Company's existing practice under the Full Time Service Trades Council Union Agreement as ratified in the Regular Full Time **2022** Agreement between Walt Disney World Co. and the Service Trades Council Union. Any change or changes to the Grievance Procedure agreed to by the parties in that Agreement will automatically be incorporated into this Agreement and will apply to the Regular Part Time employees for the duration of the **2022** Regular Part Time Agreement. The Company and the Union agree that the Company will not be obligated to engage in any bargaining, whether over effects, impact or otherwise, over any such change or changes in the Grievance Procedure or over the implementation thereof.

### 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 Harassment<sup>2</sup> 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.

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

### **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.

The Area Manager or his/her 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 his/her 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, 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 19 – 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 hairnets and headbands, they will be furnished without cost to the employees. The Union agrees to require Regular Part 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**

Cleaning or laundering the clothing furnished under this Article shall be provided 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. Employees who voluntarily take and clean their costumes at home will be responsible for the cost thereof.

**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 RESORT PREMISES**

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

**SECTION 7. UNION INSIGNIA**

Employees will be permitted to wear a single pin, mutually agreed upon by the Company and Union, supporting the Service Trades Council Union 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 20 – 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**

**(a)** 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**

- (a) 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.
- (b) Incidents of disruptive or aggressive behavior by guests or employees should be immediately reporting 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 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 4. 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 5. 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 6. 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 procedures.**

**SECTION 7. EDUCATION AND AWARENESS**

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

**ARTICLE 21 – 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 22 – 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 23 – 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 24 – PENSION

Pension for eligible Regular Part Time employees will be in accordance with the Company's existing defined benefit Pension Plan with the ratification of the Regular Full Time **2022** Agreement between Walt Disney World Co. and the Service Trades Council Union. Any change or changes in that defined benefit pension plan agreed to in or in connection with that Agreement will automatically be incorporated into this Agreement and will apply to the Regular Part Time employees for the duration of the **2022** Regular Part Time Agreement. The Company and the Union agree that the Company will in any such event not be obligated to engage in any bargaining over effects, impact or otherwise, over any such change or changes in the defined benefit Pension Plan or over the implementation thereof.

### **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.
- (b) Entitlement to pension benefits shall be determined exclusively by the plan terms and not by arbitration under this Agreement.

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.

### **ARTICLE 25 – PAID TIME OFF/SICK PAY**

Effective January 1, 2016, and each January 1 thereafter, during the term of this Agreement, all Regular Part Time employees with two (2) or more years of continuous Regular Part Time service who have been paid a minimum of 1250 hours during the prior calendar year will be granted two (2) days paid time off/sick pay.

The following provisions apply to the paid time off/sick pay:

- (a) Must be used in whole day increments
- (b) May be carried over year to year
- (c) Will not be paid out at time of termination or transfer out of a Part Time STCU position
- (d) Pay in lieu of unused paid days off/sick pay shall not be granted

### **ARTICLE 26 – 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 27 – 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 18 -Grievance Procedure.

## **ARTICLE 28 – 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 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.
  - 3. One or more motor vehicle incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by the tow truck or other motor vehicle. 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.
- (g) 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 **they agree** 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. 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 him, 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 waive 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 29 - 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 30– 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** and from year to year thereafter, subject to the right of either party to terminate the same at the anniversary of **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. Subsequently, the PT STCU Contract will automatically extend for sixty (60) days from the ratification of the Regular Full Time STCU Contract. Additionally, the parties agree that the Regular Full Time STCU negotiated economics (applicable to the PT STCU Contract) will apply to the PT STCU Employees.

### **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:**

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

---

Juleeann Jerkovich Loreth  
Vice President  
United Food & Commercial Workers, Local 1625

---

Walt Howard  
President  
International Brotherhood of Teamsters, Local 385

---

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

---

Eric Clinton  
President  
UNITE HERE! Local 362

---

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:**

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

**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 <sup>1</sup>		Eff 10/1/2023 <sup>1</sup>		Eff 12/3/2023 <sup>1</sup>		Eff 12/1/2024 <sup>1</sup>		Eff 9/28/2025 <sup>1</sup>		Eff 10/4/2026 <sup>1</sup>	
	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 <sup>2</sup>	\$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
SWGSR Roamer	\$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	\$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

<sup>1</sup> 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.

<sup>2</sup> 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) <sup>1</sup>	\$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) <sup>1</sup>	\$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) <sup>1</sup>	\$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) <sup>1</sup>	\$7.98	\$8.98	\$9.98	\$10.98	\$11.98
Food & Beverage Dinner Show Server (T) <sup>1</sup>	\$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

<sup>1</sup> 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.

MEMORANDUM OF UNDERSTANDING  
2022 COLLECTIVE BARGAINING NEGOTIATIONS

*For reference purposes only.*

**Part Time Availability**

**Memorandum of Understanding  
2022 Walt Disney Parks and Resorts U.S.  
And  
Service Trades Council Union | Part 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 Part Time negotiations, the Company and Council agree to continue its practice of providing Regular Part Time employees priority for scheduling before Seasonal/Temporary employees, exclusive of College Program, unless required to deviate for reasons of availability, dependability, skill, abilities, and experience of employees and/or for the orderly and uninterrupted operation of the Company.

Regular Part Time employees hired on or before April 21, 2011, with less than three (3) full days of availability will not be involuntarily required to increase their availability (see attached list). Such employees will be eligible to transfer to vacant PT positions provided they meet transfer eligibility guidelines in accordance with Article 14 of the Regular Part Time STCU Agreement.

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

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