# Summary of Union Negotiations with Disney July 17, 2014

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

#### **TERM OF AGREEMENT**

March 30, 2014 through September 21, 2019

The Union and Company agreed to a wage re-opener in September of 2017. If no agreement is reached on wages within 30 days, the entire contract will expire.

#### WAGES

Non-Tipped Employees at the Max of the Range - "Topped-Out"

			1- 1
	3/30/2014	5/24/2015	7/31/2016
	\$0.35	\$0.35	\$0.35

#### Non-Tipped Employees within the Range (hired after 12/12/1998)

3/30/2014	5/24/2015	7/31/2016
\$0.50	\$0.50	\$0.50

#### Minimum rate for new hires

3/30/2014	5/24/2015	7/31/2016
\$9.00 per hour	\$9.50 per hour	\$10.00 per hour

#### **Tipped Employees**

12/28/2014	12/27/2015	1/1/2017
\$0.15	\$0.15	\$0.15

Wage increases for non-tipped employees will be retroactive for all hours worked back to March 30, 2014. Payment of retro activity will be paid as soon as possible following ratification. Tipped employees will receive a \$100 bonus upon ratification. Wage increases will go into effect on August 10, 2014 and will appear in your paycheck received on August 21, 2014.

#### **HEALTH INSURANCE**

HMO Medical plan increases (weekly contribution rates will increase no more than what is listed below)

	Single Employee + Spouse Employee + Child		Family	
	Maximum increase	Maximum increase per	Maximum increase	Maximum increase per
	per week	week	per week	week
1/1/2015	\$0	\$0	\$0	\$0
1/1/2016	\$3	\$9	\$5	\$11
1/1/2017	\$3	\$9	\$5	\$11
1/1/2018	\$3	\$10	\$5	\$12
1/1/2019	\$3	\$10	\$5	\$12

This does not include any potential increases to Dental or Vision coverage

#### RETIREMENT

Maintain Pension Plan

#### LANGUAGE CHANGES

- 1. Ability for a Cast Member to request split days off
- 2. Right to visit health services on paid time when injured at work
- 3. New Medical Leave of Absence (MLOA) language
  - New language that allows an additional 12 months of recall from a MLOA Limit on MLOA for separate conditions of 15 months in a 24 month period
- 4. Notice of 30 minutes to workers when a force extension is required and ability to make a phone call for personal arrangements
- 5. Walk time increased to 20 minutes when parking at a remote location (i.e. DHS parking at Epcot)
- 6. New standards on coach/counselings
- 7. Eliminate practice of blocking employees from trading shifts
- 8. Adjust Full-Time monitoring period for benefit eligibility

#### **SCHEDULING IMPROVEMETS**

- 9. Ability to schedule bid if returning from a Leave of Absence within 30 days of the bid implementation
- 10. Cast Members will have the ability to view complete location schedules on paper
- 11. All Cast will be able to bid in-person even if you are working
- 12. Company will provide a phone number for cast to call-in to participate in the schedule bid if they are not at work
- 13. Company will translate proxy completion instructions to workers
- 14. The Company will provide a copy of the proxy if requested by the worker
- 15. Coordinators and CoTs gain vacation bid rights
- 16. The Company will no longer leave vacation requests "pending" for more than 30 days

#### REPRESENTATIONAL CHANGES

- 17. Improve member's access to the grievance procedure
- 18. Improve Shop Stewards abilities to represent their co-workers
- 19. Adjust Union Leave language
- 20. Adjust dues check-off language

#### <u>FY1</u>

- 21. Adjust transfers process
- 22. New standard for time to call-in sick to work before your shift
- 23. Cast Members can request FMLA hours available from their Manager or Time Team until access to this information is available on the HUB
- 24. Adjust selection and removal guidelines for CoTs

#### **LETTERS OF UNDERSTANDING**

- 25. Employee ID card price
- 26. Union Representative's ability to be on property
- 27. Company Investigations
- 28. Mediation process in grievance procedure
- 29. Sub-contracting

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

#### **ARTICLE 32 - TERM of AGREEMENT**

#### SECTION 1. TERM

This Agreement and any further amendment or supplement hereto shall be in full force and effect from October 3, 2010 March 30, 2014 through March 29, 2014 September 21, 2019, and from year to year thereafter, subject to the right of either party to terminate the same at the anniversary of March 29 September 21 following March 29, 2014 September 21, 2019 upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination.

#### SECTION 2. COMPLETE AGREEMENT

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

#### SECTION 3. LIMITED REOPENER

Start Rate / Non-Tipped Full Time Employees

The parties agree to reopen the contract upon written notice no later than sixty (60) days preceeding September 24, 2017 solely to negotiate wage increases in accordance with Article 12, Section 1 and Addendum A. If the parties are unable to reach agreement regarding wages, thirty (30) days after September 24, 2017, the Agreement shall expire unless mutually extended by the parties.

#### **ARTICLE 12 AND ADDENDUM A - WAGES**

Effective 3/30/2014	Effective 5/24/2015	Effective 7/31/2016
Minimum of \$9.00	Minimum of \$9.50	Minimum of \$10.00
	·	·
Non-Tipped Full Time Employees will	h <u>in the Range - Commo</u>	n Date Annual Increase
Effective 3/30/2014	Effective 5/24/2015	Effective 7/31/2016
Bring to \$9.00	\$0.50 increase*	\$0.50 increase*
Or \$0.50 increase whichever is greater	*	
	*Not to exceed maximur	n of rate
Non-Tipped Full Time Employees at	the Max of the Range - C	<u>Common Date Annual Increase</u>
Effective 3/30/2014	Effective 5/24/2015	Effective 7/31/2016
\$0.35	\$0,35	\$0.35
Tipped Employees		
Effective 12/28/2014	Effective 12/27/2015	Effective 1/1/2017

\$0.15

#### **Recruitment and Retention Initiatives**

\$0.15

 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

· •	
Page 1 of 1 Company: Abl Alma	Tentative Agreement Date/Time: 7/14/14
UH 737:	TCU 1908: 10-801 10-00
IBT 385: WY XUA	UFCW 1628:
UH 362: 210 Class	IATSE 631: But Laulor

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 minimum rate.

#### Part Time Wage Increases

- Wage increases for Regular Part Time Cast Members will be identical to negotiated hourly rates for Regular Full Time Cast Members, as set forth in the STCU Regular Full Time Agreement.
- Retroactivity and implementation are subject to negotiations and ratification of the STCU Regular Part Time Agreement.

#### **ARTICLE 23 - PENSION AND WELFARE**

#### SECTION 3. GROUP INSURANCE

(a) During the term of this Agreement, the Company will provide offer Group Insurance coverage and Signature Plan coverage to all eligible employees, on the same basis as provided to non-bargaining unit employees (including salaried employees) at the Company. It is understood that all employees in this unit who participate in any Company sponsored plan(s) do so on the same basis as non-bargaining unit employees (including salaried employees) generally and that, therefore, future changes in such plans which are applicable to non-bargaining unit employees (including salaried employees) generally shall apply equally and automatically to employees covered under this Agreement. By way of example, but not limitation, changes in such plan(s) may include termination in accordance with the plan terms, substitution of, or merger with, another plan or part thereof, improvements and modifications in the plan(s), creation of new plan(s), adjustment in contributions, etc...; all subject to the condition that where the changes apply equally to non-bargaining unit employees (including salaried employees) generally, the Company will not be obligated to bargain with the Union. Entitlement to pension and group insurance benefits shall be determined exclusively by the plan terms and not by arbitration under this Agreement.

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

(b) Effective 1/1/11 and all-subsequent years, <u>eEmployee</u> contribution rates for all group medical plans and tiers will be the same as or less than the contribution rates set by the Company for salaried employees.

Page 1 of 1
Company:
UH 737:
IBT 385:

UFCW 1625: 3

Tentative Agreement Date/Time

IATSE 631:

TCU 1908:

(Eco)

#### **2014 STCU FT N**EGOTIATIONS

#### MAIN TABLE TENTATIVE AGREEMENT July 17, 2014

 Effective 1/1/15 annual weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2014 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$9.00 per week	\$5.00 per week	\$11.00 per week

 Effective 1/1/16 annual weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2015 contribution rates:

-	Employee Only	Employee + Spouse	Employee + Children	Employee + Family
	\$3.00 per week	\$9.00 per week	\$5.00 per week	\$11.00 per week

 Effective 1/1/17 annual weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2016 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
\$3.00 per week	\$9.00 per week	\$5.00 per week	\$11.00 per week

 Effective 1/1/18 annual weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2017 contribution rates:

-	Employee Only	Employee + Spouse	Employee + Children	Employee + Family	
	<u>\$</u> 3.00 per week	\$ <u>10</u> .00 per week	\$5.00 per week	\$ <u>12</u> .00 per week	

 Effective 1/1/19 annual weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2018 contribution rates:

Employee Only	Employee + Spouse	Employee + Children	Employee + Family
3.00 per week	\$ <u>10</u> .00 per week	\$5.00 per week	\$ <u>12</u> .00 per week

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

SEE ATTACHED MEMORANDUM OF UNDERSTARDING REGARDING 2015 HMO CONTRIBUTION RATES SEE ATTACHED LETTER OF INTENT REGARDING HMO CENTER FOR LIVING WELL CO PAY

#### **CLOSURE OF ALL REMAINING PROPOSALS**

All remaining Company and Union proposals, both Main Table and Addendum, not specifically addressed herein are either withdrawn by the respective party or considered to be superseded and controlled by this complete comprehensive proposal.

#### <u>IMPLEMENTATION</u>

The Company will implement all agreed upon terms within ninety (90) days of ratification.

Page 1 of Company		Alm	ial	-
UH 737: _		20	\	
IBT 385:	700	1/1/1/1		
<del>-</del>	1.7-1		Y	

Tentative Agreement Date/Time:

TCU 1908: \_\_\_\_\_ UFCW 1625

IATSE 631:

(CLO)

#### 2015 HMO Contributions

#### Memorandum of Understanding

## 2014 Walt Disney Parks and Resorts U.S. And Service Trades Council Union Agreement

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

As outlined in Article 23, Section 3 (b) of the 2014 Service Trades Council Full Time Agreement, effective 1/1/15 weekly employee contribution rates for the HMO shall not be increased by greater than the following amounts over the 2014 contribution rates.

ee + Family
per week

However, the Parties, for good and valuable consideration, agree that there will be no increases to employee weekly contribution rate for the HMO for the first full calendar year of the agreement (i.e. January 1, 2015 through December 31, 2015).

\( \lambda \).	•
This Menforandum of Understanding expires at the end	of the term of the 2014 Full Time STCU Agreement.
7/17/14	(1) A 1 /a/24 1/11/14
Edward K. Chambers Date	Donna-Lynne Dalton Date
Service Trades Council President	Service Trades Council Secretary Treasurer
United Food & Commercial Workers, Local 1625	International Brotherhood of Teamsters,
SID CHA HALL	Local 385
Eric Clinton Date	Jeremy Cruz-klaicken Date
Service Trades Council Vice President	Service Trades Council Vice President
UNITE HERE! Local 362	UNITE HERE! Local 737
Bul Toulor 7/17/4	Joseph Telo 7.1744
Brian J. Lawfor / Date	Jøseph P. Condo Date
Service Trades Council Vice President	Service Trades Council Vice President
International Alliance of Theatrical Stage Employees,	Transportation Communications Union/IAM
Local 631	Lodge 1908

A. Robbin Almand

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

(00)

Date of Ratification

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

RE: Letter of Intent: 2015 Center for Living Well HMO Co-Pay

Dear Ed,

Pursuant to conversations during the STCU Main table Negotiations, this correspondence documents the Company's intent to continue to provide \$10 office visit copays for Disney-Cigna HMO Members at the Center for Living Well for the calendar year January 1 through December 31, 2015.

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



Page 1 of 1

SA

#### CONTRACT EXTENSION Memorandum of Understanding 2010 Walt Disney Parks and Resorts U.S.

#### And Service Trades Council Union Full-Time Agreement

The 2010 Collective Bargaining Agreement ("Agreement") between the Service Trades Council Union and Walt Disney World Co. for Full-Time employees expired at 11:59 PM on March 29, 2014. The parties previously agreed to extend the terms of the Agreement to 11:59 p.m., Thursday July 17, 2014.

The parties now agree to extend the terms and condition of the Agreement to 11:59 p.m., Monday, August 4, 2014 to allow the parties reasonable time to arrange for voting logistics.

During this extension period, all terms and conditions will remain as outlined in the current Agreement, as well as all other Letters of Understanding previously agreed to by the parties.

All changes wage increases will be retroactive to March 29, 2014. Retroactive wage increases will be paid in the following manner:

Statused STCU Full Time non-tipped employees as of the date of ratification will receive a lump sum payment based upon all paid hours, including paid time off and overtime, recorded for the period beginning March 30, 2014 through the pay period ending Saturday prior to implementation of any negotiated wage increase. The payment of straight time hours will be calculated based on the difference between the employee's statused rate as of the Saturday prior to ratification and the new negotiated rate for that role. The payment of overtime hours will be calculated based on the difference between the employee's statused overtime rate as of the Saturday prior to ratification and the new negotiated overtime rate for that role.

Edward K. Chambers

Date

Service Trades Council President

Vice President, Labor Relations

Local 1625

United Food & Commercial Workers, Walt Disney Parks and Resorts U.S.



Main Table Company Proposal March 3, 2014

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

1-4

#### ARTICLE 10 - HOURS OF WORK

SECTION 5. WORK SCHEDULE

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

**EXAMPLE:** 

						. 1	
Payroll Day	1	Ż	3	. 4	5	6	7
Work Day	S	M	T _	W	Th	F	S
Assigned Days Off	·W	W	OFF	OFF	W	, W	W

Page 1 of 1 Company Proposal Provided to STCU	Tentative Agreement Date:3/6/14
Date:	Company: Q. A. H. Uland
Time:	UH 737:
•	IBT 385:
÷	UH 362:
-	TCU 1908: Mest Hallis
	UPOUL 400P.

#### Main Table Company Package Proposal June 3, 2014

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

#### The Company will accept:

- U19 (Occupational Injury) as modified below
- · U51 (Health Services) as modified below

#### The Union will withdraw:

- U48 (Dr. note after five (5) missed shifts)
- · U49 (Costumes: Safety and Sanitary clothing and equipment)
- U50 (Penalty for lost costume)
- U52 (Occupational Injury Light Duty for disabled employees)

#### **PROPOSED LANGUAGE**

#### CC to U19 Occupational Injury

ARTICLE 12 - JOB CLASSIFICATIONS AND WAGE RATES. SECTION 5. PAY FOR DAY WHEN INJURED

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

7 to U51 (Health Services)

Page 1 of 1

ARTICLE 25 – SAFETY AND HEALTH SECTION 4. EXAMINATIONS

(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:

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

Company Proposal Provided to STCU	Tentative Agreement Date: 6 3 1 4
Date: 6/3	Company: Notes alm
Time: 2:45	UH 737:
	IBT 385: 100
	UH 362: 41/5 CHAS
	TCU 1908: M. & Heel
•	HEOM 1635.

2

### Main Table Company Package Proposal June 3, 2014

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

The Company will withdraw:

- C2 (Monthly Reports: PERNR v. SS#)
- C3 (PAC Collection)

The Company will accept:

U33 (Medical Leaves of Absence), modified as set forth below

#### The Union will withdraw:

U53 (Subcontracting)

Second Modified Company Counter to U33 Medical Leaves of Absence

ARTICLE 17 SECTION 5.

MEDICAL LEAVES EXCEEDING ONE YEAR

Those employees whose accumulated time on <u>an</u> occupational or non-occupational medical leave of absence totaling one (1) year 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 his 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. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- (a) If an employee returns from medical leave and works less than twenty six (26) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut off described above.
- (b) If an employee returns from medical leave and works for a minimum of twenty six (26) consecutive working weeks, the employee will begin a new one (1) year period.
- (c) If an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.

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

[SEE ATTACHED PROPOSED MEMORANDUM OF UNDERSTANDING]

Page 1 of 1 Company Proposal Provided to STCU	Tentative Agreement Date: 26/3/14
Date: 6/3/14	Company: Rook Clem
Time: 5:00	UH 737:
	IBT 385: (1) A Think
	UH 362: 25 CT
	TCU 1908: MA ALI
	UFCW 1625:
	IATSE 631: The August 1

#### Medical Leaves of Absences Exceeding One (1) Year

#### Memorandum of Understanding

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

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

During the course of the 2014 negotiations the Company and Council agree to the following regarding Article 17, Section 5, Medical Leaves Exceeding One (1) Year:

• Medical leaves of absences which began prior to the date of ratification of the 2014 Full Time contract will not be considered in calculating the maximum leave time of fifteen (15) months in a twenty-four (24) month period.

(15) 110111115 111 11 111 1	(- ·)	<b>.</b>		
	ding expires at	the end of the term of the 2014 Full	Time STCU	
Agreement.	¢/3/14	O-X Palte	~ 6/3/K	
Edward K. Chambers	Date	Donna-Lynne Dalton	Date / /	
Service Trades Council President		Service Trades Council Secretary		
United Food & Commercial Worke	rs, Local 1625	International Brotherhood of Team	isters,	
EAS. CHA	6.3.14	Local 385	13/18	
Eric Clinton	Date	Jeremy Cruz-Haicken	Date	
Service Trades Council Vice President		Service Trades Council Vice President		
UNITE HERE! Local 362		UNITE HERE! Local 737		
BN L Lander	<u>.</u>	Joseph Cords	6-3-14	
Brian J. Lawlor	Date	Joseph P. Condo	Date '	
Service Trades Council Vice Presid	lent	Service Trades Council Vice Presi	dent	
International Alliance of Theatrical	l Stage	Transportation Communications		
Employees, Local 631		International Union, Local 1908 A	FL-CIO	

Robbin Almand

### Main Table Company Package Proposal

June 4, 2014

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

### Company Counter Package to Union Package Verbally Passed 6/4/14 @ 5:28pm

#### The Company will accept:

- U2 (Notification of Shop Steward Action) as modified below
- U14 (Forced Extensions) as modified below

#### The Company will withdraw:

- C11 (Probationary Period)
- C12 (Probationary Period Conversions)

#### The Union will withdraw:

- U9 (Lunch Breaks)
- U11 (CDS implementation)
- U12 (Shift extension at each location day of Extra Hours)
- U15 (4<sup>th</sup> & 5<sup>th</sup> Day workweek, Work on 2<sup>nd</sup> or 3<sup>rd</sup> Day off) U16 (4<sup>th</sup> & 5<sup>th</sup> Day workweek, Work on 2<sup>nd</sup> or 3<sup>rd</sup> Day off)

#### PROPOSED LANGUAGE

CC to U2 - Notification of Shop Steward Action

ARTICLE 9 - UNION ACTIVITY AND CHECK OFF SECTION 4. SHOP STEWARD OR ALTERNATIVE

c) The Company agrees to notify the affiliated Union in the event a Shop Steward is placed on investigatory suspension or transferred to a different work area/location. Shop Stewards shall have super seniority for the purpose of layoff, recall, and furlough only. In the event of the layoff or discharge of a Shop Steward, the Company will notify the nion Office Affiliate Union Designee in advance of the termination 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.

#### CC to U14 Forced Extensions

**ARTICLE 11 - OVERTIME** SECTION 3. INVOLUNTARY OVERTIME

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

When Management has at least ninety (90) minutes notice that a shift is going to be extended, it shall notify employees required to remain beyond their scheduled shift at least thirty (30) minutes prior to the end of the employees' shift. The Company will provide access to a phone in the event of a required extension.

rage 1 of 1		
Company Pi	roposal Prov	ided to STC
Date:	641	4
Time:	650	pm
		,

Tentative Agreement Date: _ 6 6 / 1
Company: And Clinical
UH 737
IBT 385:
UH 362:
TCU 1908: MA Bales
UFCW 1625:
IATSE 631: Sun Sun Sun Im
position

### Main Table Company Package Proposal July 17, 2014

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

#### CC to Union Package Passed at 7/17/14@12:30PM

#### The Company will accept:

- U10 (Dress and Travel Time) as modified below
- MOU Subcontracting
- MOU on Discussions

#### The Company will issue:

· Letter of Intent on Blocking of Shift Trades and Give Aways

#### The Company will withdraw:

C15 – (Random Drug and Alcohol)

#### The Union will accept:

• C17 - (Dues Check-off expiration) as modified below

#### **PROPOSED LANGUAGE**

CC to U10 (Dress and Travel Time)

#### **ARTICLE 10 - HOURS OF WORK**

#### SECTION 8. DRESS AND TRAVEL TIME

- (a) Employees at Magic Kingdom (excluding employees assigned or statused to Transportation and Ticket `enter/Main Entrance areas), will receive ten (10) minutes per shift paid dress and travel/walk time. Employees will be leased ten (10) minutes prior to the end of their shifts to compensate them for this dress and travel/walk time allowance.
- (b) With the exception of the ten (10) minutes per shift paid dress and travel/walk time set forth above, it is the understanding of the parties that an employee will not receive dress and/or travel/walk time pay because the employee is not required to dress on property. Whenever operational necessity dictates that employees be required to park at distant locations other than their assigned parking areas, and are required to take Company provided transportation, the employees will be paid ten (10) Twenty (20) minutes per shift, or will be released from their shift ten (10) Twenty (20) minutes prior to the end of their shift.

### C17 ARTICLE 9 - UNION ACTIVITY AND CHECK-OFF

SECTION 5. CHECK-OFF

Page 1 of 2		
Company P	roposal, Proyided to	STCL
Date:	7/17/14	
Time:	1:15 pm	
	- T	

Tentative Agreement Date:
Company: Robbulling
UH 737:
IBT 385:
UH 362:
TCU 1908: 4 Con 10
UFCW 1625: William, blee
IATSE 631: Kaul



#### **Documented Discussions**

#### Memorandum of Understanding

## 2014 Walt Disney Parks and Resorts U.S. And

### Service Trades Council Union Agreement

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

During the course of the 2014 negotiations the Parties discussed the Company's practice regarding documented discussions (i.e. coach and counseling).

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

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

This Memorandum of Understanding expires at	the end of the term of the 2014 Full Time STCU
Agreement.	
Cat 7/17/14	11 7 (1 holle 7/17/14
Edward K. Chambers Date	Donna-Lynne Dalton Date
Service Trades Council President	Service Trades Council Secretary Treasurer
United Food & Commercial Workers, Local 1625	International Brotherhood of Teamsters,
$\sim$	Local 385
$\mathcal{O}_{\mathcal{A}}$	10041363
7) (the 7/17/4	7/17/18
Eric Clinton Date /	Jeremy Cruz-Haicken Date
Service Trades Council Vice President	Service Trades Council Vice President
UNITE HERE! Local 362.	UNITE HERE! Local 737
X / X / 1 / 1 / 1	CIVID IIDRE: Eocal 757
10N/ Acula/ 1/17/14	word March 7-17-14
7/9 - 1/4/1	
Service Trades Council Vice President	Joseph P. Condo Date
	Service Trades Council Vice President
International Alliance of Theatrical Stage Employees,	Transportation Communications Union/IAM
Local 631	Lodge 1908
all' Dec 17/21	

I/Robbin Almand

#### Date of Ratification

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

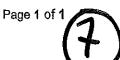
RE: Letter of Intent: Blocking of Shift Trades/Shift Give Aways

Dear Ed,

Pursuant to conversations during 2014 STCU Main Table Negotiations, this correspondence documents the Company's intent regarding the practice of temporarily blocking a Cast Member's ability trade or give away shifts.

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

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



<u>day</u> qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the ene hundred twenty (120) days <u>one hundred eighty (180) day</u>, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

(d) Employees in the CoT role who <u>in a rolling twelve (12) month period</u> receive two (2) reprimands <u>in accordance with Article 18, Section 6(b) or any three (3) reprimands for any disciplinary reason, with the exception of Attendance and/or Clock In/Out policy violations, in a rolling twelve (12) month period will be returned to his/her prior job classification. If the employee's prior job classification was a CoT, he/she will be returned to the job classification held prior to the CoT role.</u>

CC to U24 - CoT Vacation

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

- Letter of Intent regarding Coordinator designations
- Letter of Intent regarding Article 12, Section 9 (d) CoT Discipline Refresh

Modified C10

ARTICLE 13 - SENIORITY AND WORK STATUS
SECTION 5. WORK STATUS AND UTILIZATION OF FULL TIME AND CASUAL EMPLOYEES

- (a) Regular Full Time Employees Regular Full Time tipped and non-tipped employees assigned to an tablished job on a Regular regular Full Time basis eustemarily will work thirty (30) hours per week or more, on an .igoing basis. For the purpose of calculation, hours worked shall include paid benefit time. All approved leaves of absence (including, but not limited to medical, disability, Workers' Compensation and Union business leaves) shall be excluded from the calculation. The Company agrees to notify employees who are trending below the minimum number of hours.
  - (1) The following will be the administrative process for monitoring continued eligibility of <u>Regular</u> Full Time employees for Disney Full Time benefits.
    - a. Regular Full Time employees must work the appropriate number of hours to average at least 30 hours per week during the monitoring period. The monitoring period shall be a full twelve (12) month period as designated by the Company and the appropriate number of hours to be worked is 1560 hours. During the life of the Agreement, the Company will meet with the Union to discuss any changes in the established twelve (12) month monitoring period at least sixty (60) days in advance of such changes going into effect. Regular Full Time employees will be notified of the monitoring period in writing.
    - b. For the purpose of calculation, hours worked shall include paid benefit time.

Page 3 of 10	i /
Company: Ar Down Cling	Tentative Agreement Date/Time: 7/15/14 251 pm
UH 737:	TCU 1908: Met hello
-IBT 385:	UFCW 1625: Alleasem. Vener
UH 362: 277 (#	IATSE 631: Dua Laulov
, 3 30 5	0-1

**JULY 15, 2014** 

- c. Any unpaid authorized medical leaves, personal leaves, family medical leaves, disability leaves and workers' compensation leaves will not be counted against the thirty (30) hours per week calculation during the monitoring period.
- d. The Company agrees to notify employees who are trending below the minimum number of hours at the midway point and at least ninety (90) days prior to the end of the monitoring period. Additionally, the Company will provide employee's access to electronically view total paid hours at any time.
- e. Regular Full Time employees who fail to meet the Full Time hours requirement during the monitoring period will be converted to a Regular Part Time status in the same classification and location and lose their Regular Full Time status and Regular Full Time benefit's eligibility.
- £ Employees who are hired or converted from a <u>Regular Part Time</u> Casual status to a <u>Regular</u> Full Time status during an evaluation the monitoring period will be exempt and deferred to the next from that monitoring evaluation period.
  - i. Full Time employees will be evaluated two (2) times per year according to the Company's fiscal month-end calendar.
    - i. Early January, for fiscal period July through December. .
    - ii. Early July, for fiscal period January through June.

The dates below correspond to the evaluation periods:

Year	July December	January - June
4	7/04/10 - 1/01/11	<del>1/02/11 - 7/02/11</del>
2	7/3/11 - 12/31/11	1/01/12 6/30/12
3	7/01/12 - 12/29/12	12/30/12 - 6/29/13
4	6/30/13 12/28/13	<del>12/29/13 6/28/14</del>

- b. Full Time employees must average thirty (30) hours per week for each evaluation period utilizing both hours worked and hours paid, e.g., vacation, sick pay, holiday, etc. Authorized leaves as defined above will not be counted against the thirty (30) hours per week average.
- c. Full Time employees not meeting an average of thirty (30) hours per week-excluding leaves of absence as defined above during an evaluation period will be placed on Full Time hours probation.
- d. Full Time employees on Full Time hours probation must have thirty (30) hours or more per week as defined above for nine (9) of the next thirteen (13) weeks in the following fiscal quarter:

Page <b>4</b> of <b>10</b>	
Company: _	Rossin Clark
· UH 737: _<	
 IBT 385:	MANA
→H 362:	915 Otto

Tentative Agreement Date/Time: 3/15/14 75/pv
TCU 1908: Matt Hells

UFCW 1625: Lellenn M. Venulee

IATSE 631: Rua Saulov



#### REGULAR FULL TIME MONITORING PERIOD

### Memorandum of Understanding 2014 Walt Disney Parks and Resorts U.S.

#### And

#### Service Trades Council Union Agreement

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

During the course of the 2014 negotiations the Company and Council mutually agree that effective August 1, 2014, the Full Time Monitoring Period is a twelve (12) month period, from August 1 through July 31. If the Company makes any future changes to the Full Time Monitoring Period, it will give the Union notification at least sixty (60) days in advance of the change.

Due to the transition into a different Regular Full Time monitoring process, the Company further agrees to remind all STCU Cast Members to view and monitor his/her full time hours worked during the monitoring period on the following dates:

- November 1, 2014
- February 1, 2015
- May 1, 2015

This Memorandum of Understanding expires at the	ne end of the term of the 2014 Full Time STCU
Agreement. 7/15/19	Mile Staple 7.15,14
Edward K Chambers Bate	Mike Stapleton Date
Service Trades Council President	International Brotherhood of Teamsters,
United Food & Commercial Workers, Local 1625	Local 385
9715/14	7/15/17
Eric Clinton Date	Jeremy Cruz-Haicken Date
Service Trades Council Vice President	Service Trades Council Vice President
UNITÉ HERE! Local 362	UNITE HERE! Local 737
Town Januar 7/15/14	Joseph Cordo 7-15-14
Brian J. Lawlor (/ / Date	Joseph P. Condo Date
Service Trades Council Vice President	Service Trades Council Vice President
International Alliance of Theatrical Stage Employees,	Transportation Communications Union/IAM
Local 631	Lodge 1908
001 1/1 07/1	

### Main Table Company Package Proposal

June 13, 2014

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

#### The Company will accept:

· U7 (Bid on LOA), as modified below

#### The Company will withdraw:

CC to U6 (Bid by Proxy)

#### The Company will issue:

LOC on Schedule Visibility

#### Union will withdraw:

- U4 (Notice of Shift Change)
- U5 (Electronic Posting of Schedule within 7 days)
- U6 (In person Bids)

#### Parties will agree to:

MOU on Schedule Bid Process, as modified

#### PROPOSED LANGUAGE

CC to U7 Bidding while on Leave of Absence

ARTICLE 10 – HOURS OF WORK SECTION 5. WORK SCHEDULE

a) Schedule Bids - A minimum of two (2) schedule picks/bids per year will be conducted. A designated Shop Steward from the affected Affiliate will be present during the schedule bid process. The schedule bid will be posted a minimum of seven (7) days prior to the bid selection. An employee shall have the right to bid while on an approved Leave of Absence if he/she has submitted to the Company written notice with an exact date of return that is within thirty (30) calendar days of the effective date of the bid.

Upon ratification the Company will issue the attached Letter of Clarification regarding Schedule Visibility

Please see attached Memorandum of Understanding regarding Bid Process, as modified

Page 1 of 1  Company Proposal Provided to STCU	Tentative Agreement Date: 4/13/14
Date:	Company: Roll Clim
Time:	UH 737:
	IBT 385: M
•	UH 362: 27 75. (#
	TCU 1908: M. Mel
	UFCW 1625: Ullleany M. Jostole,
	IATSE 631: 72 / Lender
	1000110001



Date

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

RE: Letter of Clarification Regarding Posting Schedules

Dear Ed,

Pursuant to conversations during the 2014 STCU Main Table Negotiations, this correspondence documents the Company's clarification regarding posting schedules.

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

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

purty TA 613/14



#### SCHEDULE BIDS

#### Memorandum of Understanding

### 2014 Walt Disney Parks and Resorts U.S. And

#### Service Trades Council Union Agreement

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

During the course of the 2014 negotiations the Parties discussed Article 10, Section 5(a) regarding Union Schedule Bids. Specifically, the Parties agree to the following:

- The initial bid posting will include the telephone number Cast Members may call if they are not working on the day the bid occurs.
- Each Cast Member will be asked to complete a proxy form, which may be paper or electronic, to be used if the Cast Member chooses not to participate in an in-person bid appointment. Cast Members who are on the clock and have not declined an in-person bid appointment will be released to bid in-person.
- The proxy will include a place for the Cast Member to provide their current telephone number and an option to decline an in-person bid appointment.
- If the Cast Member has indicated on their proxy that they decline an in-person bid appointment and is not present at their appointment time, the bid will proceed with no further attempts to contact the Cast Member.
- Beginning with bids scheduled on or after 180 days from ratification of the 2014 Service Trades
  Council Union Agreement, the Company will make available bid proxy completion instructions
  in English, Spanish, Vietnamese and Haitian Creole. The Bid proxy form will be in English.

• Upon request, the Cast Member will be provided a copy of their submitted proxy form.

This Megacrandum of Understanding expires at the	he end_of the term <u>of</u> the 2014 Full Time STCU
Agreement.	0×1004 6/13/14
Edward K. Chambers Date	Donna-Lynne Dalton Date
Service Trades Council President	Service Trades Council Secretary Treasurer
United Food & Commercial Workers, Local 1625	International Brotherhood of Teamsters,
MALTE	Local 385
27D (1006)	67/3/14
Eric Clinton Date	Jeremy Cruz-Haicken Date
Service Trades Council Vice President	Service Trades Council Vice President
LENITE HERE! Local 362	UNITE HERE! Local 737
Brian J Lawlor Date	Joseph P. Condo Date
Service Trades Council Vice President	Service Trades Council Vice President
International Alliance of Theatrical Stage Employees,	Transportation Communications Union/IAM
Local 631	Lodge 1908
	•

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

(11-14)

#### The Company will accept:

- U22 (Coordinator Vacation) as modified below
- · U24 (CoT Vacation) as modified below
- MOU on Lost, Stolen and damaged ID's, as modified (\$15) (Attached)
- MOU on Access of Union Reps (Attached)
- MOU on EEO/Harassment Suspensions (Attached)
- MOU on Grievance Mediation (Attached)

#### The Company will issue:

- Letter of Intent regarding Coordinator Designees
- Letter of Intent regarding Article 12, Section 9 (d) CoT Discipline Refresh
- Letter of Intent regarding Statement Redaction & Viewing (Attached)

#### The Company will withdraw:

- C1 (Union Access to Orientation)
- C13 (Part Time Conversions)

#### The Union will accept:

- C5 (CoT Accountability)
- C10 (FT Monitoring), as modified below
  - o MOU on Regular Full Time Monitoring (Attached)
- C18 (Grievance Process), as modified below
  - o MOU on Monthly Grievance Meetings (Attached)
- C19 (Transfers)

#### The Union will withdraw:

- U3 (Guaranteed 40 hours)
- U21 (Coordinator Postings)
- U23 (Trainers)

#### PROPOSED LANGUAGE

#### CC to U22 - Coordinator Vacation

ARTICLE 12 - JOB CLASSIFICATIONS AND WAGE RATES SECTION 7. COORDINATORS

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

Page 1 of 10	
Company: Ros Lulm	Tentative Agreement Date/Time: 7/15/14 25/pm
UH 737	TCU 1908: Matt Keelt
IBT 385: // X/M	UFCW 1625: Vellegea M. Jerrow
-d 362: 27) (Htts	IATSE 631: Bun Sanlow
•	V /

### Main Table Company Package Proposal

June 4. 2014

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

#### Company Counter Package to Union Package Verbally Passed 6/4/14 @ 5:28 pm

#### The Company will accept:

U44 - Vacation Requests

#### The Company will Issue:

LOI - Accessibility to FMLA Bank

#### The Company will withdraw:

C16 – Vacation Accrual

#### The Union will withdraw:

- U34 View FMLA Bank
- U40 Maintain health and welfare benefits for terminated cast
- U41 Reinstated FMLA bank

#### PROPOSED LANGUAGE

U44 - Vacation Requests

**ARTICLE 21 - VACATION** 

SECTION 7. VACATION SCHEDULING

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

The Company shall not leave the request "pending" for longer than thirty (30) days from the date submitted.

A 16/14

Page 1	of 1				
Compa	ny Propo	sal Provided	d to S	STCU	
Date: _		2-4-1	14		
Time: _		7 ~		J-M	1
	•				

Tentative Agreement Date: 6/5/14
Company: Ato All
UH 737:
IBT 385:
UH 362: 27/5. (11/15)
TCU 1908: MA Males
UFCW 1625:
IATSE 631: The Loudy



- i. January through June qualifying period -> July through September Full Time hours probation.
- ii. July through December qualifying period -> January through March Full Time hours probation.
- e. Full Time employees who fail to qualify during the Full Time hours probationary period will be converted to a Casual Regular status and lose their Full Time status and benefit's eligibility.
- Memorandum of Understanding: Regular Full-Time Monitoring

#### Modified C18

ARTICLE 19 - GRIEVANCE PROCEDURE

#### SECTION 1. GRIEVANCES SETTLED ACCORDING TO PROCEDURE

The parties to this Agreement agree that any grievance arising out of the interpretation or application of the terms of this Agreement, with the exception of terminations, discipline based on the Company's policies of Equal Employment Opportunity and Harassment<sup>1</sup> and policy grievances which will be expedited to Step 3 2, shall be settled promptly in accordance with the following procedure:

#### SECTION 2. DEFINITIONS

- (a) <u>Grievance</u>: 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) <u>Time Limits</u>: The parties recognize that it is important that grievances be processed and resolved as rapidly 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) <u>Recording Devices</u>: The parties agree that no recording devices of any kind shall be permitted to be utilized during Step 1, 2, <u>or</u> 3, <u>or</u> 4 of the grievance procedure.
- (d) <u>Back-pay Awards</u>: 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.

<sup>1</sup> The Union may request a meeting with a representative of Employ of the 3 <sup>rd</sup> -or-4 <sup>th</sup> -step 2 <sup>nd</sup> or 3 <sup>rd</sup> step grievance meeting to facilitate ti	yee Relations prior to the 3 <sup>rd</sup> -step <u>2nd</u> grievance meeting or as part
Page 5 of 10	mory proceeding of the grievance.
Company: Arbon Clang	Tentative Agreement Date/Time: 7/5/14 25/pm
UH 737:	TCU 1908: Mat Hall5
IBT 385: M Shiple	UFCW 1625: Jellearm. Verrale
1362: 277), (1110	IATSE 631: Sunday

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

(f) Any employee, believing that he/she has suffered a grievance, may discuss the matter with his/her immediate Guest Service Manager prior to initiating the formal Grievance Procedure in SECTION 3. The employee may choose whether to discuss the matter with his/her Guest Service Manager with or without the assistance of his/her Union representative.

#### SECTION 3. GRIEVANCE PROCEDURE

<u>Step 1</u>. Any employee, believing that he/she has suffered a grievance, shall discuss the matter with his/her immediate Guest Service Manager. The employee may choose whether to discuss the matter with his/her Guest Service Manager with or without the assistance of his/her Union representative.

In order to be deemed timely, a grievance must be discussed by the employee with his/her immediate Guest Service Manager 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 employee must indicate that his/her discussion with the Guest Service Manager is a grievance. Failure to observe the aforementioned time limitation shall be deemed as a waiver and the grievance will be regarded as abandoned.

The immediate Guest-Service Manager shall give an oral reply within three (3) calendar days after submission of the grievance. If the immediate Guest-Service Manager fails to give an oral reply within the time limits provided, the revance may be appealed to the next Step of the grievance procedure.

Step 1 2. If the grievance shall not have been adjusted under Step 1 informally with the immediate Guest Service Manager, then within seven (7) calendar days after the reply given under Step 1, or after the date under which a reply should have been given under Step 1, 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, and shall be submitted to the employee's Area-Manager, who shall immediately forward copies to Labor Relations.

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 his/her designated representative shall meet within seven (7) calendar days after invocation of Step 12 in an attempt to settle the grievance. It shall be incumbent upon the Union Representative to request such meeting. The Area Manager or his/her 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.

with the the price to the track of the Strategies bigger	
Page 6 of 10	; ,
$l \cdot l \cdot l \cdot l$	71.du
Company: Noton Ulm	Tentative Agreement Date/Time: 7/15/14 25/pm
	$I I I \cdots I$
UH 737:	TCU 1908: Matt Hall
-IBT 385:	UFCW 1625: Lelean M. Grane
in God Call	The same of the sa
он 362:	IATSE 631: Dud Audov
·	
=	

Step 3

Step 2. If the grievance shall not have been adjusted under Step 2 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 his/her designee, Labor Relations Representative, and the employee's Union Business Representative or his/her 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 his/her designee with a written reply within five (5) calendar days after the parties have met. If the General Manager/Director or his/her 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 4. Step 3. If the grievance shall have been submitted but not adjusted under Step 3 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, 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 investigate, review, and if necessary, conduct a hearing of all outstanding grievances referred to it. 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 riewed within three (3) calendar days after it has met. If the Joint Standing Committee is unable to resolve a grievance perfore 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 4 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 5 Step 4.

Step 5

Step 4. If the grievance shall have been submitted but not adjusted under Step 4 Step 3, either party may within seven (7) calendar days after receipt of the written reply 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. The moving party shall be responsible for requesting the list from the Federal Mediation and Conciliation Service 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 Federal Mediation and Conciliation Service shall govern the selection of an Arbitrator and the conduct of the arbitration hearing. 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

Page 7 of 10	
Company: Bobl Clim	Tentative Agreement Date/Time: 7
UH 737:	TCU 1908: Medt Heller
IBT 385:	UFCW 1625: Villearem.
1362: 27/3.	IATSE 631: Mun Su
	,= // . /



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.

- . Memorandum of Understanding: Grievance Mediation
- Memorandum of Understanding: Monthly Grievance Meetings
- Letter of Intent: Statement Redaction & Viewing

Modified C19 - Transfers

**ARTICLE 14 - TRANSFERS** 

SECTION 1. TRANSFER PROCEDURES

(a) Casting

- (a 1) All Full Time vacancies shall be submitted to the Company's Casting Office. Employees interested in a transfer shall fill out the appropriate paperwork and may need to complete a personal interview. at the Casting Office. 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 may will be provided the opportunity to identify a minimum of two (2) areas of interest for transfer.
- (<u>b</u> 2) Upon receiving notice of a Full Time vacancy In filling Regular Full Time vacancies, the Company Casting Office shall identify and transfer the top senior employee who has completed the appropriate paperwork, met the criteria outlined in Section 2 or 3 below, and has identified the area of the vacancy as one of their two (2) preferences. Eligible applicants will be considered in the following order by seniority:
  - 1. All Regular Full Time employees from the same classification
  - 2. All Regular Part Time employees from the same classification and location for which the vacancy exists
  - 3. All Regular Part Time employees from the same classification
  - 4. All other Regular Full Time Service Trades Council Union (STCU) employees
  - 5. All other Regular Part Time STCU employees
  - (3) The Full Time vacancy will then be filled in accordance with Sections 2 or 3 as prescribed below.
- ( $\underline{c}$  4) Employees who have not updated their phone number with the Company's system of record will be bypassed after attempting to contact them.
- (<u>d</u> 5) Employees shall not be eligible for voluntary transfer until after six (6) months of <u>Regular</u> Full Time employment with the Company within the bargaining unit, excluding any probationary period recasting. Thereafter, employees shall be eligible for transfer based on the criteria listed below.

	1 1
Company: Noge Um	Tentative Agreement Date/Time: 7/15/14 25/pm
UH 737:	TCU 1908: Most bull
IBT 385:	UFCW 1625: Illean m. Vercore
url 362: 27D, Ctt	IATSE 631: Town Lawlow

#### ARTICLE 19 – GRIEVANCE PROCEDURE (MONTHLY REVIEW MEETINGS)

Memorandum of Understanding 2014 Walt Disney Parks and Resorts U.S.

And

Service Trades Council Union Agreement Regular Full Time and Regular Part Time

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

During the course of the 2014 negotiations the Parties discussed Article 19 - Grievance Procedure and the importance of providing an effective process for our Cast Members. The Parties agree to the following:

- Each affiliated union and a Labor Relations representative shall meet monthly to discuss and attempt to resolve grievances.
- Seven (7) days prior to the scheduled meeting, both parties will send to the other a list of grievances and any relevant information.

	~
This Memorandum of Understanding expires at Agreement.	the end of the term of the 2014 Full Time STCU
7/15/14	Mily Styl 7.15.14
Edward K. Chambers / Date	Mike Stapleton Date
Service Trades Council President	International Brotherhood of Teamsters,
United Food & Commercial Workers, Local 1625	Local 385
271) (# 7/15/14	7/18/14
Eric Clinton /Date	Jeremy Cruz-Haicken Date
Service Trades Council Vice President	Service Trades Council Vice President
UNITE/HERE! LAcal 362	UNITE HERE! Local 737
Mem Tuntor 7/15/14	Joseph Ciclo 7.15.14
Brian J. Lawlor / Date	Joseph P. Condo Date
Service Trades Council Vice President	Sérvice Trades Council Vice President
International Alliance of Theatrical Stage	Transportation Communications Union/IAM
Employees, Local 631	Lodge 1908
a. Rota - Mr. 0 7/15-141	

Date

J Robbin Almand

#### Date

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

RE: Letter of Intent: Statement Redaction & Viewing

Dear Ed,

Pursuant to discussions during the 2014 Service Trades Council Union Main Table Negotiations, this correspondence memorializes the Company's intent with regard to providing witness statements under Article 19 Grievance Procedure of the collective bargaining agreement.

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

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

In these instances, the Company will permit a Business Agent or officer of the union to review unredacted statements prior to a grievance meeting.

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

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

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

CC to Union Package Passed at 7/16/14 @ 4:15PM re: Union Leaves

#### PROPOSED LANGUAGE

**ARTICLE 17 - LEAVES OF ABSENCE** 

#### 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 his/her 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. No more than two (2) employees shall be granted Union leave from any division 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 thirty (30) sixty (60) employees shall be granted Union leave at any point. Further, the Company will consider requests for a greater number of leaves due to Service Trades Council Union 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 ith 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 his/her 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 his/her date of re-employment.

See attached Memorandum of Understanding re: Union Leaves

Page 1 of 1 Robert Company: Not Many	Tentative Agreement Date/Time: 7/17/14
UH 737:	TCU 1908: MA Holl
T 385:	UFCW 1625:
UH 362: 279	IATSE 631: Bulkantor
. 1001	
	/1a1

#### Main Table Company Package Proposal July 17, 2014

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

The Company agrees to withhold from the wages on each payroll week uniform weekly membership dues, initiation fees and/or service charges for each employee who signs and submits an authorization card. The Company shall forward such dues to the certified financial secretary or other properly designated official of the Union on or before the third week following the last week in the month in which the dues are deducted. The Company shall also forward an electronic check-off report which lists employee name, social security number, statused origin/department/location, and the amount of the deduction. The Union will give the Company a written statement no later than January 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.

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

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

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

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

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

Page 2 of 2 Company Proposal Provided to STCU	Tentative Agreement Date: 7/17/14
Date:	Company: Robbin alman
Time:	UH 737:
	IBT 385: Mark
	UH 362: 27%, Class
	TCU 1908:
	UFCW 1625: Lelloan M. Ville
•	IATSE 631: By Janley

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.

- . Memorandum of Understanding: Grievance Mediation
- . Memorandum of Understanding: Monthly Grievance Meetings
- Letter of Intent: Statement Redaction & Viewing

Modified C19 - Transfers
ARTICLE 14 - TRANSFERS

SECTION 1. TRANSFER PROCEDURES (a) Casting

- (a 1) All Full Time vacancies shall be submitted to the Company's Casting Office. Employees interested in a transfer shall fill out the appropriate paperwork and may need to complete a personal interview, at the Casting Office. 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 may will be provided the opportunity to identify a minimum of two (2) areas of interest for transfer.
- (<u>b</u> 2) Upon receiving notice of a Full Time vacancy In filling Regular Full Time vacancies, the Company Casting Office shall identify and transfer the top senior employee who has completed the appropriate paperwork, met the criteria outlined in Section 2 or 3 below, and has identified the area of the vacancy as one of their two (2) preferences. Eligible applicants will be considered in the following order by seniority:
  - 1. All Regular Full Time employees from the same classification
  - 2. All Regular Part Time employees from the same classification and location for which the vacancy exists
  - 3. All Regular Part Time employees from the same classification
  - 4. All other Regular Full Time Service Trades Council Union (STCU) employees
  - 5. All other Regular Part Time STCU employees
  - (3) The Full Time vacancy will then be filled in accordance with Sections 2 or 3 as prescribed below.
- ( $\underline{c}$  4) Employees who have not updated their phone number with the Company's system of record will be bypassed after attempting to contact them.
- $(\underline{d} \ 5)$  Employees shall not be eligible for voluntary transfer until after six (6) months of <u>Regular</u> Full Time employment with the Company within the bargaining unit, excluding any probationary period recasting. Thereafter, employees shall be eligible for transfer based on the criteria listed below.

Page 8 of 10

Company: Arguer Most Follo

Tentative Agreement Date/Time: 7/15/14 25/pm

TCU 1908: Most Follo

UFCW 1625: Ulllum M. Unocle

IATSE 631: Dum/ Aculow

**JULY 15, 2014** 

(e) Any employee who declines a transfer will be eligible to transfer again after six (6) months from the date the position is declined.

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

- (a) The Company agrees that in granting transfers to different locations and/or different job classifications, seniority shall prevail when candidates possess the following qualifications:
  - (1) Length of Service:
    - a) Six (6) months employment
    - b) Minimum of six (6) months in work location
  - (2) Dependability:
    - a) Employee's Record Card may have no more than five (5) attendance entries 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 a different job classification shall be placed upon a <a href="thirty">thirty</a> (30) forty-five (45) day qualifying period. If the Company determines during the <a href="thirty">thirty</a> (30) forty-five (45) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the <a href="thirty">thirty</a> (30) forty-five (45) days, days, will return the employee to his/her prior job classification and location. If the Company initiates the return der this section, and the employee shall be immediately eligible to transfer again.

#### SECTION 3. TRANSFERS TO NEW PROPERTY/ATTRACTION OPENINGS

- (a) The parties agree that in granting transfers to different locations and/or different job classifications in the opening of a new resort property or attraction, the following guidelines shall apply:
  - (1) Minimum of six (6) months employment;
  - (2) Employee's Record Card may have no more than four (4) attendance entries 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 a different job classification shall be placed upon a thirty (30) day qualifying period. If the Company determines during the thirty (30) day qualifying period that the employee's performance is not satisfactory,

Page 9 of 10	
Company: Nobellugs	Tentative Agreement Date/Time: 7 15 14 251 pu
UH 737:	TCU 1908: Mout Holes
IBT 385:	UFCW 1625: Vellegar M. UNOLL
, 362: <u>27</u> ). (H	IATSE 631: Bun Kandon
•	0 1

the Company will return the employee to his/her prior job classification and <u>location and the employee shall be immediately eligible to transfer again</u>.

#### SECTION 4. GRIEVANCE PROCEDURE

Any dispute regarding the administration of these provisions shall be subject to the grievance procedure.

#### SECTION 5. TRANSFER TO PART TIME STCU

Employees transferring to a Part Time STCU status in a different job classification shall be placed upon a thirty (30) day qualifying period. If the Company determines during the thirty (30) day qualifying period that the employee's performance is not satisfactory or if the employee requests a return within thirty (30) days, the Company will return the employee to his/her prior job classification, Full Time status, and seniority.

#### Please see attached Documentation

- Memorandum of Understanding: Regular Full Time Monitoring
- . Memorandum of Understanding: Lost, Stolen and damaged ID's, as modified
- Memorandum of Understanding: Access of Union Reps
- Memorandum of Understanding: EEO/Harassment Suspensions
- Memorandum of Understanding: Grievance Mediation
- Memorandum of Understanding: Monthly Grievance Meetings
- . Letter of Intent: Statement Redaction & Viewing
- Letter of Intent regarding Coordinator designations
- Letter of Intent regarding Article 12, Section 9 (d) CoT Discipline Refresh

Page 10 of 10	. 1
Company: Not Clinish	Tentative Agreement Date/Time: 7/5/14 25/pm
UH 737:	TCU 1908: Matt Helle
IBT 385: 85 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	UFCW 1625: Jelleare M. Venuer
-d 362: 27D. CHA	IATSE 631: Bun Laulon

#### Main Table Company Proposal May 28, 2014

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

Company Counter to 2014 STCU FT Negotiations - Union Proposal - May 28, 2014 (5:30pm)

The Union will Withdraw:

- U35 Union Representation (Steward of Choice/waiver)
- U36 Language Assistance
- U37 Suspension Notification
- U38 Discipline
- U39 Discharge Notification

If the Company will Withdraw:

- Counter to Union 35 Union Representation (upon request)
- Company 8 Call Sick Free Days

If the Union accepts the Company's Modified Company Proposal # 9

ARTICLE 18 - DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE

#### SECTION 8. ABSENTEEISM AND TARDINESS STANDARD

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

Page 1	of 1		•		
Comp	any Pro	posa	l Provid	led to	STCU
Date:	May	28	2014		
Time:	_46	OP	M		

Tentative Agree	ement Date:	May	28,2014
Company:	BRM	— Qu	ni
UH 737:	del		
IBT 385:	John	1010	
UH 362: 5	1862	10	
TCU 1908:	R. Sh	4/	
UFCW 1625:	liliare	mile	rele
IATSE 631:	) <u> </u>	Li	
7.	N []	μι <u>ς</u>	

June 4, 2014

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

RE: Letter of Intent Regarding Cast Member Access to Family Medical Leave Bank

Dear Ed,

Pursuant to conversations during the STCU Main Table Negotiations, this correspondence documents the Company's intent to continue to research the feasibility of providing Cast Member visibility of their individual Family Medical Leave through the Company's Intranet site.

Until such time as such visibility is available, Cast Members can request updated information on their available Family Medical Leave from either their leader or the Walt Disney World Time Team.

Sincerely,

6. Robbin Almand

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

CC:

International Alliance of Theatrical Stage Employees Local 631

International Brotherhood of Teamsters Local 385

Transportation and Communications International union Local 1908

UNITE HEREI Local 362

UNITE HERE! Local 737

United Food and Commercial Workers, Local 1625

C5 (CoT Accountability)

#### SECTION 9. COORDINATORS OF TRAINING

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

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

- (1) Minimum of four (4) months relevant Disney experience
- (2) Skills to be considered: performance, experience, technical skills, initiative, team work, dependability, and communication skills
- (3) In the event candidates are deemed to have equal qualifications, seniority shall be the determining factor.
- (b) All Full Time openings shall be submitted to the Company's Casting Office. Employees interested in a transfer shall apply at Casting and submit an advanced Personnel Inventory and résumé. Full Time openings will be filled in accordance with Article 14, Section 1, except that postings will be done as needed, and Casting will consider the top en (15) senior employees. The following factors will be taken into consideration with respect to filling Full Time ordinator of Training positions: seniority, skills, ability, and dependability. Employees interested in the openings must meet the following minimum qualifications:
  - (1) Length of Service:

     a) Six (6) months STCU seniority.

     (2) Essential qualifications as determined through record card notations, advanced Personnel Inventory and résumé, and a computer competency assessment.
     (3) Dependability:

     a) Employee's record card may have no more than four (4) attendance entries within the last six (6) months (not including early shift releases or authorized days off).
     b) No more than one (1) reprimand within the last six (6) months.
  - (4) Skill and Abilities:
    - a) Demonstrated skills and abilities necessary to perform the specific job, including teamwork and communication skills as determined through a personal interview.

(c) Employees new to the CoT role will be placed on a one hundred twenty (120) day one hundred eighty (180) day qualifying period. If the Company determines during the one hundred twenty (120) day one hundred eighty (180)

	, , , , , , , , , , , , , , , , , , , ,
Page 2 of 10	
Company: Nob / Mmal	Tentative Agreement Date/Time: 7/15/14 25/pm
UH 737:	TCU 1908: Mast /kells
IBT 385:	UFCW 1625: Jeleuaum. Veneu
, 362: 27/3	IATSE 631: Policy Lawford
	- John Janes

**JULY 15, 2014** 

<u>day</u> qualifying period that the employee's performance is not satisfactory or if the employee requests a return within the ene hundred twenty (120) days <u>one hundred eighty (180) day</u>, the Company will return the employee to his/her prior job classification and location and the employee shall be immediately eligible to transfer again.

(d) Employees in the CoT role who <u>in a rolling twelve (12) month period</u> receive two (2) reprimands <u>in accordance with Article 18, Section 6(b) or any three (3) reprimands for any disciplinary reason, with the exception of Attendance and/or Clock In/Out policy violations, in a rolling twelve (12) month period will be returned to his/her prior job classification. If the employee's prior job classification was a CoT, he/she will be returned to the job classification held prior to the CoT role.</u>

CC to U24 - CoT Vacation

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

- Letter of Intent regarding Coordinator designations
- Letter of Intent regarding Article 12, Section 9 (d) CoT Discipline Refresh

Modified C10

ARTICLE 13 - SENIORITY AND WORK STATUS

SECTION 5. WORK STATUS AND UTILIZATION OF FULL TIME AND CASUAL EMPLOYEES

- (a) Regular Full Time Employees Regular Full Time tipped and non-tipped employees assigned to an tablished job on a Regular regular Full Time basis customarily will work thirty (30) hours per week or more, on an .1going basis. For the purpose of calculation, hours worked shall include paid benefit time. All approved leaves of absence (including, but not limited to medical, disability, Workers' Compensation and Union business leaves) shall be excluded from the calculation. The Company agrees to notify employees who are trending below the minimum number of hours.
  - (1) The following will be the administrative process for monitoring continued eligibility of <u>Regular</u> Full Time employees for Disney Full Time benefits.
    - a. Regular Full Time employees must work the appropriate number of hours to average at least 30 hours per week during the monitoring period. The monitoring period shall be a full twelve (12) month period as designated by the Company and the appropriate number of hours to be worked is 1560 hours. During the life of the Agreement, the Company will meet with the Union to discuss any changes in the established twelve (12) month monitoring period at least sixty (60) days in advance of such changes going into effect. Regular Full Time employees will be notified of the monitoring period in writing.
    - b. For the purpose of calculation, hours worked shall include paid benefit time.

Page 3 of 10	, 1
Company: No Down Cling!	Tentative Agreement Date/Time: 7/15/14 251pm
UH 737:	TCU 1908: Mat Hello
IBT 385:	UFCW 1625: Ally arom. Venue
JH 362: 277) (1	IATSE 631: Dua Laulov
, , ,	

#### LOST, STOLEN, OR DAMAGED IDENTIFICATION (ID) CARDS

Memorandum of Understanding 2014 Walt Disney Parks and Resorts U.S.

And

Service Trades Council Union Agreement Regular Full Time and Regular Part Time

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

During the course of the 2014 negotiations the Parties have agreed to renew the September 15, 2010 (previously dated March 14, 2007) understanding regarding the replacement of lost, stolen or damaged identification cards. In that regard, the Parties agree to the following:

- > If a Cast Member's ID card is lost, stolen or damaged, the replacement costs will be reduced to \$15.00 dollars, with the understanding that future costs could go up or down depending on any price changes associated with processing a replacement card.
- If a police report is presented that reflects the Cast Member's ID card was stolen there will not be any costs for a replacement ID card and there will not be any notations placed on the Cast Member's record card. However, the Cast Member will have to adhere to the time lines established under Article 18, Section 9, of the Service Trades Council Union Agreement.

This Memorandum of Understanding expires at the	ne end of the term of the 2014 Full Time STCU
Agreement. 7/15/14	Will Shipled 7. 15, 14
Edward K. Chambers Date	Mike Stapleton Date
Service Trades Council President	International Brotherhood of Teamsters,
United Food & Commercial Workers, Local 1625	Local 385
27). (HA 7/15/14	J/15/14
Eric Clinton Date	Jeremy Cruz-Haicken Date
Service Trades Council Vice President	Service Trades Council Vice President
UNITE HERE! Local 362	UNITE HERE! Local 737
18ul Landor 7/15/H	Joseph Tuck 7.15-14
Brian J. Lawlor / Date	Joseph P. Condo Date
Service Trades Council Vice President	Service Trades Council Vice President
International Alliance of Theatrical Stage Employees,	Transportation Communications Union/IAM
Local 631	Lodge 1908
1 /1 /1	-

#### ACCESS OF UNION REPRESENTATIVES

#### Memorandum of Understanding

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

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

During the course of the 2014 negotiations the Parties agree to renew our September 15, 2010 (previously dated April 4, 2007) understanding regarding Access of Union Representatives.

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

·	
This Memorandum of Understanding expires at	the end of the term of the 2014 Full Time STCH
Agreement.	and the state of the Political Line D100
	11/4/-
_ (d ///5/14	Make Styrky 7.15,14
Edward K. Chambers Date	Mike Stapleton Date
Service Trades Council President	International Brotherhood of Teamsters,
United Food & Commercial Workers, Local 1625	Local 385
977 1 HA 211	
7/J.WW 7/15/14	7/15/14
Eric Clinton Date	Jeremy Cruz-Haicken Date
Service-Trades Council Vice President	Service Trades Council Vice President
UNITE HERE! Aocal 362	UNITE HERE! Local 737
Physical Society of the	
VOlul / Sander //15/14	Joseph 1. Code 1.15.19
Brian J. Lawlow / Date /	Jøseph P. Condo Date
Service Trades Council Vice President	Service Trades Council Vice President
International Alliance of Theatrical Stage	Transportation Communications Union/IAM
Employees, Local 631	Lodge 1908
-	

I/Robbin Almand



#### EQUAL EMPLOYMENT OPPORTUNITY AND HARASSMENT POLICY INVESTIGATION PAY

#### Memorandum of Understanding

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

This Memorandum of Understanding is between Walt Disney Parks and Resorts U.S. ("Company"), and the Service Trades Council Union ("Council"), collectively referred to as "the Parties." Reference Article 18 – DISCIPLINE, STANDARDS OF CONDUCT AND DISCHARGE; Section 5 – Disciplinary/Investigatory Suspension extends beyond two (2) weeks.

During the course of the 2014 negotiations, the Parties agree to renew our September 7, 2010 understanding regarding the manner by which the Company intends to address the issue of pay for Equal Employment Opportunity and Harassment Policy Investigations:

When an employee is suspended as a result of a Company Equal Employment Opportunity and Harassment Policy Investigation, he/she shall be paid on a weekly basis starting with the first day of suspension, until such time that the investigation is complete and an employment decision is administered by the Company.

		4	
This Memorandum of Understand	ding expires at t	he end of the term of the 2014	Full Time STCU
Agreement.	/15/LY	Wile Shyles	7.15,14
Edward K. Chambers	Date'	Mike Stapleton	Date
Service Trades Council President		International Brotherhood of	l'eamsters,
United Foody & Commercial Worker	rs, Local 1625	Local 385	
97) (AAA	2/15/14	Mil.	7/15/14
Eric Clinton	Date	Jeremy Čruz-Haicken	Date
Service Trades Council Vice Presid	ent	Service Trades Council Vice I	President
UNITE HERENLocal 362		UNITE HERE! Local 737	
10 um/ Landor 1	1/15/14	Joseph Rendo	1 7-15-14
Brian J. Lawlor	Date	Joseph P. Condo	Date /
Service Trades Council Vice Presid	ent	Service Trades Council Vice	President
International Alliance of Theatrical	Stage	Transportation Communication	ns Union/IAM
Employees, Local 631	•	Lodge 1908	
	7/ .	-	

#### ARTICLE 19 - GRIEVANCE PROCEDURE / MEDIATION

#### Memorandum of Understanding

## 2014 Walt Disney Parks and Resorts U.S. And Service Trades Council Union Agreement

#### Service Trades Council Union Agreement Full Time

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

During the course of the 2014 negotiations, the Parties agree to renew our September 8, 2010 understanding regarding the use of non-binding mediation in an attempt to resolve grievances prior to an arbitration hearing. The following outlines the Parties' agreement as to the mediation process:

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

This Memorandum of Understanding expires at the Agreement.	ne end of the term of the 2014 Full Time STCU
7/15/14	Mily Start 7.15.14
Edward K. Chambers / Date	Mike Stapleton Date
Service Trades Council President	International Brotherhood of Teamsters,
United Food & Commercial Workers, Local 1625	Local 385
577) HA 7/15/14	2/5/14
Eric Clinton Date	Jeromy Cruz-Haieken Date
Service Trades Council Vice President	Service Trades Council Vice President
UNITE HERE! Local 362	UNITE HERE! Local 737
Mul Tanter 1/1/14	long ( Cordo 7.15.14
Brian J. Lawlor Date	Jøseph P. Condo Date
Service Trades Council Vice President	Service Trades Council Vice President
International Alliance of Theatrical Stage Employees,	Transportation Communications Union/IAM
Local 631	
0011/11/11/11	Lodge 1908

#### SUBCONTRACTING

### Memorandum of Understanding 2014 Walt Disney Parks and Resorts U.S.

#### And

#### Service Trades Council Union Agreement Full Time

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

During the course of the 2014 negotiations, the Parties agree to renew our September 2, 2010 (previously dated May 4, 2007) understanding regarding Subcontracting and the manner by which the Company intends to address the issue of subcontracting work:

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

This Memorandum of Understanding expires at the	he end of the term of the 2014 Full Time STCU
Agreement. 7/17/14	0-4 (Dalta 7/17/14
Edward K. Chambers Date	Donna-Lynne Dalton Date
Service Trades Council President	Service Trades Council Secretary Treasurer
United Food & Commercial Workers, Local 1625	International Brotherhood of Teamsters,
975 Atta 7/17/14	Local 385
Eric Clinton Date	Jeremy Cruz-Haieken Date
Service Trades Council Vice President	Service Trades Council Vice President
UNITE HERE! Local 362	UNITE HERE! Local 737
18/1/Sailer 7/17/14	Jorgh A. Tondo 7-17-14
Brian J. Lawlor Date	/Joseph P. Condo Date
Service Trades Council Vice President	Service Trades Council Vice President
International Alliance of Theatrical Stage Employees,	Transportation Communications Union/IAM
Local 631	Lodge 1908

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

(29) Pag

Page 1 of 1