

Memorandum of Understanding
2021 Walt Disney Parks & Resorts U.S.
And
Service Trades Council Union
Mandatory COVID-19 Vaccinations

This Memorandum of Understanding (“MOU”) is between Walt Disney Parks and Resorts U.S. (“Company”), and the Service Trades Council Union (“Union”), collectively referred to as the “Parties” with respect to the 2017 Full Time and Part Time Agreements between the Parties (“Agreements”) regarding the Company’s implementation of mandatory COVID-19 vaccinations for certain positions covered under the Agreements.

Based on the recommendations of scientists, local, state and federal health officials and the Company’s own medical professionals that COVID-19 vaccines provide the best protection against severe COVID-19 infection, the Company will require all active Employees whose duties include working on-site to be fully vaccinated by October 22, 2021. “Fully vaccinated” is defined as someone who is at least two (2) weeks past the completion of their COVID-19 vaccination schedule of a Federal Drug Administration (FDA) authorized vaccine. This currently means two (2) weeks after the second Pfizer or Moderna vaccine, or two (2) weeks after the single shot Johnson & Johnson vaccine.

1. Employees will be notified of the new requirement and must provide verification of their COVID-19 vaccination by October 22, 2021.
2. The Company has established a process to address requests for an accommodation related to the required COVID 19 vaccination due to a disability or medical condition or a sincerely held religious belief, practice or observance.
 - Requests for accommodation related to the COVID-19 vaccinations will be promptly processed. If a decision regarding qualification for an accommodation remains pending beyond fourteen days from when all required documents are received, upon request of the employee, the Company will promptly schedule a meeting with the employee, Union, Labor Relations and a representative of the accommodations team to discuss the status of the request.
 - The Parties will discuss updates on the Covid-19 Accommodation Request process during the established weekly safety meetings
 - Employees who are denied a request for a reasonable accommodation related to the required COVID 19 vaccination will be provided the reason for such denial as part of the interactive process.
 - The parties agree to expedite any grievances related to COVID 19 vaccinations filed in accordance with the grievance procedures of the Agreements.
3. Requests related to medical reasons will need to be accompanied by a note from the employee’s medical provider confirming the existence of a disability or medical condition, the duration and resulting limitations and information about how those limitations prevent the employee from receiving the COVID-19 vaccination. The Company reserves the right to discuss the request with the employee’s doctor if the documentation provided is not sufficient to evaluate the accommodation request.
4. For requests related to a religious accommodation, the employee will need to explain the nature of the religious belief, practice or observance and how it prevents the employee from receiving a COVID-19 vaccination. The Company reserves the right to discuss the nature of the religious belief, practice or observance with the employee’s religion’s spiritual leader or another third party who is aware of the employee’s religious belief, practice or observation.

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5. The Company will engage in a flexible interactive process with the employee to understand their circumstances, and determine whether there are reasonable accommodations in their current role on a case-by-case basis. Reasonable accommodations could include face coverings, other additional safety protocols, or alternative open roles, but these determinations will be made based on the employee's specific circumstances.
 - Once qualified for an accommodation every effort will be made to reasonably accommodate an employee in their current role or classification
 - Employees who are unable to be accommodated in their current role or classification will be notified of vacant available positions for which they are qualified.
 - An employee will not automatically be terminated for exceeding the maximum leave available due to being placed on leave pending placement in a vacant position based on an approved accommodation related to COVID-19 vaccination.
6. Upon notification to their leader, an attendance incident due to an employee's call sick due to immediate side effects of the COVID-19 vaccine will be waived.
7. Any Employee that does not comply with the Company Policy on Mandatory COVID-19 Vaccination shall retain a positive rehire status.
8. The parties agree to meet within 30 days of execution of this MOU to discuss the overall accommodation process including considerations for improving the placement process.

Unless specified above, the terms and conditions of the Agreement will remain intact and unchanged.

This Memorandum of Understanding is non-precedent setting and shall not be used as an interpretation of the Agreement.

Signed:



Christie Sutherland
Director Labor Relations

Signed:

8/23/21 Matt Hollis 8/23/2021
Date Matt Hollis Date
President Service Trades Council Union