

**COVID 19 Furloughs – Recall Process  
Memorandum of Understanding  
Walt Disney Parks & Resorts U.S.**

**And**

**Teamsters Automotive, Industrial, Theme Park, Service Sector, and Allied Workers, Local No. 495,  
Affiliated with the International Brotherhood of Teamsters,  
Service Employees International Union – United Service Workers West,  
Bakery, Confectionary, Tobacco Workers and Grainmillers Union, Local No. 83, and  
United Food and Commercial Workers Union, Local No. 324**

This Memorandum of Understanding (“MOU”) is between Walt Disney Parks and Resorts U.S. (“Company”), and the Teamsters Automotive, Industrial, Theme Park, Service Sector, and Allied Workers, Local No. 495, Affiliated with the International Brotherhood of Teamsters (“Teamsters Local 495”), Service Employees International Union – United Service Workers West (“SEIU-USWW”), Bakery, Confectionary, Tobacco Workers and Grainmillers Union, Local No. 83 (“BCTGM”), and United Food and Commercial Workers Union, Local No. 324 (“Union”), collectively referred to as the “Parties” with respect to the 2018 Disneyland Park and Disney California Adventure Master Services Agreements (“Agreements”).

As a result of legal mandates and guidance issued by federal, state and local authorities, the Company was required to close Disneyland Resort and other associated work sites where employees represented by the Union are employed on March 14, 2020.

The Company intends to re-open the Disneyland Resort and other associated work sites in phases. The purpose of this memorandum is to establish the process by which employees will be recalled to work for the phased re-openings.

1. General Recall Process

- A. Recall will be by location/scheduling group starting with the most senior full-time employee in classification, job knowledge and other skill and ability where necessary. If positions remain after location/scheduling group, recall will be by personnel area and then classification seniority.
- B. When the Company is ready to begin calling employees to be recalled to work under this Memorandum of Understanding, the Company shall notify the Unions signatory to this Memorandum of Understanding as soon as practicable of the earliest date on which each employee is expected to receive a telephone call from the Company to notify him/her of recall.

Employees, in order of the mutually agreed seniority list, will be notified of recall by telephone with a report date of no less than seven (7) days from the telephone call. Employees will be given the option to complete a Return to Work Acknowledgement Form on The Hub, or to receive a telephone call to discuss recall.

If the employee acknowledges their return to work on The Hub, they will be informed of their effective date of return and how to view their schedule. If an employee does not acknowledge

their return to work on The Hub, they will receive a follow up telephone call from the Company informing them of their recall no less than forty five (45) minutes from the time of the initial telephone call.

If an employee deems they are unable to return to work due to their own health concern or the health concern of a dependent or household member, they will remain on furlough if there are additional employees available for the required role, and will remain eligible for recall.

If an employee calls the Company within three (3) days after the Company's second attempt to reach that employee, the employee will be provided any available schedule that remains unfilled at the time of the employee's call.

If the Company is unable to get in contact with the employee through the means outlined within this section, the employee will be placed at the bottom of their classification seniority list for future recall.

Once the agreed upon full time seniority list is exhausted for a classification, part time (Casual Regular) employees from the same classification will be recalled in the same manner as detailed above.

Once the mutually agreed upon full-time and part-time (CR) seniority lists are exhausted for a required role, employees from the part-time list will be recalled in reverse seniority order, followed by the full-time list in reverse seniority order while scheduling opportunities exist. An employee unable to return to work when recalled at the time the seniority list is exhausted for their classification, due to their own health condition or the health condition of a dependent or due to other conditions of vulnerability shall not remain on furlough but may request leave through the established processes.

The Company will not resume the Disneyland Resort College Program for any classifications within the Agreements in which all Regular Full-Time and existing Casual Regular employees have not been recalled during the furlough period.

Employees named in the Casual Regular (CR) 20 Health & Welfare Benefits MOU will be recalled at the same time as Regular Full-Time employees in their respective classification.

2. Miscellaneous:

- A. If the Company notifies an employee of the need for self-isolation due to business related exposure to COVID-19, the employee will receive pay for missed shifts during the Company mandated isolation for up to two-consecutive weeks. No attendance infractions will be incurred for these missed shifts.
- B. Effective July 5, 2020 through December 31, 2020, an employee not on furlough who has a confirmed diagnosis of COVID-19 by an appropriate medical entity and provides sufficient medical documentation to the Company will be paid up to 80 hours of sick pay for missed shifts during two consecutive weeks.

- C. Labor Relations will notify the Union within forty-eight (48) hours of Health Services receiving notification of a confirmed COVID-19 case. Such notice will include the employee's work location and last day worked.
- D. Due to the uncertainties existing at this time, the Parties agree to meet, if necessary, to address and remedy any unforeseen staffing challenges that arise while executing the recall processes prescribed herein. The Parties also agree to meet, as necessary, to discuss any additional employee impacts not addressed herein related to the resumption of business operations.
- E. Effective upon the first return to work shift and until further notice, employees will be required to complete a Health Screening Checklist (including taking their temperature), for symptoms related to COVID-19, prior to reporting to work. The Company will provide an employee with a thermometer upon request.

The parties agree for the period July 5, 2020 through September 1, 2020 that if an employee is unable to report for their shift based on their Health Screening Checklist, no attendance occurrence will be issued.

- F. Until further notice, employees will undergo a secondary temperature check with a contactless thermometer upon arrival at the employee's location or at a designated central location.

Employees must confirm they performed their pre-arrival health screening.

A leader or other person designated by the Company will check the employee's temperature. If the employee's temperature is below 100.4 degrees Fahrenheit, they may work. If the employee's temperature is at or above 100.4 degrees Fahrenheit, the employee will be provided a cool down period during which time the employee will be paid and then have their temperature rechecked. If the employee's temperature remains at or above 100.4 degrees Fahrenheit they will be sent home and paid per Section 16, Report Pay, of the Agreements. Upon request, an employee will be shown their temperature reading.

- G. The Company has implemented a number of health and safety measures for employees at work, such as increasing the frequency of cleaning in work areas, adjusting practices to promote physical distancing and emphasizing a strong culture of health and safety amongst employees. The Company will continue to evaluate and evolve these measures in consideration of the latest official guidance and governmental requirements.
- H. This does not preclude the Company and an individual affiliate from reaching an alternative recall order by classification/job knowledge/area which is mutually beneficial.
- I. All existing approved time off/vacation requests will be honored.
- J. At the request of the Unions, a shop steward meeting will be convened and there shall be discussion of ongoing safety agenda items – any matters concerning the common health and safety of the parties, as well as the promotion of safe, hygienic, and clean conditions within the workplace(s) and venues during the life of this MOU. Based on submitted agenda items, the Company and the Unions may mutually agree to expand the meeting length to facilitate discussion of these matters.

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

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

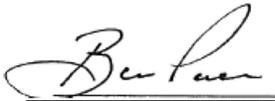
This Memorandum of Understanding expires upon conclusion of the recall process. Sections 2.B. and 2.E. of this Memorandum of Understanding shall not expire prior to the expiration dates indicated in those sections. The Company will provide at least fifteen (15) calendar days notice to the Unions of the recall process conclusion date.

The Union acknowledges receipt of the Company's health and safety measures. The parties agree to ongoing discussions regarding health and safety measures including the Union's proposals for COVID-19 testing and paid time off when advised to self-quarantine by a medical professional.

The Parties agree that if a more favorable term is reached in a recall process agreement with another bargaining unit at the Disneyland Resort in Anaheim, California after the execution of this MOU, such terms shall apply to employees recognized under the Agreements as represented by the Union. This term extends only to terms in place during the life of this MOU.

[SIGNATURE PAGE TO FOLLOW]

Signed:



6/23/2020

Bill Pace  
Director, Labor Relations  
Disney Parks & Resorts, US, Inc.

Date

Signed:



6/23/2020

Victoria Pearce  
Senior Manager, Labor Relations  
Disney Parks & Resorts, US, Inc.

Date

Signed:

Jim Lennox  
Business Agent  
Teamsters Local 495

Date

Signed:

Mark Sharwood  
Vice President  
SEIU-USWW

Date

Signed:

Andrea Zinder  
President  
UFCW

Date

Signed:

Karrie Setters  
Financial Secretary/Treasurer  
BCTGM

Date





Signed:

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Bill Pace Date  
Director, Labor Relations  
Disney Parks & Resorts, US, Inc.

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Victoria Pearce Date  
Senior Manager, Labor Relations  
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Director, Labor Relations  
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Victoria Pearce Date  
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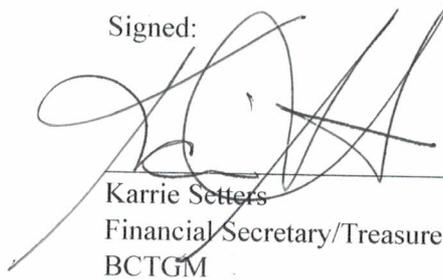
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\_\_\_\_\_  
Mark Sharwood Date  
Vice President  
SEIU-USWW

Signed:

\_\_\_\_\_  
Andrea Zinder Date  
President  
UFCW

Signed:

  
\_\_\_\_\_  
Karrie Setters Date  
Financial Secretary/Treasurer  
BCTGM  
10/22/2020