

**COVID 19 Workforce Reductions
Memorandum of Understanding
2020 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, and any successor 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.

On September 29, 2020, the Company notified the Union that due to ongoing impacts to our business from the pandemic, the Company will eliminate positions governed by the Agreements as follows:

BCTGM: 51 full-time and 56 part-time positions

SEIU: 624 full-time, 736 part-time, and 3 Casual Temporary positions

Teamsters 495: 1,433 part-time and 10 Casual Temporary positions

UFCW: 760 part-time and 22 Casual Temporary positions

Effective November 1, 2020, impacted employees will be notified of layoff and placed on a 60-day statutory WARN notice period prior to their separation date on December 31, 2020.

The Parties agree that the Company will contact by telephone each eligible employee, as identified by mutual agreement of the Parties on or before October 18, 2020, to provide the option to exercise their seniority under Section 20.A.9 and 10 of the Disneyland Park Master Services Agreement or Sections 20.A.8 and 35 of the Disney California Adventure Park Master Services Agreement. In order to exercise their option, each employee must notify the Company of their decision no later than October 22, 2020. The final list of impacted employees will be agreed upon by the Parties no later than October 23, 2020.

Layoff Recall Rights

During the twelve (12) months following lay off, the Company will contact employees for recall based on business need from the final agreed upon list of impacted employees in seniority order by classification. In order to accept a position based on recall, employees must be available to resume employment within two (2) weeks of contact. Once an employee declines an offer from the Company for recall, that employee forfeits recall rights.

During the twelve (12) months following lay off, the Company will contact employees for recall by email. Each employee must provide a valid email address and/or telephone number. If the Company has not been

**COVID 19 Workforce Reductions
Memorandum of Understanding
2020 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**

provided a valid email address or does not receive a response to the recall email within twenty-four (24) hours, then the Company will reach out to the employee by telephone. The Company will notify the Union in writing each time a recall will take place. The Company will provide a list of names and classifications to which the employees will return to the Union as soon as practicable prior to calling/emailing the employees.

In order to accept recall, an employee must respond no later than five (5) days from the date of the Company's email and/or telephone call.

In light of the extraordinary circumstances created by the COVID-19 pandemic, the Union and the Company agree to extended recall and seniority rights as described below if layoff extends beyond twelve (12) months. These extended recall and seniority rights shall expire December 31, 2022. These extended recall and seniority rights shall not set precedent of any kind.

In the event a layoff extends beyond 12 months, the employee must proactively contact the Company and let them know they are available for their previous classification. Employees are required to provide a valid email address and/or telephone number. Once an employee initiates contact, the Company will contact the employee by email no more than every 60 days to confirm their continued interest in recall to their former classification. If a position within the classification becomes available due to business need during the extended recall period, employees subject to extended recall will be offered the position by seniority via email or telephone call. An employee who declines a job offer to return to their former classification, or who fails to respond to the email or telephone call within five (5) calendar days, will forfeit their rights to recall. Employees offered a position based on extended recall will be required to complete any pre-employment requirements (e.g. background check, drug test, post-offer employment testing, etc.). Employees recalled under extended recall rights will retain and accumulate seniority and Company longevity.

For the duration of this MOU the Company shall not hire new employees into a job classification until all employees from the same classification have been provided the opportunity to be recalled from layoff. In the event the Company has determined that there are no employees to be recalled to a classification, the Company will notify the Union of the intent to post for the open position.

This Memorandum of Understanding is non-precedent setting and shall not be used as an interpretation of the Agreements. Unless specified, nothing herein is intended to alter or amend the Agreements.

This MOU expires December 31, 2022.

**COVID 19 Workforce Reductions
Memorandum of Understanding
2020 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**

Signed:



10/19/2020

Bill Pace

Date

Director, Labor Relations

Disney Parks & Resorts, US, Inc.

Signed:



10/19/2020

Victoria Pearce

Date

Sr. Manager, Labor Relations

Disney Parks & Resorts, US, Inc.

Signed:

Jim Lennox

Date

Business Agent

Teamsters Local 495

Signed:

Mark Sharwood

Date

Vice President

SEIU-USWW

Signed:

Andrea Zinder

Date

President

UFCW

Signed:

Karrie Setters

Date

Financial Secretary/Treasurer

BCTGM

COVID 19 Workforce Reductions
Memorandum of Understanding
2020 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

Signed:

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

Signed:

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

Signed:

Signed:

Jim Lennox 10/19/20
Jim Lennox Date
Business Agent
Teamsters Local 495

Mark Sharwood 10/19/20
Mark Sharwood Date
Vice President
SEIU-USWW

Signed:

Signed:

Andrea Zinder 10-19-20
Andrea Zinder Date
President
UFCW

Karrie Setters 10/19/20
Karrie Setters Date
Financial Secretary/Treasurer
BCTGM