

**IBT ADDENDUM AGREEMENT  
TO THE AGREEMENT BETWEEN  
WALT DISNEY PARKS AND RESORTS U.S.  
AND THE  
SERVICE TRADES COUNCIL UNION**

**Effective October 3, 2010 – March 29, 2014**

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**WALT DISNEY WORLD**  
**CHARACTER DEPARTMENT ADDENDUM**

This Addendum is entered into by and between Teamsters Local 385 (“Union”) on the one hand, and Walt Disney World **Parks and Resorts U.S.** (“Company”), on the other hand, as a supplement to the collective bargaining agreement between the Service Trades Council Union (STCU) and the Walt Disney World **Parks and Resorts U.S.** (“Agreement”). Only those provisions specifically set forth below shall have application to cast members working under this Addendum.

The parties agree that this Addendum shall exclusively apply to the WALT DISNEY WORLD Character Department cast members.

**INTERPRETATION** The parties hereto may interpret, alter, or amend this Addendum by mutual action in writing, and no individual cast member shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual cast members, whether such action be prospective or retroactive.

**INTENT** It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Addendum and the parties hereto agree that in the event any provisions of this Addendum are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Addendum shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Addendum.

**TERM OF ADDENDUM** Except as otherwise mutually agreed upon by the parties in writing, the term of this Addendum shall be co-extensive with the Walt Disney World Parks and Resorts U.S. Service Trades Council Union Agreement in effect from October 3, 2010 through March 29, 2014, of which it is a part.

**OPERATING GUIDELINES** The Company will post the required Operating Guidelines and inform cast members of any changes two (2) weeks in advance.

**STEWARDS MEETINGS** At the request of the Union, the Company agrees to participate in quarterly steward meetings to discuss and address issues of mutual concern.

**FOR THE COMPANY:**

/s/ Zonia K. Wynns \_\_\_\_\_  
Manager, Labor Relations  
Walt Disney World Parks and Resorts, U.S.

**FOR THE UNION:**

/s/ Donna-Lynne Dalton \_\_\_\_\_  
Business Agent/Recording Secretary  
Teamsters Local 385

**Negotiating Committee**

Angela Bowles  
Michael Colglazier  
Jill Childers-Galbreath  
Drew Cobb  
Sylvie Constantin  
Sue Davis  
David DeLoach  
Kathy Dierker  
Dave Harris  
Fred Kosiewski  
Leslie Miller  
Tom Rooney

**Negotiating Committee**

Andrew Carroll  
Donnita Coleman-DuBell  
John Dodson  
Nancy Garrett  
William Horne  
Melanie D. Mason-Sherrod

# ATTACHMENT 1

## SELECTION AND AUDITION GUIDELINES

### A. SELECTION

The Company reserves the right to select new Character Performers through auditions in the following areas:

1. Movement - Applicant must demonstrate average movement coordination.
2. Self Expression/Improvisation - Applicant must demonstrate ability to perform in a creative and spontaneous manner.

### B. CHARACTER DEPARTMENT AUDITIONS

1. The Company reserves the right to select individuals for functions requiring specific talents. Selections will be made on the basis of talent, work record, and seniority for the following areas:
  - (a) Stage Shows
  - (b) Special Events
  - (c) Promotional Tours
  - (d) Parades
  - (e) Filming and Video Taping

Auditions will be held at least two times per year for any Character Performer wishing to be considered for these functions.

2. Any Character Department auditions scheduled during a normal shift shall be paid as Company time at the appropriate rate. Character Performers shall not be docked any pay or requested to take an Early Release (ER) to attend the audition. Attendance at an audition during a normally scheduled shift is at the sole discretion of Management. No payment shall be made for attendance at an audition that occurs outside the normal scheduled shift. At least once each year, Character Performers will be scheduled for an audition unless their code was updated by attending a voluntary audition. Stated Character Captains may request, through Management, to be scheduled for an audition.
3. The Company shall solicit interest with methods, which could include postings on Character memo boards, **company intranet**, etc., for Character Performers who are unable to attend the audition. The sign-up sheet will be posted for a minimum of fourteen (14) days. Where a Character Performer has signed an interest sign-up sheet and is legitimately unavailable to attend the audition, the Company agrees to consider that Character Performer's most recent audition card and/or skills assessment if not more than one year old.

### C.★ DISNEY CHARACTER EVENTS (DCE) ELIGIBILITY AND SELECTION PROCESS

1. In order to be eligible for Disney Character Events (DCE) or to travel under this Attachment, cast members must meet the following eligibility guidelines. Deviation from these guidelines is permitted based on operational need.

Eligibility Guidelines:

- (a) Must have been a Full Time cast member for at least one (1) year;
- (b) No more than five (5) attendance entries within the previous six (6) months;
- (c) No more than one (1) reprimand within the previous six (6) months;

★ *This provision only applies to Full Time cast members.*

- (d) Must be within one half (1/2) inch of the official height range for the costume requested;
  - (e) Must have a government issued picture ID (i.e., driver's license). Once in DCE, for trips outside the United States, must have a passport;
  - (f) Must be at least eighteen (18) years of age;
  - (g) Must have participated in a convention/special events audition at least once within the previous twelve (12) months.
2. A minimum of once annually, cast members will be selected for assignment to DCE on the basis of seniority in the unit. Availability to travel, height range requirements for costume and special show requirements will be considered in identifying the composition of DCE cast members. A Cast member's request to leave DCE once assigned will be considered by Management on a case by case basis, and approved at the discretion of Management. DCE selection process will take place once per year, at least fourteen (14) days prior to the start of the Global Casting process.
3. For trips not staffed through DCE, cast members will be selected on the basis of seniority in the unit, provided the following criteria are met:
- (a) They meet the eligibility guidelines listed above;
  - (b) They meet scheduling availability guidelines as determined by Management.  
Specifically, cast members will be disqualified for trips where:
    - (1) They cannot be replaced in a show, parade, event or scheduled shift;
    - (2) The trip conflicts with rehearsals, bid or scheduled vacation.
  - (c) They must have successfully completed travel training.
- Deviation from these guidelines is permitted based on operational need.
4. The seniority listing for trips staffed through C. 3. above will be maintained by Character Management and trips will be assigned to the most senior eligible cast member on the list. Once the cast member has taken a trip, his/her name will be crossed off the list and the next most senior eligible cast member will be assigned. Casting criteria will be considered in selecting personnel for road trips (height range requirement for costume, special show requirements, work record, etc.).
5. Cast members outside DCE who meet the above criteria have the right to refuse a trip and maintain their eligibility and position on the list for any future trips.

If a cast member becomes unable to travel or receives discipline which renders him or her ineligible after a trip has been confirmed, the Company may replace him or her as necessary.

## ATTACHMENT 2

### GUIDELINES FOR NON-PERFORMING CHARACTER ROLES

#### A. NON-CHARACTER ROLES

Character Performers will continue to be utilized in non-character roles or to perform duties listed below such as, but not limited to, the following:

1. ★ Talent Assistants - Assist in hosting special guest stars/groups and supporting special event activities.
2. Drivers - Utilize Company vehicles for transporting Character Performers and running Entertainment errands.
3. Minor Float Upkeep - Support float appearance by minor cleaning, light and reflector replacement on float units.
4. Trainers - Train Character Performers for their assigned roles in the Character Department.
5. Conduct warm-ups of Character Performers.

#### B. CHARACTER ATTENDANTS Character Attendants will be used to assist Character Performers, monitor the Character Performer's environment, communicate, facilitate the interaction with guests, and support the safety and quality of the guest experience. Character Attendants will be appropriately trained for the role.

Character Attendants may also be utilized to perform the duties listed in sections A.1, A.2, and E, and will be paid at the appropriate Character Performer pay rate for all actual hours worked performing these duties.

#### C.★ CHARACTER CAPTAINS

Character Captains are responsible for providing leadership and direction to cast members in the group, operation or function and may perform the same duties as other cast members. Duties shall include, but are not limited to, promoting teamwork and assisting the location team in meeting quality and quantity standards. Character Captains have no authority to make personnel decisions such as hiring, terminations, transfers, promotions or disciplinary action.

Character Attendants and Character Performers may be used as Character Captains. Character Attendants and Character Performers used in this position will be paid the Character Captain rate.

##### 1. Responsibilities

- (a) Completion of daily time sheet/attendance forms, **or electronic equivalent**.
- (b) Observation of set, parade, and show performance.
- (c) Review of Operating Guidelines for daily performance with all Character Performers/Character Attendants.
- (d) Advise Character Performers/Character Attendants of schedule and performance changes.
- (e) Administrative activity including preparation of attendance and scheduling reports.
- (f) Direction of daily performance activity covered by Operating Guidelines.
- (g) Character Captains must obtain and maintain a valid U.S. driver's license. If not obtained, Character Captains will be moved to a non-Captain role.

★ *This provision only applies to Full Time cast members.*

2. Rehearsal Captain: A Captain shall be assigned to support rehearsals when at least eight (8) or more Character Performers are present, or when otherwise assigned by Management. Where a Captain is not assigned, Management shall be responsible for meeting the contractual obligations regarding rehearsals.
3. Parade Captains: All Parade Captains shall be trained in both the proper usage of flashlight signals and in at least the minimum level of driver instruction, as well as be knowledgeable of all floats in current use.
4. Specialty Character Captains (Dispatch 1, Duty, ETR, Gantry Captain, Resource, Scheduling, Seasonal/Special Events Project): Specialty Captains currently performing in the role, as well as cast members new to the role, will be subject to a one hundred twenty (120) day qualifying period. If the Company determines during the one hundred twenty (120) day qualifying period that the cast member's performance is not satisfactory, or if the cast member requests a return within the one hundred twenty (120) days, the Company will return the cast member to his/her prior role.
5. Stated Character Captain positions will be filled with the following factors taken into consideration: seniority, skills, ability, and dependability. Cast members interested in the positions must meet the following minimum qualifications:
  - (a) Character Performers and Character Attendants must have no less than the equivalent of six (6) months (nine hundred sixty (960) hours) Company longevity within the Character Department and be approved as a Sub-Captain
  - (b) Dependability:  
Must meet current Company transfer guidelines as defined in the Full Time STCU Agreement, Article 14, Section 2
  - (c) Skill and Ability:  
Demonstrated skill and ability necessary to perform the specific job, including teamwork and communication skills
6. Cast members new to the Character Captain classification will be placed on a one hundred twenty (120) day qualifying period. If the Company determines during the one hundred twenty (120) day qualifying period that the Cast member's performance is not satisfactory or if the cast member requests a return within the one hundred twenty (120) days, the Company will return the cast member to his/her prior job classification and location and the cast member shall be immediately eligible to transfer again.
7. If a cast member is regularly assigned a work schedule as a Captain for fifty percent (50%) or more of his/her time on a quarterly basis, he/she will be prospectively stated as a Captain. This provision excludes temporary assignments.
8. Cast members in the Character Captain role who receive two (2) reprimands for any disciplinary reason, with the exception of Attendance and/or Clock In/Out violations, in a rolling twelve (12) month period will be returned to his/her prior job classification, and may not apply for consideration for a Captain position for a minimum of six (6) months.

#### D. CHARACTER SUB-CAPTAINS

1. ★ Sub-Captain interest sheets will be solicited for two (2) weeks with methods which may include posting on Character Memo boards, company intranet, etc.
2. ★ The cast member will set up a meet and greet with a Character Operations Manager or designee and obtain their support prior to submitting interest.

★ *This provision only applies to Full Time cast members.*

3. ★ Once a candidate is chosen, he/she must complete the following:
  - (a) Attend the Global Captain training class
  - (b) Complete shadow days in the area
  - (c) Successfully complete a thirty (30) calendar day on-the-job training (OJT) in a specific area for coaching and feedback
4. A Full-Time Captain or Sub-Captain who changes or has changed their status to Casual Regular will be eligible to be used as a Sub-Captain. Any updated Captain training will be given to Full-Time Captains and available Full-Time Sub-Captains within the pool first, when operationally feasible.

#### E. PERFORMANCE VEHICLES AND FLOAT DRIVERS

1. This role entails the operation of Performance Vehicles and Parade Show Floats. The following qualifications are required to be considered for a Performance Vehicle and Float Driver role. These are the minimum requirements to ensure that these Show Units are operated safely for our Cast and Guests.
2. Requirements:
  - (a) Eighteen (18) years of age or older.
  - (b) Have and maintain a current and valid U.S. driver's license.
  - (c) Willing to be trained and operate all levels of the Walt Disney World Resort Character Department show vehicles and floats at all parks.
  - (d) Be comfortable working around and operating heavy equipment.
  - (e) Free of any physical or medical conditions that may limit your ability to safely operate heavy equipment.
  - (f) Able to operate a motor vehicle at night.
  - (g) Pass vision and hearing tests, as required.
  - (h) Willingness to participate in the Walt Disney World Resort hearing conservation program.
  - (i) Be responsive to feedback to include driver notes. On-going concerns with performance and/or safety would result in removal from the driver role.
  - (j) Requires successful completion of training.

★ *This provision only applies to Full Time cast members.*

## ATTACHMENT 3

### CHARACTER DEPARTMENT ACCIDENT/ILLNESS PROCEDURES

- A. PERFORMANCE EMERGENCY PROCEDURES The following guidelines are to be utilized when dealing with an accident or illness incurred in a performance situation:
1. Character Department Management, Character Captains or Character Attendants should make a valid effort to be in the general area of all Character Performer performance areas to monitor for possible emergency situations.
  2. Emergency Services (First Aid or Reedy Creek Emergency) and the Character Duty Manager shall be contacted immediately in the event of an accident or illness.
  3. Any Character Performer involved in a performance accident or illness that is still conscious and ambulatory shall be immediately assisted backstage.
    - (a) In the case of serious injuries (e.g., broken bones or possible broken bones), Reedy Creek Emergency or other qualified medical personnel shall be the ones to remove the costume.
    - (b) For the safety of Character Performers, a costume shall be removed by any means necessary to perform the required medical procedures needed by the Character Performer, including removal by cutting or tearing of the costume.
  4. Character Performers involved in a performance accident or illness who are not ambulatory shall be assisted at the location until emergency assistance (First Aid or Reedy Creek Emergency) arrives (Sections A.3.(a) and A.3.(b) above being in effect). These Character Performers may be encouraged to remain in costume, but shall receive no discipline nor suffer any negative repercussions, if they choose to have the costume removed.
  5. Character Performers involved in a performance accident or illness who are unconscious shall be assisted at the location until emergency assistance (First Aid or Reedy Creek Emergency) arrives (Sections A.3.(a) and A.3.(b) above being in effect). These Character Performers shall be taken out of costume at the location. Every effort shall be made to shield this procedure from Guests in the area.
- B. EMERGENCY MEDICAL SITUATIONS
1. When a Character Performer is transported away from the work location, a change of clothing (Character Basics, sweat shirt and pants and footwear) shall be provided as soon as possible.
  2. For Character Performers being assisted at First Aid, Character Department Management shall continue to follow-up on the Character Performer's progress until the Character Performer is released. Management shall assist in making transportation arrangements for the Character Performer if needed.
  3. Character Performers transported to an off-property medical facility shall be accompanied by a Company representative who shall remain with the Character Performer until the Character Performer is released into the custody of a friend or family member, is admitted to the medical facility or the Character Performer is transported back to the work location and transportation home, if needed, has been arranged.

### C. FIRST AID

1. Ice Packs - The Company agrees to provide ice packs or chemical cold packs, which are easily accessible to all Character Performers, at all performance and rehearsal locations and break areas for immediate application to injuries.
2. Eyewash - Eyewash bottles shall be provided immediately off-stage at all locations where pyro is used, and at additional Character changing locations as agreed to by the parties.

### D. TRAINING IN HEAT PROSTRATION AND CPR

Character Captains shall be properly trained in CPR and in the correct handling of Character Performers suffering from heat prostration. As part of the initial training in the Character Department, Character Performers and Character Attendants will be provided information regarding the recognition and prevention of heat prostration.

### E. PERFORMANCE VEHICLE AND FLOAT ACCIDENT POLICY

All accident occurrences shall be investigated. In those cases where the cast member (Driver/Captain) demonstrates negligence, disregard for safety procedures, or other unacceptable behaviors, Management reserves the right to require an immediate reassignment to a non-driver/directing role or to proceed with termination.

In those cases which do not require such action, Management will utilize the following accident policy:

1. An accident is defined as contact made in a float or performance vehicle with anything that results in damage. An accident **memo** will be issued for each accident. The accident **memo** will not be part of the Full Time STCU Agreement disciplinary point system.
2. Two (2) accident memos within a rolling twelve (12) month period will result in removal from that role for a period of one (1) year.
  - (a) Driver – Removal from any Company driving role
  - (b) Captain – Removal from parade and/or Performance Vehicle directing role
3. It is the responsibility of all cast members to report any accident immediately to a Manager.

# ATTACHMENT 4

## SCHEDULES AND HOURS OF WORK

### A. GLOBAL SCHEDULING, VACATION SELECTION AND CASTING

#### 1. ★ Global Schedule Selection

- (a) Global Bid - Global bids and Casting of show/parade, will take place two (2) times per year and will apply to all cast members. Cast members will bid a line or bid to be in the Global Scheduling Pool. Cast members in the Global Scheduling Pool will be scheduled on a preference basis. No less than eighty percent (80%) of Full Time cast members, not cast in a show or parade, will have the ability to bid a line. The remaining cast members, not cast in a show or parade, will be part of the Global Scheduling Pool.

Character Captain and Character Attendant scheduling pools will be as follows: Magic Kingdom (two (2) scheduling pools – for example, Atmosphere/Dining, Parade/Shows/Base), Disney's Hollywood Studios, Epcot, Disney's Animal Kingdom, and Scheduling.

Character Captains and Character Attendants, within scheduling pools, will select individual available shifts and posted day off combinations to create their scheduling line by seniority.

- (b) During the global bid, cast members will select their line according to seniority. All bid lines will be posted fourteen (14) days prior to the bid. A Teamsters Local 385 Steward will be present during all bids. The Company will notify the Business Agent in advance of the schedule bid, to allow the B.A. to suggest Stewards for the schedule bid. The final decision will be made by the Company, based on business conditions and the availability of the Steward.

- (c) Transfers - Transfers into the Character Department must wait one (1) full year to exercise their seniority for bidding of lines.

(1) Transfers for Character Attendants and Character Captains – Transfers between scheduling pools will continue to be based on open positions available and facilitated through Casting with the following criteria:

- i. Notation component of transfer guidelines will not apply
- ii. Reprimand component of transfer guidelines will not apply
- iii. Six (6) month component of transfer guidelines will apply
- iv. New property language will apply
- v. Global vacation transfer policy will apply
- vi. Positions opened in scheduling pools will be listed as either a Character Captain or Character Attendant position, as determined by business needs
- vii. No transfers will be processed from thirty (30) days prior to the bid

★ *This provision only applies to Full Time cast members.*

(2) If a Character Captain line is vacated temporarily (TA, MLOA, etc.) or not chosen during a bid, a candidate will be selected within fourteen (14) days in the following manner:

- i. The line is first posted as a TA Character Captain role for volunteers who are existing Sub-Captains;
- ii. If no one selects the role it will be assigned by reverse seniority to an existing Sub-Captain. If someone refuses the role, they will be disapproved as a Sub-Captain.

(3) For Sub-Captains who are “cast” in a role at the time an opening becomes available:

- i. On the voluntary pass, Sub-Captain may elect to accept the TA role and be temporarily removed from their casting for the appropriate time period;
- ii. For non-voluntary pass we will not utilize “cast” Sub-Captains.

(d) Cast members who are cast in a show or parade will submit scheduling preference forms two (2) times per year.

## 2. Casting

(a) The Company reserves the right to cast and once cast, schedule individuals, based on the Company’s assessment of the individuals’ talent and without considering seniority, for performance roles, shows, parades and special events requiring specific talents or skills. Where possible, Management will give consideration to Cast members’ preferences on days off by seniority. Cast roles will require a commitment that runs the length of the casting period for performance roles, shows, parades, and/or special events.

(b) Interest Sheets - When an audition is not expressly held to cast a performance, show, or special event, the Company shall solicit interest (with methods which could include posting on Character memo boards, **company intranet**, etc.). Character Performers shall have a minimum of fourteen (14) days to place their name on the list to indicate their interest for being cast in one of the available roles. Said interest sheets shall then be used by Management and the appropriate Show Director or Choreographer. Where a Character Performer has signed an interest sign-up sheet and is legitimately unavailable to attend the audition, the Company agrees to consider that Character Performer’s most recent audition card and/or skills assessment if not more than one (1) year old.

3. ★ Disney Character Events (DCE) - Once assigned to DCE as described in Attachment 1.C. individuals are scheduled based on the needs of the events or trips. Once assigned in DCE, Management will give consideration to cast members’ preferences on days off by seniority.

4. Character Captain and Character Attendant vacation bid – Character Captains and Character Attendants will bid vacation within their own scheduling pools.

5. Character Captain and Character Attendant schedule changes – Character Captains and Character Attendants may request schedule changes that cross scheduling pools.

★ *This provision only applies to Full Time cast members.*

## B. HOURS OF WORK

### 1. Minimum Shift

All shifts will be a minimum of four (4) hours in length. Shifts less than four (4) hours in length will be paid at a minimum of four (4) hours. Extensions of an existing shift will be paid at actual time.

### 2. Lunch

Character Performers will receive a one (1) hour unpaid lunch. If coming directly off set to begin a lunch, Character Performers will be given a minimum of five (5) paid minutes at the beginning of the lunch period and a minimum of five (5) paid minutes at the end of the lunch in order to change costumes.

Character Captains or Character Attendants shall receive an unpaid lunch period as provided for in the Full Time STCU Agreement.

Where the cast member's lunch is interrupted by Management, requiring the cast member to return to work, the cast member will be paid for the entire lunch period.

Character Department shift lengths of 6.5 hours or less will not be scheduled a lunch. Character Department shift lengths of 6.6 hours to 6.9 hours will be discussed on a case by case basis between the Union and the Company to ensure the appropriate application of a lunch period. Character shift lengths of 7.0 or more will be scheduled a lunch.

### French Meals

The Company, in lieu of a meal break, may provide a meal of acceptable quality within the same time range. Once distributed, a minimum fifteen (15) minute break will be called to allow the Cast time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one (1) hour is provided. Food and beverages supplied as a French meal are at the Company's expense.

### 3. Break Areas

The Company will make every effort to provide appropriate break areas for Character Performers.

### 4. Weather Conditions

The Company will be sensitive to extreme weather conditions, such as heat, cold and humidity for reduction of workload and cold weather transportation. In cases of extreme cold weather, the Company will provide appropriate winter wear, whenever possible. In cases of extreme hot weather for outdoor performances, the Company will adjust sets appropriately. The Company reserves the right to make the final decision as to whether a performance will go on as scheduled. The Company will consider factors such as extreme weather, performance location conditions, air pollutants, and the physical welfare of the Character Performers when scheduling performances.

### 5. Overtime For Cast Members

(a) Scheduled overtime which is canceled shall be paid unless the cast member is notified that it is canceled at least twenty-four (24) hours before the start time for the scheduled overtime shift. Scheduled overtime will be assigned by seniority.

(b) Voluntary overtime will be scheduled per the cast member's preference with no maximum of scheduled work time per week before being assigned to the next qualified cast member. However, the Company reserves the right to not schedule voluntary overtime which results in turnabout or double time. Mandatory overtime will be scheduled by reverse seniority order up to a weekly maximum of sixty (60) hours, excluding rehearsals and training. This will reflect our current load up practice. New hires within their first ninety (90) days will be scheduled up to a weekly maximum of fifty two (52) hours for mandatory overtime.

## 6. Character Captain Overtime

Character Captain Overtime will be scheduled in accordance with the following overtime distribution sequence:

- (a) Straight time stasured within pool
- (b) Straight time Sub-Captains
- (c) Voluntary overtime stasured within pool
- (d) Mandatory overtime stasured within pool
- (e) Voluntary overtime stasured outside pool
- (f) Voluntary overtime Sub-Captains
- (g) Mandatory overtime stasured outside pool
- (h) Mandatory overtime Sub-Captains

## 7. Character Attendant Overtime

Character Attendant overtime shall first be offered to Character Attendants, and then to cast members trained and regularly assigned to perform the Character Attendant role. Character Performers who are qualified and have been approved to perform the Character Attendant role shall then be offered available overtime before any other classification.

## 8. Performances

Character Performers in non-cast activities/events will be scheduled according to seniority and approved roles and will be scheduled in costume as follows:

- (a) Warm-Up Period - Whenever appropriate, the Company shall schedule a coached warm-up period prior to the first set of the day.
  - (1) Length – Each warm-up period shall be a minimum of fifteen (15) minutes in length.
  - (2) Equipment – The Company shall furnish all equipment required for warm-ups.
  - (3) Coaches – All warm-up sessions shall be directed by a qualified individual provided by the Company.
- (b) Fully Costumed
  - (1) Out of costume time periods will equal performance time for fully costumed Character Performers whenever possible.
  - (2) No more than two hundred twenty-five (225) minutes per eight (8) hour shift, except in climate controlled venues, in which case no more than two hundred forty (240) minutes per eight (8) hour shift; or
  - (3) No more than two hundred eighty-five (285) minutes per ten (10) hour shift except in climate controlled venues, in which case no more than three hundred (300) minutes per ten (10) hour shift.
  - (4) Character Performers will be given sixty (60) minutes prep time at the beginning of their shift. This prep time will include all tasks required prior to their first performance, including warm-ups. A reasonable amount of time will be given to allow for costume changes during the course of the day. The Company and the Union agree that prep time may be impacted due to bona fide emergencies such as, but not limited to, show emergencies and Guest recovery.
  - (5) Fully-costumed Character Performers will be given thirty (30) minutes (which includes ten [10] minute de-prep time) at the end of their shift. No other dress and travel/walk time will be applicable.

(c) Face Roles

- (1) For Face Characters, set times should normally not exceed a maximum of sixty (60) minutes for non-climate controlled venues and one-hundred five (105) minutes for climate controlled venues, whenever possible.
- (2) No more than two hundred eighty (280) minutes per eight (8) hour shift, with the exception of climate controlled venues, in which case no more than three hundred five (305) minutes per eight (8) hour shift; or
- (3) No more than three hundred forty (340) minutes per ten (10) hour shift, with the exception of climate controlled venues, in which case no more than three hundred sixty (360) minutes per ten (10) hour shift.
- (4) Face Characters will be given a one (1) hour prep time at the beginning of their shift (consideration will be given for the complexity of the costume). This prep time will include all tasks required prior to the first performance. A reasonable amount of time will be given to allow for costume changes during the course of the day. The Company and the Union agree that prep time may be impacted due to bona fide emergencies such as, but not limited to, show emergencies and Guest recovery.
- (5) Face characters will be given thirty (30) minutes (which includes ten [10] minute de-prep time) at the end of their shift. No other dress and travel/walk time will be applicable.

(d) Character Captain/Character Attendant/Talent Assistants/Trainers

- (1) Character Captains, Character Attendants, Talent Assistants, and Trainers will Castzoom according to the provisions of the Full Time STCU Agreement.
- (2) When Character Captains, Character Attendants,, Talent Assistants, and Trainers are performing in a fully costumed character role or face character role, the provisions of **8** (b) (5) and **8** (c) (5) will be used.

(e) Character Attendants

Character Attendants will receive ten (10) minutes before the beginning of their first set as prep time.

**9. Training Adjustments**

- (a) Specialty/Trained Character Captain roles will be selected from within scheduling pools.
- (b) If no qualified candidate volunteers, a qualified candidate will be selected by reverse seniority.
- (c) Newly trained Specialty Character Captains will go into available shifts in that role.

## ATTACHMENT 5

### SHOWS AND PARADES

- A. NEW SHOW NOTICE When the Company is casting Character Performers in a new show or as replacements or substitutes, the Company will first consider Full-Time Character Performers already stated to the Character Department through in-house auditions. The Company shall solicit interest for in-house auditions (with methods which could include posting on Character Memo boards, company intranet, etc.) throughout the property fourteen (14) days prior to the audition so that interested Character Performers may make arrangements to schedule an audition.
- B. REQUIRED REHEARSALS
1. For the training of a show, a Character Performer shall be given, if necessary, two (2) dress rehearsal runs at the performance or comparable location.
  2. At the request of a current Character Performer who has not performed the show for at least twelve (12) weeks, there shall be a "brush-up" or "walk-through" rehearsal.
- C. REHEARSAL BREAKS
1. Within any rehearsal period, there shall be a break of five (5) minutes after no more than fifty-five (55) minutes of rehearsal, except during run-throughs or dress rehearsals, when a minimum fifteen (15) minute break shall be given at the end of the show. This is in addition to the rest periods specified in the Full Time STCU Agreement.
  2. As new shows are implemented, the Company agrees to discuss with the Union adequate rest periods during rehearsals.
- D. PARADE TRANSPORTATION The Company will provide transportation for all Character Performers to parade step-off and from parade step-down when these locations are not in a reasonable walking distance.

# ATTACHMENT 6

## COSTUMES

The following have been established for utilization of Character Performer costumes and related items at Walt Disney World Resort:

### A. COSTUMES

1. Character Basics Character Performers shall be furnished with T-shirts, shorts, cotton socks, skull caps, sweat bands, etc. (known as "Character Basics" or "Basics") to be worn under performance costumes.
  - (a) Exchange Character Performers may exchange these items on a one-for-one basis for dry, clean items as needed throughout the day.
  - (b) Special Events and Trips Character Performers may pack a sufficient number of Basics for each performance day on an off-property special event or Company business trip. When necessary, the Company shall make arrangement to have soiled Basics cleaned so that clean sets are available for each performance day.
2. Character Costumes Weekly Any Character Performer who is scheduled in the same character costume four (4) or more days in a week, shall have a complete costume (including head and body) individually assigned or "tagged" for their use for consecutive shifts during the payroll week.

B. ADVANCE AVAILABILITY OF COSTUMES All costumes shall be available to Character Performers prior to the first dress rehearsal, whenever possible.

C. CLEANING All wardrobe, including those items in Section A.1. above, shall be clean and dry prior to each work day when given to a Character Performer and cleaned thereafter whenever necessary or as provided below:

1. All costume pieces shall receive a minimum of twelve (12) hours of drying and sanitation between performances by different Character Performers. No Character Performer shall be required to wear any costume piece worn by another Character Performer within this minimum twelve (12) hour period.
2. During the above sanitation period, on a daily basis, all character heads and shoes shall be treated with a disinfectant and dried.
3. Character Performers who are required to wear a special bra shall have such item furnished by the Company and individually assigned. At the request of the Character Performer, trunks will be individually issued for costumes that include tights, sprockets, costume trunks, uni/leotards, etc. The Character Performer will be responsible for laundering the trunks.

D. PROTECTIVE CLOTHING The Company shall furnish protective pads (knee, elbow, wrist, shin, etc.), shoes and clothing for all rehearsals and performances as requested by the Character Performer and validated by the Company.

E. SHOES The Company shall provide the appropriate footwear for the location and tasks to be performed (clean, sanitary, of proper fit and in good repair).

1. Tumbling Footwear The Company will provide for all tumblers, appropriate acrobatic footwear which is designed to provide traction and reduce slippage on surfaces. Such footwear should fit properly and will be replaced upon signs of tearing or excessive wear.

2. Skates When supplied by the Company, each Character Performer will be assigned a pair of in-line skates, roller-skates and/or ice skates when the Character Performer is used in such roles. Said footwear will be provided by the Company for all rehearsals and performances and shall fit properly and will be replaced upon signs of damage or excessive wear.

Character Performers who are required to provide personal items to be worn during a rehearsal or performance shall be paid the following per day/week:

Skates (In-line, Roller and Ice) – fifteen dollars (\$15.00) per day with maximum of fifty dollars (\$50.00) per week

The Company shall provide no maintenance or repair for skates when these fees are paid.

Character Performers may petition the Company to maintain or repair his/her skates in lieu of the daily/weekly fee. This decision will be at the sole discretion of the Company.

- F. MASKS Masks where required, shall be constructed to allow heat ventilation and so as not to unduly impair vision or breathing. Masks shall be cleaned and disinfected at least once per week or cleaned and disinfected between use by different Character Performers.
- G. RAIN GEAR The Company shall provide distinguishable rain gear and/or umbrellas for performance support roles for use in traveling to performance locations and for use during the actual performance when there is inclement weather.
- H. MAKE-UP Where a Character Performer is required to wear a particular type of make-up, it shall be furnished by the Company. Hypoallergenic make-up shall be furnished on request.

# ATTACHMENT 7

## PREMIUM PAY

### A. RATES

Character Performers being utilized in the following roles shall be compensated at the corresponding hourly rate or receive the premium referenced below for actual hours worked in two (2) hour increments as a minimum and in one (1) hour increments thereafter. Pay premiums will not extend beyond the end of the shift.

1. Dive Characters Hourly Rate: \$25.00 per hour

2. Named Disney Face Characters Premium: \$3.25 per hour  
(e.g., Cinderella, Pocahontas, Peter Pan)

This premium shall also apply to Trainers when they train named Disney Face Characters in named Disney Face Roles (no pyramid of other premiums).

The Company's Appearance Guidelines permits mustaches for male cast members, however, the Company reserves the right, based on the character integrity of some specific male face character roles, to not allow some male cast members to grow mustaches.

3. Stilt/Skater Premium \$.50 per hour

4. Show Characters Premium \$.50 per hour

Show Premium is only for stage shows (e.g., Fantasmic!, Festival of the Lion King), seasonal shows (e.g., Sparkling Christmas Spectacular), puppeteer roles in stage shows and convention stage shows (e.g., Makin' Memories) and shall not be applicable for Special Events, parades, atmosphere or other similar activities.

5. Mover Premium: \$.50 per hour

The Mover Premium will be applied to "high" mover (4/5) roles when working in the role. Movers in shows will be paid the fifty (\$.50) cent Mover Premium instead of the Show Premium (no pyramid of Show and Mover Premiums). Management retains the right to cast roles and approve/disapprove in roles as with other cast roles. Management determines where and what roles qualify as "high" mover roles. The designation of roles as "high" mover role may be subject to change based on creative/operational changes.

6. Water Ski Premium: \$1.00 per hour

7. Performance Vehicle and Float Drivers:  
(for designated show vehicles only)

Level 3 (all Spotters, Hook and Unhook) \$.50 per hour

Level 2 \$.75 per hour

Level 1 (highest level) \$1.00 per hour

8. Puppeteers (Level 1): \$.75 per hour

(e.g., current roles at *Playhouse Disney*, *Sebastian at Voyage of the Little Mermaid*, *Pocahontas and Her Forest Friends*, *Bear in Disney Stars and Motor Cars*).

9. Specialty Character Captains (Dispatch 1, Duty, ETR, Gantry Captain, Resource, Scheduling, Seasonal/Special Events Project): \$1.25 per hour

### B. FACE AND SHOW PREMIUMS

A pay premium will be paid to Character Performers for Face Character roles and for stage shows. This applies only to Character Performers and is specific to only face roles and stage shows and should not be used as a basis for interpreting and applying any other premiums under the Full Time STCU Agreement.

## 1. Face Premium

The Face Premium is paid only to named Disney Characters, that is, Character portrayals such as *Cinderella* or *Peter Pan*. The premium is paid in two (2) hour increments as a minimum and in one (1) hour increments thereafter for all hours worked in a qualifying face role. When applying this particular premium, the following provisions will apply:

- (a) Where a cast member is scheduled for the entire day in a qualifying face role, and is involuntarily assigned under the direction of Management to a role which does not qualify for the premium, and the assignment is less than twenty-four (24) hours prior to the start of the scheduled shift, they will still receive the premium for the entire shift. If the assignment is made twenty-four (24) hours or more before the start of the scheduled shift, the premium will not be paid.
- (b) Where a cast member is scheduled to perform in a qualifying face role and the set is canceled due to weather conditions or technical difficulties, they will still receive the premium for the dress time and the canceled set time, unless it is a circumstance under Article 12, Section 4 of the Full Time STCU Agreement where no payment at all is warranted.

## 2. Show Premium

The Show Premium is only for stage shows, such as *Festival of the Lion King* or *Fantasmic!*. The premium will also apply to holiday stage shows such as *Sparkling Christmas Spectacular* and convention shows, such as *Makin' Memories*. The premium does not apply to parades, special events, atmosphere or other similar activities. When applying this particular premium, the following provisions will apply:

- (a) Where a cast member is scheduled for the entire day in a qualifying show, and is involuntarily assigned under the direction of Management to a role which does not qualify for the premium and the assignment is less than twenty-four (24) hours prior to the start of the scheduled shift, they will still receive the premium for the entire shift. If the assignment is made twenty-four (24) hours or more before the start of the scheduled shift, the premium will not be paid.
- (b) The performance of additional qualifying shows beyond the normally scheduled number of shows, but which occur within a cast member's shift, do not warrant the payment of additional premium pay beyond the cast member's rate in effect plus the Show Premium.
- (c) If a cast member is scheduled for a four (4) hour call which involves the performance of a qualifying show, they will receive the premium for the entire four (4) hour call.
- (d) Where a cast member is scheduled to perform in a qualifying show and the show is canceled due to weather conditions or technical difficulties, they will still receive the premium for that show, unless it is a circumstance under Article 12, Section 4 of the Full Time STCU Agreement where no payment at all is warranted.

Current shows approved for the show premium will serve as examples. As required, the list of shows may be adjusted as shows change or new shows are developed.

## ATTACHMENT 8

### FILMING AND VIDEO TAPING FOR OUTSIDE/THIRD PARTY PRODUCERS

Character Performers may be assigned to studio or location work for filming and video taping for outside/third party producers (hereinafter referred to as "Outside Producers") and will be covered by the Full Time STCU Agreement at all times. The contractual provisions of this Attachment shall not apply to those instances in which Character Performers at Walt Disney World Co. are assigned to a direct contractor producing for the sole benefit of Walt Disney World Co. The test being whether the charge for the Character Performers' service is billable.

- A. **COMPENSATION** In those instances in which the billable test is satisfied, Character Performers shall receive thirty dollars (\$30.00) per hour for all hours worked for an Outside Producer. The normal workday shall consist of ten (10) hours at straight time; however, in all cases the minimum call will not be less than five (5) hours. The Character Performer will receive time and one-half (1½) for all hours worked in excess of ten (10) hours in a workday.

Character Performers assigned to work for Outside Producers when the charge for their services is not billable, will work solely under the provisions of the Full Time STCU Agreement at their stated rate of pay.

- B. **BENEFIT ACCRUAL** Hours worked for third party entities shall be calculated and counted as time worked for benefit accrual purposes in accordance with the Full Time STCU Agreement.

- C. **MEAL BREAKS** A minimum time of one-half (½) hour to a maximum of one (1) hour unpaid lunch period will be assigned to each Character Performer scheduled to work more than five (5) hours. Such lunch period shall be taken as near as practicable to the mid-point of the scheduled shift. If a Character Performer does not begin a meal period prior to commencement of the sixth (6th) hour of work, they will be paid a meal penalty for delayed meals as follows:

First one-half (½) hour meal delay or fraction thereof:	\$8.50
Second one-half (½) hour meal delay or fraction thereof:	\$11.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof:	\$13.00

## ★ ATTACHMENT 9

### TRAVEL POLICY FOR CAST MEMBERS

The following guidelines have been established for payment to cast members for time spent in travel on Company authorized business trips. These procedures have been developed to specifically apply to travel by Walt Disney World cast members. Please refer any questions to Management.

- A. **DEFINITION** A business trip is defined as any trip off Company property which requires overnight travel or a return trip on a different day.
- B. **QUALIFICATIONS** On those occasions when the cast members of the Walt Disney World are requested to perform in a road show or to appear in any Walt Disney World promotion, production, or presentation requiring overnight accommodations at an off-property site, the Company will endeavor, within operational constraints, to send a Walt Disney World cast member represented by Teamsters Local 385 on the trip.
- C. **TRAVEL TIME** Management will determine the hours for which a cast member will be compensated for travel during business trips based on the following guidelines:
1. A cast member scheduled to travel at the beginning or end of a work shift will be paid for his/her normal straight time hours plus additional travel hours not to exceed a combination of twelve (12) total hours for time spent in travel.
  2. Actual travel time occurring on a cast member's day off or holiday and which corresponds to a normal scheduled shift will be paid and considered as hours worked for the purpose of computing overtime, with a minimum four (4) hour call, and thereafter actual travel time up to a maximum of eight (8) hours pay.
- D. **HOURS WORKED**
1. Cast members will be guaranteed a minimum eight (8) hour day for each day of scheduled work while on a business trip. This time may not necessarily be consecutive time, but shall not be broken into more than two (2) separate calls.
  2. Hours worked in excess of eight (8) in a day or forty (40) in a week will be paid at the overtime rate.
  3. Cast members may be scheduled for a break in shift if there is a period of at least three (3) hours of time between the end of one call to the start of the next call. If less than a three (3) hour break is allowed, the cast member will be paid from the beginning of his/her shift to twenty (20) minutes after the completion of the final performance or upon return to the hotel. The return to the hotel shall not be interrupted unless by mutual agreement of the cast member(s) and the Manager.
  4. Cast members may be scheduled for days off while on a business trip.
  5. All cast members will be guaranteed a forty (40) hour week on business trips that encompass all seven (7) days of the payroll week.
  6. If a business trip calls for a cast member to work a seventh (7th) consecutive day within a payroll week, the seventh (7th) consecutive day shall be paid at double time. For purposes of this provision, the payroll week is defined as in Article 10, Section 1 of the Full Time STCU Agreement.
  7. Hours worked in excess of fourteen (14) in a payroll day while on a business trip will be paid at double time.

★ *This provision only applies to Full Time cast members.*

8. A one (1) hour unpaid lunch period will be assigned to each cast member scheduled to work more than five (5) hours. Such lunch period shall be taken as near as practicable to the mid-point of the scheduled shift, but no later than six (6) hours from the beginning of the shift. If a Cast member does not begin a meal period prior to commencement of the sixth (6th) hour of work, they will be paid a meal penalty for delayed meals as follows:

First one-half (½) hour meal delay or fraction thereof:	\$8.00
Second one-half (½) hour meal delay or fraction thereof:	\$10.50
Third and each succeeding one-half (½) hour meal delay or fraction thereof:	\$13.00

Cast members will not be eligible for meal penalty when the time period coincides with air travel if:

- (a) an opportunity to purchase a meal prior to boarding is given; or
  - (b) the airline provides a meal (for purposes of applying this penalty, the parties agree to abide by the airline's designation of food served on the flight as constituting a snack or a meal); or
  - (c) immediately upon disembarking, the cast member is offered a choice of a meal in the airport facility. If all cast members agree to wait until another facility is available, meal penalty will be waived for a two (2) hour period. If a meal is not provided in this two (2) hour time frame, the meal penalty will then begin. If any or all of the cast members want to eat immediately upon disembarkation and a meal is not provided, the meal penalty will be invoked from the time of disembarking until said meal time is scheduled; or
  - (d) the Company provides a French meal. The Company, in lieu of a meal break, may provide a meal of acceptable quality within the same time range. No penalty payments are required. Once distributed, a minimum fifteen (15) minute break will be called to allow the Cast time to eat without leaving their assigned work station/location. Work time shall be continuous unless a break of one (1) hour is provided. Food and beverages supplied as a French meal are at the Company's expense.
9. Upon the request of a cast member, made a minimum of seven (7) days in advance of a scheduled business trip, the Company will make every effort to furnish the cast member with his/her paycheck and make banking arrangements as necessary. The business trip must include a minimum of five (5) days of any given payroll week.

#### E. CAST MEMBER EXPENSE FOR TRAVEL

1. The Company assumes responsibility for all reasonable expenses incurred in acquiring passports and visas for international tours where necessary. The cast member should check with Management as to the proper procedure for acquiring the necessary documents.
2. All cast members traveling on behalf of the Company are entitled to:
  - (a) transportation - round trip (Coach)
  - (b) hotel accommodations
  - (c) upon signing a receipt, daily cash advance (minimum fifty dollars (\$50.00), pro-rated as appropriate for partial days) to cover actual business expenses as determined by Walt Disney World Finance as appropriate for the cities included on the business trip, such amount to be replenished on a daily basis provided the cast member turns in the receipts/change from the previous day.
  - (d) the expenditure of cash advances and the reimbursement of expenses subject to the terms and restrictions of the Company's travel policies. The Company agrees that upon completion of all necessary expense reports, they will be promptly submitted for reimbursement.

#### F. CAST MEMBERS' PERSONAL RESPONSIBILITY

1. The cast member is expected to make his/her own arrangements for reaching the point of departure from Orlando for a business trip.
2. The cast member is expected to provide his/her own personal wardrobe and baggage suitable for a business trip. When traveling on behalf of the Company, the Cast member will be expected to meet Company appearance guidelines with regard to attire and grooming.
3. Cast members maintain their Group Insurance and Workers' Compensation coverage when traveling on behalf of the Company. The Company does not assume responsibility for personal illness or injury that is not work-related.
4. Management must approve cast members staying in accommodations other than those provided by the Company. These cast members shall keep the Manager informed of how to contact them in case of emergency situations.
5. Cast members must notify Management at least seven (7) days prior to departure or upon trip assignment of any special dietary needs (e.g., vegetarian meals).

#### G. CONDITIONS

1. Whenever possible, Managers shall be Character Department Management familiar with cast members and the administration of this Addendum.
2. All traveling during a business trip shall be scheduled so that cast members will arrive at the performance location a minimum of sixty (60) minutes in advance of the first scheduled performance, whenever possible.
3. Before the next period of travel, the Company shall allow a minimum of sixty (60) minutes, whenever possible, at the hotel or other facility for personal grooming.

# ATTACHMENT 10

## APPENDIX A<sup>1</sup>

The following parties agreed to settle a dispute over the usage of performers covered under the Equity collective bargaining agreement and Characters covered under the Service Trades Council Union agreement: Actors' Equity Association ("Equity"), the International Brotherhood of Teamsters, Local 385 ("Teamsters") and WALT DISNEY WORLD CO. ("the Company"). This agreement to settle reached by the parties without any admission of wrongdoing or liability, but rather is based on the recognition that harmonious labor relations demanded a good faith effort be made to reach a mutually satisfactory resolution among the Unions involved while at the same time maintaining for the Company the continued ability to use Equity performers and Characters in a fashion consistent with past practice except where specifically modified by the terms of this agreement. Based on this premise, the parties to this settlement agreement do hereby agree as follows:

1. Principal actors and singers are covered and will continue to be covered by and subject to the terms of the Equity/WDW collective bargaining agreement. Principals include:
  - performers who play roles in stage shows, whether acting, singing, dancing or performing stunts, except named Disney Characters who do not sing live, speak scripted dialogue, or named Disney face Characters who do not perform stunts or perform advanced dance (such as Cinderella on point or partnering with lifts);
  - improvisational actors;
  - atmosphere actors, which includes atmosphere work where the actor is expected to enact scenes or do stunt work (this does not include Character Meet and Greet work, such as CHARACTER BREAKFASTS, or simple atmosphere enhancement such as Disney's Hollywood Studios NEWSBOYS, GREEN ARMY MEN);
  - story tellers, excluding named Disney Characters who read stories;
  - master of ceremonies, narrator, announcer and disc jockey work.
2. Those performing parade work, except those performing live singing, improvisational acting, or speaking scripted dialogue (example: Director role in Studio parade) are and will generally be covered by and subject to the terms of the Service Trades Council Union collective bargaining agreement. Performers stused in the Equity unit may also be assigned to appear in parades (see Paragraph 10).
3. Those performing pageant or "flood" work are and will continue to be covered by the Service Trades Council Union collective bargaining agreement.
4. All those performing named Disney Character work are covered by and subject to the Service Trades Council Union collective bargaining agreement, except named Disney Characters engaging in live singing or speaking scripted dialogue, and except advanced dance by named Disney face Characters (such as Cinderella on point or partnering with lifts), which is Equity work.
5. Character Meet and Greet work is covered by the Service Trades Council Union collective bargaining agreement. However, performers in the Equity unit will continue to be assigned to do Meet and Greet work in accordance with past practice, such as when shows are lost, or to maintain Character continuity on tour or during conventions and special events.
6. Those performing story reading by named Disney Characters are covered by the Service Trades Council Union collective bargaining agreement (this does not preclude the reading of stories by Merchandise host/hostesses or similar classifications as part of a spontaneous *Take Five* or *Magical Moment* type of guest experience).
7. Ensemble performers continue to be covered by and subject to the terms and conditions of the Equity collective bargaining agreement as follows:

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<sup>1</sup> Should any discrepancies arise, the original signed document will prevail.

- the ensemble of any “book” show (where there is a script and a plot) where the performers portray people (such as POCAHONTAS ensemble portraying the tribespeople and British sailors, or the BEAUTY AND THE BEAST ensemble portraying townspeople, servants and guests), or portray animals with individual personalities and human characteristics;
  - the dance ensemble of any dance or musical stage show (such as KIDS OF THE KINGDOM, PLEASURE ISLAND DANCERS, or HOLLYWOOD HOLLYWOOD type shows), including “stage shows” which the Company directs to be performed on a non-traditional surface (such as CANIDANSE) or which are of an ethnic nature (such as POLYNESIAN LUAU). This does not include parades;
  - singing ensembles for all “stage” shows and conventions (such as VOICES OF LIBERTY). This does not preclude the use of cast and volunteer choirs for special holiday events and special events. This does not include unison flood singing (such as the finale to JOLLY HOLIDAYS);
  - stunt and acrobatic ensembles (such as EPIC STUNT THEATRE or the RED PANDA acrobats). This does not include Character skills like stilt walking, in line skating, bicycling, or skate boarding, if the individuals performing such activities are not also singing live, doing improvisational acting, or speaking scripted dialogue.
8. Ensemble performers are covered under the Service Trades Council Union collective bargaining agreement as follows:
- as puppeteers in “book” shows where they do not also portray people and sing or speak live (such as VOYAGE OF THE LITTLE MERMAID, THE LION KING, Grandmother Willow in POCAHONTAS, or the Drug Awareness Program). Such puppeteers may be seen and/or have faces showing as long as they are neutral in character and without personality;
  - in stage shows when costumed as named Disney Characters; or in stage shows when costumed in a fashion which covers the full face or when costumed with faces showing but where the Characters do not portray people or animals with individual personalities and/or human characteristics, or sing or speak scripted dialogue or perform dance movements beyond what the average person with reasonable coordination can learn in a relatively short period of time.
9. The Company may assign ensemble performers under either the Equity agreement or the Service Trades Council Union agreement as follows:
- as extras to augment a Dance ensemble covered by the Equity agreement (such as SPARKLING CHRISTMAS SPECTACULAR, JOLLY HOLIDAYS, or TOTALLY MINNIE);
  - as ensemble for in-house cast member events (such as Guest Fanatics Awards, 5-Star Awards or Department Christmas Shows). This does not preclude the appearance of O & T or Management personnel in such shows on an occasional or sporadic basis as a show feature;
  - as extras to augment named Disney Character shows (such as FROM ALL OF US TO ALL OF YOU and SPLASHTACULAR [except as to the six featured girls and the kick line, on which there remains a disagreement]);
  - in street performances by parade cast, Characters or performers which are part of a larger spectacular event (for example, Marketing events, grand openings or the Millennium celebration). If the spectacular is ongoing, the Company agrees to consult with either Union, on request, regarding its casting assignments.
- In all instances under paragraph 9, all performers in the referenced group would be covered under the same agreement.
10. If any performers covered by the Equity agreement are assigned to perform work normally covered by the Service Trades Council Union agreement (for example appearing in parades or Meet and Greet sets at conventions), the Equity unit performers’ pay shall not be reduced in such instances. If Characters are assigned to perform Equity work, they shall be paid the higher of the

Character's own rate or time-carded up in accordance with the Equity collective bargaining agreement. The assignment of Characters to perform work normally covered by the Equity agreement shall be limited to occasional or short term basis (such as "subbing" for a Principal or holiday/seasonal show). The time-carding up shall be for the period of time in which the Equity work is performed. During such periods, each group, be it Equity or Character, shall remain subject to the terms and conditions of the collective bargaining agreement to which they are stasured.

11. All shows prior to the date of this agreement are hereby "grandfathered" with the following exceptions:
  - if the "Russian Dancer" role as it is presently choreographed is used in SPARKLING CHRISTMAS SPECTACULAR or a similar holiday show, it will be covered under the Equity agreement;
  - HUNCHBACK; which the parties have handled separately.
12. These guidelines shall have no effect on, nor shall they serve as a waiver of any right which exists to assign work to any group excluded from coverage under either collective bargaining agreement.

In the event we have a future disagreement with either Union on this issue, we have agreed that we will attempt to informally resolve that dispute by submitting it to a tripartite Committee consisting of representatives of the Company, Equity and the Teamsters. This group will make a non-binding recommendation for resolution.

# ATTACHMENT 11

## APPENDIX B

### PROCEDURAL AGREEMENT<sup>2</sup>

This document sets forth agreement among Walt Disney World Co. (Company), Actors' Equity Association (Equity), and the International Brotherhood of Teamsters Local 385 (Teamsters) as to procedures for determining jurisdiction and resolving disputes as to jurisdiction over the assignment of work by the Company as Character or Equity work. Such determination shall be in accordance with the 1997 Settlement Agreement between the Company, Equity and the Teamsters (1997 Settlement Agreement) (Appendix A) which defines the jurisdiction of each of the two unions with regards to entertainment work assigned by the Company.

When the Company has determined that it will produce a new performance, or that an existing performance will be substantially changed (e.g. change in duties, reassignment of duties, and/or increase or decrease in the number of performers), the following steps will be taken:

1. Where Character and Equity Performers have been assigned to perform together during the same performance, a script or storyboard and cast breakdown will be sent to both unions by the Company no less than ten (10) calendar days prior to auditions for either Characters or Equity performers.

For new or substantially changed performances where only Character or Equity Performers have assigned to perform, upon the request of either Union, the Company agrees to provide a copy of the script or storyboard and cast breakdown within five (5) business days of the request or when the script or storyboard is available.

2. Representatives from the Company, Equity, and the Teamsters shall meet prior to such auditions, however if either of the Unions are not available, the Company shall not be impeded from moving forward with the audition, rehearsal or first public performance.
3. Rehearsals will be viewed by representatives of both unions to ensure that the show as finally staged, is cast in accordance with the correct jurisdiction as set forth in the 1997 Settlement Agreement and the two Unions' collective bargaining agreements with the Company.
4. The parties agree that any disputes regarding the assignment of work by the Company as Character or Equity work shall not be grieved by the Unions and must be submitted to a tripartite committee consisting of representatives from the Company, Equity, and the Teamsters.

If the parties cannot reach a resolution through use of a tripartite committee, the parties agree to follow the steps below for jurisdictional disputes:

A. Arbitration – The dispute will go to expedited arbitration as set forth below:

1. The parties shall designate a permanent panel of three arbitrators, with each party designating one arbitrator (Richard P. Deem, Jack Clark, James J. Sherman). Each arbitrator shall hear disputes on a rotating basis; however, in the event a member of the panel is not available to hear a dispute in his proper turn, the next arbitrator on the panel shall be substituted.
2. The parties should reach agreement concerning any jurisdiction dispute within four (4) weeks after the first public performance before any audience (the "soft opening"), or the issue will be submitted to arbitration by the party or parties raising the dispute.
3. The arbitration shall take place within two (2) weeks after the postmark date on the letter to the arbitrator by the party initiating the arbitration, and the Arbitrator has seventy-two (72) hours after hearing the case to make a determination. The Arbitrator's determination shall apply only to the

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<sup>2</sup> Should any discrepancies arise, the original signed document will prevail.

show where the jurisdictional issue has occurred. The arbitrator shall have no authority to add or modify the 1997 Settlement Agreement or the collective bargaining agreements between the Company and the Unions.

4. Evidence concerning past practices submitted in the arbitration will be limited to only those practices on the Walt Disney World Resort Property as defined in the scope of the Collective Bargaining Agreements with Equity and the Service Trades Council Union/Teamsters.
5. Each party will put forth a remedy and the arbitrator shall choose one of those remedies. Two (2) of the three (3) parties can submit the same remedy, although no weight shall be given to the fact two (2) parties are in agreement. The decision will be based on the validity of the evidence and argument, not majority rules. The remedy requested by the parties shall be limited to the show where the jurisdictional dispute has occurred.
6. The parties to this agreement agree to pay one-third (1/3) of the costs associated with an arbitration resulting from a jurisdictional dispute.

B. Changes after Casting as a result of Tripartite Committee resolution or arbitration:

1. If a role has been cast as a Character, which is then deemed to be an Equity role, the Company may offer an Equity contract to the most qualified candidate. If the Character performer is offered an Equity Individual Employment Contract (IEC), the Company will give consideration as to the length of the Equity contract (IEC), so that the Cast member will have the option of returning to the STCU/IBT bargaining unit prior to one (1) year, and not lose their seniority rights per Article 13, Section 6, of the Full Time STCU Agreement currently in effect. However, if the Character Performer accepts the IEC and later opts to return to the STCU/IBT bargaining unit, they will be precluded from exercising their seniority for the purpose of bidding lines as stipulated in Attachment 4A.1.(c) the current IBT Addendum Agreement.
2. If a role has been cast as Equity, which is then deemed to be a Character role, and is to be covered under the STCU/IBT Agreements, the Company will make every effort to place said performer in another show on property in a role covered by the Equity Agreement, or, solely at the performer's option, the Company may retain the performer in the original role, placing the performer in the role covered under the STCU/IBT Agreements. If the performer cannot be placed elsewhere in an Equity role or refuses to be placed in another Equity role or does not wish to remain in the original role covered by the STCU/IBT Agreements, the Company may terminate the Performer's contract with two (2) weeks notice as specified in Rule 8(I) of the Equity Agreement currently in effect; and, if applicable, the performer will receive the severance package as specified in Rule 8(H)(1) of the Equity Agreement currently in effect; and, if the Performer is on a first year contract, the Company will provide relocation, if applicable, as specified in Rule 9 of the Equity Agreement currently in effect.

# ATTACHMENT 12

## APPENDIX C

### Characters Rehearsing Equity Roles (Attachment 12)



WALT DISNEY World Co.®

## Memorandum

To: Those Concerned

Date: August 29, 2007

From: Zonia K. Wynns

Subject: Characters Rehearsing Equity Roles

The Company has been working over the past several months with both Actors' Equity Association ("Equity") and the International Brotherhood of Teamsters, Local 385 ("Teamsters") to clarify the proper payment of Characters covered under the Service Trades Council Union agreement, while rehearsing work in roles covered by the WDW/Equity collective bargaining agreement.

1. The parties have agreed that Character performers who are rehearsing or performing Equity roles should be paid their statused rate of pay or the minimum rate paid for that Equity role or job function, whichever is higher. (See WDW/Equity CBA Rule 16A)
2. Character premiums are not applicable to the rate of pay when rehearsing and/or performing Equity roles.