

Mandatory Vaccination Agreement/COVID NABET-CWA/ABC

1. **Mandatory Vaccination:** This will memorialize the parties' Agreement that employees covered by the Master Agreement shall be vaccinated against the COVID-19 virus, except if a medical or religious exemption pursuant to paragraph 2 applies. This Agreement shall not apply with respect to employees on Sports remotes, as to which there is a separate agreement between the parties.

2. **Accommodation Determination Process:** If an employee seeks an accommodation due to religious and/or medical reasons, the employee can contact Global HR Operations at TWDC.GHRO.Leaves.Team@disney.com. Employee Relations, not the employee's manager, will review all accommodation requests based on religious and/or medical reasons, to the extent required by law. Determinations will be made on a case-by-case basis taking into consideration the specific circumstances, including information from the employee and their health care provider (for medical accommodation requests), and the job duties and responsibilities of the role. Our Employee Relations Team may, after the determination of whether an accommodation is justified, obtain information from managers concerning the feasibility of potential accommodations.

The Union may grieve whether the Company has met any religious or disability accommodation as required by any applicable federal, state or local law. Either party may refer such grievance to arbitration if the parties cannot resolve the dispute. The procedures set forth in the grievance and arbitration provision in the Master Agreement shall apply. The arbitrator shall be governed by the above-referenced laws in making any determination regarding whether an accommodation was required or the accommodation sought was reasonable.

3. **Employee Gets Sick As A Result Of The Company Required Vaccination:** The Company will add two sick days to the complement of paid sick days otherwise available if the employee, staff or daily hire, cannot attend work as a result of illness from a reaction to the vaccination, regardless of whether that event occurred before or after the formal execution of this Agreement.

4. **Proof Of Vaccinated Status:** The Company requires employees to attest that they are fully vaccinated (including providing the manufacturer's name of the vaccine they received), or that the employee plans to be fully vaccinated by the applicable deadline. Employees who are fully vaccinated are defined as those who are:

- At least two (2) weeks after the final dose in a two-dose COVID-19 vaccination series (manufactured by Pfizer or Moderna)
- At least two (2) weeks after a single-dose vaccine (manufactured by Johnson & Johnson)

The employee will need to provide documented verification of vaccination which will be administered by an outside vendor. The Company uses Trust Assure and, for *General Hospital* and *Tamron Hall*, Flow Health. The Company will accept uploaded copies, or photos of vaccine cards, QR codes, or verification from a state public health department, or verification through a third-party validator.

5. Pay For Time Needed To Obtain Vaccine: The Company policy shall apply to employees who need to take time off during work hours to receive the vaccine and employees will be paid for up to four (4) hours per vaccination dose.

6. Vaccination Date: Employees will have until **November 12, 2021**, to become fully vaccinated, unless a medical or religious exemption applies.

7. Notice To Local Union: The Company will provide three (3) weeks advance notice to the appropriate Local before any staff employee is separated, or the Company ceases engaging a daily hire, for not obtaining a vaccination.

8. Reservation Of Rights: The parties reserve their respective positions under Article XIV with respect to any staff employee, and Sideletter HR with respect to daily hires, for an employee who does not get vaccinated (and has not been granted a religious/medical exemption). In addition, nothing herein shall be construed to waive any such employee's claim for unemployment insurance.

AGREED TO AND ACCEPTED BY:

DocuSigned by:
By: Charlie Braico
Charles Braico
President
NABET-CWA

DocuSigned by:
By: Sean Quinn
Sean I. Quinn
Managing Vice President, Labor Relations
ABC, Inc.

Date: 10/7/2021

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