



DRAFT MODEL COVID-19 VACCINATION LANGUAGE

The parties agree that COVID-19 vaccinations may be important for health and safety of workers and the safety of the public. In compliance with applicable provincial legislation or upon order or recommendation of the Chief Medical Officer of Health for the Province or a Regional or Municipal Medical Officer of Health pertaining to the province, region, municipality, facility or specifically designated areas thereof, the following agreement will apply:

- (a) Employees shall be encouraged to be vaccinated against COVID-19.
- (b) The Employer will offer vaccination during regular working hours at the employee's place of work, where available.
- (c) The employer will provide up to 3 hours of paid time off for employees attending vaccination clinics or seeing a medical service provider for vaccination.
- (d) The Employer will cover all reasonable cost associated with an employee obtaining a vaccination, including child care, parking or transportation costs and reasonable and customary wages for lost time.
- (e) Informed consent will be sought prior to inoculation.
- (f) The Employer recognizes that workers have the right to refuse any required vaccination.
- (g) Should an Employee refuses the vaccine, alternative work options will be explored including work from home, transfer to a different department, area or job, placement on an unpaid leave of absence until such time as the workplace outbreak is declared to be at an end, or the Chief Medical Officer of Health or a Medical Officer determines that it safe for unvaccinated workers to return. If an Employee is placed on unpaid leave, she or he may use, at her or his discretion, any banked lieu time or vacation credits in order to maintain their pay or minimize lost earnings.
- (h) Should an Employee refuses vaccination because it is medically contraindicated, and a medical certificate is provided, they will have priority reassignment over the course of the pandemic, unless reassignment is not possible. Employees who cannot be accommodated without undue hardship will suffer no loss in pay.ⁱ

- (i) If an Employee refuses vaccination on any other human rights protected ground and provides appropriate substantiation for the refusal, and the employer has a reasonable basis for requiring vaccination, the Employee will have priority reassignment over the course of the pandemic unless reassignment is not possible. Employees who cannot be accommodated without undue hardship will suffer no loss in pay or benefits.ⁱⁱ
- (j) If an Employee gets sick as a result of the vaccination, and applies for short-term disability, WSIB, or any other government benefit, the Employer will not oppose the claim and the worker's job will be protected.
- (k) The Employer agrees that nothing in this agreement is intended to detract from its ongoing responsibility to provide appropriate PPE and continue all COVID-19 safety procedures and infection protocols, until such time as public health officials declare the pandemic over or direct a return to "normal" working conditions.
- (l) This agreement will be interpreted in a manner consistent with the Ontario Human Rights Code or any other applicable piece of human rights legislation.

NLIgcope343

ⁱ Alternatively, we could also ask that the Employer pays workers at the same rate as they would receive if accessing short term disability payments

ⁱⁱ Alternatively, we could ask the Employee be paid at the same rate as any other worker who declines the vaccine for legitimate Code-related reasons.