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Dave Ferguson
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Dear Mr. Ferguson:

Re: OASIS COVID-19 Vaccine Advice

You have asked that we provide an opinion regarding a protocol in relation to COVID-19 vaccines.

We have been asked whether a mandatory vaccine protocol is enforceable. When referencing a mandatory vaccine protocol, we interpret this as a protocol which requires employees to become vaccinated once the vaccine is available to them. For a worker who refuses, subject to exceptions related to human rights accommodation, the worker's employment would be terminated.

We have also been asked to consider alternatives to a mandatory vaccine protocol. Mandatory vaccine protocols and alternative protocols, as well as the risks and potential liabilities associated with each, are discussed in detail in Part III.

Brief Conclusion

OASIS Agencies can make offers of employment for new hires conditional upon receiving a COVID-19 vaccine, subject to accommodation for substantiated medical and religious reasons. Below, we have identified the risks of such an approach and conclude the risk is moderate to low.

For existing employees in unionized workplaces, an employer's policy must pass the scrutiny of a reasonableness test. For those workplaces we recommend a modified COVID-19 policy that encourages immunization and imposes employment consequences for non-vaccination, as opposed to a mandatory protocol. Such a policy

must provide for accommodation for substantiated medical and religious reasons. Provided the policy consequences of non-vaccination are supported by the science available, a balanced COVID-19 policy will best situate OASIS Agencies with a unionized workforce from a risk perspective.

For existing employees in non-union workplaces, while there are risks of imposing a mandatory vaccine policy, we assess those risks as moderate to low. Below, we have identified the risks and possible defences. As a risk mitigation strategy for non-unionized workplaces, like the modified policy approach for union workplaces, the Agency may introduce a modified COVID-19 policy that encourages immunization and imposes employment consequences for non-vaccination, as opposed to a mandatory protocol. It is likely, where an employer can show a balancing of interests if challenged, it will be in a stronger position to defend a claim made based on its approach to the COVID-19 vaccine.

We note at the outset that the legal framework that applies to the question of vaccine protocols in the workplace will shift and change as the vaccine-related science deepens. For example, scientific study of the efficacy of the vaccine, the transmission of the COVID-19 virus in the vaccinated, and herd immunity will all factor into assessing a workplace protocol in relation to the COVID-19 vaccine. The opinion below is based on the information available at present.

Part I. BACKGROUND

1. COVID-19

It is well-established that COVID-19 poses a significant risk to the health and safety of Canadians. Certain groups of individuals are at an even higher risk from the effects of the COVID-19 virus, including, for example, the elderly, individuals with other underlying medical conditions, and residents of LTC facilities.

Currently in Canada, there are no legislative provisions requiring workers in any sector or industry to receive the COVID-19 vaccination, once available to them.¹ Even more specifically, at present, there is no legislation that mandates the immunization of employees in the DS sector.

¹ Quebec's *Public Health Act* and Alberta's *Public Health Act* may allow the Government of Quebec and the Alberta's Lieutenant Governor in Council to order compulsory vaccination of the entire population or any part of it against any contagious disease seriously threatening the health of the population. As of the drafting of this opinion, these provisions have not been employed in Quebec or Alberta to mandate any COVID-19 vaccinations. Similar legislation in other provinces may exist. We have not reviewed each province in that regard as for the purposes of this opinion, we can advise that at the point of drafting, no province has enacted legislation to mandate the COVID-19 vaccine for any individual or industry.

Where mandatory vaccinations are required in Ontario, that is done pursuant to legislation. Under section 3 of the *Immunization of School Pupils Act* there is a specific obligation which states that: “The parent of a pupil shall cause the pupil to complete the prescribed program in relation to each of the designated diseases” that are specified under that *Act*. Even then, a parent can exempt a child by filing a statement of conscience or religious objection or be medically exempt from the vaccinations.

With respect to the COVID-19 vaccine, the Ontario Minister of Health has said on several occasions that vaccinations will be voluntary for employees, including for health care workers, and not mandatory. As a consequence, it is highly unlikely that there will be government support for a mandatory vaccine protocol in other industries, such as the DS sector. We note that even if the Ontario government were to mandate vaccinations in the workplace through legislation, we would likely see the legislation challenged under s. 7 of the *Canadian Charter of Rights and Freedoms (Charter)* as an infringement of the right to life, liberty and security of the person.

Taken together, the above indicates it is unlikely the COVID-19 vaccine will be government mandated. Below, we explore the considerations regarding an employer-prescribed requirement related to the COVID-19 vaccine.

Part II. CONSIDERATIONS REGARDING WORKPLACE COVID-19 PROTOCOLS

Without a government mandated COVID-19 vaccine, the question remains whether employers can implement COVID-19 protocols and, if so, how prescriptive can those protocols be.

In assessing employer COVID-19 vaccine protocols, the below legal context informs the analysis.

(a) Legislative Considerations

Voluntary consent to medical treatment is part of the analytical context in any employer action related to the COVID-19 vaccine. In Ontario, consent to medical treatment is governed by the *Health Care Consent Act*. Under the *Health Care Consent Act*, consent to treatment has four elements:

- The consent must relate to the treatment
- The consent must be informed
- The consent must be given voluntarily
- The consent must not be obtained through misrepresentation or fraud

If consent is not voluntarily given, that can give rise to a civil action for assault or battery under the common law. The concept of voluntary consent raises the question of whether mandating vaccines violates the employee's rights to refuse medical treatment in as much as it constrains personal decisions about health care.

The right to make choices about medical treatment is also fundamental to the common law doctrine of informed consent. As the Ontario Court of Appeal stated in *Fleming v. Reid*,² a s. 7 challenge to involuntary mental health treatment:

“The right to determine what shall, or shall not, be done with one's own body, and to be free from non-consensual medical treatment, is a right deeply rooted in our common law. This right underlies the doctrine of informed consent. With very limited exceptions, every person's body is considered inviolate, and, accordingly, every competent adult has the right to be free from unwanted medical treatment.”

A further legislative consideration in terms of an employer's approach to the COVID-19 vaccine are its obligations under occupational health and safety law. The *Occupational Health and Safety Act* imposes an obligation on employers to take every precaution reasonable in the circumstances for the protection of a worker. To that end, employers may take precautions reasonable in the circumstances to limit the spread of infectious diseases in the workplace.

(b) Lessons from Flu Shot Cases

The question of the validity of employer flu vaccination policies has been litigated on a number of occasions in the health care context in respect of unionized employees. We recognize that the COVID-19 virus is certainly more impactful than the flu in a typical flu year. However, the principles developed in those authorities will be useful in predicting how challenges to any COVID-19 vaccine protocols may be received, primarily in unionized settings.

With only a couple of exceptions (discussed below), those flu vaccination policy cases have consistently held that some form of “modified” flu vaccination policy can be justified as a legitimate exercise of management rights.

Arbitrators in Canada for many years have continued to reassert the significance of applying a balancing of interests approach in reaching any conclusion as to whether a management promulgated rule is reasonable, all things considered, as a permissible intrusion of some kind or other on an employee's privacy right, or even to the employee's physical person. The latter scenario is considered to be at the top of the list for protection purposes.

² [1991] O.J. No. 1083.

As a general rule applicable to unionized environments, in order to unilaterally implement a policy where a collective agreement is in place, an employer must meet the test set out *Re KVP Co. Ltd.* (1965), 16 L.A.C. 73. Under this test, an employer's policy will be upheld if the following conditions are met:

- the policy is not inconsistent with the express terms of the collective agreement;
- it is not unreasonable;
- the policy's terms are clear and unequivocal;
- the policy is brought to the attention of the employees;
- it outlines any discipline which can be taken by management if the policy is not followed; and
- the policy is consistently enforced after its implementation.

The flu shot arbitration awards generally rely on an application of these principles in assessing the employers' annual flu vaccine policies. In doing so, arbitrators have required that employer policies achieve an appropriate balance between the safety of the patients (as the cases were in the health care context) with the rights of the employees – both the right to privacy and the right to bodily integrity (i.e. controlling one's own medical treatment).

The earlier arbitration decisions addressed challenges to policies that established outbreak protocols that generally encouraged vaccinations and imposed consequences where workers refused. With limited exceptions, such protocols were generally upheld as a reasonable exercise of management rights. The policies at issue were not mandatory vaccine policies and did not end the employment relationship based on non-compliance.

One early cases was *Trillium Ridge Retirement Home* (1998)³ in which a number of employees grieved when they were prevented from working during a flu outbreak because they had not received the flu vaccine. Accordingly, Arbitrator Emrich was required to review the influenza policy and determine whether the policy was an arbitrary or unreasonable exercise of management's rights. Arbitrator Emrich reviewed the medical evidence regarding the effectiveness of employee influenza vaccination in preventing or limiting the spread of influenza amongst vulnerable elderly residents and upheld the policy.

³ *Re Trillium Ridge Retirement Home and S.E.I.U., Local 183* (Vaccination Grievance), [1998] O.L.A.A. No. 1046 (QL) (Emrich).

Arbitrator Emrich also found that the policy was not a kind of economic coercion that vitiated an employee's consent to taking the vaccination. This case and its findings have been cited with approval in a number of subsequent arbitration cases regarding influenza policies.

Another line of cases that emerged with respect to flu shots are the cases that debated Vaccine or Mask (VOM) policies. In those cases, some arbitrators determined the VOM policy was unreasonable based on the insufficiency of the scientific evidence concerning asymptomatic transmission, and regarding the use of masks in reducing the transmission of the virus to patients.⁴ The masking science has changed dramatically since the last VOM case was decided in 2018. Unions have taken the opposite approach and are now requiring more and better Personal Protective Equipment (PPE) and regulation and bylaw have mandated the use of masks. Given that present context, the outcome of these cases doesn't provide an indication of how a COVID-19 protocol involving PPE would be decided, however, the cases do illustrate that the result of a challenge to an employer vaccine protocol will depend significantly on the science available to support the protocol.

We note two further decisions that represent opposite ends of the spectrum in terms of outcome with respect to flu shot awards.

In a 2000 decision under the *Canada Labour Code* involving a non-union employee and the Mohawk Council of Akwesasne⁵, an unjust dismissal adjudicator found that the employer had just cause to terminate the employee's employment when she refused to receive a mandatory flu shot. This is the only case in which a "true" mandatory policy was upheld and it does not appear to have been followed by any other adjudicator. While the adjudicator purported to apply the *KVP* test, the analysis focused on patient safety issues almost exclusively, with little consideration of the employee's interests.

The second case is a 2002 labour arbitration award involving *St. Peter's Health System and C.U.P.E.*⁶ In that award, the arbitrator found that even a modified mandatory flu vaccination policy was not permitted as it was too intrusive on employees' privacy and *Charter* rights. Arbitrator Charney, once having concluded that the situation was one of medical treatment, realistically non-consensual, moved the discussion beyond a balancing of interests over what was reasonable or unreasonable and into the realm of common law rights, and *Charter* protection, against forced medical treatment and whether it could be permissible on the several factors disclosed in evidence which he found to be significant. This case seems to be an outlier: its reasoning has been expressly disapproved of by other arbitrators in subsequent awards.

⁴ *St. Michael's Hospital v. Ontario Nurses' Assn. (Vaccinate or Mask Policy Grievance)*, 2018 CarswellOnt 14889 at para. 129 (Kaplan); *Sault Area Hospital (SAH & OHA & ONA)*, [2015] O.L.A.A. No. 339 (Hayes).

⁵ *Barkley v. Mohawk Council of Akwesasne*, [2000] C.L.A.D. No. 553.

⁶ [2002] O.L.A.A. No. 164.

Part III. ASSESSMENT OF WORKPLACE COVID-19 VACCINE PROTOCOLS

1. MANDATORY VACCINATION (EXISTING EMPLOYEES)

(a) Union

Unionized OASIS Agencies would likely not be able to implement a mandatory COVID-19 vaccination policy. As described above, when we refer to the truly mandatory approach we are referencing an approach that would make COVID-19 immunization a condition of continued employment, with provisions for legitimate objections based on health or religious grounds, as opposed to a policy to deal with non-immunization through a variety of consequences (such as unpaid leave and reassignment).

Whether or not the imposition of a truly mandatory COVID-19 policy would be upheld by a grievance arbitrator depends on the evidence available to meet the standard of reasonableness. Factors weighing in favour of mandatory immunization involve the highly infectious nature of the COVID-19 virus and the particularly vulnerable high-risk populations who are supported in the DS sector. In opposition to imposing mandatory vaccination, the main barriers are the invasion of bodily integrity, autonomy, and privacy.

In coming to the view that a mandatory COVID-19 vaccine policy for existing employees is likely not defensible in a unionized environment, we are influenced by the fact that labour arbitrators have consistently required a balancing of patient safety and employee interests in privacy and bodily integrity. A mandatory policy is unlikely to be found to strike that balance where there are less intrusive and arguably equally as effective means of achieving the workplace purpose. At the present time, that appears to be the case, as it is currently unknown whether or not the COVID-19 vaccines assist at all with transmission between individuals or merely prevents an individual from getting sick once vaccinated. If it cannot be proven to positively prevent transmission it will be difficult to assert the reasonableness of a mandatory vaccine protocol if the employee can otherwise wear all other required PPE and adhere to all other public health directives and safety protocols currently in place to limit and prevent transmission.

(b) Non-Union

For non-unionized workplaces, employers appear to have more latitude in mandating COVID-19 vaccines as a condition of continued employment for existing employees, of course, with exceptions created for religious and health grounds. The KVP test and the corresponding reasonableness balancing is not applicable in the non-unionized environment.

However, even without the reasonableness test that applies in the union context, for non-union workplaces there are still legal risks that will impact on an employer's decision to implement a mandatory vaccine protocol. Below is a summary of the kinds of

challenges such a protocol may face. These challenges may be raised, depending on the circumstances, in the human rights forum, by way of civil action, and, as a mandatory vaccine protocol would have broad applicability throughout the workplace, it bears the risk that a challenge could be raised by way of class action.

Constructive dismissal: It is possible the imposition of a mandatory vaccination policy would give rise to claims that this is a change of a fundamental term or condition of employment. We foresee that one line of defence to such claims would be that the right to make reasonable rules related to health and safety is an implied term of employment and does not represent a fundamental change to the terms and conditions of employment.

Voluntary Consent/Assault/Battery: The authorities described above in respect of voluntary consent may be engaged by a mandatory vaccine policy in such a way where an employee argues that the threat of termination of employment precludes voluntary consent to the medical treatment. We anticipate that employees may argue that it is economic coercion to threaten someone with job loss for not having the vaccine and that such a policy may have a disproportionate impact on employees who are more economically vulnerable.

Employers may respond that a mandatory vaccine protocol is not actually a forced vaccine as employees may refuse and accept the consequences; individuals do not have a right to hold a particular job; and, there are often requirements which must be met in order for employees to be considered fit for a certain desired employment.

We note that in the labour context, the argument that consent was vitiated by economic coercion was not accepted by Arbitrator Emrich in the above discussed *Trillium Ridge* case. In that case, the economic coercion was a temporary loss of pay by way of a leave of absence. At present, how the issue would be decided is uncertain, however, in our view, for non-union workplaces, a finding that a mandatory vaccine protocol in the context of a workplace requirement vitiates consent and amounts to an assault or battery would be an extreme result.

Privacy: There may be allegations that a mandatory vaccination policy breaches employees' privacy interests. There are several hurdles which may either restrict collection of information related to an individual's vaccination status or create potential liability on employers who collect this data whether at the point of recruitment or during employment.

The first source of limitation is legislative. PIPEDA (regulating employees of federal employers) as well as PIPA legislation in BC and Alberta) limit collection of personal information collected in the course of forming an employment relationship to that which

is necessary to do so. In Ontario and other provinces there is no such legislative restriction.⁷

The second source of restriction is the common law. Individuals can sue for breach of privacy (the intrusion upon seclusion tort) based on:

- (1) an intentional unauthorized intrusion;
- (2) which is an intrusion upon private affairs or concerns (i.e., that breaches a reasonable expectation of privacy); and
- (3) that is made in circumstances that are highly offensive to the reasonable person.

In the recent arbitration *Edmonton Police Association v. Edmonton Police Service*⁸ the arbitrator applied the intrusion upon seclusion tort, alongside the KVP reasonableness test, in a case where he found the employer had collected more personal information than was reasonably necessary to achieve its legitimate goals. Specifically, the arbitrator found the employer collected too much breathalyzer data which was not necessary to achieve the stated goal of workplace safety. Although this case arose in the unionized context, the application of the tort of intrusion upon seclusion may be illustrative of how decision makers in the non-union context will approach allegations of a privacy breach related to the collection of an employee's status regarding the COVID-19 vaccine.

In responding to the intrusion upon seclusion tort question of what a reasonable person may find highly offensive, a well crafted policy that mandates vaccines in the context of a worldwide pandemic should not be considered highly offensive and as such the privacy tort should not pose a significant risk to employers. However, as discussed above, whether or not the COVID-19 vaccines assist at all with transmission between individuals or merely prevents an individual from getting sick once vaccinated may prove important to the determination. As the science on that point is not yet available, there remains some risk related to privacy concerns.

Summary

With respect to the above noted risks and potential defences we've described, these have not been tested and accordingly, it is not yet clear how decision makers will respond. Based on the above analysis, it is our assessment that the risks of a mandatory COVID-19 policy for non-unionized workplaces is moderate to low.

⁷ Quebec has privacy legislation that may restrict the collection of personal information in the course of forming an employment relationship, however advising on Quebec law is outside the scope of this opinion.

⁸ 2020 CanLII 59942.

However, it is likely, where an employer can show a balancing of interests if challenged, it will be in a stronger position to defend a claim made based on its approach to the COVID-19 vaccine. For that reason, as a risk mitigation strategy, non-union workplaces may take an approach that encourages the vaccine and describes employment consequences for those who choose not to vaccinate, rather than implementing a protocol which requires vaccination as a condition of continued employment. That modified COVID-19 vaccine protocol is discussed in detail below.

2. MANDATORY VACCINE AS A CONDITION OF HIRING (NEW HIRES)

For union and non-union employees, the ability to require successful applicants to obtain a COVID-19 vaccine as a precondition to being hired (if it is available to that employee at the time of hire, that is), is likely a legally defensible condition of employment.

The KVP reasonableness test and the concerns regarding constructive dismissal are not engaged in this context. However, such an approach may be challenged on the privacy and voluntary consent/assault/battery basis detailed above. The risks related to voluntary consent, assault, battery, are arguably lessened in the pre-hire context, as the consequential loss of employment is arguably less severe when it is prospective employment rather than existing employment. Nonetheless, it is possible such challenges could be made to a pre-hire mandatory vaccine policy, and again such claims have not been tested and accordingly, it is not yet clear how decision makers will respond.

It is our opinion that the risks of implementing such a precondition are only moderate to low and OASIS Agencies could likely mandate COVID-19 vaccinations for new hires, subject to addressing the concerns of applicants with legitimate objections based on health or religious grounds. Accommodation on health or religious grounds is discussed in further detail below.

3. MODIFIED COVID-19 PROTOCOL

In our view for unionized settings, OASIS Agencies should implement a modified COVID-19 protocol that encourages vaccination (rather than mandates vaccination) reflecting the principles set out in the above flu shot cases, and which identifies steps that will be taken where proof of vaccination is not provided. Where such protocol takes a balanced approach in providing alternatives, admittedly with consequences, keeping in mind its hugely legitimate concern for safety, the protocol would likely withstand challenge from unions or employees. Such a protocol would also need to account for accommodation for substantiated medical and religious reasons.

For non-unionized workplaces, a modified COVID-19 protocol may be implemented in lieu of a mandatory protocol, as a strategy to mitigate the risks described in the section above.

Steps that may be taken in respect of those who don't vaccinate or who won't provide proof of vaccination are discussed below in the section "Options for Response to Non-Vaccinated Employees".

(a) Strategy for Increasing the Voluntary Rates of Vaccination

With respect to implementing a policy or internal protocol that encourages the COVID-19 vaccine, we recommend implementing strategies aimed at obtaining a high-level of subscription to the vaccine. Towards that aim, below are strategies to assist:

Communication Strategy: We recommend a communication strategy aimed at increasing workers' knowledge in respect of the COVID-19 vaccine, its effectiveness, its side effects, and the potential risk of transmission to supported individuals, in an effort to adequately target and alleviate the concerns of employees. Any information shared should be consistent with Public Health publications.

Engage Stakeholders: Workplace stakeholders may prove valuable allies in wide vaccination take up. To that end, we recommend engaging with any workplace unions. Joint Health and Safety Committees may also be a valuable ally in supporting the immunization approach.

Clinics: If conditions permit, it may be possible in the future to host vaccine clinics to make the vaccine easily accessible.

Incentives: In non-unionized workplaces, OASIS Agencies may consider offering to pay for time off to receive the vaccine. This approach brings potential risks involving claims of differential treatment based on human rights protected grounds. There is also a question with respect to whether such an incentive would have the desired effect with some literature describing that the incentive might suggest to workers that the vaccine is not a thing of value and/or that the vaccine is riskier than they would otherwise assume.

(b) Options for Response to Non-Vaccinated Employees

There will almost certainly be employees who will not become immunized or who will not provide proof of immunization. Below, we describe options for responding to those cases. Ultimately, the approach will be situation and workplace specific.

Human Rights-Protected:

If and when OASIS Agencies are confronted with a refusal to comply that is based on protected grounds under human rights legislation, the Agency should request that the employee provide evidence that supports the claim, in the same manner the Agency would do with any human rights objection to compliance with workplace rules. If the individual can properly substantiate the human rights based claim, OASIS Agencies will need to determine if immunization constitutes a *bona fide* occupational requirement

(BFOR) for that particular position. If immunization cannot be defended on this basis, OASIS Agencies must then attempt to accommodate the individual to the point of undue hardship. Accommodation measures may include such approaches as reassignment to work away from others, modified hours, plastic barriers and other protective equipment, remote work, or an unpaid leaves of absence.

Also relevant to any such analysis will be the other health and safety protocols in place to address COVID-19 transmission as well as the current science and public health information. For example, as discussed above, at this time, it is unknown whether or not the COVID-19 vaccines assist at all with transmission between individuals or merely prevent an individual from getting sick once vaccinated. The science and research based impact of the vaccine will be critical to any BFOR analysis. If it cannot be proven to positively prevent transmission it may be difficult to assert a BFOR if the employee can otherwise wear all other required PPE and adhere to all other public health directives and safety protocols currently in place to limit and prevent transmission.

Non-Human Rights Protected Refusals:

For individuals who do not immunize or who refuse to comply with the request to provide proof of immunization, Agencies may consider the below responses.

- **Mandated continued use of Personal Protective Equipment (PPE)/Physical Distancing:** At this time, public health protocols around masking and physical distancing have not been altered. Should that change, protocols in respect of PPE and physical distance should be reviewed based on the situation at the time including as it relates to the virus, outbreaks, the evidence with respect to the efficacy of the vaccine, and transmission of the virus.
- **Reassignment:** Can the worker be reassigned to work away from others? This approach is likely only reasonable where there is no outbreak and where the employee may work away from individuals who would be considered high risk for infection related to the COVID-19 virus.
- **Remote Work:** Can the worker perform the work effectively from home? This approach should be considered carefully as it may be abused by those workers who do not want to return to the workplace once allowed. Where such options are provided, consideration should be given to making it time-limited.
- **Unpaid Leaves⁹:** Influenza immunization policies which impose non-disciplinary unpaid leaves on unimmunized employees during an influenza outbreak have consistently been found to be reasonable and enforceable in the health care sector.

⁹ While the time off work is without pay, policies reviewed in relation to annual flu shots also often allowed affected employees to use various credits (e.g. vacation credits or banked

We note that in the non-union environment, protocols that impose work from home or unpaid leaves for non-immunized workers risk claims of constructive dismissal.

The availability of these options and their legal treatment, particularly in the unionized environment will be assessed on the reasonableness of the response. Factors that may be considered could include the particular type of work performed (whether it is direct support, congregate care or administrative/office work) and what zone the workplace is in (does the area have a high rate of infection).

The foregoing measures do not guarantee the modified protocol will be upheld if challenged, only that there is a greater chance of withstanding legal scrutiny on the basis of the reasonableness of the employer's approach. With respect to any COVID-19 protocol, we recommend confirming that the consequences of non-vaccination are defensible based on the scientific research available at the time, and should that research change, the protocol should also adapt.

Part IV. Conclusion

Having considered the state of the case law and the underlying legal principles, it is our view that OASIS Agencies' can make offers of employment for new hires conditional upon receiving a COVID-19 vaccine, subject to accommodation for substantiated medical and religious reasons.

For existing employees of unionized workplaces, we recommend a modified COVID-19 vaccination policy that provides accommodation for substantiated medical and religious reasons and encourages immunization with employment consequences, rather than mandating the COVID-19 vaccine. For unionized environments such policies would need to account for any existing vaccine requirements in the Collective Agreement that may apply.

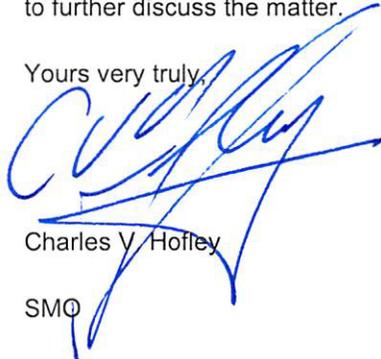
For non-union workplaces, we assess the risk of a mandatory COVID-19 protocol as moderate to low. Should OASIS Agencies want to mitigate that risk for their non-Union workers, a modified COVID-19 policy like that described for unionized workplaces would assist.

If we can provide assistance in drafting such a policy, we are pleased to do so.

overtime) to offset the financial impact of the missed shifts. We also note that employees placed on leave may be entitled to be placed on a statutory leave and/or receive government sponsored benefits, dependent on eligibility rules at the time of the leave.

We trust that the foregoing will be of assistance. We are available at your convenience to further discuss the matter.

Yours very truly,



Charles V. Hoffee

SMO



Siobhan M. O'Brien