

**Ontario Real Estate Association (the “Association”)
COVID-19 Vaccination Policy**

Date Approved: September 24, 2021	Policy ID:
Review Date:	Status: New
Remarks:	

Non-compliance with the requirements of this Policy can trigger substantial risk to OREA’s staff, volunteers, their families, and the community at large. Accordingly, and in line with OREA’s policies, directives and applicable legislation, any non-compliance with this policy may result in discipline up to and including termination of employment (for employees), or termination of engagement (for all other Covered Individuals).

Purpose:

OREA is committed to taking every precaution necessary in the circumstances for the protection of the health and safety of our staff and our workplace from the hazards posed by COVID-19. Vaccination is a key element in the protection of our workplace against the hazards posed by COVID-19, and one of the critical control measures regarding COVID-19.

This Policy is designed to protect health and safety of OREA staff, volunteers, and their families by maximizing COVID-19 vaccination rates among OREA employees, and other individuals required to attend in-person at OREA workplaces and/or work locations.

The purpose of this policy is to outline expectations with respect to COVID-19 immunization disclosure for the following individuals:

- Employees / staff, including full-time, part-time and casual workers
- Contractors;
- Suppliers;
- Guests; and
- Volunteers (Including, but not limited to, Officers, Directors, Committee Members).

(collectively the “**Covered Individuals**”)

Principles:

The following principles will guide the implementation of COVID-19 Vaccination Policy:

Mandatory Vaccination

All Covered Individuals, attending in-person at OREA workplaces and/or work locations, are required to be **fully vaccinated** against COVID-19 by **November 15, 2021**, unless there is a medical reason for not receiving a vaccine, as stipulated by The Ontario Ministry of Health or if doing so would be contrary to the individual's human rights as stipulated by the Ontario *Human Rights Code* (the "**Code**").

Paid Time Off

All employees, who get vaccinated during regular business hours, will be eligible for paid time off for up to three (3) days of regular working time (i.e. the working day immediately following the vaccination), calculated at the employee's normal hourly rate of pay (i.e. not the overtime rate) and administered in accordance with OREA's standard payroll practices. OREA will require advanced notice of vaccination appointments during regular business hours.

COVID-19 Vaccine Disclosure

This Policy requires all Covered Individuals to provide proof of full vaccination against COVID-19 in a form acceptable to OREA, in addition to a duly executed *Attestation regarding COVID-19 Immunization Status* form, attached as **Appendix A**.

After a Covered Individual's vaccination status has been verified, OREA will not retain copies of immunization records provided by Covered Individuals to management.

Any immunization records provided to management before the coming into effect of this Policy will be deleted and/or securely destroyed.

Any information relating to a Covered Individual's immunization status will be kept in a confidential file and will only be used to the extent necessary for implementation of this Policy, for administering health and safety protocols, and infection prevention control measures in the workplace.

Third Party Venue Requirements

Subject to applicable law, Covered Individuals required to attend at OREA events held at facilities or venues owned or operated by third parties must adhere to the entry and/or screening requirements imposed by the relevant third party.

Entry requirements vary based on the type of event and location, but may include:

1. Proving that the individual is fully vaccinated via hard copy documentation or electronic means; and
2. Submission to Rapid Antigen Testing at the discretion of the third party.

Accommodation

Covered Individuals who are not able to obtain a COVID-19 vaccine due to a medical exemption or as a result of a protected ground under the Code can request accommodation by submitting a written accommodation request to Human Resources and cooperating in the accommodation process.

All accommodation requests require written proof of the need for accommodation to be submitted along with the written accommodation request. In the case of a request for medical accommodation, the request must include a documented medical reason for not being fully vaccinated against COVID-19, and the effective time period for the medical reason.

Rapid Antigen Testing

OREA requires all Covered Individuals to be fully vaccinated. Covered Individuals who are not able to obtain a COVID-19 vaccine due to a medical exemption, as stipulated by the Ontario Ministry of Health or as a result of a protected ground under the Code must complete regular point of care antigen testing ("**Rapid Antigen Testing**") for COVID-19 in order to enter OREA's premises or work locations. Current Rapid Antigen Testing requirements are below:

1. **Rapid Antigen Testing Frequency** – Covered Individuals who are not fully vaccinated must submit to regular Rapid Antigen Testing for COVID-19 and demonstrate a negative test result in the following frequency:
 - i. A minimum of two (2) Rapid Antigen Tests per week for those who attend at OREA's premises or work locations for 2 or more days per week
 - ii. Covered Individuals who attend at OREA's premises or work locations for less than 2 days per week shall submit to a Rapid Antigen Test on that day
2. **Testing Procedure**
 - a. **Consent** – Prior to submitting to Rapid Antigen Testing, each Covered Individual will be required to complete a *COVID-19 Consent to Rapid Antigen Testing Consent and Release Form*, attached as **Appendix B**;

- b. **On-Site Rapid Testing** – Rapid Antigen Testing will be self-administered by a Covered Individual and supervised by a representative of OREA, in accordance with current provincial guidelines and OREA’s policies.
- c. **Staggered Start Times** – Start times for Covered Individuals who are subject to the Rapid Antigen Testing requirement may be staggered to prevent overcrowding;
- d. **Verification** – Covered Individuals must provide verification of a negative Rapid Antigen Test to OREA, in a manner to be determined by OREA.
- e. **Rapid Testing Results** – In the event that a Covered Individual tests “preliminary positive”:
 - i. They will not be permitted to enter OREA’s premises or work locations and will be directed to self-isolate immediately;
 - ii. If required by applicable law, the “preliminary positive” test result will be reported to the local public health unit.
 - iii. The Covered Individual will be advised and expected to comply with any instructions or requirements of the local public health unit, including with respect to scheduling a PCR diagnostic test at an authorized test facility;
 - iv. The Covered Individual will not be permitted to return to OREA’s premises until cleared to do so by the local public health unit and can complete the screening process in place at the time.

Confidentiality Statement

OREA will maintain the confidentiality of vaccine disclosure and Rapid Antigen Testing information, including documentation verifying receipt of a vaccination series approved by Health Canada, in accordance with applicable law. This information will only be used to the extent necessary for implementation of this Policy, for administering health and safety protocols, and infection prevention control measures in the workplace.

COVID-19 Infection Prevention and Control Measures

Subject to applicable law, all OREA workplace health and safety measures including mandatory face covering, active screening, physical distancing, cohorting, and other Infection Prevention and Control protocols shall continue to remain in effect, irrespective of an individual’s vaccination status.

This Policy does not provide Medical Advice

Any information contained within this Policy or the attached appendices is provided for informational purposes only and does not constitute medical advice. No material within this

Policy is intended to be a substitute for medical advice, diagnosis or treatment. Covered Individuals should always seek the advice of a physician or other qualified health care provider with respect to any questions regarding COVID-19 vaccines and/or Rapid Antigen Testing, and never disregard professional medical advice or delay in seeking it because of something in this Policy.

Applicable Law

This Policy shall at all times be administered in accordance with applicable law, including but not limited to Ontario's Human Rights Code. Please direct any accommodation related questions or concerns to Human Resources Department.

Non-compliance with this Policy

Any non-compliance with this policy may result in discipline up to and including termination of employment (for employees), or termination of engagement (for all other Covered Individuals).

Changes to this Policy

This Policy shall be revised as needed based on risk assessments, OREA's discretion, and applicable laws, regulations, public health orders, directives and recommendations.

Application & Scope: (who should know this policy)

This Policy applies to the above-noted Covered Individuals

Definitions: (if any)

Fully Vaccinated:

For the purposes of this document, "fully vaccinated" means having received the full series of a COVID-19 vaccine or combination of COVID-19 vaccines approved by Health Canada (e.g., two doses of a two-dose vaccine series, or one dose of a single-dose vaccine series); and having received the final dose of the COVID-19 vaccine at least 14 days ago.

Proof of Vaccination:

For individuals who were vaccinated in Ontario, the only acceptable proof of vaccination is presenting the physical or electronic receipt provided by the Ministry of Health. Individuals who misplace their receipt can obtain a replacement copy by logging into the provincial online vaccine portal (<https://covid19.ontariohealth.ca/>) or by calling the Provincial Vaccine

Booking Line at 1-833-943-3900. For individuals vaccinated outside of Ontario, management will assess proof of vaccination provided by a Covered Individual on a case-by-case basis.

Medical Exemptions:

The Ontario Ministry of Health currently limits medical exemptions to individuals who have suffered (i) severe allergic reactions or anaphylaxis to a previous dose of a COVID-19 vaccine or to any of its components and who have been assessed by an allergist/ immunologist to review methods for possible (re)administration of a COVID-19 vaccine; and (ii) a diagnosed episode of myocarditis/ pericarditis after receipt of an initial dose of an mRNA vaccine.

https://www.health.gov.on.ca/en/pro/programs/publichealth/coronavirus/docs/vaccine/COVID-19_vaccination_rec_special_populations.pdf

Forms attached to this policy:

- Attestation regarding COVID-19 Immunization Status
- Consent to Rapid Antigen Testing Consent and Release Form

Appendix A:
Attestation regarding COVID-19 Immunization Status

By signing below, I _____ (**Name**), attest that, effective _____, 2021 (**Date of last dose received**), I have received the full series of a COVID-19 vaccine or combination of COVID-19 vaccines approved by Health Canada (e.g., two doses of a two-dose vaccine series, or one dose of a single-dose vaccine series); and that I have received the final dose of the COVID-19 vaccine at least 14 days ago.

This attestation is provided freely and voluntarily to Ontario Real Estate Association (“**OREA**”) for the express purposes of OREA’s COVID-19 Vaccination Policy (“**Policy**”), and subject to the additional terms and conditions set out below:

1. **Strict Confidentiality** – OREA will treat this attestation, and any information relating to my COVID-19 immunization status (collectively the “**Information**”), as strictly confidential. OREA will disclose the Information only as permitted by law. I understand that OREA will take reasonable precautions to maintain the confidentiality of the Information, including implementing appropriate data security measures and limiting access to the Information.
2. **Permitted Uses of the Information** – I understand that OREA is bound to legislative requirements which may require OREA to disclose the Information (in identifiable or de-personalized format) and my identity (including my name, address, and contact information) to third parties including the Ministry of Health, the Bereavement Authority of Ontario, the Ministry of Labour, and the local public health unit (including for the purposes of a contact tracing investigation). By signing below I authorize such disclosure. I understand that the Information may also be used internally by OREA for the purposes of my employment relationship or engagement, including for the purposes of workplace health and safety, and the administration of the Policy.
3. **Retention** – I understand that the Information will be stored in accordance with OREA’s standard practices that govern the collection, and retention of such information, and in accordance with applicable law. I understand that the Information will primarily be stored in and subject to the laws of the province of Ontario, Canada. I understand that OREA will retain the Information for the longer of: (1) a period of two (2) years, or (2) until such time as the information is no longer necessary for the purposes of the Policy and/or the administration of my employment relationship or engagement with OREA.

4. **Waiver and Release** – I understand that I will have no right of action against OREA arising from or as a result of my disclosure of the Information to OREA.

Acknowledgement: I have had opportunity to consider the contents of this form as well as the Policy, and to consult with available resources / professionals regarding my rights, and voluntarily consent to the above. I understand and agree that misrepresenting my COVID-19 immunization status is a serious matter that may result in discipline up to and including termination of my employment or engagement with OREA.

Signature: _____ **Date:** _____, 2021

Street Address: _____

Email Address: _____ **Phone:** _____

Appendix B

COVID-19 Rapid Antigen Testing Consent and Release Form

Ontario Real Estate Association (“**OREA**”) has implemented private sector Rapid Antigen Testing (“**Rapid Testing**”) in accordance with the province of Ontario’s [COVID-19 Guidance: Considerations for Privately Initiated Testing](#) (“**Considerations**”), pursuant to the terms of OREA’s COVID-19 Vaccination and Testing Policy (“**Policy**”).

By signing below, I _____ (**Name**), hereby consent to participate in Rapid Testing administered by OREA, and further agree to the following terms:

1. **Mandatory Health Screening:** Before submitting to Rapid Testing, for any reason, I will complete a self-assessment using the <https://www.orea.com/OREACovidScreening> . If I have answered “yes” to any of the questions on the Screening Tool, I will not participate in Rapid Testing, and will not attend at OREA’s facility or work locations for any reason. Instead, I will self-isolate immediately, and follow the directions provided to me by the Screening Tool.
2. **Rapid Testing is not intended for symptomatic individuals:** By signing below, I confirm that I do not have any of the symptoms listed on the <https://www.orea.com/OREACovidScreening> as amended from time to time. If I have symptoms of COVID-19, I will immediately obtain a COVID-19 PCR diagnostic test from the local public health authority or contact my local public health unit to schedule a COVID-19 PCR diagnostic test. By signing below, I further confirm:
 - i. I do not have any of the symptoms associated with COVID-19;
 - ii. I have not been advised of a possible exposure to COVID-19 through the COVID Alert App, or by public health authorities;
 - iii. I have not been advised to self-isolate by a public health authority because of living or working in a setting that has an active COVID-19 outbreak.
3. **Consent to Specimen Collection:** I voluntarily consent and authorize OREA to conduct specimen collection and analysis for the purposes of Rapid Testing. I acknowledge and understand that my Rapid Test will require the collection of an appropriate sample through an anterior nasal swab or a throat swab.

4. **Informational Purposes Only:** I understand that there are risks and benefits associated with undergoing Rapid Testing, and there may be a potential for false positive or false negative Rapid Test results. Any results I receive are for informational purposes only and do not constitute a medical diagnosis.
5. **Communication:** I consent to receiving emails, text messages, and phone calls at the email address and phone number provided below. My Rapid Test results may be reported to me through any of the foregoing means or any other reasonable mechanism, including text messages or web-based applications.
6. **OREA's Reporting Obligations:** I understand that my identity (name, address, all contact information) and positive results may be reported to the local public health authorities, in accordance with applicable law. In the event that I screen "preliminary positive", I understand that OREA may be obligated to report my Rapid Test result to the local public health unit.
7. **My Responsibilities:** I assume full responsibility to seek and obtain medical and other advice relating to Rapid Testing and any results I receive. In the event of a "preliminary positive" Rapid Test result, I will be solely and exclusively responsible for:
 - i. **Completing a COVID-19 diagnostic test within twenty-four (24) hours of receiving my Rapid Test result:** I understand that if I do not complete a COVID-19 diagnostic test within twenty-four (24) hours of receiving a "preliminary positive" Rapid Test result, I may be presumed to have been diagnosed with COVID-19, and therefore subject to all associated public health guidelines, restrictions and protocols, including the requirement to self-isolate in accordance with applicable law;
 - ii. **Complying with all applicable public health protocols and guidelines:** including but not limited to self-isolating immediately after being advised of a "preliminary positive" Rapid Test result, and participating in any required contact tracing in accordance with applicable law; and
 - iii. **Refraining from attending at or entering a OREA facility or work location:** in contravention of the Policy.

Should I have questions or concerns regarding my results, or a worsening of my condition, I shall promptly seek medical advice, in accordance with current public health guidelines and requirements, and treatment from an appropriate medical provider.

8. **Waiver and Release** – I understand that I will have no right of action against OREA arising from or as a result of my participation in Rapid Testing, as described above.

Acknowledgement: I have had opportunity to consider the contents of this Form as well as the Policy, and to consult with available resources / professionals regarding my rights, and voluntarily consent to participate in Rapid Testing as described above. I understand and agree that any failure on my part to adhere to the mandatory Rapid Testing requirements described above may result in discipline up to and including termination of my employment or engagement with OREA.

Signature: _____ **Date:** _____, 2021

Street Address: _____

Email Address: _____ **Phone #:** _____