

## NY Employers Must Give Paid Time Off for COVID-19 Vaccinations

Public and private employers in New York must now provide their employees with paid time off to receive their COVID-19 vaccines. Senate Bill S2588A, effective March 12, amends the state labor and civil service laws to require employers to give employees “a sufficient period of time, not to exceed four hours for each vaccine injection.”

Other requirements under newly added sections include:

- Pay for the time off must be at the employee’s “regular rate of pay.”
- The time off may not be charged against any other time off employees may be entitled to, including paid sick leave or COVID-19-related sick leave.
- The law prohibits employers from retaliating against employees who request this time off, including by discharging, threatening, penalizing or in any way discriminating against employees who exercise their rights to take the time.

While unionized employees governed by a current collective bargaining agreement (CBA) must receive at least four hours, they may be entitled to more under their agreement. The law also specifically provides that a CBA may provide for a waiver of the employees’ entitlement to this time off, as long as the waiver “explicitly references” the provisions of the law.

The entitlement is temporary and sunsets on Dec. 31, 2022.

### What New York Employers Should Do Now

- Let employees know they are entitled to the paid time off and advise how they can request and account for it in time-keeping and pay programs.
- Consider whether to give paid time off retroactively to employees who may have used unpaid time, sick time or personal time to receive their vaccines.



- For those employers with employees represented by unions and covered by CBAs, determine whether the provisions of the existing agreement are applicable to time off for vaccinations and to what extent that agreement meets or exceeds the new law’s requirements.
- For new collective bargaining agreements, consider whether to negotiate language that acknowledges that the terms meet or exceed the requirements of the law or to negotiate specific waiver language.

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6624 REV1 04-02-2021

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