

MEMORANDUM OF AGREEMENT

Between

The Crown in Right of Ontario,
As represented by Management Board of Cabinet

("the Employer")

- and -

Ontario Public Service Employees Union

("the Union")

Definitions, in this agreement:

"SARS" means severe acute respiratory syndrome.

"quarantine/isolation" means (1) being in isolation or subject to a control measure in compliance with SARS-related information or directions issued to the public, a part of the public or one or more individuals, by the Commissioner of Public Safety, a public health official, a physician, or a nurse, or by Telehealth Ontario, the Government of Ontario, the Government of Canada, a municipal council or board of health, whether through print, electronic, broadcast or other means; (2) being unable to work because of a direction by the Employer in response to a concern of the Employer that the employee may expose other individuals in the workplace to SARS; or (3) being unable to work because the employee is acting in accordance with a SARS-related order under section 22 or 35 of the Health Protection and Promotion Act.

WHEREAS the Employer is concerned that its employees not be financially disadvantaged by absences from the workplace due to SARS-related quarantine/isolation.

Without precedent and prejudice, the Employer and the Union agree to the following terms as full and final settlement of all matters, all grievances, and all claims concerning compensation for time off work for quarantine/isolation by the Union or OPSEU-represented employees against the Employer related to absences of employees from the workplace due to SARS-related quarantine/isolation:

1. This agreement applies only to employees in the OPSEU bargaining units who were not able to perform their job duties due to quarantine/isolation.
2. This agreement does not apply to an employee who is unable to attend to his or her duties due to sickness and/or who is under individual medical investigation, supervision or treatment related to SARS.
3. **Classified Employees**

- a) A classified employee will be granted leave with full pay pursuant to Article 25.1(a) of the OPSEU collective agreement for the working days that he or she was absent due to quarantine/isolation.
- b) A classified employee who was on a leave of absence with pay under the Short Term Sickness Plan pursuant to Article 44.1 or Article 71.1, for the period of his or her quarantine/isolation, will have those Short Term Sickness Plan credits reinstated.
- c) For any period of quarantine/isolation that a classified employee was on a leave of absence pursuant to Article 44.1 (a) or Article 71.1 (a), he or she will receive no additional compensation from the Employer.
- d) A classified employee who was on a leave of absence pursuant to Article 44.1 (b) or Article 71.1 (b), for a period of his or her quarantine/isolation, and who did not exercise his or her option under Article 44.6 or Article 71.6, to use accumulated credits, will receive twenty-five percent (25%) of his or her regular salary for each working day that he or she was absent under Article 44.1 (b) or Article 71.1 (b) due to quarantine/isolation.
- e) A classified employee who was on a leave of absence pursuant to Article 44.1 (b) or Article 71.1 (b), for a period of his or her quarantine/isolation, and who exercised his or her option under Article 44.6 or Article 71.6 to use accumulated credits, will have those credits reinstated and will receive no additional compensation from the Employer.

4. Unclassified Employees Other than Seasonal or Student Employees

- a) A full-time unclassified employee will be compensated at his or her regular salary for the working days that he or she was absent due to quarantine/isolation.
- b) A regularly scheduled part-time unclassified employee will be compensated at his or her regular salary for the scheduled hours of work that he or she was absent due to quarantine/isolation.
- c) An irregularly scheduled unclassified employee who was unavailable to be scheduled, will be compensated at his or her regular salary for the estimated hours that he or she was absent due to quarantine/isolation. The estimated hours that the employee was absent will be based on the average number of non-overtime hours worked over the thirteen (13) weeks preceding the commencement of the employee's quarantine/isolation.
- d) An unclassified employee who used attendance credits pursuant to Article 31A.8.1 for a period of his or her quarantine/isolation, will have those credits reinstated.

- c) Notwithstanding sections 4 (a) and 4 (b), for any period of quarantine/isolation that an unclassified employee used attendance credits pursuant to Article 31A.8, he or she will receive no additional compensation from the Employer.

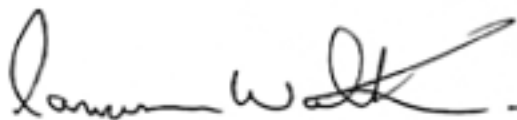
5. Seasonal Employees

- a) A seasonal employee will be compensated at his or her regular salary for the working days that he or she was absent due to quarantine/isolation.
- b) A seasonal employee who used attendance credits pursuant to Article 32.16.1.1 for a period of his or her quarantine/isolation, will have those credits reinstated.
- c) Notwithstanding section 5 (a), for any period of quarantine/isolation that a seasonal employee used attendance credits pursuant to Article 32.16, he or she will receive no additional compensation from the Employer.
- d) A seasonal employee's seniority within a ministry will include periods of authorized paid leave pursuant to this Agreement.

6. Student Employees

- a) A student employee will be compensated at his or her regular salary for the scheduled hours of work that he or she was absent due to quarantine/isolation.
7. Nothing in this agreement creates an entitlement in the OPSEU collective agreement to a leave with pay for unclassified employees outside those established in Articles 31A and 32.
8. The Parties agree that this Agreement is not an admission of liability or wrongdoing on the part of any of the Parties to this Agreement.
9. Any disputes arising out of the administration of this Agreement will be resolved before the Grievance Settlement Board.
10. The parties agree that this Agreement is made without prejudice and without precedent to the ongoing administration of the collective agreement and any other matters between them.

Dated at Toronto, this 30th day of May 2003.



For the Union



For the Employer