

MEMORANDUM OF AGREEMENT

Between

**The Crown in Right of Ontario
As represented by The Treasury Board Secretariat
("Employer")**

And

**The Association of Management, Administrative and Professional Crown Employees of
Ontario
("AMAPCEO" or the "Association")**

Herein after "the parties"

WHEREAS the Province of Ontario is continuing to experience and address matters related to the COVID-19 Pandemic;

AND WHEREAS effective Tuesday May 18, 2021, all Ontario adults aged 18 years and older became eligible to receive their first dose of a COVID-19 vaccine;

AND WHEREAS the OPS COVID-19 Safe Workplace Directive (the "Directive"), which requires all Ontario public servants to be fully vaccinated against COVID-19 and attest to their vaccination status or undertake regular antigen testing came into effect on October 1, 2021;

AND WHEREAS the OPS issued a supplemental directive effective January 21, 2022, for congregate living settings to complete regular rapid antigen testing (RAT);

AND WHEREAS the Employer is committed to adhering to the advice of Ontario public health officials;

NOW THEREFORE, the parties agree, without precedent or prejudice, to the following terms and conditions:


1. Where Fixed-Term AMAPCEO-represented employees who get tested for COVID-19 using a polymerase chain reaction (PCR) test or a rapid antigen test (RAT) and receive a positive COVID-19 diagnosis and/or experience symptoms consistent with COVID-19:
 - a. Employees may be eligible for paid leave once the employee notifies the Employer and provides confirmation of their diagnosis and/or symptoms as soon as reasonably possible. The employee will not be eligible for paid leave until the respective Employer receives confirmation.
 - b. The Parties agree that, for the period of up to a maximum of 10 days starting from the date of the positive PCR or RAT test and/or the onset of COVID-19 symptoms (whichever is earlier) ("self-isolation period"):
 - i. Employees will be required to use attendance credits, as applicable and to the extent that these are available, to cover their absence.


- ii. Where an employee who has tested positive for or is experiencing symptoms consistent with COVID-19, to the extent that the use of attendance credits results in the employee receiving less income than they would receive based on hours of work for which they would have been regularly scheduled, the Employer will provide additional “top up” payments that ensures that the employee maintains the income they would receive based on regular attendance and there will be no compensation for additional or premium payments they may have received (e.g. overtime). For employees who are not scheduled for the 10-day period, their income will be based on an average of the 12 weeks of earnings for regularly scheduled hours immediately prior to the self-isolation period.
 - i. An employee who does not have access to attendance credits under the AMAPCEO collective agreement shall receive the “top up” payment referred to above as a total of all hours the employee would have normally been scheduled during the 10-day period (“self-isolation period”).
 - ii. Where an arrangement or practice is already in place that provides a greater benefit than listed above such arrangement shall continue. For clarity, if the employer is already paying an employee during the “self- isolation period” without deduction from any credits such arrangement shall continue.
 - iii. The “self-isolation period” will be considered time worked for the purposes of seniority and will be calculated based on the employee’s regularly scheduled or otherwise normal hours of work.
2. The Parties agree that, to the extent that workplace arrangements and an employee’s medical condition allow for it, an employee can be directed to carry out work during the period of self-isolation so long as the restrictions associated with self-isolation are maintained.
3. The Parties recognize that employees may be directed into self-isolation by public health authorities without a positive PCR or RAT test or symptoms consistent with COVID-19, such as due to exposure to a known case. Other employer policies, statutory and/or collective agreement provisions may apply to such employees, and this agreement will not apply in those circumstances.
4. The Parties agree that the results of any COVID-19 PCR testing will be treated as personal health information and, as such, will be shared only with the individual employee and any records will be maintained confidentially. Notwithstanding the above, the Parties recognize that the Employer may be obligated to disclose personal information about impacted employees to other government entities as a result of their positive diagnosis for COVID-19, including Public Health Ontario.

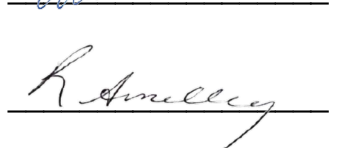
5. Notwithstanding Paragraph 4 above, the Parties recognize that it is the respective Employer's right to publicly disclose a positive finding of COVID-19 in the workplace without the identification of individuals, and this does not constitute confidential information.
6. The Parties will discuss disputes arising from this agreement at the AMAPCEO Central Employee Relations Committee (ACERC), for an expedited resolution of any grievances. Any unresolved disputes concerning the interpretation or application of this Memorandum of Agreement may be addressed through grievances in accordance with the respective collective agreement.
7. This agreement will be retroactive to January 1, 2022 and will continue to be in effect until March 31, 2022. The agreement may be extended by the Parties upon mutual agreement.
8. For clarity, if the employee is entitled to the Coronavirus Paid Leave such as in cases where the employee has no symptoms of COVID-19 or other illness and has received Public Health direction to self-isolate, they shall not be eligible for the payment noted in paragraph 1 or 2.


Signed in Toronto this 4th day of February, 2022.

For the Association:









For the Treasury Board:

