

## **MEMORANDUM OF SETTLEMENT**

Between  
**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL  
(APSSP)**  
(Hereinafter called the “Association”)

And

**SIMCOE COUNTY DISTRICT SCHOOL BOARD**  
(Hereinafter referred to as the “Board”)

WHEREAS the Association filed a policy grievance on behalf of all Association members regarding the implementation of the online COVID-19 screener tool utilized at that time by the Board;

AND WHEREAS the Ministry of Education issued a Guide to Reopening Ontario’s Schools for the 2020/2021 school year during the COVID-19 pandemic;

AND WHEREAS the Board intends to follow the applicable legislation and direction from local, provincial and federal public health authorities (“Public Health Authorities”) and government on matters related to COVID-19;

AND WHEREAS it is understood that the sole purpose of this Agreement is to address issues related to the COVID-19 screener tool utilized by the Board, which has evolved and may continue evolving with changes to the applicable legislation and direction from the Public Health Authorities and various levels of government;

AND WHEREAS legislation, the Public Health Authorities or government may require, recommend or advise that staff members with or without COVID-19 symptoms self-isolate for various reasons;

AND WHEREAS the parties wish to support and encourage employees to comply with the applicable legislation and direction from Public Health Authorities and government during the COVID-19 pandemic;

AND WHEREAS this Agreement is intended to apply solely in relation to the current pandemic;

AND WHEREAS the parties desire to settle all outstanding issues between them relating to this matter;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Employees will continue to be required to complete daily COVID-19 self-assessment as directed by the SCDSB and/or as mandated by the Simcoe Muskoka District Health Unit Medical Officer of Health.
2. An employee who, as a result of the responses they gave over the course of the COVID-19 self-assessment is unable to attend work based on direction from the COVID-19 self-assessment, may be required to submit to a COVID-19 test if directed by Simcoe Muskoka District Health Unit.
3. An employee who self-reports, including through the COVID-19 self-assessment, that they have any form of illness or that they are suffering from any continued symptoms, and who nevertheless indicates that they are fit for work but is not permitted to attend work due to directions from the Simcoe Muskoka District Health Unit, the Chief Medical Officer of Health, legislation, direction from Public Health Authorities and/or various levels of government shall be placed on quarantine leave in accordance with the collective agreement rather than sick leave until such time as they are permitted to return to the workplace in accordance with Simcoe Muskoka District Health Unit's guidelines.
4. An employee who self-reports, including through the COVID-19 self-assessment, that they do not have any form of illness nor any continued symptoms and who indicates that they are fit for work but who is nevertheless not permitted to attend work due to directions from the Simcoe Muskoka District Health Unit, the Chief Medical Officer of Health, changes to legislation and direction from Public Health Authorities and/or various levels of government shall be placed on quarantine leave, in accordance with the collective agreement, rather than sick leave, until such time as they are permitted to return to the workplace.
5. An employee who tests positive for COVID-19 through a COVID-19 test and is not symptomatic at any time during the relevant period, and is therefore required to self-isolate, shall, commencing on the day they are advised of their positive test, be placed on quarantine leave, in accordance with the collective agreement rather than sick leave until such time as they are permitted to return to the workplace in accordance with Simcoe Muskoka District Health Unit guidelines. Any days charged to sick leave prior to the confirmation of the employee's positive test result shall be amended to quarantine leave and the employee's sick leave credits will be restored.
6. An employee who tests positive for COVID-19 through a COVID-19 test and is symptomatic, at any time during the relevant period, will be entitled to access their quarantine leave until such time as their symptoms resolve and they are permitted to return to the workplace in accordance with Simcoe Muskoka District Health Unit guidelines. Any days charged to sick leave prior to the confirmation of the employee's positive test result shall be amended to quarantine leave and the employee's sick leave credits will be restored.
7. Where a member is not entitled to sick leave under their respective Collective Agreement, they may have access to any other leave as per the *Employment Standards Act, 2000*, if applicable in the circumstances.

8. Where a member failed the COVID-19 screener in the 2020-2021 school year and the member exhausts their 11 sick days for 2021-2022 and their top-up days from 2020-2021, impacting their sick leave top-up days in the 2021-2022 school year as a result of failing the COVID-19 screening tool, the member shall be credited back those sick days that were tied to quarantine leave days from the 2020-2021 school year to be used towards topping up any remaining short term sick leave in accordance with the applicable collective agreement, and where the sick leave days were tied to quarantine leave days. For clarity, this provision is not intended to credit back those sick days that were tied to quarantine leave days from the 2020-2021 school year to members who routinely exhaust their 11 sick days each year. These cases will be looked at on a case by case basis in consultation with the association.
9. The parties recognize that the Board policy in respect of COVID-19 screening and self-isolation may change in response to direction from public health authorities or government and is subject to the right of the Association to grieve any such changes.
10. The policy grievance filed by the Association in relation to the Board's COVID-19 screener policy, use of quarantine leave and self-isolation (Code 05) is hereby resolved.
11. Any dispute concerning this Agreement, including but not limited to its interpretation, application or implementation, may be grieved under the terms of the Collective Agreement.
12. Arbitrator Larry Steinberg will remain seized of any issues arising from the implementation or the interpretation of this Agreement.
13. The Board and the Association agree that this Agreement is without prejudice and precedent to any other matter between the parties.

Board:

Association: