

Letter of Understanding

between

Durham Catholic District School Board

(Hereinafter referred to as “the Employer”)

and

Canadian Union of Public Employees, Local 218

(Hereinafter referred to as “the Union”)

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

RE: COVID-19 Coronavirus Response

WHEREAS the Parties have a mutual desire to support the goals and direction of the Provincial Chief Medical Officer of Health to minimize the impact of the COVID-19 Coronavirus on our workplaces and the community, and

WHEREAS the Parties agreed to resolve issues around public health concerns in relation to the COVID-19 Coronavirus;

The Parties agree to the following terms:

1. Definitions:

(a) Self-isolation is a requirement for an employee to remain at home, away from others and the workplace, for an extended period of time, in that they are experiencing symptoms of a suspected or confirmed COVID-19 Coronavirus infection.

(b) Self-quarantine is a requirement for an employee to remain at home, away from others and the workplace, after possible exposure to the COVID-19 Coronavirus. Self-quarantine includes a government or medical order to be quarantined.

2. Employees have a right to know if they are working in a workplace that was exposed to COVID-19 and what measures are being taken to protect them from exposure, in addition to existing measures ensuring they are provided with all protective equipment necessary to perform their duties safely.

3. Where feasible, employees subject to self-isolation or self-quarantine may temporarily tele-commute, thereby performing their duties at home for the duration of the order.
4. Regular, temporary and casual employees required to self-isolate or self-quarantine and who cannot reasonably tele-commute will receive their regular or typical wages for the duration of the order. Regular or typical wages will be determined on the following basis:
 - (a) Wage protection for regular full-time employees will be calculated based on their full-time hours.
 - (b) Wage protection for Part-time and casual employees will be calculated based on their average of their typical weekly shift pattern in the six months prior to the requirement to self-isolate or self-quarantine.
5. Any employee subject to self-isolation or self-quarantine will experience no reduction of any leave bank, or negative impact on their STD Plan for the duration of the order.
6. In cases other than self-isolation or self-quarantine related to COVID-19 Coronavirus, should an employee have flu-like symptoms and notify their supervisor of such that employee will be approved for STD / sick leave without the need for medical proof of illness. In the event that such flu-like symptoms are confirmed to be a COVID-19 Coronavirus infection, paragraph 4 applies and any sick leave benefits used will be credited back to the employee's bank.
7. Employees placed on a medical leave of absence who do not have access to STD or sick leave bank, or have exhausted their STD or sick leave bank, will, nonetheless, receive wage protection outlined in paragraph 4 for the duration of the illness.
8. Normal Collective Agreement requirements that employees provide medical documentation to access wage protection will not apply to those employees subject to self-isolation or self-quarantine for the duration of the COVID-19 Coronavirus public health concerns.
9. Appropriate documentation of a requirement for self-isolation or to self-quarantine will be provided to the Employer electronically as it becomes available.
10. Where employees are negatively affected by a facility or program closure or curtailment, for the duration of the closure or curtailment, regular or typical weekly wages will be maintained, to be calculated as set out in paragraph 4, above.
11. Employees who notify their supervisor that they must absent themselves from work to care for a family member who has a confirmed case of COVID-19 Coronavirus will be placed on a leave of absence without loss of pay in accordance with paragraph 4, regardless of whether they have access to Collective Agreement leave entitlement, or Family Responsibility leave.

12. To the extent possible, where government wage protection benefits are provided to assist with COVID-19 Coronavirus public health efforts, the Parties will work to ensure such benefits are utilized by employees and integrated with the provisions of this Letter of Understanding and the Collective Agreement to provide or partially provide for leave and wage protection provisions set out in this Letter and paragraph 4.

The Employer and Union agree that these terms are a temporary response to COVID-19 Coronavirus public health concerns, and that either party may seek to renegotiate or cancel this Letter of Understanding with ninety days' written notice to the other party.

Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure.

All of which is agreed, this 22nd day of March, 2020, by:



On behalf of the Union

March 22, 2020

Date

On behalf of the Employer

Date