

Memorandum of Understanding
Re: Sick Leave Usage – Family Medical Leave

THIS AGREEMENT made this 29 day of December, 2020 (the "Agreement").

BETWEEN:

The Garden Valley Teachers' Association (hereinafter called "The Union")

-and-

The Garden Valley School Division (hereinafter called "The Employer")

(collectively "the Parties")

WHEREAS The purpose of this Memorandum of Understanding is to confirm the intent of the Parties with respect to Article 7.07 Sick Leave Usage – Family Medical Leave of the Collective Agreement between The Garden Valley School Division and The Garden Valley Teachers' Association.

AND WHEREAS Article 7.07 Sick Leave Usage – Family Medical Leave states: "Each teacher is permitted to use up to 3 days of accumulated sick leave per year to attend to family related medical issues. This leave is for serious medical issues for members of the teacher's immediate family which includes the teacher's parents, teachers' spouse's parents, spouse / common law partner, or child/step child. Staff should use local services where possible and arrangement of appointment times that would minimize their absence. This leave is non-cumulative from one school year to the next school year. This leave is prorated for part-time teachers. A doctor's certificate may be requested.

Effective September 1, 2016: Maximum annual Family Medical Leave days — 4 days

Effective September 1, 2017: Maximum annual Family Medical Leave days — 5 days

NOW THEREFORE the Parties hereby agree to the following temporary process for the 2020/2021 school year:

1. Effective September 1, 2020: Maximum annual Family Medical Leave is equivalent to accumulated sick leave.
2. This Agreement forms a temporary addendum to the Collective Agreement. In the event that any term of this Agreement is in conflict with the terms of the Collective Agreement, this Agreement shall prevail, but only to the extent of the conflict, and only within the terms of this Agreement.
3. The parties make this Agreement on a without precedent or prejudice basis.


4. Unless it is ended or extended by mutual agreement, this Agreement expires on the final day of the 2020-2021 school year.

IN WITNESS WHEREOF the Employer has caused this Agreement to be executed as duly attested by the signatures of its proper officers of the Employer.

THE GARDEN VALLEY SCHOOL DIVISION




Chairperson



Secretary – Treasurer

IN WITNESS WHEREOF the Union has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Union.

THE GARDEN VALLEY TEACHERS' ASSOCIATION



President



MTS Staff Officer