

**Memorandum of Understanding**

**Re: Paid Administrative Leave for Self-Isolation Period After Work Related Exposure for Substitute Teachers**

THIS AGREEMENT made this 5 day of December, 2021 (the "Agreement").

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BETWEEN:

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

-and-

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

(collectively "the Parties")

**Recitals:**

WHEREAS:

- A. As a result of the COVID-19 global pandemic ("COVID-19 pandemic"), the parties recognize that there exists the possibility of exposure to COVID-19 in the workplace, including for substitute teachers;
- B. The Collective Agreement provides limited paid sick leave or other paid leaves for substitute teachers, which may create hardship for substitute teachers who are required to self-isolate following a possible exposure to COVID-19 in the workplace; and
- C. The parties have reached a resolution concerning this matter on the terms and conditions contained herein.

THEREFORE, the parties hereby agree to the following temporary process for the 2020/2021 school year:

- 1. In the event that Manitoba Public Health or the Employer informs a substitute teacher that the substitute was possibly exposed to COVID-19 in the workplace and must self-isolate as a result, the following process shall apply:
  - a. The Employer will assess whether the substitute can be assigned to work from home, and may, in its sole discretion, assign the substitute to work from home. Where this occurs, the substitute will be paid for work performed pursuant to the Collective Agreement.
  - b. If the Employer determines not to assign the substitute to work from home, the substitute shall be entitled up to 10 teaching days of paid administrative leave, for the 14 calendar days since the possible exposure, so long as the substitute continues to self-isolate during that period. The administrative leave shall be paid at the rate the substitute was earning on the substitute's last day of work for the employer prior to being directed to self-isolate.

2. This paid administrative leave is not applicable to periods of required self-isolation due to personal travel, community exposure, being symptomatic and not being able to attend work, or becoming symptomatic while at work.
3. 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.
4. The parties make this Agreement on a without precedent or prejudice basis.
5. 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

  
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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**

  
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President

  
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MTS Staff Officer