

Memorandum of Agreement: COVID-19 Public Health Emergency

Memorandum of Agreement between the Newfoundland and Labrador School Boards Association (NLSBA), and the Newfoundland and Labrador Teachers' Association (NLTA), hereinafter referred to as "the Parties".

It is agreed and understood by the Parties that:

- The COVID-19 pandemic and resulting public health response measures and directives could not have been anticipated in previous collective bargaining sessions;
- Adjustments made to school operations as a result of the COVID-19 pandemic and resulting public health directives and measures must be in compliance with the Provincial and Labrador West Collective Agreements except where otherwise stated herein;
- Consultation with the Association, conducted in a collaborative manner, shall occur prior to any adjustments being made to school operations and/or teacher expectations as a result of the COVID-19 pandemic and resulting public health directives and measures; and,
- The use of the terms "teacher" and "teachers" herein shall be understood to refer to all NLTA members unless otherwise indicated.

The Parties further agree:

- That employees covered by this Agreement cannot be laid-off, or have their contract terminated due to adjustments to school operations resulting from or implemented in response to the COVID-19 pandemic and resulting public health directives or measures;
- Where a teacher is asymptomatic but is directed not to attend work as a result of being identified as a close contact of a confirmed or probable COVID-19 case, they will be placed on special leave with pay for all days missed while awaiting results of testing.
- Teachers will not be required to provide medical documentation for one period of fourteen days in relation to absence from work due to reported COVID-19 symptoms. Functional Abilities Information related to accommodation requests/extensions may still be required.
- Where a substitute teacher is asymptomatic but is directed not to attend work as a result of being identified as a close contact of a confirmed or probable COVID-19 case, they will be placed on special leave with pay for all days missed for which they had been contracted prior to being directed not to attend work while awaiting the results of testing.

With respect to Article 29 of the Provincial Collective Agreement and Article 17 of the Labrador West Collective Agreement, the Parties agree that:

- The timelines for consultation and decisions regarding teachers' curricular and non-curricular duties for the 2020-21 school year may be affected by the COVID-19 pandemic and resulting current and future public health directives and measures.
- The timelines for consultation and decisions regarding teaching and learning assistants' curricular and non-curricular duties for the 2020-21 school year may be affected by the

COVID-19 pandemic and resulting current and future public health directives and measures.

- Teachers' assignments and duties and teaching and learning assistants' assignments and duties may be subject to change, following consultation, as a result of the COVID-19 pandemic and resulting current and future changes to public health directives and measures.

With respect to Schedule D of the Provincial Collective Agreement and Schedule E of the Labrador West Collective Agreement, the Parties agree that:

- Adjustments to school operations resulting from the COVID-19 pandemic and resulting public health directives and measures shall not lengthen the instructional day for students, the hours of classroom instruction for teachers, or the length of the work day for teachers.
- Adjustments to school operations resulting from the COVID-19 pandemic and resulting public health directives and measures which may temporarily reduce the length of the instructional day for students, the hours of classroom instruction for teachers or the length of the work day for teachers, shall not be considered to constitute "conditions as they currently exist" after the public health directives and measures that gave rise to the adjustments are lifted.

With respect to the implementation of government's K-12 Education Re-entry Plan, the following is understood and agreed by the Parties:

- NLTA members shall only be responsible for the cleaning of their own work station (i.e. computer and desktop) and personal equipment/devices and property. Teachers, teaching and learning assistants, and administrators shall not be required to clean equipment/devices used by students, instructional or other spaces, and will instruct students in how to properly clean equipment, devices and manipulatives used by students, as well as individual student desktops.
- Each classroom shall be supplied with a hand sanitizer station and students will be instructed on how to routinely sanitize their hands. An adequate supply of hand sanitizer shall be maintained in each station.
- Personal Protective Equipment, such as face masks and shields, gloves, etc., shall be provided as required.
- The current public health emergency has resulted in uncertainty when it comes to regular planning for a new school year. This may require additional planning and preparation by principals. Therefore, and as per Clauses 18.11 and 29.11 of the Provincial and Labrador West Collective Agreements respectively, should principals be requested to attend to work duties prior to the beginning of the 2020-21 school year for planning and preparation purposes, they shall be granted paid leave of absence during the school year for each day worked, to a maximum of three days. In this regard, Clauses 29.04(a) and 17.04(a) of the Provincial and Labrador West Collective Agreements respectively, shall only apply with respect to principals' assigned teaching duties. Tracking of these days is the responsibility of the school district.

With respect to Schedule N of the Provincial Collective Agreement and Schedule K of the Labrador West Collective Agreement, the parties agree that:

For as long as this MOA is in effect, the employer may employ a teacher holding a Certificate IV or higher, who is working as a teaching and learning assistant, whether on a full-time basis or contracted for a substitute, term or replacement teaching and learning assistant position, in a substitute, term or replacement teaching position during the term of their contract, provided that:

- there are no regular, non-retired substitute teachers available who hold a Certificate IV or higher; and,
- the school districts shall comply with Clause 29.04(a) of the Provincial Collective Agreement and Clause 17.04(a) of the Labrador West Collective Agreement with respect to making every effort to replace teaching and learning assistants.

Should public health directives and measures require the suspension of in-school classes, resulting in teachers providing daily distance learning instruction from either their workplaces or their homes, the Parties agree that:

- Teachers shall be provided with professional development in distance learning methodology and technology.
- Teachers shall be provided with computers/devices, software/programs, equipment, and technological support as necessary and required for the provision of distance learning instruction.
- Teachers shall not be expected to assume any financial cost in providing distance learning instruction to students either from their workplaces or their homes. This would include any additional expenses resulting from required changes or enhancements to internet subscription costs. Any such additional expenses/costs must be discussed with and approved by the school district prior to being incurred.

The Parties acknowledge and agree that the suspension of in-school classes resulting from the COVID-19 pandemic and resulting public health directives and measures has a negative impact on the availability of paid employment for substitute teachers and the economic viability of substitute teaching as a vocation. The Parties further acknowledge and agree that the public K-12 education system requires an available and adequate supply of substitute teachers. It is therefore agreed that:

- The school districts will conduct an assessment of past substitute teacher requirements on a school by school basis, and will use this assessment data to identify schools and groups of schools for which full-time term contracts to employ substitute teachers are warranted to provide replacements for regular teachers. Substitute teachers employed in such term contracts will only be able to work in the school(s) designated in the term contract, and their daily teaching assignment will be subject to change. When a school's needs cannot be met by the teacher(s) in a term contract position(s), the school districts shall continue, as per Clauses 29.04 and 17.04 of the Provincial and Labrador West Collective Agreements respectively, to make every effort to assure that substitute or replacement teachers are provided when teachers are absent for valid reasons.

- That, should public health directives and measures result in any period(s) of suspension of in-school classes during the 2020-21 school year, the Parties shall both bring forward the concerns regarding financial impact on substitute teachers, the economic viability of substitute teaching as a vocation, and the need for an available and adequate supply of substitute teachers in the K-12 education system to the Premier, the Minister of Education and Early Childhood Development and the Minister of Finance.

This Memorandum of Agreement shall be and remain in effect for the duration of the 2020-21 school year or until the lifting of all COVID-19 public health directives and measures.