

Impact of 2016-2020 Collective Agreement Changes

The 2016-2020 Provincial Collective Agreement was officially signed on April 17, 2019.

Unless otherwise indicated, changes to the Agreement are effective as of the date of signing.

Letter #3 – Pensionable Service During a Legal Work Stoppage

The renewal of this letter in the 2016-2020 Provincial Collective Agreement has created a **THREE-MONTH WINDOW FROM April 17, 2019 – July 17, 2019 FOR TEACHERS TO PURCHASE LOST PENSIONABLE SERVICE DUE TO A PAST LEGAL WORK STOPPAGE.**

Teachers who were contributing members of the Teachers' Pension Plan during either or both of the work stoppages in 1982-83 and 1993-94 would have lost one month of pensionable service (0.1 years) in each of these school years, unless arrangements were previously made to purchase the lost pensionable service.

As a result, many teachers who work 30 complete years have 29.8 worked pensionable years and use rounding to retire in June of a year under "30 and out".

A teacher with 29.5 worked pensionable years can round for retirement purposes at the end of a school year (in June) only. A person with 29.3 or 29.4 worked pensionable years cannot retire in June, but must work an additional six or seven months in the following school year in order to be eligible to retire under "30 and out". (As well, rounding can occur in the same manner for teachers retiring under 29+1, and 25 and 55, but only in June.) For teachers who are short one or two months and wish to retire as early as possible, this window of opportunity to purchase strike time can be very important.

Purchasing pensionable service will also add 0.2% (0.22% for 1982-83 service) of pension accrual for each month purchased. The cost to purchase pensionable service during a legal work stoppage is twice the normal contribution rates at the salary in effect at the time of the work stoppage, plus interest.

For those teachers who are interested in purchasing this ser-

vice, the procedure is to email a request to the Teachers' Pension Plan Corporation (TPPC) at memberservices@tppc.nl.ca. You must provide your SIN and mailing address and ask for a contract to purchase pensionable service lost during a legal work stoppage(s). **This must be done within the three-month window ending July 17, 2019.** The TPPC will send you a contract in the mail outlining the cost and options for payment.

Relatively few teachers have utilized previous windows of opportunity to purchase "strike time" because there is no employer contribution to the cost. However, this window may be very important for those teachers who require one or two months to be able to utilize the rounding option for pension eligibility in June of a school year. Teachers should check their pension statement to determine their pensionable service as of the end of a school year.

To help in considering this option, the following examples, prepared by the TPPC, are designed to provide "ballpark" estimates of the cost of purchasing one month of strike time for pensionable service:

- A teacher with an annual salary of \$32,256.00 in 1993-94 would pay \$1,806.38 to purchase the one month of pensionable service.
- A teacher with an annual salary of \$36,657.00 in 1993-94 would pay \$2,035.77 to purchase the one month of pensionable service.

(Note: Your annual pensionable salary for each year of service is provided on your pension statement.)

Any questions can be directed to an administrative officer in Programs and Services at the NLTA.

Article 5: School Board-Teacher Liaison Committee

For the NLESD, there will now be one provincial School Board-Teacher Liaison Committee (SBTLC) which will include five (5) teacher representatives, the President and NLTA staff, along with senior District staff and school board Trustees. Meetings will occur during the school day, twice per year. (There is already a single provincial committee for the Conseil scolaire francophone, which will continue as per current practice.)

The SBTLC members for 2018-20 were appointed this past fall; however, this was based on the structure in place at that time under the previous agreement. The new Agreement is now in effect and discussions are ongoing with NLESD to establish the first meeting under the new structure. NLTA staff will be in communication with Committee members regarding the appointment of SBTLC representatives for the new, provincial structure.

Article 6: Employment of Teachers

Changes to Clause 6.11(a) introduce seniority-based hiring for permanent teachers applying to move to a different permanent position. **This is “minimum standard” language, meaning that the District will not be entitled to ignore seniority to hire the person they feel is most or more competent, suitable or qualified.** It is not a comparison or a question of degree. The new language ensures that, when permanent teachers – who are competent, suitable and qualified for the job in question – apply to move to a different permanent position with the same school board, preference in hiring will be given to the most senior applicant.

Seniority hiring does not apply to recognized positions of administrative responsibility (Program Specialist, Principal, Vice Principal, and Department Head) or to Teaching and Learning Assistant positions.

The changes to Clause 6.11 have no impact on the rights of replacement and substitute teachers when applying for positions.

Article 7: Probationary Period and Tenure

In Clause 7.01(b)(i), the minimum number of days required for a probationary teacher to get credit for a year of probation has been decreased from 115 days to 97.5 days, which is one half of a full school year.

Article 8: Notification of Vacancies and Promotion

With the changes to Clause 8.02, ALL substitute and replacement positions of more than one month in duration shall be posted on the employer’s website, regardless of how much notice the school district has of the vacancy. (Permanent vacancies always have to be posted.)

Article 9: Layoffs

As per Clause 9.18, seniority lists must now be posted by January 31 (not December 31) and must be accurate as of December 31 (not August 31). This will provide more up to date information for teachers heading into the staffing season as seniority lists currently only reflect service up to the end of the previous school year. Teachers are encouraged to review their posted seniority and report any inaccuracies to the school district as soon as possible.

Article 11: Teacher Certification

Improved language in Clause 11.02 ensures that teachers impacted by decisions made by the Registrar of Teachers shall receive written notification of the decision, including being informed of any applicable review and/or appeal procedures and timelines.

Article 14: Evaluation

With the new language in Clause 14.05, school districts are now required to consult directly with the NLTA, as the representative of teachers, when considering changes to teacher evaluation policies.

Article 17: Maternity/Adoption/Parental Leave

The maximum duration for parenting leaves has been increased from 39 weeks while school is in session, or one full school year, to a possible maximum of 58.5 weeks, or one and a half school years. This is actual school time and does not include the summer months. While on an approved parenting leave, teachers will continue to accumulate service for the purpose of sick leave, salary increments and pension (pensionable service must be purchased following the period of leave), as well as seniority, for up to a maximum of 58.5 weeks.

(As per Clause 26.06, government cost sharing of group insurance premiums during a period of approved parenting leave is for a maximum of 39 weeks.)

Article 18: Leaves in General

With the changes to Clause 18.13, it is now mandatory to replace principals who are absent from school but still working for up to 5 days per school year. Internal staff reassignments would occur first, such as the vice principal filling in for the principal, or a teacher

on staff if there is no vice principal, but the provision of a substitute to cover remaining teaching duties, thus facilitating the internal coverage of administrative time, is required. The new language also retains the discretion schools currently have to replace the principal when absent for other duties when such absences occur in excess of 5 days in a school year.

Article 19: Leave Without Pay

New Clauses 19.05 and 19.06 provide teachers with gravely ill family members or critically ill or injured children with the guaranteed option of taking up to 39 weeks of unpaid leave. Employment Insurance benefits may be available in such circumstances, but receipt of EI is not required to be eligible for this leave. Teachers will continue to accrue seniority when on unpaid leave for such reasons.

Article 22: Method of Payment

Under this Agreement, there is a heightened expectation on the employer under Clause 22.04(b) to pay substitutes, whenever possible, within **two** weeks of the week in which work was performed.

Article 23: Deductions

The new language in Clause 23.07 provides greater certainty of process in cases where teachers are overpaid due to a mistake – all overpayment recoveries must be distributed over 12 months unless the teacher and the employer agree to a different repayment arrangement.

Article 25: Travel Allowances

As per Clause 25.06, teacher expense claims now have to be paid within 4 weeks of the week in which a claim and all supporting documentation are submitted. This provision applies to claims submitted to the school district as well as to the Department of Education and Early Childhood Development.

Article 27: Superannuation of Teachers

In 2015, the NLTA negotiated a Pension Plan Reform Agreement which has seen the funding status of the pension plan go from 57% funded to 102% funded. The Pension Plan Reform Agreement and the Joint Sponsorship Agreement are now enshrined in the Collective Agreement, providing another layer of protection for government honouring its commitments in those agreements.

Article 28: Length of the School Year

The changes in Clause 28.01 provide teacher **release time for report card preparation**. Of the 195 paid days in a school year, the equivalent of one full day is for the exclusive use of teachers to work on report card preparation. This is non student contact time, to be scheduled by the school board in advance of reporting periods. This provision is now in effect, so the full day must be applied before the end of the current school year. The time may be distributed differently in future years, when it is in effect for a full school year.

Instead of 187 actual teaching days, there are now 185, reflecting the guaranteed day for report card preparation, as well as an increase in the required number of days for professional development, from three up to four. **All schools now have a contractual entitlement to four professional development days per year**, including the current school year.

Under the new Agreement, teachers are guaranteed two less days of student contact time per school year, one of which is a PD day and the other a day for the exclusive use of teachers for report card preparation.

Article 31: Grievance Procedure

Teachers with a grievance against the Department of Education and Early Childhood Development now have 15 days, up from 10 days, to file any grievances. This is now in line with the timelines for school district grievances.

Article 33: Severance Pay

Effective March 31, 2018, there is no further accrual of service or salary for the purpose of severance pay. Severance will be paid out to all teachers, including substitute and replacement teachers, who have at least one year of continuous service as of March 31, 2018. Service accrual for severance purposes is determined in accordance with Clause 21.05. This means that, as of March 31, 2018, **any teacher whose accrued continuous service amounts to 0.5 to 0.9 of a year shall have that number rounded up to the next full year.**

Continuous service means service without a break, unless the break is identified in the Collective Agreement as an exception. The following situations do NOT constitute a break in service continuity for teachers for severance purposes:

- Periods of approved leave;
- The teacher left the employment of a school board to further his/her education as a teacher and returned to employment with a school board at the commencement of the next school year after the completion of the education;
- The teacher taught for at least twenty (20) days in any school year; or
- Any time service for severance is accrued pursuant to Clause 33.05 (for example, teaching at the College of the North Atlantic or a government school ...).

Service for severance purposes is calculated as follows, in accordance with Clause 21.05 of the Collective Agreement:

- A five (5) hour instructional day constitutes a day of service.
- Total years of service are determined by dividing the total days of service by the number of days in a school year (190 days before September 1, 2002, 195 days since then). Severance accrues at 2% per year, up to a maximum of 40% (or 20 years).
- A fraction of one-half ($\frac{1}{2}$) of a year or more shall be counted as a full year and is rounded up. A fraction of less than one-half ($\frac{1}{2}$) of a year is rounded down.

For example: A teacher has worked for a period of 10 years in a combination of substitute, replacement and permanent positions. On March 31, 2018, she was in a full-time, permanent position. She had one year off on approved unpaid leave, and prior to becoming permanent she always worked at least 20 days each school year. Her service is therefore continuous. Her amount of service is determined by dividing the total number of days she taught during the continuous period by the number of days in a school year (195). Over the 10 year period up to March 31, 2018, the teacher worked 1,297 days. Divided by 195, this amounts to 6.7 years, which is rounded up to 7. So, the teacher in this example would have 7 years of continuous service for severance purposes, which at 2% per year equates to a 14% severance payout.

A teacher's salary for the purpose of determining severance pay entitlement shall be the salary in effect for the teacher as of March 31, 2018.

The timeline for payout of severance to eligible teachers will be **no later than December 31, 2019**. Information and application packages, including a detailed "Frequently Asked Questions" document, will be sent directly to teachers by the school districts in the coming weeks.

Eligible teachers will have the option to:

- (a) take their severance payout by December 31, 2019; or,
- (b) defer payment of severance with the amount calculated and frozen as of March 31, 2018.

If a severance payout is taken at any time other than the point of retirement/resignation, the funds will be paid directly to the teacher, must be treated as employment income as per Canada Revenue Agency (CRA) rules, and will be subject to all applicable statutory deductions (income tax, EI, CPP). There is a \$15,000 corporate tax waiver from CRA in place, which means that teachers can receive up to \$15,000 of their payout without income taxes deducted, to be contributed to an RRSP if they have the personal RRSP contribution space to do so. Any amount in excess of \$15,000 will be paid with income tax deducted. To contribute more than \$15,000 to an RRSP without income tax deducted, teachers must apply individually to CRA for a personal tax waiver by completing a CRA form T1213.

If payment is received at the point of retirement, the severance payout will qualify as a retiring allowance and no EI or CPP will be deducted. All or a portion of the funds can be transferred directly to an RRSP, without income tax withholdings, if the teacher has sufficient RRSP contribution space to do so. No tax waiver is required for this if the severance payout is taken upon retirement. However, any amount of severance paid directly to the teacher at retirement (as opposed to being transferred directly to an RRSP) will be subject to income tax deductions at source.

Teachers should consult with their personal financial planner/advisor for advice on individual decisions regarding the severance payout.

Article 50: Allowances

As per the changes to Clause 50.02(a)(i), religious education courses can now be included with social studies courses when determining eligibility for social studies department head allowances.

All schools with a student enrollment of 250 or more, as of September 30 in a school year, are now eligible for an official **Department Head for student support services**, regardless of grade configuration. To be eligible to hold the position, a teacher must hold a Bachelor of Special Education degree or equivalent and have at least 80% of their assigned teaching time as an instructional resource teacher.

Article 57: Discrimination and Intimidation

In Clause 57.01, the list of prohibited grounds for discrimination has been expanded to include nationality, ethnic origin, social origin, disfigurement, gender identity, gender expression, family status and source of income. This is in keeping with provincial human rights legislation, and broadens the contractual basis for complaints under this Article.

Article 58: Harassment

The changes to Clause 58.01 create a heightened responsibility on the employer to deal with incidents of harassment against teachers involving parents, students and other groups outside the school system, and to support teachers who are victims of harassment from any source. The list of potential prohibited grounds for harassment has been expanded to include nationality, ethnic origin, social origin, disfigurement, gender identity, gender expression, family status and source of income, in keeping with provincial human rights legislation. The definition of personal harassment in Clause 58.02 has also been expanded in that it is no longer limited to actions based on one of the listed prohibited grounds, as not all incidents of harassment engage one of these issues.

Overall, these changes will assist the NLTA in protecting and representing members who experience work related harassment.

Schedules B and C, Article 24

Salaries and allowances remain at current levels as set out in Schedules B and C and Article 24 of the current agreement for the duration of this agreement – a four year deal from September 1, 2016 to August 31, 2020.

Letter #6: Length of the Primary Day

Letter #6 provides that the maximum length of the primary instructional day is five hours. This protection remains in the new Agreement and has been expanded to include reference to Kindergarten, which is now full-day, in addition to Grades 1-3.

Letter #8: Movement of Speech Language Pathologists and Educational Psychologists

Since the release of the report of the Premier's Task Force on Improving Educational Outcomes in July 2017, there has been concern regarding Recommendation #10, which calls for certain services to children, including speech-language pathology and psychology, to be accessible year-round through one government department. Letter #8 is a new provision ensuring that all current permanent SLPs and educational psychologists as of the 2019-2020 school year will stay in education, covered by the NLTA Collective Agreement, for as long as they remain in that permanent position. This long-term protection for current members does not concede on any future decisions regarding the delivery of SLP and educational psychology services.

Letter of Understanding re: Employer Cost Sharing for Post-Employment NLTA Group Insurance Premiums

The new provisions will impact **post-retirement** government contributions to group insurance premiums **ONLY for teachers who are hired AFTER** the signing date of the new collective agreement (April 17, 2019). **Any changes to government contributions to group insurance premiums will only take effect after a teacher retires.**

The Letter of Understanding language establishes the following:

- there is **no impact on current employees, including substitute and replacement teachers;**

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- teachers who meet the definition of “Newly Hired Employees” (hired after the date of signing of the new Agreement) will not be impacted, at all, during their working careers. New hires will still be entitled to a level of employer cost sharing of group insurance premiums after they retire as long as they have at least **5 years** of completed pensionable service at the time of retirement.
- a “sliding scale” for government cost sharing of the required premium rates will apply to Newly Hired Employees **upon retirement (not while they are still working)**, as follows:
 - 5-19 years of pensionable service – teacher pays 85%, employer pays 15%
 - 20-24 years of pensionable service – teacher pays 70%, employer pays 30%
 - 25-29 years of pensionable service – teacher pays 55%, employer pays 45%
 - 30+ years of pensionable service – teacher pays 50%, employer pays 50%

For example, a teacher hired for the first time after April 17, 2019 **MAY** see a reduction in employer contributions to their group insurance premiums **AFTER** they retire, **DEPENDING** on how many years of pensionable service they have at the time of retirement.

Eligible survivors of a deceased teacher will be able to continue to participate in NLTA Group Insurance coverage with employer cost sharing at the same rate as that to which the teacher would have been entitled.

Memorandum of Understanding re Layoffs During the Term of the Collective Agreement

The new Memorandum of Understanding confirms that government will not institute large-scale layoffs of teachers in order to save money. Layoffs due to “business as usual” may still occur.

NOTE: There are other numbering/lettering changes to various provisions throughout the Agreement due to the integration of the text of the Memorandum of Agreement with respect to Teaching and Learning Assistants, which has now been incorporated into the appropriate Articles within the Agreement.