

**2016-20**

# Labrador West Collective Agreement



Newfoundland and Labrador  
School Boards Association



Her Majesty The Queen in Right  
of Newfoundland & Labrador



Newfoundland and Labrador  
Teachers' Association

Effective September 1, 2016 - August 31, 2020

# Collective Agreement

THIS AGREEMENT made this 30<sup>th</sup> day of January, Anno Domini, 2020.

BETWEEN

*HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR*  
represented herein by the Treasury Board

AND

*THE NEWFOUNDLAND AND LABRADOR SCHOOL BOARDS ASSOCIATION*  
on behalf of the School Boards of Labrador West  
(being the Newfoundland and Labrador English School District and the Conseil Francophone Provincial de Terre-Neuve et du Labrador),

of the one part

AND

*THE LABRADOR WEST BRANCH OF THE NEWFOUNDLAND AND LABRADOR TEACHERS' ASSOCIATION*,  
a body corporate constituted by The Newfoundland and Labrador Teachers' Association Act, RSNL 1990 Chapter T-2, (hereinafter called the "Association")

of the other part

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations and provisions herein contained, the parties hereto agree as follows:

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★ indicates a recent addition/amendment to the  
Collective Agreement

## ARTICLE 1 - DEFINITIONS

In this Agreement, unless the context otherwise requires:

- (a) "Assistant Director" means Assistant District Director appointed pursuant to the *Schools Act, 1997*;
- (b) "Day" means teaching day;
- (c) "Director" means a Director appointed pursuant to the *Schools Act, 1997*;
- (d) "Domicile" means the place where that person has his or her true, fixed and permanent home and principle establishment, and to which, whenever the teacher is absent, he/she has the intention of returning;
- (e) "Grievance" means a dispute over the interpretation, application, administration, or alleged violation of this Collective Agreement;
- (f) "Layoff" means the termination of the teacher's contract in accordance with Article 47 because the teacher's position has become redundant and no alternate position with the School Board is available to him or her;
- (g) "Minister" means the Minister of Education;
- (h) "Redundancy" is the elimination of a teaching position because of a reduction in the number of pupils, the elimination of a program or programs or reorganization within a school or School District.
- (i) "Replacement teacher" means a teacher who is hired to replace a regular teacher who has been granted leave without pay, or a teacher who is granted leave under Article 31;
- (j) "Salary" shall mean the remuneration that a teacher shall receive and shall include allowance where appropriate;
- (k) "School" means any school or other place of work to which a teacher has been assigned by a School Board;
- (l) "Seniority" herein shall be determined on the basis of the following criteria:
  - (i) The total length of time employed as a teacher in Newfoundland and Labrador both before and after the signing date of this Agreement.
  - (ii) If the length of teaching experience defined in (i) is equal, the teacher to be declared surplus shall be determined by the School Board.
  - (iii) Employment as a teacher referred to in (i) means periods of employment with all school boards in the province, schools operated by the Department of Education, schools in Churchill Falls and schools in Conne River.
  - (iv) During a legal work stoppage, no teacher covered by this Agreement shall accumulate seniority.
  - (v) In determining the relative seniority of teachers for the purpose of reassignment and layoff, calculation of seniority shall be done as at May 7 in the school year at the end of which reassignment and/or layoff is to be effective.
  - ★(vi) Notwithstanding Clause 1.01 (l)(v), in determining the relative seniority of teachers working in teaching and learning assistant positions, for the purpose of reassignment and layoff, calculation of seniority shall be done as at May 28 in the school year at the end of which reassignment and/or layoff is to be effective.
- (m) "Service" means any period of employment in respect of which an employee is in receipt of salary or wages from the employer and includes, from the date of the signing of this Agreement, periods of leave without pay not exceeding ten (10) working days in the aggregate in any year unless otherwise specified in this Agreement;

- (n) "Spouse" means a person to whom a teacher is legally married, or a person with whom a teacher has cohabited for a continuous period of at least one (1) year and with whom the teacher intends to continue to cohabit and who has been identified to the Employer, in writing, as the teacher's spouse.
- (o) "Substitute teacher" means a teacher who is hired in place of another teacher who is granted leave with pay in accordance with the provisions of this Agreement or is absent on sick leave or is performing duties in accordance with Clause 19.03.
- ★ (p) "Teaching and learning assistant" means a teacher employed in a teaching and learning assistant position, the minimum certification requirement for which is a Level II teaching certificate endorsed "Teaching and Learning Assistant", and who works under the direct supervision of a classroom teacher holding Level IV teaching certificate or higher.

## **ARTICLE 2 - PURPOSE OF THE AGREEMENT**

- 2.01 It is the intent and the purpose of the parties to establish, as herein set forth, their full agreement covering salaries and working conditions and to provide procedure for the prompt and equitable adjustment of grievances.
- 2.02 Amendments required to correct technical errors in the clauses defined herein shall be made only by mutual consent of the parties bound to observe the provisions of the Agreement.

## **ARTICLE 3 - EFFECTIVE PERIOD**

- ★ 3.01 This Agreement shall be effective from the date of signing, unless specifically provided otherwise, for the term ending on August 31, 2020 and shall be automatically renewed thereafter for successive periods of one (1) year unless either party gives written notice to the other party not later than the termination date of its intention to negotiate a renewal.
- 3.02 Where notice requesting negotiations of a renewal has been given, this Agreement shall remain in full force and effect until such time as the parties agree on new agreements or until the parties have legally acquired the right to strike or lockout, as the case may be, and the right is exercised.
- 3.03 This Agreement shall supersede all previous agreements pertaining to conditions of employment together with salaries and allowances between the parties to this Agreement.

## **ARTICLE 4 - AMENDMENT BY MUTUAL CONSENT**

- 4.01 Any provision of this Agreement, other than the provision relating to the duration of the Agreement, may be amended by mutual consent of the parties to this Agreement.

## **ARTICLE 5 - LANGUAGE OF THE AGREEMENT**

- 5.01 The Collective Agreement shall be printed in both English and French. The English version shall be the official text.
- 5.02 The Conseil Scolaire Francophone Provincial de Terre-Neuve et du Labrador shall have reproduced sufficient French copies of the Agreement so that each teacher may have a copy within thirty (30) days of its execution.

## **ARTICLE 6 - TEACHER CERTIFICATION**

- 6.01 Whenever it is decided by a School Board to recommend to the Teacher Certification Review Panel, that the license or certificate of a teacher should be suspended or cancelled, a notice in writing shall be sent to the teacher involved at least ten (10) calendar days prior to the recommendation being made to the Teacher Certification Review Panel. Such notice shall contain the reasons for the recommendation and no other reasons may be subsequently advanced against that teacher by the board. The teacher may invoke the appropriate provisions of the grievance procedure, including arbitration.

- ★6.02 Whenever it is decided by the School Board to recommend that the interim certificate of a teacher shall not be made permanent, a notice in writing shall be sent to the teacher involved at least ten (10) calendar days prior to the recommendation being made to the Registrar of Teachers. Such notice shall contain the reasons why the interim certificate should not be made permanent and no other reasons may be subsequently advanced against that teacher by the school board. The teacher may invoke the appropriate provisions of the grievance procedure, including arbitration.
- 6.03 (a) The classification of permit or certificate shall be effective on the first day of the month in which the teacher qualified for the classification by completing the necessary courses.
- (b) Notwithstanding Clause 6.03 (a), upon obtaining such higher qualifications teachers are responsible for making application and providing all required documentation to the Registrar of Teacher Certification within ninety (90) calendar days of having obtained the higher qualification. If the teacher fails to do so within this time limit the retroactive application of certificate change shall be to the first day of the month in which the teacher made application and provided all required documentation. This clause does not apply in cases of demonstrated clerical error or in extenuating circumstances as determined at the discretion of the Registrar.
- (c) Subject to retroactivity being conditional upon the teacher's responsibility as set out in Clause 6.03(b), upon approval by the Registrar of Teacher Certification of a program or course of studies for certification upgrading, the Registrar shall notify the teacher in writing of the requirements of Clause 6.03(b).
- ★6.04 All decisions communicated by the Registrar of Teachers shall make reference in writing, when applicable, to any available review or appeal processes under the *Teacher Training Act* or applicable regulations, including reference to any relevant timelines or deadlines.

## **ARTICLE 7 - TEACHER FILES**

- 7.01 (a) The School Board will maintain two (2) teacher files: a teacher's evaluation file and a teacher's personal file.
- (b) Teacher files, both paper and electronic, shall be maintained under proper security at the Board Office.
- 7.02 A teacher shall be permitted to view his/her own file at any reasonable time during normal working office hours and may be accompanied by a representative of the Association.

## **ARTICLE 8 - RECOGNITION**

- 8.01 The parties to this Agreement recognize the Newfoundland and Labrador Teachers' Association as the exclusive bargaining agent, as defined in Section 2, paragraph (b) of the *Teachers' Collective Bargaining Act*, for all teaching personnel certified pursuant to the *Teacher Training Act*, RSNL 1990, employed by the parties to this Agreement.

## **ARTICLE 9 - SCOPE**

- 9.01 For the purpose of this Agreement, the definition applied to "teachers" is stated in the *Teachers' Collective Bargaining Act*, Section 2, paragraph (o).
- 9.02 This Collective Agreement does not apply to Directors and Assistant Directors appointed in accordance with Section 79 of the Schools Act, 1997.
- 9.03 Where, in the context of the Agreement, it is required, personal pronouns shall be understood to include both masculine and feminine, and the singular shall include the plural.

## **ARTICLE 10 - APPLICATION OF THE AGREEMENT**

- 10.01 This Agreement applies to and is binding upon the Association, the teachers, Government and the Newfoundland and Labrador School Boards Association, and the School Boards who are party to this Agreement.
- 10.02 In addition to the responsibilities that may be provided elsewhere in this Agreement during the term of this Agreement, the following shall be observed:
- (a) There shall be no strike, work stoppage, picketing, concerted slow down, interruption, impedance of work. No officer or representative of the Newfoundland and Labrador Teachers' Association or of the Labrador West Branch of the Newfoundland and Labrador Teachers' Association, shall authorize, instigate, aid or condone any such activities. No employees shall participate in such activities.
  - (b) The Newfoundland and Labrador Teachers' Association or the Labrador West Branch of the Newfoundland and Labrador Teachers' Association shall not involve any employees of the boards, through strike, work stoppage, picketing, concerted slow down, interruption or impedance of work, or the board themselves, in any dispute which may arise between any other employer and his/her employees.
  - (c) There shall be no lockouts.

## **ARTICLE 11 - EXISTING GREATER BENEFITS**

- 11.01 No provision of this Agreement shall have the effect of reducing the salary or other benefits of a teacher holding the same position with same or equal designations, as the case may be, below the amounts payable immediately prior to the effective date of this Agreement.
- 11.02 It is agreed, however, that Clause 11.01 will not apply to the following articles, as agreed to between the parties: Article 47 and Schedule A.

## **ARTICLE 12 - DEDUCTIONS**

- 12.01 Subject to Clause 12.02, the boards shall deduct from the monthly payment of each teacher an amount equal to the regular monthly dues of the Association.
- 12.02 Should the Government not deduct an amount equal to the monthly dues of the Association from the salary it pays to teachers in its employ, the boards agree to do so.
- 12.03 Pursuant to Clause 12.02, the boards shall not deduct the amounts until it has been determined from the Association that no technical error has been involved.
- 12.04 The boards will remit the amounts deducted under Clause 12.01 to the Association not later than the 5th of the succeeding month together with a list showing the name of each teacher and the amount deducted.
- 12.05 The Association shall advise the boards in writing of the amount of its regular monthly dues.
- 12.06 The boards shall deduct other amounts such as Newfoundland and Labrador Credit Union Limited amounts, insurance premiums, from the regular pay of teachers when authorized to do so by the teacher and shall remit such amounts not later than the 5th day of the succeeding pay period together with a list showing the name of each teacher and the amount deducted.
- 12.07 Changes in standard deductions authorized by the teacher may be requested up to three (3) weeks prior to the pay day and all changes requested shall be made.
- ★12.08 In the case of overpayment, repayment shall be distributed equally over a twelve (12) month period, unless the teacher and the employer agree to an alternate repayment arrangement.

## **ARTICLE 13 - MANAGEMENT'S RIGHTS**

- 13.01 Except as specifically abridged, delegated or modified by this Agreement, all management functions, rights and powers which the board had prior to this Agreement are retained by the board.



## **ARTICLE 14 - PUBLIC LEGISLATION**

- 14.01 In the event that any law passed by the legislature applying to teachers covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement and the parties agree to negotiate a mutually acceptable substitution for the provisions that have been rendered null and void.
- 14.02 Any provision of this Agreement which conflicts with the provisions of any legislation shall take effect when amendments to the pertinent statute have been enacted.
- 14.03 Where conflict arises between this Agreement and any legislation, Government agrees to introduce into the legislature such amendments to legislation at the earliest opportunity as may be necessary to remove the conflict.
- 14.04 Government agrees to consult with representatives of the Newfoundland and Labrador Teachers' Association about contemplated changes in government regulations which would affect teachers' terms and conditions of employment not governed by this Agreement.

## **ARTICLE 15 - SCHOOL BOARD-TEACHER LIAISON COMMITTEE**

- ★ 15.01 Teachers covered under this Agreement shall have their matters addressed by their School Board's province-wide School Board-Teacher Liaison Committee. Teachers covered by this agreement shall have a representative on province-wide School Board-Teacher Liaison Committees.
- 15.02 Each appointee to the Committee shall serve for twenty-four (24) months unless replaced by the party appointing him/her.
- ★ 15.03 In the event that such meetings demand absences from regular school duties, such absences shall be accepted as a valid reason for hiring substitute teachers and no teacher serving on this Committee shall lose salary, sick leave, or pensions, or other benefits due to absences from regular teaching duties under this Article.
- 15.04 The School Board shall keep the teachers employed by the Board advised of Board policy on matters which may affect their employment.

## **ARTICLE 16 - LENGTH OF THE SCHOOL YEAR**

- 16.01 (a) (i) For salary purposes, the length of the school year shall be 190 teaching days, comprised of 185 actual teaching days, three (3) paid holidays, and two (2) non-teaching days to be scheduled by the Board during the school year for administrative purposes.
- ★ (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of 185 actual teaching days, three (3) paid holidays and two (2) non-teaching days to be scheduled by the Board during the school year for administrative purposes, one (1) non-teaching day for the exclusive use of teachers for report card preparation to be scheduled by the Board in advance of reporting periods, and four (4) professional development/in-service days to be scheduled by the Board during the school year, one of which shall be reserved for professional development at the school level. In determining the topics to be covered, in consultation with the school principal, priority will be given to professional development needs identified by teachers at the school level.
- (b) There shall be consultation between teachers and the School Board in determining the holiday schedule.
- 16.02 Nothing in this Article shall adversely affect the leave to which a teacher may be entitled under the provisions of this Agreement or days in which he/she is deemed to have kept school under Section 32 of the *Schools Act, 1997*.
- 16.03 (a) (i) When a school is closed pursuant to Section 32 of the *Schools Act*, the teacher shall not be required to be in attendance for school.

- (ii) Notwithstanding 16.03(a)(i), the Board may require teachers to be in attendance for meetings and workshops.
- (b) When a school remains open during inclement weather, a teacher shall not lose salary when prohibited from attending school because the normal routes of transportation are declared to be impassable by the appropriate authorities.

## **ARTICLE 17 - WORKLOAD**

- 17.01 (a) There shall be consultation at the local level between teachers and their principals in determining the allocation to teachers of curricular and non-curricular duties. The workload of teachers will be distributed in a fair and equitable manner, and the process will involve, but not be limited to, consideration of numbers of students, number of course preparations, number of teacher preparation periods, nature of courses taught, characteristics of students taught, administrative duties required, and multi-grade/course teaching situations.
- (b) Every effort shall be made to determine a teacher's curricular duties for the coming school year prior to the last day of the current school year.
- (c) Notwithstanding Clause 17.01(b), every effort shall be made to ensure that the consultation for the coming school year referred to in Clause 17.01(a) between teachers and their principals shall occur not later than the first scheduled instructional day.
- 17.02 ★(a) There shall be consultation at the local level between teaching and learning assistants and their principals in determining the allocation of curricular and non-curricular duties. The workload of teaching and learning assistants will be distributed in a fair and equitable manner, and the process will involve, but not be limited to, consideration of numbers of students, number of preparation periods, nature of courses assigned, characteristics of students receiving support, administrative duties required, and multi-grade/course instructional situations.
- ★(b) Every effort shall be made to determine a teaching and learning assistant's duties for the coming school year prior to the last day of the current school year.
- ★(c) Notwithstanding Clause 17.02(b), every effort shall be made to ensure that the consultation for the coming school year referred to in Clause 17.02(a) between teaching and learning assistants and their principals shall occur not later than the first scheduled instructional day.
- 17.03 It is agreed that extra-curricular activities are a desirable part of a well-rounded education. It is also agreed that the principal and staff of each school will determine the extra-curricular activities to be provided in their school. Notwithstanding this, a teacher's participation in any extra-curricular activity requires that teacher's consent.
- 17.04 (a) Every effort shall be made to assure that substitute or replacement teachers are provided to replace teachers who are absent for valid reasons.
- (b) A substitute teacher may be provided in instances where a teacher is assigned by a School Board to accompany groups of students during regular school hours on curricular related activities approved by the Board.
- 17.05 (a) Teachers will have an uninterrupted period of at least forty (40) minutes for lunch unless the majority of teachers in a school agree to a lunch period of a shorter duration. Such lunch break is to occur sometime between 11:00 a.m. and 2:00 p.m. of the school day unless otherwise mutually agreed.
- (b) Teachers who teach in more than one building will have an uninterrupted period of at least forty (40) minutes for lunch exclusive of travel time.
- (c) For (a) above, the opening and closing time for school may have to be adjusted by the School Board and nothing in this Clause is to be construed to mean that current lunch periods in excess of forty (40) minutes should be reduced.

- 17.06 No teacher shall be required to be present for school duties on Saturday or Sunday.
- 17.07 The School Boards shall, prior to the expiration of this Agreement, undertake a review of and/or develop and implement policies regarding school violence and dealing with students and parents who have exhibited violent and abusive behaviour. In reviewing and/or developing these policies, the School Boards will seek input from the Association, school administrators and other personnel who are deemed to have a legitimate role in prevention, intervention and assessment activities.
- 17.08 A teacher's participation on a school-based or board-based committee requires that teacher's consent.

## ★ **ARTICLE 18 - CLASS SIZE**

- 18.01 In the interest of education, and in order to promote effective teaching and learning conditions, the School Board will endeavour to establish class sizes appropriate to the teaching situation involved within regulatory and legislative restrictions.

## **ARTICLE 19 - STUDENT-TEACHER EXCURSIONS**

- 19.01 When a teacher wishes to accompany a student group or team, that teacher shall apply to the School Board for written authorization to be absent from his or her normal place of employment for the duration of the excursion.
- 19.02 When a teacher is authorized by a Board to accompany a student travel group or team, the teacher shall suffer no loss of pay or benefits for the duration of the excursion.
- 19.03 Where necessary, a substitute teacher may be hired to teach any students remaining in the school who would normally be the responsibility of the teacher granted authorization under Clause 19.01.
- 19.04 Teachers authorized to travel with students, and who have received prior authorization to rent a vehicle, shall do so at Board expense, which shall include the cost of rental and insurance coverage. Teachers travelling by air on Board business shall have insurance coverage at Board expense.

## **ARTICLE 20 - ADMINISTRATION OF MEDICATION AND HEALTH SUPPORT PROCEDURES**

- 20.01 All School Boards shall develop and maintain policies relating to the administration of medication, medical procedures, and physical procedures for/to students. Such policies shall be available to all teachers.

## **ARTICLE 21 - STATUS OF THE PRESIDENT OF THE LABRADOR WEST BRANCH OF THE ASSOCIATION**

- 21.01 Subject to operational requirements, the Board agrees to grant the President of the Branch leave not exceeding ten (10) days with pay per year to conduct the business of the local branch.
- 21.02 The President of the Branch shall have access to the schools during the time off, having first notified the appropriate Director, or his/her designate. In no event shall such visits disrupt or interfere with teaching schedules or school functions.
- 21.03 Where deemed necessary, every effort shall be made to assure that a substitute teacher is provided to replace the President when absent on leave granted in accordance with this Article.

## **ARTICLE 22 - METHOD OF PAYMENT**

- ★22.01 Annual salary and where possible allowances shall be paid in twenty-six (26) equal installments. In a school year in which payment in accordance with Clause 22.02 would yield twenty-seven (27) pay periods, the final pay period in August will be eliminated and each pay period in the subsequent year will occur one week earlier.

- 22.02 Teachers shall be paid by direct deposit every second Thursday. If a bank holiday falls on Thursday, teachers will be paid on the last banking day prior to that Thursday.
- 22.03 Nothing in this Article shall be interpreted as to change the present method of calculating the salary entitlement of teachers, based on the number of teaching days worked and the procedure for adjusting teachers' salaries during the non-teaching period.
- 22.04 (a) Teachers who are not on the regular payroll shall be paid within four (4) weeks of the week in which work was performed by such teacher.
- ★ (b) Notwithstanding Clause 22.04 (a), teachers who are not on regular payroll shall, when possible, be paid within two (2) weeks of the week in which work was performed by such teachers.
- ★ 22.05 When an expense claim is made in accordance with this Article, reimbursement shall be paid to the teacher within four (4) weeks of the week in which the teacher's claim and all supporting documentation was submitted, provided the claim contained all necessary and accurate information required to approve the claim.

### **ARTICLE 23 - SALARIES**

- 23.01 (a) The salaries and allowances paid to teachers shall be in accordance with Schedules A and B which form an integral part of this Agreement.
- ★ (b) Notwithstanding Clause 23.01(a), teachers employed as teaching and learning assistants shall be paid at the rate applicable for a Level II teaching certificate in accordance with Schedules A and B which form an integral part of this agreement.
- 23.02 No School Board shall pay any teacher a salary other than that corresponding to that teacher's qualifications and experience.
- 23.03 The calculation of a teacher's years of service for incremental purposes as set forth in Clause 23.04 and the changes resulting from this calculation shall be made once yearly, immediately preceding the beginning of the school year or at the date of the initial employment of the teacher.
- 23.04 In computing the total years of service for incremental purposes, the following shall be followed:
- (a) A day of service shall be counted as five (5) hours.
- (b) The total years of service shall be determined by dividing the total days of service by the number of days in a school year as prescribed in Article 16.
- (c) When the total years of service has been computed, that total shall be adjusted so that a fraction of one-half year or more shall be counted a year, but a fraction of less than one-half not be counted.
- 23.05 (a) For the purpose of Clause 23.04(a), anytime a teacher is under full pay in accordance with Schedule A or B or as a licensed teacher, shall be counted as hours of service.
- ★ (b) Notwithstanding Clauses 23.04 and 23.05(a) service in a teaching and learning assistant position shall not be counted when computing service for incremental purposes in other teaching positions.
- 23.06 In computing years of service in accordance with Clauses 23.03 and 23.04, the teachers shall be credited with:
- (a) a period of teaching service performed in the Province; and/or
- (b) (i) a period of teaching service in an educational institute situated outside the Province and such service approved by the Minister; and/or
- (ii) a period of teaching service as a teacher in a K-12 school operated by a Canadian School Board; and/or
- (c) a period of service as a District Director, or an Associate Director, or an Assistant Director or an Education Officer; and/or

- (d) a period of service as a teacher employed in a school in Wabush, Labrador City, Churchill Falls, and Conne River; and/or
- (e) service done, before or after this Article came into force; as
  - (i) a Professional Officer of the Department of Education; and/or
  - (ii) an Executive Officer of the Denominational Education Council; and/or
  - (iii) President of the Canadian Teachers' Federation; and/or
  - (iv) President of the Newfoundland and Labrador Teachers' Association; and/or
  - (v) an Administrative Officer of the Newfoundland and Labrador School Boards Association; and/or
  - (vi) an Administrative Officer of the Newfoundland and Labrador Teachers' Association; and/or
- (f) Service done before or after this Article came into force, as a teacher in:
  - (i) an adult education institution approved by the Minister; and/or
  - (ii) the College of the North Atlantic and predecessor organizations, Institute of Fisheries and Marine Technology, and/or a District Vocational School; and/or
  - (iii) a faculty member of Memorial University and/or Sir Wilfred Grenfell College; and/or
  - (iv) an approved private school and/or a teacher in a Government school; and/or
  - (v) related service done in an institution as a specialist teacher, approved for this purpose by the Minister.
- (g) Service accumulated before or after this Article comes into force in the specialized areas of employment of speech pathology, educational psychology, hearing and visual impairments, where the job involved working with school aged children to improve learning performance, and where the teacher's present position involves the same kind of professional activity with students.
- (h) Notwithstanding (a) to (g) above, teachers with prior service are responsible for providing the required documentation to the Registrar of Teacher Certification within ninety (90) calendar days of becoming employed with a School Board. If the teacher fails to do so within this time limit the retroactive application of prior service shall be to the first day of the month in which the teacher provided the required documentation. This clause does not apply in cases of demonstrated clerical error or in extenuating circumstances as determined at the discretion of the Registrar.
- (i) Subject to retroactivity being conditional upon the teacher's responsibility as set out in Clause 23.06(h), upon a teacher being hired by a School Board, including being accepted on the substitute list, the School Board shall notify the teacher in writing of the requirements of Clause 23.06(h).

23.07 Teachers who teach on a part-time basis shall not be required to attend workshops which occur during school hours when they would not normally be working.

23.08 Teachers hired on permanent part-time contracts will be paid a salary in line with the fraction of a full staffing unit as assigned to them.

## **ARTICLE 24 - VEHICLE USAGE**

24.01 When in the course of his/her duty a teacher is required to travel, transportation will be provided by the Board, or, with the approval of the Board, that teacher may be permitted to use his or her own vehicle and be reimbursed at a rate per kilometre equivalent to seventy-two percent (72%) of the area price per litre of regular gasoline.

24.02 Teachers who are authorized to travel on School Board business outside the communities of Labrador City, Wabush, Harry Lake or Fermont shall be paid reasonable out-of-pocket expenses as deemed appropriate by the School Board.

## **ARTICLE 25 - LABRADOR BENEFITS**

- 25.01 The provisions of the Labrador Benefits Agreement, as outlined in Schedule H, shall be fully applicable to teachers in Labrador.

## **ARTICLE 26- TRAVEL**

- 26.01 For the purpose of this Article, the following shall apply:
- (a) “immediate family” means spouse, and, as of June 30 of that school year, dependent children between the ages of two (2) and eighteen (18), or twenty-four (24) years of age if the child is in full time attendance at a post secondary institution;
  - (b) (i) “vehicular traffic” applies to vehicles where the ownership is registered in the name of the teacher or a member of his/her family or;
  - (ii) the ownership is registered in someone else’s name but that joint ownership is confirmed by a letter of joint ownership.
  - (c) “main family vehicle” shall be any vehicle that can be transported on a standard railway car carrier.
- 26.02 The Board shall pay the cost of transportation to Sept-Iles and return, of vehicular traffic once in each year. The amount paid by the Board shall in no event exceed the actual cost of the main family vehicle and the cost of one additional vehicle at the family car rate issued by the rail company actually transporting the vehicle.
- 26.03 Subject to Clause 26.04, the Board shall pay the equivalent of return air fare at current rates, Wabush to St. John’s, once in each school year for a teacher and that teacher’s immediate family.
- 26.04 (a) The payment of the equivalent of return air fare for a teacher and his/her immediate family will be the responsibility of the Board.
- (b) Air fare shall be calculated at standard family plan current rates at time of payment.
- (c) A teacher shall be eligible for full travel allowance on the completion of more than 97.5 teaching days in a school year. The travel allowance shall be paid on the following basis:
- (i) A regular teacher who returns to the employ of one of the Boards party to this Agreement for the following school year shall receive the full travel benefit.
  - (ii) A regular teacher who does not return to the employ of the Board for the following school year shall receive one-way travel benefit.
  - (iii) A teacher who leaves the employ of the Board during the school year shall receive one-way travel benefit provided that teacher has complied with the provisions of the termination of contracts Article.
  - (iv) Replacement and substitute teachers who teach in excess of 97.5 teaching days shall receive one-way travel benefit provided that the teacher has fulfilled the terms of his/her contract with the Board.
  - (v) Replacement and substitute teachers who have fulfilled the requirements of (c)(iv) and are subsequently hired for the following school year shall receive the balance of the return travel for the previous year.
- (d) Subject to Clause 26.04 (c)(iv), substitute and replacement teachers are not eligible for the travel allowance.
- (e) Travel allowance shall apply only in the event that a teacher and that teacher’s immediate family do not have available to them an equivalent allowance from another source. In that event, the Board is relieved of any obligations under Clause 26.03. Should a teacher and his/her immediate family be the recipient of travel allowance less than that provided herein, the amount the Board shall pay shall be reduced accordingly. Teachers may be required to complete a Declaration of Entitlement before receipt of a travel allowance.

- (f) Where it is determined that a false Declaration of Entitlement has been made, the teacher shall be responsible for any monies improperly paid to him/her on the basis of the said declaration. Should the teacher fail to meet this responsibility, the Board may deduct the amount of overpayment from any monies accrued or accruing to the credit of the teacher.
- (g) The total travel allowance will be included in the teacher's last pay period or in the last pay period in the month of June, whichever occurs first.
- (h) Teachers on unpaid leave shall receive a one-way fare when leaving and a second one-way fare upon their return to teach with the School Board.

## ARTICLE 27 - SICK LEAVE

- 27.01 A teacher is eligible for sick leave with pay when that teacher is unable to perform his/her duties because of illness, injury or other disability, provided that teacher has accumulated the necessary sick leave credits and provided that teacher has complied with the other requirements of this Article.
- 27.02 (a) A teacher, who has teaching experience in the province prior to September 1, 2006, shall be entitled to paid sick leave according to the following scale:
- |                                   |          |
|-----------------------------------|----------|
| First year of service . . . . .   | 18 days  |
| Second year of service . . . . .  | 36 days  |
| Third year of service . . . . .   | 60 days  |
| Fourth year of service . . . . .  | 89 days  |
| Fifth year of service . . . . .   | 117 days |
| Sixth year of service . . . . .   | 146 days |
| Seventh year of service . . . . . | 157 days |
| Eighth year of service . . . . .  | 168 days |
| Ninth year of service . . . . .   | 179 days |
| Thereafter . . . . .              | 195 days |
- (b) Notwithstanding Clause 27.02 (a), effective September 1, 2006, a teacher who has no previous teaching experience in the Province is entitled to accrue sick leave at the rate of twelve (12) days per year of service.
- (c) Effective September 1, 2006, the maximum number of days of sick leave which may be awarded to a teacher who has no previous teaching experience in the province during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.
- (d) Effective September 1, 2006, a teacher who has no previous teaching experience in the Province may anticipate sick leave to the end of the period of the teacher's contract of employment or to the end of the year concerned, whichever is the shorter period.
- (e) The parties agree that sick leave earned prior to superannuation or resignation is liquidated upon superannuation or resignation. Teachers who are accepted for employment with another School Board or the same School Board within one hundred and twenty (120) calendar days of resignation shall retain access to sick leave earned prior to resignation.
- 27.03 (a) The maximum amount of sick leave to which a teacher, who has teaching experience in the province prior to September 1, 2006, may be entitled at any time shall be calculated by working back for the past four (4) years and deducting any days used during that four (4) year period, except that a teacher with nine (9) or more years of teaching service who uses all sick leave days shall be entitled to the following number of days sick leave credit during each of the following (4) years:

During the first year of service . . . 18 days

During the second year of service . . . 36 days

During the third year of service . . . 60 days

During the fourth year of service . . . 89 days

Thereafter . . . . . 195 days

- (b) In any event, a teacher, who has teaching experience in the province prior to September 1, 2006, shall be entitled to not less than eighteen (18) days sick leave in any school year.
- (c) The parties agree that sick leave earned prior to superannuation or resignation is liquidated upon superannuation or resignation. Teachers who are accepted for employment with another School Board or the same School Board within one hundred and twenty (120) calendar days of resignation shall retain access to sick leave earned prior to resignation.

27.04 Sick leave with pay in excess of four (4) consecutive teaching days at any time or seven (7) teaching days in the aggregate in any school year shall not be awarded to a teacher unless a medical certificate satisfactory to the School Board has been submitted in respect thereof. In any case, where the School Board is satisfied that it is not possible for the teacher concerned to secure a medical certificate, a certificate of another health care professional, such as a registered nurse, or any other person designated by the School Board shall be accepted in place of a medical certificate, provided the certificate is satisfactory to the School Board.

27.05 In calculating the sick leave days of a teacher in accordance with Clause 27.02, the years during which a teacher served as any of the following shall be deemed to be years of service as a teacher:

- (a) a professional officer of the Department of Education; and/or
- (b) President of the Newfoundland and Labrador Teachers' Association; and/or
- (c) President of the Canadian Teachers' Federation; and/or
- (d) an Administrative Staff Officer of the Newfoundland and Labrador School Boards Association; and/or
- (e) a faculty member of Memorial University; and/or
- (f) a teacher in a Government school, Wabush, Labrador City, Churchill Falls, Conne River; and/or
- (g) an Administrative Staff Officer of the Newfoundland and Labrador Teachers' Association; and/or
- (h) a District Director or an Associate Director or an Assistant Director, or an Education Officer; and/or
- (i) a teacher with the College of the North Atlantic and predecessor organizations, the Institute of Fisheries and Marine Technology, a Community College, and/or a District Vocational School; and/or
- (j) related service done in an institution as a specialist teacher approved for this purpose by the Minister; and/or
- (k) as a teacher in an adult education institution approved by the Minister.

27.06 The provisions of this Article shall apply to a teacher who is under contract and who is unable to commence duties due to sickness, injury or incapacity.

27.07 A teacher who develops a major illness shall be entitled to the benefits covered by this Article where:

- (a) he/she is undergoing full-time training as a teacher at a university; and
- (b) he/she holds a teachers' certificate or license; and
- (c) he/she has immediately before commencing such training served as a teacher for a period of not less than one (1) year; and
- (d) illness requires him/her to withdraw from university without commencing or completing his/her semester's work.



- 27.08 A teacher whose entitlement to sick leave with pay under this Article has been exhausted, and whose illness requires further absence from work, shall be placed on sick leave without pay. Periods of time on sick leave without pay, both before and after the signing date of this Agreement, shall be considered time taught for the purposes of seniority and service time within the Pensions Legislation.
- 27.09 When a teacher is absent on sick leave and on that day the school is closed because of weather, or other such reason, and the teacher is not required to be in attendance, such day or days shall not be deducted from the teacher's accumulated sick leave.
- 27.10 (a) For the purpose of Clause 27.02, for a teacher who has teaching experience in the province prior to September 1, 2006, ninety-seven and one-half (97.5) teaching days in any academic year shall constitute a year of service.
- (b) For the purpose of Clause 27.02, in computing additional years of service for a teacher who has teaching experience in the province prior to September 1, 2006, the total days of service accumulated during years of less than ninety-seven and one-half (97.5) days shall be divided by the number of days in a school year as prescribed in Article 16 (Length of the School Year). This subtotal shall be added to the subtotal determined by Clause 27.10 and one-half (½) year or more shall be counted as a year, but a fraction of less than one-half (½) shall not be counted.
- (c) For the purposes of Clause 27.02, effective September 1, 2006, a teacher who has no previous teaching experience in the province shall be awarded sick leave on a prorata basis during an academic year in which the teacher accumulates less than 195 days service. Such sick leave to be rounded to the nearest half-day.
- 27.11 Subject to Articles 47 and 17, upon termination of leave under this Article, a teacher shall be returned to the same teaching position held immediately prior to the commencement of leave.
- 27.12 (a) A teacher who has not accumulated sufficient sick leave to cover a period of absence under this Article shall be granted upon request special sick leave up to fifteen (15) teaching days.
- (b) Special sick leave granted shall be deducted from sick leave credits subsequently accumulated.
- (c) A teacher who was granted special sick leave pursuant to Clause 27.12(a) shall, upon ceasing to be a teacher, compensate the Employer for special leave which has not been recovered under Clause 27.12(b) and the amount of compensation shall be calculated at the employee's rate of remuneration in effect at the time the days were borrowed.
- 27.13 In the event that a teacher is required to obtain a medical certificate by the School Board in addition to the initial certificate provided, then the teacher shall not be required to incur any additional cost.
- 27.14 A teacher on extended sick leave with pay may be required by the Minister or the School Board to undergo a medical examination at any time provided the requirement is not unreasonable in terms of frequency or other circumstances.

## **ARTICLE 28 - MATERNITY/ADOPTION/PARENTAL LEAVE**

- 28.01 ★(a) Subject to Clause 28.03, Maternity/Adoption/Parental Leave shall be granted without pay for a period of up to fifty-eight and one half (58.5) continuous weeks when school is in session.
- (b) Teachers, while on approved leave granted under this Article, shall continue to accumulate seniority.
- ★(c) Teachers while on approved leave granted under this Article shall continue to accumulate service for a maximum of fifty-eight and one half (58.5) weeks, for the purposes of sick leave accrual, salary increments, pension – in accordance with the *Teachers Pensions Act* - Section 13, and subject to Clause 33.01 (a)(ii) severance.
- 28.02 Subject to Articles 47 and 17, upon termination of leave under this Article, the teacher shall be returned to the same teaching position held immediately prior to the commencement of the leave.

- 28.03 Notwithstanding the provisions of this Article, the time period specified herein may be changed by the mutual agreement of the School Board and the teacher concerned. A School Board shall respond to a request from a teacher under this Article within two (2) weeks of receipt of the request.
- 28.04 (a) In accordance with Clause 28.01, a teacher shall make written request to her School Board for maternity leave not later than four (4) months prior to her expected date of delivery, and such leave shall be granted to commence and terminate as requested. Where possible, the application shall be accompanied by a doctor's certificate confirming the expected date of delivery.
- (b) In accordance with Clause 28.01, a teacher shall make written request to the School Board for parental leave not later than one (1) month prior to the commencement of the leave, and such leave shall be granted to commence and terminate as requested.
- 28.05 The School Board reserves the right to require a teacher to commence leave prior to the time specified in Clause 28.04 if the state of her health becomes incompatible with the requirements of her teaching position. In that respect, should the School Board have reasonable and probable grounds for believing that the state of her health has become incompatible with the requirements of her teaching position, the School Board shall have the right to demand of the teacher to produce a certificate from a medical practitioner that her health is compatible with the requirements of her teaching position and should the teacher fail to produce such a certificate within a reasonable time, the School Board shall have the right to require the teacher to commence sick leave and such leave will continue to the commencement of maternity leave as specified in Clause 28.04.
- 28.06 A teacher shall make written request to the School Board for adoption leave at or prior to the time the teacher's application is accepted by an adoption agency; and such leave shall be granted to commence and terminate as requested.
- 28.07 A teacher who wishes to extend a maternity leave beyond that time specified in Clause 28.01(a), shall apply in writing to the School Board and such extension may be granted to a maximum of two (2) years without pay.

## **ARTICLE 29 - LEAVES IN GENERAL**

### **A. Compassionate Leave**

- 29.01 A teacher shall be entitled to leave not exceeding three (3) days with pay in the case of the death of that teacher's mother, father, or legal guardian, brother, sister, child, spouse, grandchild, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, or near relative who had been living in the same household. In the context of this Agreement, parent, brother, sister shall include step relatives. Where extensive travel is involved or where extraordinary circumstances prevail, the School Board may extend the leave up to an additional two (2) days.
- 29.02 A teacher shall be entitled to leave not exceeding one (1) day with pay in the case of the death of his/her brother-in-law or sister-in-law.
- 29.03 A teacher shall be granted leave with pay, not exceeding three (3) days in the aggregate in a school year to attend to the temporary care of a sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent family members; meetings with child authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.

### **B. Professional Leave**

- 29.04 (a) For in-service time there may be six (6) days in the aggregate in the school year available for the purpose of:
- (i) five (5) workshop days per teacher approved by the Board.
- (ii) a bank of one (1) day per teacher to the board to be assigned at the Board's discretion.

- (b) A School Board may grant leave with pay to a teacher:
  - (i) to attend meetings of Departmental Educational Committees to which he/she has been appointed by the Minister; or
  - (ii) to attend such meetings or conferences as the Minister may approve.

29.05 A teacher who is a member of the Executive of the Newfoundland and Labrador Teachers' Association or the Board of Directors of the Canadian Teachers' Federation may be granted leave with pay for such times as the teacher is engaged in business on behalf of such Executive or Board. Such leave will not be unreasonably denied or unreasonably requested.

- 29.06 (a) A teacher who is a member of the Negotiating Committee of the Labrador West Branch shall be granted leave with pay while attending actual negotiating sessions on the renewal of this Agreement, providing that the number of teachers in attendance shall be kept to a reasonable limit.
- (b) In addition to leave granted under Clause 29.06(a), a teacher who is a member of the Negotiating Committee of the Labrador West Branch shall be granted leave with pay not to exceed four (4) days in the aggregate prior to the signing of a new Collective agreement.

29.07 A teacher who is President of the Labrador West Branch of the Newfoundland and Labrador Teachers' Association may be granted leave with pay to attend Branch Presidents' Meetings to a maximum of five (5) days per school year. Such leave will not be unreasonably denied or unreasonably requested.

### **C. Other Paid Leave**

29.08 Where a school is closed owing to the death of a member of the staff, the teachers in that school shall be considered to be on leave of absence with pay for the period the school is closed.

29.09 A teacher may be granted, at the discretion of the School Board, additional leave with pay, not to exceed three (3) days in the aggregate in the school year, for any reason deemed valid by the Board.

29.10 A School Board shall grant leave with pay to a teacher required to serve on jury duty or duty as a witness in any court to which that teacher has been summoned, in any proceedings to which that teacher is not a party, or one of the persons charged. The board shall be reimbursed by the teacher for any fees he/she receives for any such duties.

29.11 Where no other provision is made for leave with pay, a teacher may be granted leave with pay upon application to the Minister or Chairperson of the Board, where the Minister or Chairperson is satisfied that paid leave is warranted.

29.12 A School Board shall grant to a teacher up to two (2) full days leave with pay to attend pre-retirement sessions organized by the Newfoundland and Labrador Teachers' Association or by a government ★department. A teacher may avail of the two (2) days leave under this Article only once in his/her career.

- 29.13 (a) When a principal is absent from school in the performance of other duties, every effort shall be made to assure that a substitute teacher is provided for those assigned teaching duties remaining following the reassignment of the principal's school administrative duties to the vice principal to a maximum of five (5) days in a school year. Where a school has no vice principal, the principal's administrative duties shall be assigned to a teacher on staff and every effort shall be made to assure ★ that a substitute teacher is provided for the teaching duties remaining.

- (b) Notwithstanding Clause 29.13(a), when a principal, who has teaching duties, is absent from school in the performance of other duties for more than five (5) days in a school year, then a substitute teacher may be provided for those assigned teaching duties.

### **ARTICLE 30 - LEAVES WITHOUT PAY**

30.01 For the purpose of this Article, the following definition will apply:

The School Board Office shall be deemed to be a school.

- 30.02 ★(a) Subject to Article 47 and Clause 30.09, a teacher whose period of leave granted under this Article commences and terminates during the same school year shall return to the same position unless it is mutually agreed between the School Board and the teacher that the teacher return to a particular position.
- ★(b) Notwithstanding Clause 30.02(a), on return from a period of leave that commences and terminates during the same school year, a teacher employed in a teaching and learning assistant position shall only be returned to a teaching and learning assistant position.
- 30.03 (a) Subject to Articles 47 and 17, a teacher employed by a School Board may, upon request, be granted leave without pay for reasons deemed valid by the School Board and on the teacher's return shall be given a comparable position in the same school, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.
- ★(b) Notwithstanding Clause 30.03(a), on return from a period of leave, a teacher employed in a teaching and learning assistant position shall only be returned to a teaching and learning assistant position.
- 30.04 A teacher elected to the office of President of the Newfoundland and Labrador Teachers' Association or President of the Canadian Teachers' Federation shall be granted leave without pay to fill such office and shall, subject to Articles 47 and 17, be entitled to the same or comparable position with the School Board.
- 30.05 (a) Whenever possible, a teacher employed by a School Board shall be granted educational leave without pay for not less than one (1) school year and on that teacher's return shall, subject to Articles 47 and 17, be given a comparable position in the same school unless it is mutually agreed between the teacher and the School Board that he/she return to a particular position.
- (b) A teacher employed by a School Board may be granted educational leave without pay for a period of less than one (1) school year and on that teacher's return shall, subject to Article 47, be given a comparable position in the same school unless it is mutually agreed between the teacher and the School Board that he/she return to a particular position.
- ★(c) Notwithstanding Clauses 30.05(a) and (b), on return from a period of educational leave without pay, a teacher employed in a teaching and learning assistant position shall only be returned to a teaching and learning assistant position.
- 30.06 (a) A teacher granted leave under Clause 30.04 shall have the time credited as service with the School Board for the purpose of determining seniority.
- (b) Leave approved under this Article for the purpose of upgrading teacher qualification and/or experience shall be credited as teaching experience for purposes of seniority and salary increments.
- 30.07 Leaves granted under this article may be extended by mutual consent of both the teacher and the School Board up to a maximum period of two (2) school years.
- 30.08 A teacher whose leave extends beyond April 30 shall be subject to the resignation and termination provisions of Article 48.
- 30.09 Subject to Article 47, a teacher elected to serve in the Provincial House of Assembly or House of Commons shall be granted leave without pay to serve one (1) elected term of office and upon return shall be guaranteed at the beginning of the subsequent school year (unless otherwise agreed between the teacher and the School Board) a position with the School Board. In the event that the teacher is elected for a second consecutive term of office, the teacher may be required to resign from the School Board.
- ★30.10 Subject to Article 47 and Clause 30.03, upon request, a teacher shall be granted leave without pay for a period of up to thirty-nine (39) weeks while school is in session for the purpose of providing temporary care or support for a family member who is gravely ill with a significant risk of death. Medical proof of the need for care or support and risk of death may be required by the School Board. Teachers, while on approved leave granted under this Clause, shall continue to accumulate service for the purpose of seniority and pension in accordance with the *Teachers' Pension Act*.

- ★30.11 Subject to Article 47 and Clause 30.03, upon request, a teacher shall be granted leave without pay for a period of up to thirty-nine (39) weeks while school is in session for the purpose of providing care or support for his/her critically ill or injured child. Medical proof of the critical illness or injury and the need for care or support may be required by the School Board. Teachers, while on approved leave granted under this Clause, shall continue to accumulate service for the purpose of seniority and pension in accordance with the *Teachers' Pensions Act*.

### **ARTICLE 31 - EDUCATIONAL LEAVE**

- 31.01 Subject to the other provisions of this Article, a teacher who has been employed in Newfoundland and Labrador as a teacher for five (5) years or more may be eligible for Educational Leave up to one (1) year.
- 31.02 There shall be an Educational Leave Committee consisting of five (5) members, two (2) of whom shall be appointed by the Newfoundland and Labrador Teachers' Association.
- 31.03 Teachers who are eligible for Educational Leave and who wish to obtain such leave, shall make application to the School Board. Only applications which are approved by the School Board shall be forwarded to the Educational Leave Committee.
- 31.04 Prior to January 1st each year, the Minister shall notify the Educational Leave Committee of the number of teachers who may be granted educational leave in the coming school year. In any event, the minimum number of leaves which may be granted shall be 3.0 semesters per year, or the equivalent.
- 31.05 The Educational Leave Committee shall, not later than the first day of March of the year of the award, select those teachers who are to be granted Educational Leave. The number selected by the committee shall not exceed the number indicated by the Minister in accordance with Clause 31.04.
- 31.06 Leave granted under this Article shall be at the rate of eighty percent (80%) salary.
- 31.07 Upon completion of the Educational Leave, a teacher shall return to the School Board from which leave was granted, for a period of not less than double the period of leave granted.
- 31.08 A teacher granted Educational Leave shall, subject to Articles 47 and 17, upon return be given the same position or comparable position in the same school, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.
- 31.09 The period in which a teacher is on Educational Leave with pay shall be considered as full-time taught.
- 31.10 Nothing in this Article shall be deemed to preclude the leave privileges which may be available to teachers under Article 30.

### **ARTICLE 32 - PERSONAL INSURANCE**

- 32.01 The "Basic Insurance Plan" shall consist of all insurance options in which the Newfoundland Government participates on behalf of its teachers.
- 32.02 The Board shall enrol all its teachers in the Basic Insurance Plan and the teacher shall be responsible for a contribution established for the Newfoundland and Labrador Teachers' Group Insurance Plan.
- 32.03 Government and the School Board shall continue their contribution on behalf of those teachers on their respective payrolls who are on approved leave, maternity and/or adoption leave for a maximum of 39 weeks.

### **ARTICLE 33 - SEVERANCE PAY**

- 33.01 (a) ★(i) A teacher who has one (1) or more years of continuous service as a teacher in the province as of March 31, 2018 is entitled to be paid severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment as a teacher in the province by two percent (2%) of his/her annual salary in effect as of March 31, 2018, to a maximum of forty percent (40%) of his/her annual salary.

★(ii) Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

- (b) A teacher's continuous service shall not be deemed to be broken when: (1) on approved leave; (2) where the teacher leaves the employment of a board to further his/her education as a teacher and returns to a board on the commencement of the next school year after the completion of said education; or (3) where the teacher teaches at least twenty (20) days in any school year.

The twenty (20) days will be effective as of the beginning of a teacher's career and will apply to those teachers who leave the employ of a School Board subject to Clause 33.01(a) or Clause 33.02 on or after September 1, 1982.

- (c) Time spent on approved leave or furthering the teacher's education shall not be considered as years of service in the computation of the percentage entitlement to severance pay; however, time taught under Clause 33.01(b)(3) will be considered service for Severance Pay purposes.

- (d) In computing years of continuous service, the method as contained in Clause 23.04 shall be used.

33.02 A teacher who has resigned or retired may be re-employed if that teacher has been out of service as a teacher for a number of teaching days which is not less than the number of teaching days represented by the severance pay he/she received pursuant to Clause 33.01 above, or if that teacher refunds the appropriate proportionate part of such severance pay.

33.03 The severance pay which a teacher shall be paid for his/her total period of employment as a teacher and/or in the employ of the public service shall not exceed the maximum specified in Clause 33.01.

★ 33.04 For the purpose of this Article, subject to Clause 33.01 (a) (ii), the year(s) during which a teacher served as any of the following shall be deemed to be years of service as a teacher:

- ★(a) Professional Officer in the Department of Education and Early Childhood Development;
- (b) a teacher in a Government school;
- ★(c) a District Director or an Associate Director, Assistant Director, or Education Officer;
- (d) a teacher in the College of the North Atlantic and predecessor organizations, the Institute of Fisheries and Marine Technology, a Community College, or District Vocational School;
- (e) an Executive Officer of the Denominational Education Council;
- (f) a teacher employed in a school in Wabush, Labrador City, or Churchill Falls;
- (g) related service done in an institution as a specialist teacher approved for this purpose by the Minister;
- (h) as a teacher in an adult education institute approved by the Minister; or
- (i) as an employee of the Newfoundland and Labrador School Boards Association.

★ 33.05 Subject to Clause 33.01(a)(ii), each maternity, parental or adoption leave period, up to thirty-nine (39) weeks is to be credited in computing years of service for severance pay purposes.

★ 33.06 The effective date of this Article shall be March 31, 2018. The rate of pay, service for severance entitlement and position used shall be that in effect on March 31, 2018. Subject to Clause 33.05, where a teacher is on layoff or an approved unpaid leave of absence on March 31, 2018, the position and rate of pay at the commencement date of layoff or unpaid leave of absence shall be used.

## ARTICLE 34 - INJURY ON DUTY

34.01 A teacher who is unable to perform duties because of a personal injury received in the performance of those duties shall be entitled to receive benefits in accordance with the *Workplace Health, Safety and Compensation Act*. However, in the event that Section 81 of the *Workplace Health, Safety and Compensation Act* is amended or repealed so as to permit a Collective Agreement to provide for compensation in excess of the levels provided under the Act, the parties agree that the provisions of Clause

34.01 to 34.05 inclusive, as contained in Schedule I of this Agreement, which are permissible under that legislation shall then be in full force and effect as of the effective date of such amendment or repeal.

- 34.02 A teacher who is approved for temporary earnings loss (TEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement will be considered to be in receipt of full salary for the purpose of benefits under this Agreement. A teacher who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have his or her position, or a comparable position with the employer protected for two (2) calendar years following the date of such approval, immediately following which his or her employment shall be terminated, subject to the *Human Rights Act*.
- 34.03 A teacher who is unable to perform his/her regular duties as a result of injury will be employed in another vacant position which the teacher is capable of filling. First consideration for such placement will be to vacant positions which may exist in the teacher's designated school.

## **ARTICLE 35 - LOSS OF DAMAGE TO TEACHERS' PERSONAL PROPERTY OR EQUIPMENT**

- 35.01 (a) Subject to Clauses 35.01(b) and 35.01(c), where a teacher in the performance of his/her duty suffers any personal loss, and where such loss was not due to the teacher's negligence, the School Board may compensate the teacher for any loss suffered, subject to a maximum of three hundred and twenty-five dollars (\$325).
- (b) All incidents of loss suffered by a teacher shall be reported in writing by the teacher within five (5) working days of the discovery of the incident to the Director or his/her designate.
- (c) This provision shall only apply in respect of personal effects which the teacher would reasonably have in his/her possession during the normal performance of his/her duty.
- 35.02 (a) When a teacher is authorized in writing by the School Board to use his/her own tools, equipment or other materials in the performance of his/her duties, the School Board shall compensate that teacher for any loss or damage to these tools, equipment or materials provided that loss or damage did not result from the teacher's negligence.
- (b) All incidents of loss suffered by a teacher shall be reported in writing by the teacher to the Director or his/her designate within five (5) working days of the discovery of the incident.

## **ARTICLE 36 - PROTECTIVE CLOTHING**

- 36.01 Where protective clothing is necessary and routinely required to be worn, the School Board shall provide such protective clothing free of charge. All clothing issued in accordance with this Article shall remain the property of the School Board.

## **ARTICLE 37 - SUMMER SCHOOL BURSARIES**

- 37.01 Upon application to the Board, a teacher(s) may be granted, at the discretion of the Board, financial assistance in the amount of seven hundred dollars (\$700) to further his/her professional development by attending summer school.
- 37.02 Each recipient must register for a minimum of one-fifth of normal university's year's work and provide proof of registration.
- 37.03 (a) One half (½) of the monies allocated by the board to the particular recipient shall be paid upon proof of registration and the second half shall be paid the following September upon proof of successful completion of the course.
- (b) The recipient is obligated to return to teach for the Labrador Board for one (1) year immediately following this leave or repay to the Board the amount of financial assistance provided.



- 37.04 Bursaries awarded to pursue local or correspondence credit courses during the school year shall be allowed up to value of one (1) complete semester course per school year. Proof of successful completion must be supplied prior to payment.
- 37.05 Payments made under Clause 37.04 shall be subtracted from any summer school bursary made to the same recipient during the summer immediately following the school year.

## **ARTICLE 38 - TEACHER EVALUATION**

- 38.01 The prime purpose of evaluation shall be the increased effectiveness of personnel in improving instruction. To be meaningful, such evaluation shall:
- (a) Point out the definite strengths of the teacher; and
  - (b) Where areas of weakness or difficulty are identified, the evaluation shall include specific recommendations for rectifying such weakness or difficulty.
- 38.02 (a) Subject to 38.02(b), all evaluations, both formative and summative, shall be conducted openly and with the knowledge of the teacher(s) and the teacher(s) shall be informed as to which type of evaluation is being conducted.
- (b) For the purpose of this Article:
    - (i) formative evaluation is a process of evaluation which occurs to improve the professional performance of the teacher(s);
    - (ii) summative evaluation is the process of evaluation which uses its results to make a decision in areas of employment;
    - (iii) the evaluation of a probationary teacher shall be comprised of both formative and summative processes;
    - (iv) any summative evaluation made on a tenured teacher must be preceded by a formative evaluation.
  - (c) The School Board shall consult with the teacher in determining the nature of the support which may be required to address suggestions for change and improvement.
  - (d) Probationary teachers will be given an opportunity to address concerns which may be identified during the evaluation process.
- 38.03 The results of such evaluation shall be made known to teacher(s) concerned in writing, and included in the teacher's evaluation file.
- ★38.04 Proper security shall be maintained on teacher evaluation files. The files and documents related to a teacher's evaluation may be viewed only by the Director of Education, the Associate Director of Education, the Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), a Senior Education Officer (SEO), and/or the teacher's current school principal or vice-principal and the contents of the file shall be held in strictest confidence. Any other person wishing to view a teacher's file may do so only with the written consent of the teacher. Teachers shall be permitted to view their own files at any mutually convenient time during normal working office hours.
- ★38.05 A School Board's teacher evaluation policy shall be consistent with the terms of the Collective Agreement. The Association shall be consulted with regard to changes to existing teacher evaluation policy.

## **ARTICLE 39 - INDIVIDUAL TEACHER CONTRACTS**

- 39.01 No provision of an individual teacher contract shall contravene any Article of this Collective Agreement.



## **ARTICLE 40 - CONTRACTS**

### **A. General**

- 40.01 No provision of a teacher contract shall contravene any Article of the Collective Agreement.
- 40.02 At the time of hiring, the School Board shall document each teacher's point of hire in the teacher's personal file.

### **B. Term Contracts**

- 40.03 (a) The Board shall enter into a term contract with a teacher only when:
- (i) The teacher is replacing a teacher on leave; or
  - (ii) The teacher is hired to fill, for the balance of that school year, a vacancy which occurs after August 1 of that school year; or
  - (iii) The teacher is hired to fill, for the balance of that school year, a position which is allocated as an additional unit by the Department of Education, after September 1 of that school year; or
  - (iv) The teacher is hired to fill a position left vacant because of the unavailability of a teacher who is qualified in the position advertised; or
  - (v) The teacher is hired for the purpose of position-sharing pursuant to Article 54; or
  - (vi) The teacher is hired to fill a position which is necessary because the School Board has served formal notice that the school will close at the end of the school year.
- (b) The provisions of Clause 40.03 shall not apply to teachers rehired under Article 47.
- 40.04 Unless it is terminated in accordance with Article 48 or 47, a term contract shall continue in force:
- (a) until the expiration of that term contract or the end of that school year, whichever occurs first, provided that the teacher was hired in accordance with Clause 40.03 or Clause 54.06.
  - (b) until the end of the leave, provided that the teacher was hired in accordance with Clause 42.07(c) or Clause 42.07(d).
- 40.05 (a) Following employment with a Board under a term contract, a teacher who is subsequently hired under the provisions of Clause 42.07(a) for the next school year shall have the period of employment under that term contract credited towards fulfilling the requirements of Article 41.
- (b) Notwithstanding Clause 40.05(a), a maximum of one (1) year of employment in a term contract contiguous to employment in a probationary or continuing contract in a comparable position with the same School Board shall be counted as part of the probationary period in accordance with Article 41.

### **C. Probationary Contracts**

- 40.06 A teacher on a probationary contract with a Board may also enter into a term contract to fill a position with the Board in accordance with Clause 42.07(a) or Clause 42.07(c) and shall be deemed to be on leave without pay from that teacher's previous position and the teacher shall retain all rights and privileges associated with his/her former position.

### **D. Continuing Contracts**

- 40.07 Notwithstanding Clause 40.03, a teacher on a continuing contract with a School Board who is filling another position with the School Board on a temporary basis, shall be deemed to be on leave from his/her position and the teacher shall retain all rights and privileges associated with that Board.

## **ARTICLE 41 - PROBATIONARY PERIOD AND TENURE**

★41.01

For the purpose of this Article, the following definitions shall apply:

Probationary Period for Teachers: Period of not more than two (2) continuous years of service in the case of a non-tenured teacher and not more than one (1) year for a previously tenured teacher, provided that teacher has certification in accordance with Clause 42.07(a).

Probationary Period for teaching and learning assistants: Period of not more than two (2) continuous years of service in the case of a non-tenured teaching and learning assistant and not more than one year for a previously tenured teaching and learning assistant.

- 41.02 (a) Teachers who have no previous teaching experience in the province and teachers who have never been tenured with a School Board will be hired on a probationary contract until they have completed two (2) years service with the same School Board.
- (b) ★(i) Probationary teachers who are in attendance for less than ninety-seven and one half (97.5) days in any one (1) school year may be required to complete an additional year of service in order to complete the probationary period.
- (ii) For probationary teachers on permanent part-time contracts, the number of days of required attendance as per Clause 41.02(b)(i) shall be in proportion to the fraction of the full staffing unit as assigned to them.
- (c) For the purpose of this Article, reference to “year of service” means a school year during which a teacher is in the employ of a school board filling a permanent full-time or permanent part-time position.
- 41.03 A teacher who completes the probationary period and then enters into continuous employment with the same School Board shall have tenure as a teacher with that Board.
- 41.04 A teacher who has completed a probationary period with a School Board and who subsequently is hired by another School Board may be required to serve a probationary period of one (1) year or may have the probationary period waived by the Board. Unless the School Board notifies the teacher in writing at the date of hiring that that teacher is required to serve a probationary period of one (1) year, the teacher shall be deemed to have tenure with that Board.
- 41.05 A year’s probation shall be deemed to have been served at the end of the school year where a teacher has come on staff after the beginning of the school year and remains on staff for the balance of the school year provided that he/she has taught for ninety-six (96) teaching days. A teacher who comes on staff after the beginning of the school year and who does not teach for ninety-six (96) teaching days shall be deemed to have completed a year’s probation at the end of the subsequent school year, unless the Board waives all or part of that period.
- 41.06 A teacher who “leaves the employ of his/her School Board” at the end of that teacher’s probationary period shall be advised in writing by that School Board as to whether or not the probationary period has been satisfactorily completed.
- 41.07 A teacher who has completed a probationary period and who subsequently leaves the employ of a School Board for a period not in excess of five (5) years shall, upon re-employment with the same Board, have tenure as a teacher with that Board. If the period exceeds five (5) years, that teacher shall be subject to the same provisions as the teacher covered in Clause 41.04.
- 41.08 ★(a) Teaching and learning assistants who have no previous teaching experience in the Province and teaching and learning assistants who have never been tenured with a School Board will be hired on a probationary contract until they have completed two (2) years’ service with the same School Board.
- ★(b) (i) Probationary teaching and learning assistants who are in attendance for less than 115 days in any one school year may be required to complete an additional year of service in order to complete the probationary period.

- (ii) For probationary teaching and learning assistants on permanent part-time contracts, the number of days of required attendance as per Clause 41.08(b)(i) shall be in proportion to the fraction of a full staffing unit as assigned to them.
- ★(c) For the purpose of this Article, reference to “year of service” means a school year during which a teacher is in the employ of a School Board filling a permanent full-time or a permanent part-time teaching and learning assistant position.
- ★ 41.09 A teaching and learning assistant who completes the probationary period and then enters into continuous employment with the same School Board shall have tenure as a teaching and learning assistant with that Board.
- ★ 41.10 A teaching and learning assistant who has completed a probationary period with a School Board and who subsequently is hired by another School Board may be required to enter into a probationary period of one (1) year or may have the probationary period waived by the Board. Unless the School Board notifies the teaching and learning assistant in writing at the date of hiring that a probationary period of one (1) year is required, the teaching and learning assistant shall be deemed to have tenure with the Board.
- ★ 41.11 A year’s probation shall be deemed to have been served at the end of the school year where a teaching and learning assistant has come on staff after the beginning of the school year and remains on staff for the balance of the school year provided that he/she has been in attendance for ninety-six (96) teaching days. A teaching and learning assistant who comes on staff after the beginning of the school year and who is not in attendance for ninety-six (96) teaching days shall be deemed to have completed a year’s probation at the end of the subsequent school year, unless the Board waives all or part of that period.
- ★ 41.12 A teaching and learning assistant who has completed a probationary period and who subsequently leaves the employ of a School Board for a period not in excess of five (5) years shall, upon re-employment with the same Board, have tenure as a teaching and learning assistant with that Board. If the period exceeds five (5) years, that teaching and learning assistant shall be subject to the same provisions as the teaching and learning assistant covered in Clause 41.10.
- 41.13 ★(a) For the purposes of this Article service as a teacher in a teaching position shall be counted for the purpose of probation and tenure for teaching and learning assistant positions.
- ★(b) For the purposes of this Article, service as a teacher in a teaching and learning assistant position shall not be counted for the purpose of probation or tenure for other teaching positions.

## **ARTICLE 42 - PROMOTION AND HIRING OF TEACHERS**

### **A. Advertising**

- 42.01 Subject to Clauses 47.04, 47.05 and 47.06, when a Board decides to fill a vacancy within the bargaining unit the position shall be posted on the Employer’s website for at least seven (7) calendar days. An electronic copy of each notice will be supplied to the President of the Labrador West Branch of the Newfoundland and Labrador Teachers’ Association.
- ★ 42.02 Notwithstanding Clause 42.01, substitute and replacement positions that are more than one (1) month’s duration shall be posted according to procedures outlined in Clause 42.01.

### **B. Selection and Hiring**

- 42.03 (a) The basic criteria for the selection of teachers shall be competence, suitability and qualifications as assessed by the School Board.
- ★(b) Notwithstanding Clause 42.03(a), a teacher holding only a Level II teaching certificate endorsed “Teaching and Learning Assistant” shall only be hired in a teaching and learning assistant position.
- 42.04 In selection of teachers for positions of additional responsibility, the Boards will give preference to applicants already in the employment of the Board who are qualified, experienced and suitable.

- ★42.05 In filling vacant teaching positions in accordance with Clause 42.03, the School Boards shall:
- ★(a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing teacher contract. When filling permanent positions only, if more than one such teacher makes a request for the same permanent teaching position, all of whom are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 1.01 (I).
  - ★(b) subject to Clause 42.05(a), give consideration to applications from teachers who have served in replacement and/or substitute teaching positions with the Board before applications from teachers with no previous experience with the Board.
  - ★(c) notwithstanding Clause 42.05(a), in filling term contracts and replacement teaching positions that arise after July 15, the employer shall not be required to give consideration to teachers already employed in a continuing contract.
- 42.06 In the event that a teacher must be hired from outside the province, the President of the Branch shall be notified at the time of hire.
- 42.07 (a) A Board shall not hire a teacher to fill a vacancy for a permanent position described under the provisions of Clause 42.01, who holds less than Certificate IV.
- (b) Should a Board be unable to fulfill the provisions of Clause 42.07(a), the Board may hire a teacher who holds less than Certificate IV. The period of employment shall terminate prior to or on June 30 of that school year. The President of the Labrador West Branch of the Newfoundland and Labrador Teachers' Association shall be notified prior to hiring.
- (c) Whenever possible, a Board shall not hire a replacement or substitute teacher who holds less than Certificate IV. (Known long-term substitutes or replacements).
- (d) Where the provisions of Clauses 42.01 and 42.02 do not apply, the Board may hire casual or daily substitutes and replacement teachers with less than Certificate IV.
- 42.08 The provisions of Clause 42.07 apply only to those teachers who were not employed by the Board prior to the signing of this Collective Agreement.
- 42.09 No person shall be employed or retained in a position to which this Collective Agreement applies, unless he/she is and continues to be the holder of a valid teaching certificate issued by the Province of Newfoundland and Labrador and satisfies the requirements of this Article.
- 42.10 Should a Board be unable to fulfill the provisions of Clause 42.07 the Board may hire for a period of up to one (1) year a person approved by the Minister of Education.
- 42.11 Notwithstanding the provisions of Clause 42.04, in filling vacant positions, the School Board shall make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing contract.
- ★42.12 In filling vacant teaching and learning assistant positions in accordance with Clause 42.03, the Board shall:
- (a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing contract.
  - (b) subject to Clause 42.12(a), give consideration to applications from teachers who have served in replacement and/or substitute positions with the Board before applications from teachers with no previous experience with the Board.
  - (c) Notwithstanding Clause 42.12(a), in filling term and replacement teaching and learning assistant positions that arise after July 15, the employer shall not be required to give consideration to teachers already employed in a continuing contract.
- 42.13 Subject to Article 47, any teacher who is offered a position of employment in response to an application for a vacancy shall have not less than twenty-four (24) hours to notify the School Board of acceptance or rejection of the position offered.

## **ARTICLE 43 - POSITIONS OF ADMINISTRATIVE RESPONSIBILITY**

- 43.01 A tenured teacher appointed to the position of principal, vice-principal, program specialist or department head, may be required by the School Board to serve a probationary period of one year.
- 43.02 A teacher who successfully completes the probationary period prescribed by Clause 43.01 and continues in that position shall be deemed to have tenure in that position.
- 43.03 A teacher who, prior to appointment to one of the positions referred to in Clause 43.01, had tenure as a teacher with the School Board, and who does not successfully complete the probationary period prescribed by Clause 43.01 shall retain tenure as a teacher and be entitled to return to his/her former position with that School Board, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.
- 43.04 A teacher who, prior to appointment to one of the positions referred to in Clause 43.01, had tenure as a teacher with the School Board, and who has successfully completed his/her probationary period prescribed in Clause 43.01, shall retain tenure as a teacher and be entitled to return to his or her former position with that School Board, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.

## **ARTICLE 44 - TRANSFER OF TEACHERS**

- 44.01 A teacher shall not be transferred from one community to another without his/her consent.
- 44.02 A teacher may be transferred to a comparable position within the same school when it is deemed necessary.
- 44.03 Transfer of teachers to a comparable position within a community shall be as follows: Where more than one (1) teacher, teaching the same grade, wishes to accept the transfer, the teacher having the greatest length of service with the board shall be transferred. Where none of the teachers in the same grade and/or school who is qualified and suitable, consent to the transfer, the teacher with the least amount of service shall be transferred.
- 44.04 Subject to Article 47, when any school population or program, or part thereof, is relocated to another building within a community, those teachers who are presently teaching those students or programs shall be transferred in accordance with Article 44.03.
- 44.05 Any transfer may be made with the mutual agreement of the School Board and the teacher.

## **ARTICLE 45 - TEACHER EXCHANGE AND SECONDMENT**

### **A. Exchange Within the Board**

- 45.01 With the mutual agreement of any two teachers and the School Board concerned, teacher exchange may take place within that Board, exact terms and duration to be determined by the teachers and the School Board concerned.

### **B. Exchange Between School Boards**

- 45.02 With the mutual agreement of any two School Boards and the teachers concerned, teacher exchange may take place between the Boards. The teacher exchanged will retain all benefits and rights accrued with the original School Board. The receiving School Board shall have all management and control with respect to the employment of the teacher during the period of exchange.

### **C. The Department of Education and Memorial University of Newfoundland May Second Teachers Under the Following Conditions:**

- 45.03 (a) With the mutual consent of the teachers and the Board(s) involved.
- (b) The teacher in question shall remain in the employ of the School Board and where he/she is required to be in attendance for the normal working day of the seconding department or agency:

- (i) he/she shall be paid the maximum allowance for a program specialist in addition to their regular salary; and
  - (ii) the teacher shall be provided annual leave based on the teacher's accumulated service in accordance with Article 23 and the annual leave policy for government employees.
- (c) A substitute teacher shall be provided for the teacher who has been seconded.
- 45.04 Subject to Clause 1.01 (I), teachers so exchanged or seconded shall retain their seniority with the Board from which they exchanged or seconded.
- 45.05 Subject to Clause 1.01 (I), the years of service with the Board to which the teacher has exchanged or seconded shall be counted as years of service for seniority with the Board from which they exchanged or seconded.
- 45.06 Subject to Articles 47 and 17, upon termination of the period of exchange or secondment, the teacher shall be returned to the same position held prior to the exchange or secondment unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.

## **ARTICLE 46 - SUBSTITUTE TEACHERS**

- 46.01 The rate of pay for substitute teachers shall be based on qualifications and service in accordance with the salary scales in Schedule B, for periods of substitution for the same regular teacher of less than or equal to three (3) consecutive days.
- 46.02 For periods of substitution in excess of three (3) consecutive days for the same regular teacher, the substitute teacher will be paid on the basis of qualifications and service in accordance with the salary scales contained in Schedules A1, A2, or B of this Agreement with effect from the first day of such period of substitution.
- 46.03 Substitute teachers shall be paid for a maximum of paid holidays designated by the school board if the holidays occur during a contract period.
- 46.04 For salary purposes, substitute teachers shall be deemed to have kept school on any day or part thereof where:
  - (a) the school is closed pursuant to Section 32 of the *Schools Act*, or
  - (b) previously contracted substitute services are not required for any other reason(s) and the substitute teacher is not notified prior to reporting for duty at the school that his/her services are not required.
- 46.05 Substitute teachers are entitled to paid leave to participate in approved in-service activities which occur during a contract period if attendance at the in-service is required by the School Board.
- 46.06
  - (a) All substitute teaching time is included in the calculation of sick leave credits as per Article 27 of this Agreement.
  - (b) Substitute teachers shall be paid for sick leave approved in accordance with the Collective Agreement subject to the following conditions:
    - (i) the substitute teacher is under contract with a School Board or the Department of Education for a period of fifty (50) consecutive days or more during the school year, or a substitute teacher accumulates fifty (50) days for substitute teaching service during the school year;
    - (ii) the illness for which the substitute teacher obtained leave occurred after the teacher commenced employment during a contract period;
    - (iii) the payment of sick leave benefits will not extend beyond the termination date of the contract period;
    - (iv) substitute teachers employed under long-term contracts of fifty (50) days or more will be paid sick leave benefits during regular pay periods; and

- (v) substitute teachers who accumulate fifty (50) days of teaching service through a series of short-term contracts will be paid for sick leave days certified by the School Board(s) retroactive to the date the teacher first commenced employment in the school year. After fifty (50) days, sick leave benefits will be paid as claims are submitted by the School Board(s).
  - (vi) Effective September 1, 2006, substitute teachers with no previous teaching experience in the province who qualify for sick leave in accordance with this clause will be awarded sick leave in accordance with Clauses 27.02(b), 27.02(c), 27.02(d) and 27.10(c).
- 46.07 Substitute teachers shall be paid for the number of hours of duties assigned to them during the regular school instructional day, except that no teacher shall receive more than one (1) day's pay for each day taught.
- 46.08 Substitute teachers who substitute for twenty (20) teaching days or more on a continuous basis will be considered a replacement teacher for purposes of benefits under this Agreement, with effect from the first day of such period of substitution.
- 46.09 The pay period for substitute teachers shall be the same as full-time teachers. NLTA fees shall be deducted.

## **ARTICLE 47 - LAYOFFS**

- 47.01 For the purpose of this Agreement, "layoff" means the interruption of a teacher's contract because his/her position has become redundant and the board is unable to place him/her in an alternate position for which he/she is qualified and suitable.
- 47.02 Where it is determined by the School Board that a teaching position within a school has become redundant, the senior teachers of that school shall be reassigned to the remaining positions within the school which they are capable of filling. Subject to the requirement of capability, the teachers to be retained at the school shall be given priority based on seniority in the following sequence:
- (a) tenured teachers;
  - (b) teachers on a one year probationary contract;
  - (c) teachers on a two year probationary contract.
- ★47.03 Where it is determined by the School Board that a teaching and learning assistant position within a school has become redundant, the senior teaching and learning assistants of that school shall be reassigned to the remaining teaching and learning assistant positions within the school which they are capable of fulfilling. Subject to the requirement of capability, the teaching and learning assistants to be retained at the school shall be given priority, based on seniority in the following sequence:
- (a) tenured teaching and learning assistants;
  - (b) teaching and learning assistants on a one-year probationary contract;
  - (c) teaching and learning assistants on a two-year probationary contract.
- 47.04 (a) A teacher who is not reassigned in accordance with Clause 47.02 shall have priority, based upon seniority, subject to capability to perform the job function required, to vacant teaching positions and teaching positions held by junior teachers in the following order of priority:
- (i) within the community;
  - (ii) within the nearest community, within the school district, where such a position exists.
- (b) In determining which teachers are junior under Clause 47.04(a) the sequence of seniority referenced in Clause 47.02(a) - (c) shall apply.
  - (c) Notwithstanding Clause 47.07, any teacher who refuses reassignment in accordance with Clause 47.04(a) in any particular year shall not be entitled to further consideration for reassignment in that year.



- 47.05 ★(a) A teaching and learning assistant who is not reassigned in accordance with Clause 47.03, shall have priority, based upon seniority, subject to capability to perform the job function required, to vacant teaching and learning assistant positions and teaching and learning assistant positions held by junior teaching and learning assistants, in the following order of priority:
- (i) within the community;
  - (ii) within the nearest community, within the school district, where such a position exists.
- ★(b) In determining which teaching and learning assistants are junior under Clause 47.05(a), the sequence of seniority referenced in Clause 47.03(a) - (c), shall apply.
- ★(c) Notwithstanding Clause 47.07, any teaching and learning assistant who refuses reassignment in accordance with Clause 47.05(a) in any particular year shall not be entitled to further consideration for reassignment in that year.
- 47.06 ★(a) With respect to Clauses 47.02, 47.03, 47.04 and 47.05, in determining capability to fulfill the requirements of the job function, the school board shall consider the overall ability of the teacher to perform the functions of the position in accordance with the currently modern standards required for the position.
- ★(b) The reassignment contemplated by Clauses 47.02, 47.03, 47.04 and 47.05 shall be to a comparable position, where possible.
- 47.07 A School Board that has laid off teachers or has notified teachers of layoff will not post any positions or hire any teachers until it has made every effort to place those teachers who have been or are to be laid off.
- 47.08 (a) For the purpose of this Agreement, the period of the layoff shall be considered to be the three (3) subsequent years at the end of which all recall privileges shall cease. Where more than one teacher is on recall, such recall shall be in descending order of seniority.
- (b) (i) It shall be the responsibility of a teacher on layoff to keep the Board informed of his/her current address, phone number and employment status including their interest and availability to fill positions that become vacant on or after September 1.
  - (ii) The Board shall notify a teacher on layoff, in writing, of the available positions for which the teacher is qualified. In the event of only one position being available, the teacher must be notified.
  - (iii) The teacher shall, by no later than 12:00 noon on the fifth (5th) working day of such notification, notify the Board, in writing, as to the teacher's intention regarding the positions available.
  - (iv) If the teacher fails to respond within the time limits specified above, the position will be deemed to be rejected.
- ★(v) Teachers who are laid off and are eligible for recall shall, subject to Clause 42.03(a), be given priority for replacement, term, and substitute positions which are known to be of more than one (1) month's duration; however, rejection of offers of such positions does not eliminate the teacher's right to recall for available permanent positions.
- (vi) If the position(s) referenced in Clause 47.08(b)(v) is known to be for an entire school year, the filling of such position(s) shall be subject to Clause 42.05.
- (c) A teacher whose position is declared redundant, and who accepts a term contract(s) for a subsequent school year (one hundred ninety-five (195) days) shall not have the period of recall under Clause 47.08(a) terminated until three (3) years following the completion of the term contract(s).
- ★47.09 (a) For the purpose of this Agreement, the period of layoff shall be considered to be the three (3) subsequent years at the end of which all recall privileges shall cease. Where more than one teaching and learning assistant is on recall, such recall shall be in descending order of seniority.



- (b) (i) It shall be the responsibility of the teaching and learning assistant on layoff to keep the Board informed of his/her current address, phone number and employment status including their interest and availability to fill teaching and learning positions that become vacant on or after September 1.
- (ii) The Board shall notify a teaching and learning assistant on layoff, in writing, of the available teaching and learning assistant positions for which the teaching and learning assistant is qualified. In the event of only one such position being available, the teaching and learning assistant must be notified.
- (iii) The teaching and learning assistant shall, by no later than 12:00 noon on the fifth (5th) working day of such notification, notify the Board, in writing as to the teaching and learning assistant's intention regarding the positions available.
- (iv) If the teaching and learning assistant fails to respond within the time limits specified above, the position will be deemed to be rejected.
- (v) Teaching and learning assistants who are laid off and are eligible for recall shall, subject to Clause 42.03(b), be given priority for replacement, term, and substitute teaching and learning assistant positions which are known to be of more than one (1) month's duration; however, rejection of offers of such positions does not eliminate the teaching and learning assistant's right to recall for available permanent teaching and learning assistant positions.
- (vi) If the position(s) referenced in Clause 47.09(b)(v) is known to be for an entire school year, the filling of such position(s) shall be subject to Clause 42.12.
- (c) A teaching and learning assistant whose position is declared redundant, and who accepts a term contract(s) for a subsequent school year (one hundred and ninety-five (195) days) shall not have the period of recall under Clause 47.09(a) terminated until three (3) years following the completion of the term contract(s).

47.10 Layoffs shall be effective only at the end of a contract year.

47.11 (a) Any teacher who is to be laid off shall be notified in writing as soon as possible and in any case before the 7th of May of his/her current contract year.

★ (b) Notwithstanding Clause 47.11(a), any teacher working in a teaching and learning assistant position who is to be laid off shall be notified in writing as soon as possible and in any event on or before the 28th of May of his/her current contract year.

47.12 (a) When a teacher is notified of a layoff after the 7th day of May of his/her current year, the layoff shall not become effective until the end of his/her subsequent contract year.

★ (b) Notwithstanding Clause 47.12(a) when a teacher working in a teaching and learning assistant position is notified of a layoff after the 28th day of May of his/her current contract year, the layoff shall not become effective until the end of his/her subsequent contract year.

47.13 The Boards shall pay all relocation expenses to the point of hire of a teacher laid off in accordance with this Article.

47.14 If a vacancy comparable to the position the teacher held should occur in the subsequent three (3) school years, it shall be offered to any teacher who has been laid off as a result of redundancy and is still unemployed as a teacher or is still employed in less than a full-time position.

★ 47.15 If a vacancy comparable to the position a teaching and learning assistant held should occur in the subsequent three (3) school years, it shall be offered to any teaching and learning assistant who has been laid off as a result of redundancy and is still unemployed as a teaching and learning assistant, or is still employed in less than a full-time position.

47.16 The provisions of this Article apply to teachers who are on approved leave.

- 47.17 Should private funding to the Boards concerned be eliminated or reduced in an amount sufficient to cause significant reduction in staff and no alternative source of funds is available, then Clauses 47.10, 47.11, 47.12, and 47.13 do not apply within the context of this Agreement. In this event, two (2) months notice of layoff will be given, or pay in lieu of notice.
- 47.18 The differential will, in future, apply only to teachers who were employed in Labrador West at any time during the 1995-96 school year up to and including April 30, 1996 in any contract status, including approved leave.
- (a) Subject to Clause 47.18(b), the Boards agree to consult the Labrador West Branch of the Newfoundland and Labrador Teachers' Association in the event that private funding is eliminated or reduced by a significant amount before reducing or eliminating items in this Agreement related to private funding.
  - (b) The differential may be altered only in accordance with the following conditions:
    - (i) If the total of local monies available to each Board with jurisdiction in the Labrador West area is less than the total amount required to provide differential stipulated under this Collective Agreement, then the differential shall be reduced by a percentage amount equivalent to the percentage that the total local funds available is below the total amount required to pay the differential.
    - (ii) If the total amount of local funds available to each School Board is equivalent to, or more than, the amount required to provide the differential then the full amount of the differential shall be provided in accordance with the provisions of this Collective Agreement.
    - (iii) The School Board(s) shall make available to the executive of the Labrador West Branch of the NLTA all budget and audit information with respect to the financial operation of the School Board(s), particularly as it relates to the provision, supply and utilization of local funds. A Select Committee, comprising equal representation from the Labrador West Branch of the NLTA and the School Board(s) with jurisdiction in Labrador West, shall meet annually, at a time mutually agreed upon by the members of the committee, to review all data and decisions with respect to local funding and its application within the Labrador West Collective Agreement.
  - (c) Notwithstanding the foregoing, the Association has the option of reopening negotiations with respect to differential in the event that the total amount of local funds available to the School Board(s) exceeds the amount required to provide contract benefits by more than 50%.
  - (d) For the purpose of this Agreement, "local funds" refer to the grants allocated to each Board from Wabush Mines and the Iron Ore Company of Canada.
  - (e) Notwithstanding (d), in the event that additional sources of local funds become available to the Board(s), the Association has the option of reopening negotiations with respect to compensation associated with local funding.
- 47.19 Parties hereby agree to establish a Committee called the Private Funding Liaison Committee, the object of which is to provide a forum whereby the parties may mutually explore and investigate ways of obtaining alternate funds for those now supplied by private means. The Committee shall comprise of two (2) representatives from the Labrador West Branch of the Newfoundland and Labrador Teachers' Association and two (2) representatives from the School Boards.
- ★47.20 The School Board will post in each school in the District a seniority list of all teachers on the staff of each school in the District, on a school-by-school basis, reflecting each individual teacher's accumulated province-wide seniority. This list will be posted in each school on or before January 31 of each year, listing the seniority which has been accumulated as of December 31 of that year.

## ARTICLE 48 - TERMINATION OF CONTRACTS

### A. By the Board

48.01 Subject to Clause 49.01, a contract of employment made between a Board and a teacher may be terminated by a Board:

- (a) By giving three (3) months' notice in writing (one (1) day's pay for each day notice is not given, not to exceed twenty (20) days per month), if the contract is to be terminated, provided the reason(s) is stated in writing by the Board, and the contract is a continuous contract;
- (b) By giving two (2) months' notice in writing (one (1) day's pay for each day notice is not given, not to exceed twenty (20) days), provided the reason(s) is stated in writing by the Board, and the contract is a probationary contract. When a board terminates the probationary contract of a teacher, the director shall review and discuss with the teacher the reason(s) for the termination of the contract. The termination of a probationary contract for reasons of incompetency or unsuitability will not be subject to the grievance procedure. However, a probationary teacher shall have the right to grieve as to whether or not the applicable notice (or pay in lieu of notice) was given.
- (c) With thirty (30) days' notice in writing (one (1) day's pay for each day notice is not given, not to exceed twenty (20) days per month), when it is certified in writing by the Director, or designate, that the teacher is incompetent.
- (d) By giving one (1) month's, notice in writing (one (1) day's pay for each day notice is not given, not to exceed twenty (20) days per month), when the contract is a term contract for a period of more than twenty-five (25) teaching days.
- (e) Without notice when the contract is a term contract for a period of twenty-five (25), or less, teaching days.
- (f) Without notice when the certificate of grade or license of the teacher has been suspended or cancelled.
- (g) Without notice where there is gross misconduct, insubordination, or neglect of duty on the part of the teacher.
- (h) Without notice, by the School Board, when the teacher fails to make a reasonable attempt to obtain a medical examination in accordance with the provisions of paragraphs (f) and (g) of Section 76 of the *Schools Act, 1997*.

### B. By the Teacher

- 48.02 (a) A continuous contract of employment made between a teacher and a School Board may be terminated by the teacher by giving three (3) months' notice in writing to the School Board if the contract is to be terminated during the school year and by giving notice in writing on or before April 30 if it is to be terminated at the end of the school year.
- (b) A probationary contract of employment made between a teacher and a School Board may be terminated by the teacher by giving two (2) months' notice in writing to the School Board.
- (c) A teacher shall give three (3) months' notice in writing to the School Board prior to superannuation at the end of the school year. Only one (1) month's notice in writing to the School Board shall be required prior to superannuation during the school year subject to the restriction that the superannuation must occur prior to the Christmas recess.
- (d) Notwithstanding Clause 48.02(c), in the event that a teacher makes application for disability pensions, the teacher, upon such application, shall notify the School Board.
- 48.03 (a) A term contract made between a teacher and a Board may be terminated by giving one (1) month's notice in writing, provided the contract is for a period of more than twenty-five (25) teaching days.
- (b) A term contract made between a teacher and a Board may be terminated without notice when the contract is for a period of twenty-five (25), or less, teaching days.

- 48.04 Without limitation to the foregoing, a contract may be terminated at any time by the mutual agreement of both parties.

## **ARTICLE 49 - DISCIPLINARY ACTION**

- 49.01 Subject to Clause 48.01(b), no teacher shall be suspended or dismissed, or otherwise disciplined, except for just cause.
- 49.02 A teacher who is suspended or dismissed shall be provided with written notification within five (5) days (Saturdays, Sundays and statutory holidays excluded) of any oral notification. Such written notification shall state the precise reasons for the suspension or dismissal and no reasons other than those stated in that notice may subsequently be advanced against the teacher in that particular disciplinary action.
- 49.03 (a) A copy of any document placed on a teacher's personal file, which might at any time be used against a teacher in any case of suspension, dismissal or disciplinary action, shall be supplied concurrently to the teacher. Before any such document is entered in the teacher's personal file, it shall be signed by the teacher for the sole purpose of certifying that it has been examined. If the teacher refuses to sign, the document shall be entered in the personal file with the notification that the teacher has refused to sign. A teacher shall be provided an opportunity to submit a written explanation as to why he/she refused to sign the document and the written explanation shall be entered into the teacher's personal file. Such explanation shall be provided by the teacher within ten (10) calendar days of receipt of the document. No occurrence or event, which is not documented in the Teachers' personal file within ten (10) calendar days of the discovery and verification of the incident by the Employer, except a culminating occurrence or event, shall be used against the teacher in any case of suspension, dismissal or other disciplinary action.
- (b) Proper security shall be maintained on teacher personal files. The files may be viewed only by the Director of Education, the Assistant Director of Education (Human Resources), the Associate Director of Education (Programs), the Assistant Director of Education (Programs), and a Senior Education Officer (SEO), and the contents of the file shall be held in strictest confidence. Any other person wishing to view a teacher's file may do so only with the written consent of the Director of Education. A copy of such written consent shall be provided concurrently to the teacher.
- 49.04 (a) Any documents of a disciplinary action shall be removed from the personal file and disregarded after the expiration of two (2) calendar years provided that there has not been a recurrence of a similar incident during that time, in which case it shall be removed two (2) years after the recurrence.
- (b) Any written explanation provided by teachers in accordance with Clause 49.03 shall be removed from the teacher's personal file and disregarded after the expiration of two (2) years provided there has not been a recurrence of a similar incident during that time, in which case it shall be removed two (2) years after the recurrence.
- 49.05 Teachers under investigation or charged will not automatically lose pay or benefits while under a period of suspension prior to the determination of guilt or innocence. If upon investigation, the School Board feels that disciplinary action is necessary, such action shall be taken in accordance with the provisions of the Collective Agreement. In situations where the School Board is unable to investigate the matter to its satisfaction, but where the Board feels the teacher should be removed from his/her current assignment on an interim basis, the teacher shall not lose pay or benefits.

## **ARTICLE 50 - GRIEVANCE PROCEDURE**

- 50.01 A grievance means a dispute over the interpretation, application, administration or alleged violation of any Article or Clause in this Collective Agreement.
- 50.02 A teacher may file a grievance in the manner prescribed herein on the teacher's own behalf or on behalf of himself/herself and one (1) or more teachers. In the latter case, the other teachers shall affix their signature to the written grievance.

- 50.03 A teacher or group of teachers who allege to have a grievance shall submit the grievance in writing to the Assistant Director of Education for Human Resources, or the Directeur général adjoint (Finances et Administration), with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the alleged grievance stating the precise nature of the grievance and the Article and Clause of the Agreement over which the grievance arises.
- 50.04 Where a grievance has been filed in accordance with Clause 50.03, the Assistant Director of Education, or the Directeur général adjoint, together with such other representatives of the School Board as may be deemed necessary, shall within fifteen (15) calendar days after receipt of the grievance, meet with the aggrieved teacher or groups of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied at this meeting by representatives of the Newfoundland and Labrador Teachers' Association and/or the Labrador West Branch of the Association. It is understood that members of the bargaining unit cannot be required to act as School Board representatives. Such members, however, may attend with the consent of both parties.
- 50.05 The Assistant Director of Education, or the Directeur général adjoint shall, within five (5) calendar days after the meeting referred to in Clause 50.04, transmit in writing his/her decision on the grievance to the aggrieved teacher or group of teachers. In all grievances, the Assistant Director of Education, or the Directeur général adjoint shall forward a copy of his/her reply to the Association.
- 50.06 If the decision of the Assistant Director of Education, or the Directeur général adjoint does not result in the settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the Director of Education, or to the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador within fifteen (15) calendar days of the receipt of the decision rendered in accordance with Clause 50.05.
- 50.07 The Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador shall, within ten (10) calendar days of his/her receipt of the grievance, transmit in writing his/her decision of the grievance to the aggrieved teacher or group of teachers. In all grievances, the Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador shall forward a copy of his/her reply to the Association.
- 50.08 If the decision of the Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador does not result in a settlement of the grievance, the teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with the procedure set forth hereunder, Article 51 - Arbitration.
- ★50.09 A teacher or group of teachers who have a grievance over a matter which is within the scope of authority of the Department of Education shall submit the grievance in writing to the appropriate Divisional Head of the Department of Education within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the grievance stating the precise nature of the grievance and the Article and Clause of the Agreement over which the grievance arises.
- ★50.10 Where a grievance has been filed in accordance with Clause 50.09, the Divisional Head shall, within fifteen (15) calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied or represented at this meeting by a representative of the Association.
- 50.11 The decision of the Divisional Head referred to in Clause 50.09, shall be transmitted in writing to the aggrieved teacher or group of teachers within five (5) calendar days from the date of the meeting referred to in Clause 50.10. In all grievances, the Divisional Head shall forward a copy of the reply to the Association.
- ★50.12 If the decision of the Divisional Head does not result in settlement of the grievance, the aggrieved teacher or group of teachers may submit the grievance in writing to the Deputy Minister of Education within fifteen (15) calendar days of receipt of the decision under Clause 50.11.

- 50.13 Where a grievance has been filed with the Deputy Minister of Education, the decision of the Deputy Minister shall be transmitted in writing to the aggrieved teacher or group of teachers within ten (10) calendar days after receipt of the grievance under Clause 50.12. In all grievances, the Deputy Minister shall forward a copy of the reply to the Association.
- 50.14 If the decision of the Deputy Minister of Education does not result in settlement of the grievance, the aggrieved teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with Article 51.
- 50.15 Where a teacher or group of teachers allege that they are being discriminated against by application or interpretation of a School Board regulation or by-law, the teacher(s) shall have recourse to the grievance procedure.
- 50.16 No grievance proceedings will be invalidated by reason only of a technical error under Clauses 50.03 and 50.09.
- 50.17 Notwithstanding the provisions of this Article, a teacher may present a personal complaint to the School Board at any time.
- 50.18 If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to be abandoned and cannot be re-opened.
- 50.19 The parties may mutually agree to extend the time limits specified herein.
- 50.20 Failure to give a decision within the time periods specified by any person required to give a decision shall have the same effect as a decision which does not result in a settlement of the grievance.
- 50.21 Where the Employer has a grievance against the Association or the Association has a grievance against the Employer, the parties shall meet within ten (10) calendar days of the occurrence or discovery of the matter giving rise to the grievance and attempt to settle the grievance. If the grievance is not settled as a result of this meeting, either the Employer or the Association, as the case may be, shall have the right to refer the grievance to arbitration in accordance with Article 51.
- 50.22 Where it is necessary to hold a grievance meeting during regular working hours, a teacher shall not suffer any loss of pay while participating in, or travelling to attend such meetings.

## **ARTICLE 51 - ARBITRATION**

- 51.01 Where a grievance has not been satisfactorily resolved under the grievance procedure, or where there is a dispute as to whether a matter is arbitrable:
- (a) the teacher with the written consent of the Association; or
  - (b) in the case of a grievance arising in accordance with Clause 50.21, the Association or the Employer, as the case may be, may, within seven (7) days after exhausting the grievance procedure, notify the other party in writing of the desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving notice. The grievance procedure is deemed to be exhausted when either an unsatisfactory reply has been received by the grieving party or the limit for a reply has expired.
- 51.02 The party to whom notice is given under Clause 51.01 shall, within seven (7) days after receipt of such notice, advise the other party of the name of its arbitrator.
- 51.03 The two (2) arbitrators appointed in accordance with Clause 51.02 shall, within ten (10) days after the appointment of the second of them, appoint a third arbitrator who shall be Chairperson of the Arbitration Board.
- 51.04 If the party fails to appoint an arbitrator as required within the time limit specified, or should the nominees of both parties fail to agree on a Chairperson, either party may request the Minister of Employment and Labour Relations to appoint an arbitrator or Chairperson to the Board as required.
- 51.05 The parties to a grievance shall be afforded the opportunity of presenting evidence and arguments thereon and may employ counsel or any other person for this purpose.

- 51.06 If a party fails to attend or to be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party had been present or represented.
- 51.07 The Arbitration Board shall render its decision on the grievance within fifteen (15) days of the date on which the Board was fully constituted, and the decision of the Board shall be submitted in writing to the parties concerned within a further ten (10) days.
- 51.08 The decision of a majority of the members of the Board of Arbitration shall be the decision of that Board and if there is no majority, the decision of the Chairperson shall govern.
- 51.09 The parties bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decision of an Arbitration Board appointed in accordance with these provisions and do, or abstain from doing, anything required by that decision.
- 51.10 Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.
- 51.11 The time limit set out in this Article may be extended in writing at any time by mutual agreement.
- 51.12 A Board of Arbitration appointed under this Agreement shall not have any power to alter or change in any way the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give decision inconsistent with the terms and provisions of this Agreement. In cases involving discipline and loss of remuneration, benefits or privileges, the Arbitration Board shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of the benefit or privilege, or to affirm the taking away of such benefit or privilege as the Board may determine to be appropriate.
- 51.13 A teacher, who is not under suspension and who has not been dismissed, and who is required to appear before an Arbitration Board shall not suffer any loss in pay while participating in arbitration proceedings.

## **ARTICLE 52 - SUCCESSOR RIGHTS**

- 52.01 In the event that a School Board absorbs another School Board or part of another School Board, or two School Boards join to form one School Board, the teachers so affected will, subject to Article 47, continue employment in the same position with the successor Board, without loss of rights and accrued benefits.
- 52.02 Without limiting the generality of Clause 45.01:
- (a) Notwithstanding Article 41, tenured teachers moving to the succeeding Board will retain tenure.
  - (b) Notwithstanding Article 41, teachers in the first year of a two (2) year probationary period who move to the succeeding Board shall be deemed to be in their second year of probation. Probationary teachers who have successfully completed the final year of probation and who move to the succeeding Board shall have tenure.
  - (c) Notwithstanding Clause 1.01(I), all teachers moving to the succeeding Board shall, for seniority purposes, retain their years of service which they had to their credit with the previous Board.

## **ARTICLE 53 - DISTRIBUTION OF WORK**

- 53.01 This Agreement recognizes the classifications which include, but shall not be limited to:
- (i) principal;
  - (ii) vice-principal;
  - (iii) program specialist;
  - (iv) department head;
  - (v) guidance counsellor;
  - (vi) other teachers allocated under the teachers' salary regulations;
  - ★(vii) teaching and learning assistant



- 53.02 During the term of this Agreement, neither Government nor any School Board shall eliminate existing classifications covered by this Agreement.
- 53.03 Where a new classification covered by this Collective Agreement is created during its term, the NLTA shall be consulted on the manner of inclusion of such classification.

#### **ARTICLE 54 - POSITION SHARING**

- 54.01 Position sharing denotes an arrangement whereby two (2) teachers share the duties and responsibilities of one (1) teaching position.
- 54.02 Any full-time tenured teacher in the employ of the School Board may apply to participate in a position sharing arrangement for a period of one (1) year.
- 54.03 Written application must be made to the School Board on or before April 1 of the school year prior to the school year in which the position sharing is to occur.
- 54.04 Teachers whose applications for position sharing are approved by the School Board shall return to their full-time position at the expiry of the school year for which the sharing arrangement has been established unless:
- (i) the parties involved agreed that it continue, or
  - (ii) the full-time teacher retires, is declared redundant, or has his/her contract terminated in accordance with Article 48.
- 54.05 Teachers who have been declared redundant, and who are unable to be reassigned in accordance with Article 47, shall have preference, subject to capability, to shared positions made possible by approved applications of full-time tenured teachers.
- 54.06 Teachers hired to share a position with a full-time tenured teacher shall be employed on a term contract.
- 54.07 (a) Each teacher applying for a position sharing arrangement shall agree to teach a specified portion of a full-time position. The sum of the portions of a full-time position occupied by each teacher involved in such an arrangement, shall not exceed 100% of a full-time position.
- (b) The applicable annual salary of each sharing teacher shall be prorated according to the portion of the full-time position each occupies.
- 54.08 Benefits provided under Clause 26.02 and Clause 26.03 shall be pro-rated for teachers engaged in position sharing.
- 54.09 The local differential shall be pro-rated for teachers engaged in position sharing.

#### **ARTICLE 55 - EMPLOYEE ASSISTANCE PROGRAM**

- 55.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Association agree to co-operate in encouraging employees affected with alcohol, drug and other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation. The Employee Assistance Program ratified by the Newfoundland and Labrador Teachers' Association, the Newfoundland and Labrador School Boards Association and the Department of Education dated December 6, 1986, shall continue to operate to meet the joint objective described above. Any changes to the program must have the approval of the above parties.
- 55.02 Government will fund the salary and appropriate administrative costs of two (2) Employee Assistance Program Coordinators.

#### **ARTICLE 56 - ALLOWANCES**

- 56.01 The allowances for principals and vice-principals, program specialists, department heads, guidance counsellors, educational psychologists, specialist teachers under Clause 56.07(a) and sole charge teachers shall be based on the formulae outlined in Schedule A.



- 56.02 The allowance provided for every department head shall only be paid if:
- (a) the department in respect of which the teacher has been designated head is a department
    - ★(i) in which all the teachers therein are engaged in teaching in the educational fields of English, Mathematics, Social Studies and Religious Education, a second language, or Science; and
    - (ii) in which more than sixty (60) hours per week of instruction in Grades 7 to 12 are provided for in any of the subjects listed in the above Clause (i); and
  - (b) the teacher is engaged for not less than eighty percent (80%) of that teacher's assigned teaching time in the educational field of the department in respect of which the teacher is the designated head and holds a Bachelor's degree with a major or minor in that field.
  - ★(c) the teacher designated as the department head for student support services is in a school with an enrollment that exceeds two hundred and forty-nine (249) students as of September 30, and
    - (i) the teacher is engaged for not less than eighty percent (80%) of his or her assigned teaching time as an instructional resource teacher; and
    - (ii) the teacher holds a bachelor's degree in special education or equivalent as determined by the Board.
- 56.03 Allowances provided to guidance counsellors shall be based on the number of classrooms in the school to which the guidance counsellor is assigned together with one (1) classroom for every one hundred (100) pupils in the assigned school and all other schools for which the guidance counsellor has direct responsibility.
- 56.04 (a) An allowance paid to a principal, vice-principal, program specialist, educational psychologist or guidance counsellor shall be calculated on the enrolment for the current school year, except where it is to the advantage of such teacher to use the previous year's enrolment; in which case, if any decrease in enrolment is the result of natural causes and not administrative changes such allowance may be calculated on the enrolment for the previous year as reported in part one of the Annual General Return.
- (b) An allowance paid to a department head shall be calculated on the basis of conditions which apply for the current school year, except where it is to the advantage of the department head to utilize the conditions which applied in the previous school year.
- 56.05 (a) Subject to 56.05(b), in the event that the principal is absent from the school for one (1) full teaching day, and where there is no vice-principal, a teacher on staff shall be designated as acting principal and shall, for such period of less than four (4) consecutive days, receive a per diem allowance at the rate of 1/390 principal's allowance. Payment will be made at the end of the school year.
- (b) In the event that the principal is absent from the school for four (4) or more consecutive days, the vice-principal (or in a school where there is no vice-principal, a teacher on staff) shall be designated as acting principal and shall receive a per diem allowance at the rate of 1/195 principal's allowance.
- (c) In the event that the vice-principal is absent from the school, or acting as principal for a period of four (4) or more consecutive days, a teacher on staff shall be designated acting vice-principal and shall receive a per diem allowance at the rate of 1/195 vice-principal's allowance.
- (d) A teacher who is principal of a school with fewer than 36 students and is responsible for one (1) or more teachers shall receive a principal's allowance in accordance with Schedule A.
- 56.06 (a) A program specialist who is a part-time teacher shall be paid a bonus in accordance with the proportion of time devoted to the coordination of the subject area.
- (b) A guidance counsellor who is a part-time teacher shall be paid a bonus in accordance with Schedule F of this Agreement.

- (c) An educational psychologist who is a part-time teacher shall be paid an allowance in accordance with Schedule F of this Agreement.
- 56.07
- (a) Allowances may be provided to specialist teachers in the areas of Home Economics, Music, Industrial Arts, and Fine Arts or other areas approved by the Teacher's Certification Committee, where such teachers have completed a program of study consisting of at least one (1) year in that specialist area, and where such work has not been credited for certification purposes, if the major portion of their teaching time is spent in the area of their specialty. In any event, no such allowance shall be paid once a teacher has attained a level VII teaching certificate.
  - (b) Teachers in receipt of allowances prior to the signing of this Agreement, and who continue to meet the conditions outlined in Clause 56.07(a), will not have their allowances discontinued.
  - (c) Teachers in receipt of allowances prior to the signing of this Agreement who already had a level VII teaching certificate will not have their allowances discontinued unless a change in teaching assignment disqualifies them under Clause 56.07(a)

## **ARTICLE 57 - DEFERRED SALARY LEAVE PLAN**

### 57.01 Eligibility

Any teacher having tenure with a School Board is eligible to participate in the plan.

### 57.02 Application

- (a) A teacher must make written application to the School Board Director on or before April 30 requesting permission to participate in the plan.
- (b) Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by June 15 in the school year the original request is made.
- (c) Approval of individual requests to participate in the plan shall rest solely with the School Board.
- (d) In the event that a teacher while on Deferred Salary Leave enters into employment with another School Board, there shall be no duplication of benefits, as outlined in Clause 57.04 (b) accruing to the teacher as a result of that employment.

### 57.03 Payment Formula and Leave of Absence

The payment of salary, fringe benefits and the timing of one year leave of absence shall be as follows:

- (a) (i) During each school year in which the teacher has participated in the plan prior to the one year leave of absence, up to a maximum of four (4) such school years (depending upon whether the teacher selects the three, four or five year option) the teacher will receive two-thirds (2/3), three-quarters (3/4) or four-fifths (4/5) of his/her annual salary consisting of his/her proper grid salary and applicable allowances. The remaining one-third (1/3), one-quarter (1/4) or one-fifth (1/5) of the annual salary will be accumulated and retained by the Employer, which amount, with interest earned thereon, shall be paid to the teacher during the year of leave.
- (ii) The monies retained by the Employer in accordance with Clause 57.03(a)(i) together with all monies retained by the Employer for other teachers who are participating in the plan shall be deposited in an account with the Newfoundland and Labrador Credit Union, any Canadian chartered bank, or any trust company authorized to do business in the province of Newfoundland and Labrador. The interest so earned on monies retained by the Employer in accordance with Clause 57.03(a)(i) on behalf of the participating teacher shall augment such monies.

Each year a Deferred Salary Leave Plan Committee, an equal number of representatives of the Employer and the Association, shall direct the manner in which the monies are to be invested. In making such determination, the Employer, the Association, and the members of

the Committees shall not be liable to any participating teacher for the investments so specified so long as they are authorized by this Clause.

- (iii) The Committees shall make an annual report to each participating teacher under this plan as to the amount of deferred salary together with interest accrued to date. The annual report shall be made no later than June 30 of any given year under the plan.
- (iv) The Board will bear the administrative expenses of the plan.
- (b) While a teacher is enrolled in the plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received had he/she not been enrolled in the plan.

While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan.

- (c) The leave of absence may be taken in accordance with the Memorandum of Agreement between the teacher and the School Board.

57.04

#### Terms of Reference

- (a)
  - (i) Subject to Articles 47 and 17, on return from leave, a teacher shall be given the same position or comparable position in the same school, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.
  - ★(ii) Notwithstanding Clause 57.04(a)(i), on return from leave, a teacher employed in a teaching and learning assistant position shall only return to a teaching and learning assistant position.
- (b) Leave under this plan shall be credited as teaching experience for purposes of (i) seniority, (ii) sick leave, (iii) increment, (iv) pension, (v) severance pay.
- (c) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the board may defer the year of leave. In this instance, a teacher may choose to remain in the plan or may withdraw and receive any monies and interest accumulated to date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
- (d) Teachers who have their contracts terminated in accordance with Article 48 or who are laid off in accordance with Article 47 will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned, repayment shall be made within sixty (60) days of withdrawal from the plan.
- (e)
  - (i) For those teachers who enrolled in the plan following the signing date of this Agreement, pension premiums shall be paid on the salary the teacher would have received had the teacher not entered the plan or gone on leave. These payments will be made during each year of enrolment including the year of leave and will be the normal contribution rate as required under the *Newfoundland Teachers' Pension Act*. The teacher shall receive pension credits for each year including the year of leave and where applicable the payment of pension benefits shall be based upon the salary the teacher would have received had the teacher not been enrolled in the plan.
  - (ii) Notwithstanding (i) above, for those teachers who enrolled in the plan prior to the signing date of this Agreement, the teacher shall continue to pay pension premiums based upon the option previously selected. Those teachers shall receive pension credits for each year enrolled on the plan, including the year of leave. Where applicable, the payment of pension benefits shall be based upon the salary the teacher would have received had the teacher not been enrolled in the plan, including the year of leave.
- (f) A teacher may withdraw from the plan any time prior to April 15 of the calendar year in which the leave is to be taken.

- (g) Should a teacher die while participating in the plan, any monies accumulated, plus interest owed at the time of death, will be paid to the teacher's estate.
- (h) All teachers wishing to participate in the plan shall be required to sign a Memorandum of Agreement as prescribed in Schedule D before final approval for participation will be granted.
  - (i) A teacher participating in the plan who is subsequently employed by another School Board, shall make the employing School Board aware of his or her participation in the plan, otherwise the leave shall not be binding on the employing School Board.
  - (j) Notwithstanding the initial arrangements undertaken by the teacher and the employer in accordance with Clause 57.03(a)(i), the teacher shall have the right to postpone the taking of the year of leave, subject to the provisions of the *Income Tax Act* and regulations, by notifying the employer not later than April 15 of the calendar year in which the leave is to be taken.

## **ARTICLE 58 - RELOCATION EXPENSES**

58.01 A teacher who is required by the Employer to relocate from one geographic location to another as a result of a consolidation of School Boards or reassignment due to redundancy shall, on the submission of a certified statement of expenses, be compensated as follows:

- (a) A teacher who sells his/her private dwelling house, in which he/she resides immediately prior to being relocated, shall be reimbursed for real estate agency fees up to a maximum of five percent (5%) of the selling price.
- (b) Reimbursement of reasonable and necessary legal fees encumbered upon the teacher because of the sale of his/her house and the purchase of a new dwelling at his/her place of relocation; and
- (c) Where a teacher is required to relocate from one geographic location to another, he/she shall be reimbursed for the following expenses:
  - (i) carting, packing and unpacking, cartage insurance and transportation of his/her and his/her dependents' personal effects;
  - (ii) hotel accommodations and meals approved in advance by the School Board for a teacher and his/her dependents for a consecutive period not exceeding fourteen (14) calendar days. With respect to claims for meals, a teacher may be reimbursed as follows:
    - (1) meal allowances on relocation to be identical to those allowed on travel; and
    - (2) in the case of a teacher with dependents, the maximum allowances claimable shall be in accordance with those specified in (1) above for each of the teachers, spouse and dependents over 12 years of age, plus one-half (½) this amount for each other dependent.
  - (iii) Claims for items (i) and (ii) of sub-Clause .01 are to be accompanied by receipts or other satisfactory proof of purchase.

58.02 This Article shall apply only where the distance from the teacher's residence to the new school exceeds the distance from the teacher's residence and the old school by more than 40 kilometres, or where the teacher is required to relocate to or from an isolated settlement.

## **ARTICLE 59 - HARASSMENT**

★59.01 The Boards and the Association recognize the right of all teachers to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take reasonable steps to ensure that the harassment stops and that individuals who engage in such behaviour are dealt with appropriately and/or disciplined. The Employer and the Association agree that victims of harassment shall be supported, and protected, where possible, from the repercussions which may result from a complaint.

★59.02 For the purpose of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or a series of incidents, however minor. Both males and females may be victims.

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, and may be based on race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion or Association status.

## **ARTICLE 60 - DISCRIMINATION AND INTIMIDATION**

60.01 Neither the School Board nor any person acting on behalf of the School Board shall refuse to employ or to continue to employ any teacher or otherwise discriminate against any teacher in regard to employment or any term or condition of employment because the teacher is or was a member of the Newfoundland and Labrador Teachers' Association or is or was exercising any right under this Agreement or the *Teachers' Collective Bargaining Act*.

60.02 Neither the School Board nor any person acting on behalf of the School Board shall seek by intimidation, by threat of dismissal, or any other kind of threat, by the imposition of a pecuniary or other penalty or by any other means to compel a teacher to refrain from exercising any right under this Agreement or the *Teachers' Collective Bargaining Act*.

★60.03 The School Board agrees that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion or by reason of their membership in the Association.

60.04 The School Board shall maintain a policy to ensure that the employees have a work environment which is free from sexual harassment.

## **ARTICLE 61 - REDUNDANCY PROVISIONS**

61.01 All teachers who are declared redundant and who are not reassigned in accordance with Article 47 shall be eligible for a redundancy benefit as outlined in the table on page 42.

61.02 If, subsequent to receiving the redundancy benefit, the person is reassigned or attains a teaching position, the teacher shall repay the difference between the benefit received and the amount of benefit equivalent to lost salary as a result of being declared redundant and being without a teaching position.

61.03 A teacher who is in receipt of a redundancy benefit cannot, in addition, be entitled to severance pay in accordance with Article 33.

61.04 (a) Teachers who are employed in the position of program specialist, principal, vice-principal, department head, educational psychologist or guidance counsellor in a continuing contract and who are reassigned, because of redundancy, to a position that does not have an allowance payable in respect thereof, shall have the allowance reduced annually in equal amounts such that the allowance is eliminated by the end of five (5) years. Teachers who are reassigned to a position with a lower allowance shall have the difference between the higher and lower allowance reduced in the same manner.

(b) In accordance with (a), teachers who are within four (4) years of normal retirement age shall have their allowance red-circled until they reach the age of normal retirement. In the event that the teacher elects to continue to teach beyond the normal retirement age, the allowance shall revert to that applicable to that position.

- (c) During the period of phase-out, a teacher who declines an offer of employment in a position comparable to that from which he/she was laid off, shall forfeit the balance of the allowance payable.
- (d) Notwithstanding (a) above, a department head will not be entitled to benefits under this provision if his/her allowance was or would have been eliminated by virtue of the application of Clause 56.02.

61.05 The redundancy provision shall not apply to the local differential component of Schedule A.

61.06 The redundancy provision shall be effective April 30, 1996.

### **REDUNDANCY BENEFIT**

Service	Age < 35	35-39	40-44	45-49	50-54	> 54
< 6 months	4%	8%	12%	16%	20%	24%
> 6 months - < 1 year	8%	12%	16%	20%	24%	28%
> 1 - < 2 years	14%	18%	22%	26%	30%	34%
> 2 - < 4 years	22%	26%	30%	34%	38%	42%
> 4 - < 6 years	30%	34%	38%	42%	46%	50%
> 6 - < 8 years	38%	42%	46%	50%	54%	58%
> 8 - < 10 years	46%	50%	54%	58%	62%	66%
> 10 - < 12 years	54%	58%	62%	66%	70%	74%
> 12 - < 14 years	62%	66%	70%	74%	78%	82%
> 14 - < 16 years	70%	74%	78%	82%	86%	90%
> 16 - < 18 years	78%	82%	86%	90%	94%	98%
> 18 - < 20 years	86%	90%	94%	98%	102%	106%
> 20 - < 22 years	94%	98%	102%	106%	110%	114%
> 22 years or more	102%	108%	112%	116%	120%	124%

### **ARTICLE 62 –SUPERANNUATION OF TEACHERS**


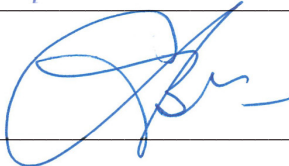
- ★62.01 The Government and the Newfoundland and Labrador Teachers' Association hereby acknowledge and agree that the Teachers' Pension Plan shall be administered by the Teachers' Pension Plan Corporation in accordance with the Teachers' Pension Plan Reform Agreement and the Joint Sponsorship Agreement between the parties, dated June 15, 2015 and March 15, 2016 respectively.

IN WITNESS WHEREOF

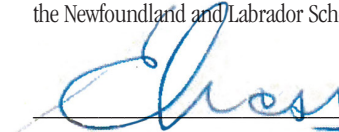
the parties hereto executed this Agreement the day and year first before written.  
Signed on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Tom Osborne, President of Treasury Board, and the Honourable Brian Warr, Minister of Education and Early Childhood Development, in the presence of the witness hereto subscribing:

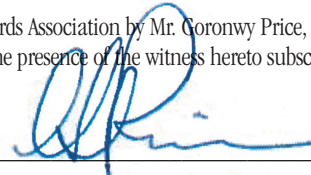
  
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Witness

  
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Witness

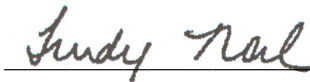
  
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Signed on behalf of the Newfoundland and Labrador School Boards Association by Mr. Coronwy Price, President of the Newfoundland and Labrador School Boards Association, in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
Witness

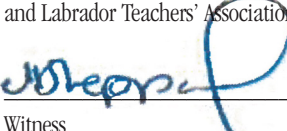
  
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Signed on behalf of the Labrador West Branch of the Newfoundland and Labrador Teachers' Association by its proper officers in the presence of the witness hereto subscribing:

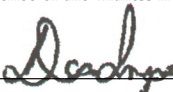
  
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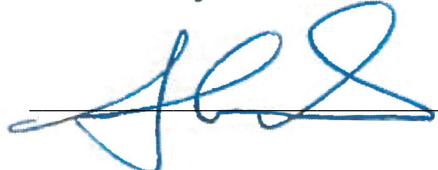
  
\_\_\_\_\_

Signed on behalf of the Newfoundland and Labrador Teachers' Association by Mr. Dean Ingram, President of the Newfoundland and Labrador Teachers' Association and Mr. Steve Brooks, Executive Director of the Newfoundland and Labrador Teachers' Association, its proper officers in the presence of the witness hereto subscribing:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_

  
\_\_\_\_\_

January 30, 2020  
\_\_\_\_\_  
Date

# SCHEDULE A1

Annual Salary Scale, September 1, 2016 - August 31, 2020

	2 1*	3 2	4 3	5 4	6 5	7 6	8 7	9 8	10 9	11 10	12 11
Certificate Level											
I	32434	33834	35233	36628	36628	36628					
	2995	2995	3211	3671	4274	4976					
	35429	36829	38444	40299	40902	41604					
II	37476	39555	41638	43715	45794	45794	45794				
	2995	2995	2995	3226	3548	4278	5074				
	40471	42550	44633	46941	49342	50072	50868				
III	42179	44259	46336	48416	50497	52573	52573	52573			
	3325	3325	3325	3325	3573	4040	4737	5537			
	45504	47584	49661	51741	54070	56613	57310	58110			
IV	47174	49521	51872	54227	56582	58938	61291	61291	61291		
	3325	3325	3325	3325	3325	3571	3988	4692	5493		
	50499	52846	55197	57552	59907	62509	65279	65983	66784		
V	53755	56133	58508	60885	63262	65637	68013	70391	70391	70391	
	3325	3325	3325	3325	3325	3325	3567	3842	4661	5988	
	57080	59458	61833	64210	66587	68962	71580	74233	75052	76379	
VI	61312	63840	66367	68895	71423	73950	76478	79003	81531	81531	81531
	3440	3440	3440	3440	3440	3440	3440	3689	4018	4767	5610
	64752	67280	69807	72335	74863	77390	79918	82692	85549	86298	87141
VII	69335	71882	74427	76968	79512	82056	84598	87144	89687	92234	92234
	3440	3440	3440	3440	3440	3440	3440	3440	3679	3954	4711
	72775	75322	77867	80408	82952	85496	88038	90584	93366	96188	96945

Emergency Supply \$16,674

\* The scale is read in this fashion for all those who commenced teaching in Newfoundland and Labrador on or after September 1, 2002.



## SCHEDULE A2

### Allowances Per Annum

	September 1, 2016 to August 31, 2020
Principals: Basic Allowance	5468.31
Per Classroom: First 15 Thereafter	811.33 743.75
Vice-Principals to receive an allowance equal to one-half ( $\frac{1}{2}$ ) that paid to the principal in eligible schools.	
Program Specialists: for each room up to 12 each of next 12 rooms each of next 12 rooms	711.11 355.61 177.74
Educational Psychologists: for each room up to 12 each of next 12 rooms each of next 12 rooms	439.79 219.94 109.89
Guidance Counsellors: for each room up to 12 each of next 12 rooms each of next 12 rooms	439.79 219.94 109.89
Sole Charge: Number of Grades 1 to 3 4 to 6 7 or more	2969.73 3465.88 4128.69
Specialist Teachers	4398.08
Department Heads	3664.95

- Note: (1) For the purpose of this schedule, a classroom is defined as a unit consisting of 35 students.  
 (2) With respect to the procedure for allocating bonuses and responsibility allowances, present practice shall continue during the term of this Agreement.  
 (3) The existing differential will be added to the allowances for Principals and Vice-Principals.

## SCHEDULE B

Annual Salary Scale for Short -Term Substitution, September 1, 2016 - August 31, 2020

	1	2	3	4	5	6	7	8	9	10	11	12	13
Certificate Level													
I	25274 <u>2695</u> 27969	26567 <u>2695</u> 29262	27488 <u>2695</u> 30183	28770 <u>2695</u> 31465	29488 <u>2911</u> 32399	29928 <u>3371</u> 33299	29928 <u>3974</u> 33902	29928 <u>4676</u> 34604					
II	28415 <u>2695</u> 31110	30522 <u>2695</u> 33217	31982 <u>2695</u> 34677	33461 <u>2695</u> 36156	34604 <u>2695</u> 37299	35413 <u>2926</u> 38339	35944 <u>3284</u> 39228	35944 <u>3978</u> 40718	35944 <u>4774</u> 40718				
III	32420 <u>3025</u> 35445	34508 <u>3025</u> 37533	36102 <u>3025</u> 39127	37203 <u>3025</u> 40228	38646 <u>3025</u> 41671	40111 <u>3025</u> 43136	40937 <u>3273</u> 44210	41546 <u>3740</u> 45286	41546 <u>4437</u> 45983	41546 <u>5237</u> 46783			
IV	36212 <u>3025</u> 39237	38247 <u>3025</u> 41272	40111 <u>3025</u> 43136	41976 <u>3025</u> 45001	43428 <u>3025</u> 46453	44878 <u>3025</u> 47903	46353 <u>3025</u> 49378	47196 <u>3271</u> 50467	47901 <u>3688</u> 51589	47901 <u>4392</u> 52293	47901 <u>5193</u> 53094		
V	41785 <u>3025</u> 44810	43847 <u>3025</u> 46872	45719 <u>3025</u> 48744	47583 <u>3025</u> 50608	49450 <u>3025</u> 52475	50922 <u>3025</u> 53947	52425 <u>3025</u> 55450	53926 <u>3025</u> 56951	54804 <u>3267</u> 58071	55630 <u>3542</u> 59172	55630 <u>4361</u> 59991	55630 <u>5184</u> 60814	
VI	47976 <u>3140</u> 51116	50066 <u>3140</u> 53206	51933 <u>3140</u> 55073	53796 <u>3140</u> 56936	55668 <u>3140</u> 58808	57535 <u>3140</u> 60675	59050 <u>3140</u> 62190	60585 <u>3140</u> 63725	62129 <u>3140</u> 65269	63048 <u>3389</u> 66437	63992 <u>3718</u> 67710	63992 <u>4467</u> 68459	63992 <u>5310</u> 69302
VII	54789 <u>3140</u> 57929	56914 <u>3140</u> 60054	58781 <u>3140</u> 61921	60636 <u>3140</u> 63776	62520 <u>3140</u> 65660	64368 <u>3140</u> 67508	66237 <u>3140</u> 69377	67806 <u>3140</u> 70946	69386 <u>3140</u> 72526	70948 <u>3140</u> 74088	71915 <u>3379</u> 75294	72999 <u>3654</u> 76653	72999 <u>4411</u> 77410

Emergency Supply – \$14,032

**SCHEDULE C**  
**LABRADOR WEST SCHOOL ADMINISTRATORS**  
**LOCAL DIFFERENTIAL FORMULA**

Effective September 1, 1988 and September 1, 1989

The local differential is obtained by subtracting from the total amount obtained in A below the total amount obtained in B.

A.	<b>For Principals</b> <i>(maximum 36 teachers)</i>	<b>First 12 Teachers</b>	<b>Next 12 Teachers</b>	<b>Next 12 Teachers</b>
		\$466.90	\$233.54	\$116.80

The amount for vice-principals to be one-half (½) of that for principals.

Number of Teachers:

- (a) The number of teachers for use in determining the bonuses for principals and vice-principals shall be the actual number of teachers employed by the boards in the respective schools.
- (b) In any event, if a principal's or vice-principal's present bonus exceeds that to which he/she is entitled as per the provisions of this schedule, this bonus shall be frozen at its present level until such time as the above determined bonuses surpass the frozen level.

B.	<b>For Principals</b>	<b>Up to 12 Rooms</b>	<b>Next 12 Rooms</b>	<b>Next 12 Rooms</b>
		\$409.71	\$204.82	\$102.44

The amount for vice-principals to be one-half (½) of that for principals.

Number of Rooms:

A room is defined as a unit consisting of thirty-five (35) students or any fraction thereof.

**SCHEDULE D**  
**MEMORANDUM OF AGREEMENT**  
**RE: DEFERRED SALARY LEAVE**

I have read the terms and conditions of Deferred Salary Leave Plan and hereby agree to enter the Plan under the following terms and conditions:

(1) ENROLMENT DATE:  
I wish to enroll in the Deferred Salary Leave Plan commencing \_\_\_\_\_.

(2) YEAR OF LEAVE:  
I shall take my leave of absence from the \_\_\_\_\_  
School Board from \_\_\_\_\_ to \_\_\_\_\_.

(3) FINANCIAL ARRANGEMENTS:  
The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

- (a) two out of three years \_\_\_\_\_
- (b) three out of four years \_\_\_\_\_
- (c) four out of five years \_\_\_\_\_

_____	_____
Date	Teacher
	_____
	Witness

## **SCHEDULE E**

### **MEMORANDUM OF UNDERSTANDING**

#### **RE: CLASS SIZE AND WORKLOAD**

1. It is agreed that during the term of this Agreement, the employer will not alter conditions as they currently exist for teachers with respect to:
  - (a) the length of the instructional day for students;
  - (b) the hours of classroom instruction for teachers;
  - (c) the length of the work day for teachers;provided, however, that nothing in this Agreement shall be construed to violate Section 28 of the *Schools Act*.
2. Instruction time above includes all scheduled class activities, but does not include recess periods.

**SCHEDULE F**  
**MEMORANDUM OF UNDERSTANDING**  
**RE: PART-TIME GUIDANCE COUNSELLORS AND PART-TIME EDUCATIONAL PSYCHOLOGISTS**

The parties to the collective agreement agree as follows:

- 1. "Allowance" means the allowances payable to guidance counsellors and educational psychologists set out in Schedule A of the collective agreement.
- 2. Effective September 1, 1991, guidance counsellors shall be paid allowances in proportion to the percentage of assigned time spent on guidance counselling in accordance with the following table:

<b>Percentage of Assigned Time Spent Counselling</b>	<b>Percentage of Allowance</b>
Less than 40	No allowance
40 - 55	55
56 - 65	65
66 - 75	75
76 - 100	100

- 3. Assigned time spent on guidance counselling activities shall include both individual and group counselling activities, but shall not include scheduled teaching of credit courses, including guidance counselling courses which are credited for grade placement.
- 4. Effective September 1, 2008 educational psychologists shall be paid allowances in proportion to the percentage of time spent on assigned duties related to educational psychology in accordance with the following table:

<b>Percentage of Assigned Time Spent on Educational Psychology Duties</b>	<b>Percentage of Allowance</b>
Less than 40	No allowance
40 - 55	55
56 - 65	65
66 - 75	75
76 - 100	100

**SCHEDULE G**  
**MEMORANDUM OF UNDERSTANDING**  
**RE: EFFECTIVE DATES**

- 1. Unless otherwise stated in the Agreement, all Clauses are effective as of the date of signing of this Agreement.

★ **SCHEDULE H**

**LABRADOR BENEFITS AGREEMENT**

**ARTICLE 1: SCOPE**

- 1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public & Private Employees, the Registered Nurses' Union Newfoundland and Labrador, the Newfoundland and Labrador Teachers' Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

**ARTICLE 2: DURATION**

- 2.1 This agreement shall be effective from April 1, 2013 and shall remain in full force and effect until March 31, 2016. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

**ARTICLE 3: LABRADOR ALLOWANCE**

- 3.1 Labrador Allowance for employees covered by this agreement shall be paid in accordance with Schedule "A."

<b>LABRADOR ALLOWANCE</b>			
	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	1-Apr-13	2825	5650
	1-Apr-14	2853	5707
	1-Apr-15	2939	5878
<b>GROUP 2</b>	1-Apr-13	3270	6530
	1-Apr-14	3303	6595
	1-Apr-15	3402	6793
<b>GROUP 3</b>	1-Apr-13	3420	6815
	1-Apr-14	3454	6883
	1-Apr-15	3558	7089

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

- 3.2 Labrador Benefits will be paid to employees for periods of maternity leave and/or parental leave.



#### ARTICLE 4: TRAVEL ALLOWANCE

- 4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s). The travel allowance shall be paid out during the pay period following April 15th at the rate in effect on April 15th of the year in which the allowance is to be paid.

TRAVEL ALLOWANCE			
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	1-Apr-13	875	675
	1-Apr-14	884	682
	1-Apr-15	911	702
GROUP 2	1-Apr-13	925	725
	1-Apr-14	934	732
	1-Apr-15	962	754
GROUP 3	1-Apr-13	975	775
	1-Apr-14	985	783
	1-Apr-15	1015	806

- 4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents at March 31st of each year.
- (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (i) Maternity Leave/Parental Leave/Adoption Leave
  - (ii) Injury-on-Duty/Worker's Compensation Leave
  - (iii) Paid Leaves
  - (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
- (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. E.g. Members of the RNCA would continue to receive the employee travel benefit under their collective

agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

**ARTICLE 5: LEAVE**

- 5.1 Employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been an interruption to a transportation service occurring at the last departure point directly to Labrador.

**ARTICLE 6: EXISTING GREATER BENEFITS**

- 6.1 No provision of this agreement shall have the effect of reducing any benefit for any employee which exists in each applicable employee group collective agreement outlined in Article 1.

**ARTICLE 7: DEFINITIONS**

- 7.1 Dependent – for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution or any child that remains in the direct care of the parent in the same household because the dependent is medically verified as disabled and under twenty-four (24) years of age.
- 7.2 Spouse – for the purpose of this agreement, spouse means an employee’s husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one (1) year.

**SCHEDULE A**  
**COMMUNITY GROUPING**

The employee’s community grouping shall be determined by the location of his/her headquarters.

<b>GROUP 1</b>	<b>GROUP 2</b>	<b>GROUP 3</b>
Happy Valley/Goose Bay	Red Bay	Rigolet
North West River	L'Anse au Loup	William's Harbour
Sheshatshiu	L'Anse au Clair	Norman's Bay
Wabush	Forteau	Black Tickle
Labrador City	Pinware	Pinsent's Arm
Churchill Falls	West St. Modest	Makkovik
	Mud Lake	Postville
	Cartwright	Hopedale
	Mary's Harbour	Davis Inlet/Natuashish
	Port Hope Simpson	Nain
	St. Lewis	
	Charlottetown	
	Lodge Bay	
	Paradise River	

## MEMORANDUM OF UNDERSTANDING

### RE: NURSES COMMITTEE

The parties acknowledge that the Registered Nurses' Union Newfoundland and Labrador (RNUNL) have indicated that they have issues of concern unique to Nurses who live and work in Labrador and that the RNUNL will attempt to address these concerns through a committee which will be established subsequent to these negotiations.

## MEMORANDUM OF UNDERSTANDING

### RE: LABRADOR BENEFITS AGREEMENT - INTERPRETATION

In an effort to clarify the interpretation of certain items contained in the Labrador Benefits Agreement the parties agree to the following:

- 1) Article 4.2(b) refers to employees who terminate employment, (i.e. are not on layoff status and do not have recall rights). These employees have their Travel Allowance paid out based on the hours worked in the current year and it shall be paid out at the rate in effect on the date employment is terminated.
- 2) For the purposes of Article 4.4 it is agreed that an employee may refuse to claim the employee benefit if it is to their benefit to have their spouse claim them as a dependant. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 3) Notwithstanding Schedule A, the following employee shall be entitled, on a without prejudice basis, to the rates applicable to Mud Lake as long as they remain within the employ of their current Employer and continue to permanently reside in Mud Lake:

Vyann Kerby, Health Labrador Corporation

This agreement is effective from April 1, 2013 and shall expire upon the renewal of the Labrador Benefits Agreement expiring March 31, 2016.

- 4) For the purposes of clarification and in accordance with Article 3.1 (Labrador Allowance), Article 4.1 (Travel Allowance) and Article 9.1 (Definitions), benefits are applicable for the fiscal year (April 1 to March 31) in which a dependent reaches 18 years of age or 24 years of age, if the dependent is in full time attendance at a school or post-secondary institution. Full time attendance shall be determined by the educational institution in which a dependent is registered.

For example:

If a dependent reaches 18 years of age on January 1, 2011 and is no longer enrolled as a full time student in a post-secondary institution, they would be eligible for the travel benefit payable April 15, 2011.



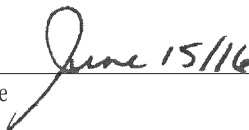
Bert Blundon  
On behalf of the Unions



Sarah Anthony  
On Behalf of the Employers

Date

Date



**April 1, 2013**

Mr. Don Ash  
Executive Director  
Newfoundland and Labrador  
Teachers' Association  
3 Kenmount Road  
St. John's, NL A1B 1W1

Dear Mr. Ash:

This letter is to confirm that for teachers in Labrador, the payment of the travel allowance provided under Article 4 - Travel Allowance, of the Joint Agreement on Labrador Benefits shall be calculated for the school year, September to June, but shall be paid in accordance with the provisions of Article 4 of the Joint Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read 'Sarah Anthony', with a long horizontal flourish extending to the right.

Sarah Anthony  
Chief Negotiator  
Collective Bargaining Division

Original letter dated December 20, 1999

## **SCHEDULE I**

### **MEMORANDUM OF UNDERSTANDING RE INJURY ON DUTY**

The following are the Articles referenced in Clause 34.01:

- 34.01 Subject to Clauses 34.02 and 34.03, a teacher who is unable to perform duties because of personal injury received in the performance of those duties shall be placed on special leave with normal net pay.
- 34.02 Such leave shall not be granted where it has been determined by the Minister that the injury received was due to the teacher's serious and willful misconduct.
- 34.03 In the event that a teacher becomes:
- (i) permanently disabled; or
  - (ii) incurs a recurring disability
- as a result of an injury received in the line of duty which is determined not to have been caused by the teacher's serious or willful misconduct, the case shall be submitted to the Minister for determination of the benefits which may be due the teacher. In any case the benefits shall not be less than those due had the teacher been covered under Workers' Compensation.
- 34.04 In the event that a teacher dies as a result of an injury received in the performance of duty, the estate shall receive all death benefits that the teacher would receive if that teacher had been covered by the *Workplace Health, Safety and Compensation Act* in addition to any eligible benefits under the *Teachers' Pensions Act*.
- 34.05 Subject to Clause 34.03, Injury on Duty leave with normal net income will cease when the teacher returns to full-time employment as a teacher.

**SCHEDULE J**  
**GOVERNMENT OF NEWFOUNDLAND & LABRADOR**  
**NEWFOUNDLAND AND LABRADOR TEACHERS' ASSOCIATION**  
**ANNUAL PREMIUM RATE SETTING PROCESS**

Each year, both Government and NLTA will use this Premium Rate Setting Process to determine the required premium rates under their Group Insurance programs. For the Government program, this process will be used to calculate the contribution rate to the NLTA program, subject to Clause 8 below. For the NLTA program, this process will be used to compare against the Government premium rate for determining Government's contribution, subject to Clause 8 below. In both cases the rates are exclusive of all surplus, deficit or other cash adjustments.

The Basis of this Premium Rate Setting Process follows:

1. The Accidental Death and Dismemberment rate is determined by the insurers and the rate is negotiated with the Insurer and accepted by each plan sponsor.
2. The Basic and Dependent Life rates will be the rates determined by the rate setting mechanism for each of the NLTA and Government plans as outlined below:

	<b>5 Year Experience Rating</b>		
1	Projected Annual Premium	\$	
2	Adjusted Premium (5 years)	\$	
3	Paid Claims (5 Years)	\$	
4	Demographic Factor	%	
5	Total Projected Claims	(3 X 4)	
6	Claim Ratio	5 / 2	
7	Projected Annual Claims	1 X 6	
8	Retention Charges	\$	
9	Required Premium	7 + 8	
10	Projected Premium	1	
11	Required Rate Action	9 / 1	

Note: For purposes of this calculation, under the Government plan, paid claims are reduced by any post age 65 life claims.

3. The health premium rates will be determined by the rate setting mechanism for each of the NLTA and Government plans as outlined below.

<b>Health Premium Rate Setting Formula</b>			
1	Projected Annual Premium	\$	
2	Paid Claims from Previous Period	\$	
3	Claims Adjustments	\$	
4	IBNR Adjustment	\$	
5	Total Paid Claims	(2 + 3 + 4)	
6	Trend/Inflationary Factor	%	
7	Amendment Factor	\$	
8	Total Projected Paid Claims	(5 + 7)X6	
9	Retention Charges	\$	
10	Total Projected Claims & Retention	(8 + 9)	
11	Projected Loss Ratio	10 / 1	
12	Rate Action Required	11 - 100	

### **Process**

4. Upon receipt of the renewal information from the insurer, confirmation of the financial information, review of all claims and trend information, Government and the NLTA will submit the foregoing information to an agreed upon group insurance consultant for the purpose of producing a premium rate adjustment schedule as noted in numbers 2 and 3 above.
5. The group insurance consultant will:
  - Request and liaise with the plan sponsors and the insurers to ensure the necessary information is received in a timely fashion.
  - Review and confirm the reasonableness of any assumptions made.
  - Review and confirm that the information contained in the information pertaining to each plan is correct and reasonable.
  - Prepare a brief summary to each of the parties outlining the premium rates calculated using this premium rate setting process, including a summary of all calculations, indications that all documents have been reviewed and confirmation that the premium rates have been calculated using the agreed upon process.
  - Meet with both plan sponsors, if necessary, to address any issue that may arise.
6. Each party shall be responsible for expenses associated with the provision of its plan renewal information from the insurer, confirmation of the financial information, review of all claims and trend information, to the group insurance consultant. The parties shall pay equally the expenses and remuneration of the group insurance consultant.
7. Once the rate has been determined using the prescribed calculation and using the required supporting documentation, the rates calculated using this method will be used to determine the Government contribution to the NLTA plan.
8. The Government contribution to the NLTA required premium rate will be 50% of the lowest premium rate obtained for each Group Insurance plan option (identified in Items 1, 2, and 3 above) as determined by the calculation contained in Item 4. For example where the Government required premium rate for Basic Health is greater than the NLTA required premium rate for Basic Health, Government will contribute 50% of the NLTA required premium rate. Conversely, where the Government required premium rate is less than the NLTA

required premium rate, Government will contribute 50% of the Government required premium rate. Under no circumstances will the Government contribution to the NLTA exceed 50% of the NLTA rate calculated under this schedule.

9. Inflation/Trend factors will be negotiated and agreed to with each Insurer independently by Government and NLTA. As both plans are insured, the Insurer(s) will have a vested interest in ensuring that the appropriate/ reasonable factor is used.
10. After these premium rates have been calculated, both Government and NLTA have the option of using any surplus funds they have available to offset the respective rates in their own plans.
11. The components of the premium rate setting mechanism are as follows:
  - Projected Annual Premium – Projection of premium derived solely from the monthly premium rates and number of employees covered under the program. The rates and volumes are those in force in the most recent month available for the premium rate setting.
  - Paid Claims – Total Cash Claims paid through the period.
  - IBNR Adjustment – Any adjustment to the Incurred But Not Reported Reserve.
  - Inflation/Trend Factor – The negotiated inflation/trend factor agreed to by the insurer and the plan sponsor.
  - Amendment Factor – Estimated claims adjustment due to a benefit level change.
  - Claim Adjustments – Credits or charges for items such as non-recurring claims.
  - Retention Charges – Projected Charges outlined in the underwriting agreement between the insurer and Government including General administration, claims administration and processing, Risk Charges, Premium Tax, out of scope expenses (i.e.: mail outs, Amendments), Consulting fees and Pooling Charges.
  - Projected annual premium is reduced by any third party administration fees, however these fees are added to the total rate to determine the final contribution rate.
  - Paid claims exclude all new ex gratia claims.
  - The demographic factor refers to the insurers adjustment for the change in the composition of the insured group, in terms of age, sex, etc.

## **SCHEDULE K**

### **MEMORANDUM OR UNDERSTAND RE TEACHING AND LEARNING ASSISTANTS**

1. It is understood and agreed by the parties that the scope of practice of Teaching and Learning Assistants does not enable them to fulfill the responsibilities for which a teaching Certificate IV or higher is required. As such, the parties agree that responsibilities requiring a Certificate IV or higher cannot be carried out by Teaching and Learning Assistants.
2. It is understood and agreed by the parties that teachers holding Certificate IV or higher are eligible for Teaching and Learning Assistant positions. It is also understood and agreed that a teacher who is working on a full-time basis as a Teaching and Learning Assistant will not be eligible for substitute, term and replacement teaching positions during the term of their contract. It is further understood and agreed by the parties that a teacher who is contracted for a substitute, term or replacement Teaching and Learning Assistant position shall not be eligible for a substitute, term or replacement teaching position during the term of the paid substitute, term and replacement contract periods.
3. It is understood and agreed by the parties that all Articles, Clauses, Letters, Schedules, Memorandums of Agreement, and interpretations of this Collective Agreement shall apply to teachers employed in Teaching and Learning Assistant positions unless otherwise specifically exempted, amended or clarified herein as follows:
  - (a) unless otherwise specifically exempted, amended or clarified herein, the use of the terms “teacher” or “teachers” in the Agreement includes teachers employed in Teaching and Learning Assistant positions;
  - (b) the following provisions of this Collective Agreement are not applicable to teachers in teaching and learning assistant positions: Clauses 17.01, 33.04, 41.02, 41.03, 41.04, 41.05, 41.07, 42.05, 42.07(a) - (d), 42.10, 47.02, 47.04, 47.08, 47.11(a), and 47.14; Article 31.



## LETTER # 1 - ATTENDANCE AT MEETINGS

January 30, 2020

Mr. Dean Ingram  
President  
Newfoundland and Labrador Teachers' Association  
3 Kenmount Road  
St. John's, NL  
A1B 1W1

Reference: Attendance at Meetings

Dear Mr. Ingram:

The Employers agree that when meetings of committees established under this Collective Agreement are arranged through mutual agreement of the parties, that teacher representatives on these committees shall be granted paid leave to attend such meetings, upon the provision of adequate notice and unless the granting of such leave unduly disrupts school operations.

It is further agreed that the leave would include time for travel to and from such meetings.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran", is written over a thin horizontal line.

Lisa Curran  
Chief Negotiator  
School Board Committee

## ★ LETTER # 2 - PENSIONABLE SERVICE DURING A LEGAL WORK STOPPAGE

January 30, 2020

Mr. Dean Ingram  
President  
Newfoundland and Labrador Teachers' Association  
3 Kenmount Road  
St. John's, NL  
A1B 1W1

Reference: Pensions

Dear Mr. Ingram:

In any case where pensionable service is lost due to a legal work stoppage, regulations will be passed to allow a teacher so affected to purchase an amount of pensionable service equal to the amount so lost. Such service shall be purchased at twice the normal contribution rates at the salary in effect at the time of the work stoppage and within three months of the termination of the work stoppage.

Where the loss of salary during a work stoppage would normally affect a teacher's pensionable salary, the teacher's pensionable salary shall be calculated as if there were no loss of salary.

This policy will be effective from September 1, 1985.

Further, effective January 30, 2020, it is agreed that all teachers who have lost pensionable service due to a past legal work stoppage will be allowed an opportunity to purchase an amount of pensionable service equal to the amount so lost. Such service shall be purchased in accordance with the provisions of this letter and not later than April 30, 2020.

Yours truly,



Lisa Curran  
Chief Negotiator  
School Board Committee

## LETTER # 3 - EMERGENCY SUPPLY

January 30, 2020

Mr. Steve Brooks  
Executive Director  
Newfoundland and Labrador Teachers' Association  
3 Kenmount Road  
St. John's, NL  
A1B 1W1

Dear Mr. Brooks:

I wish to confirm to you the procedure which the Department will follow in the granting of permission for School Boards to use uncertified teachers by way of emergency supply when fully qualified teachers are not available.

These are as follows:

- (1) When general approval is sought and given for Boards to use emergency supply teachers as substitutes, our letter of approval to the Boards will contain clear instructions as to the manner in which the authority may be actioned. Specifically, we will make sure that Boards clearly understand that they must in each hiring situation ensure that a certified teacher capable of fulfilling the job function is not available for employment before they enter into a contractual arrangement with an emergency supply teacher.
- (2) The Department will forward copies of requests for emergency supply teachers to the Newfoundland and Labrador Teachers' Association.

Yours truly,



Robert Gardiner  
Deputy Minister  
Department of Education and Early Childhood Development

## **LETTER #4 - INTERPRETATION OF ARTICLES 44 AND 47**

### **MEMORANDUM**

TO: ALL BOARD CHAIRPERSONS

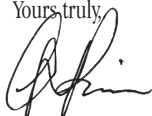
RE: IN TERPRETATION OF ARTICLES 44 AND 47 OF THE LABRADOR WEST COLLECTIVE AGREEMENT

FROM: Goronwy Price, PRESIDENT, NLSBA

DATE: January 30, 2020

It has come to my attention that there may be some confusion regarding the interpretation placed on the above referred Articles. In situations where redundancies occur, it is my interpretation that Article 47 – Layoffs, should be used to effect any reassignments. Article 44 – Transfer of Teachers, should be utilized in other situations where transfers are required.

Yours truly,

A handwritten signature in black ink, appearing to read 'G. Price', written over the words 'Yours truly,'.

Goronwy Price  
President, NLSBA

cc: District Directors

## ★LETTER #5 - LENGTH OF PRIMARY DAY

January 30, 2020

Goronwy Price  
President  
Newfoundland and Labrador  
School Boards Association  
40 Strawberry Marsh Road  
St. John's, NL  
A1B 2V5

Dear Mr. Price:

It is understood and agreed by the parties that, notwithstanding Schedule E, School Boards may increase the hours of instruction for students in Grades 1-3 to a maximum of five (5) hours each school day commencing September 2002, provided as follows:

All School Boards agree that, effective September 1, 2002, the length of the instructional day for all students in Kindergarten and Grades 1 - 3 in all schools in the province shall be established at a maximum of five (5) hours calculated in accordance with Schedule E, item #2 (p. 49) of this Agreement; that is, all scheduled class activities, excluding recess periods, shall be included in the calculation.

Sincerely yours,



Steve Brooks  
Executive Director  
Newfoundland and Labrador Teachers' Association

## **LETTER #6 - LETTER OF UNDERSTANDING RE: MARKET ADJUSTMENT**

January 30, 2020

Ms. Miriam Sheppard  
Chief Negotiator  
Newfoundland and Labrador Teachers' Association  
3 Kenmount Road  
St. John's, NL  
A1B 1W1

Dear Ms. Sheppard:

This will confirm our understanding reached during negotiations whereby if the Employer determines that it is unable to recruit/retain teachers in specific positions at a particular geographic site, the Employer may provide benefits to teachers beyond those outlined in the Collective Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran", is written over a thin horizontal line.

Lisa Curran  
Chief Negotiator  
School Board Committee

★ **LETTER #7 - MOVEMENT OF SPEECH LANGUAGE PATHOLOGISTS AND  
EDUCATIONAL PSYCHOLOGISTS**

January 30, 2020

Miriam Sheppard  
Chief Negotiator  
Newfoundland and Labrador Teachers' Association  
3 Kenmount Road  
St. John's, NL  
A1B 1W1

Dear Ms. Sheppard:

The parties agree that permanent employees employed in a permanent position allocated for the 2019/2020 school year in the classification of Speech Language Pathologists or Educational Psychologists will continue to be covered by this Collective Agreement, as long as they remain in the permanent position.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran", is written over a light blue horizontal line. The signature is fluid and cursive.

Lisa Curran  
Chief Negotiator  
School Board Committee

★ **LETTER #8 - LETTER OF UNDERSTANDING RE: EMPLOYER COST SHARING FOR POST EMPLOYMENT NLTA GROUP INSURANCE PREMIUMS**

January 30, 2020

Miriam Sheppard  
Chief Negotiator  
Newfoundland and Labrador Teachers' Association  
3 Kenmount Road  
St. John's, NL  
A1B 1W1

Dear Ms. Sheppard:

Re: Employer Cost Sharing for Post Employment NLTA Group Insurance Premiums

The parties hereby confirm and acknowledge that:

1. Employees who are hired subsequent to the date of signing of the Collective Agreement ("Newly Hired Employees") shall receive post-employment employer cost sharing of NLTA group insurance premiums in accordance with clause 5 of this Letter of Understanding.
2. Former employees who are rehired subsequent to the date of the signing of the Collective Agreement following resignation, retirement, termination, or layoff and who no longer have recall rights under the Collective Agreement, shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
3. Notwithstanding clause 2 above, former employees with service prior to the date of signing of the Collective Agreement who are hired subsequent to the date of signing of the Collective Agreement by another School Board or the same School Board within one hundred and twenty (120) calendar days of resignation, retirement or termination shall not be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
4. Excepting Newly Hired Employees who receive post-employment employer cost sharing of NLTA group insurance premiums in accordance with clause 5, the Employer's share of the cost of NLTA group insurance premiums for employees shall be based on the lowest required premium rate as determined in accordance with Schedule J of the Collective Agreement.
5. The Employer's share of the cost of post-employment NLTA group insurance premiums for Newly Hired Employees shall be calculated as follows for the purpose of the rate setting process established in Schedule J of the Collective Agreement:

Completed Years of Pensionable Service	Employee Share – Employer Share
5-19 years	85% – 15% of the lowest required premium rate as determined in accordance with Schedule J
20-24 years	70% – 30% of the lowest required premium rate as determined in accordance with Schedule J
25-29 years	55% – 45% of the lowest required premium rate as determined in accordance with Schedule J
30+ years	50% – 50% of the lowest required premium rate as determined in accordance with Schedule J



6. Nothing in this Letter of Understanding shall have the effect of disqualifying an employee's or Newly Hired Employee's eligible survivor(s) from participation in the NLTA Group Insurance Plan, provided however that the Employer's share of the cost of post-employment NLTA group insurance premiums for eligible survivor(s) shall be the same as was the case for the deceased employee or deceased Newly Hired Employee.
7. This Letter of Understanding shall prevail where any term herein conflicts with a provision of the Collective Agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the date of signing of the Collective Agreement.
8. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Curran", is written over a horizontal line.

Lisa Curran  
Chief Negotiator  
School Board Committee

**★ MEMORANDUM OF UNDERSTANDING RE LAYOFFS DURING THE TERM OF THE  
COLLECTIVE AGREEMENT**

The Employer shall not announce any mass layoff of teachers to effect Provincial budgetary expenditure reductions for the duration of this Collective Agreement.

For greater clarity, the parties agree that this Memorandum of Understanding shall have no application whatsoever in respect of layoffs that result from normal business operations, including the annual allocation of teaching units or decisions related to school closures.

## **DISCLAIMER**

It is understood and agreed by the parties to this Agreement that the Treasury Board shall bear no responsibility for the provision of allowances, salary, benefits or other emoluments in excess of those provided for in the Collective Agreement between Her Majesty the Queen in Right of Newfoundland and Labrador as represented by the Treasury Board, the Newfoundland and Labrador School Boards Association, and the Newfoundland and Labrador Teachers' Association, which expires August 31, 2020 and was signed on January 30, 2020.

