

Opening Proposals

# Provincial Contract Negotiations

September 29, 2020

Between



The Newfoundland and Labrador  
Teachers' Association



Newfoundland and Labrador  
School Boards Association



Her Majesty the Queen in Right of  
Newfoundland and Labrador

Note: **Bold** (and/or Underline) print indicates additions  
~~Strikeout print~~ Indicates deletions

## Summary of Opened Articles

(✘ opening proposals included in package)

(✓ party reserves the right to introduce proposals later in negotiations)

Article	Opened by NLTA	Opened by Employer
5	School Board-Teacher Liaison Committee	✘
6	Employment of Teachers	✘
7	Probationary Period and Tenure	✘
8	Notification of Vacancies and Promotion	✘
9	Layoffs	✘
10	Disciplinary Action	✘
11	Teacher Certification	✘
12	Termination of Contracts	✘
14	Evaluation	✘
15	Sick Leave	✘
16	Injury on Duty	✘
17	Maternity/Adoption/Parental Leave	✘
18	Leaves in General	✘
19	Leave Without Pay	✘
20	Educational Leave	✘
21	Salaries	✘
23	Deductions	✘
24	Isolation Allowance	✘
26	Group Insurance	✘
27	Superannuation of Teachers	✘
28	Length of the School Year	✘
29	Workload	✘
30	Class Size	✘
31	Grievance Procedure	✘
32	Arbitration	✓
33	Severance Pay	✘
34	Loss or Damage to Teachers' Personal Property or Equipment	✘
36	Positions of Administrative Responsibility	✘
37	Term Contracts	✘
42	Definitions	✘
43	Duration of Agreement	✓
46	Teacher Exchange and Secondment	✘
47	Administration of Medication and Health Support Procedures	✘
49	Substitute Teachers	✘
50	Allowances	✘
51	Deferred Salary Leave Plan	✘
52	Distribution of Work	✘
53	Relocation Expenses	✘

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54	Position Sharing	✘	
55	Employee Assistance Program	✘	
56	Redundancy Provisions	✘	
58	Harassment	✘	

**Schedules**

<b>B</b>	Substitute Teacher Salary Scales	✘	
<b>C</b>	Annual Salary Scales and Allowances Per Annum	✘	✓
<b>H</b>	Memorandum of Understanding Re Part-Time <del>School Guidance</del> Counsellors and Part-Time <del>School Educational</del> Psychologists	✘	
<b>I</b>	Labrador Benefits Agreement	✘	
<b>L</b>	Government of Newfoundland & Labrador Newfoundland and Labrador Teachers' Association Annual Premium Rate Setting Process		✘
<b>O</b>	<b>Memorandum of Understanding Re Public Health Emergencies and/or Pandemics</b>	✘	

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<b>Letter #2</b>	- Instruction Time	✘	
<b>Letter #3</b>	- Pensionable Service During a Legal Work Stoppage	✘	
<b>Letter #4</b>	- Emergency Supply	✘	
<b>Letter #5</b>	- Interpretation of Articles 9 and 13	✘	
<b>Letter #6</b>	- Length of Primary Day	✘	
<b>Letter #8</b>	- Movement of Speech Language Pathologists and <b>School Educational</b> Psychologists	✘	
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<b>Letter #10</b>	- <b>Pension Plan Savings with CPP Changes</b>		✘

**Opening Proposals**

This document contains the articles of the Collective Agreement which have been opened for negotiations by either the NLTA or the Employer group. Current agreement language is maintained where no proposal is made.

Items which appear in blue are Employer opening proposals. Other changes are those of the NLTA. Statements in **bold** (and/or **underline**) print are additions and those having a line through them are deletions to the current agreement. If any article appears with no changes, it is included only to give context to a portion of a clause that has a proposed change.

## ARTICLE 5: SCHOOL BOARD-TEACHER LIAISON COMMITTEE

- 5.06 (a) Meetings of this Committee pursuant to Clause 5.01(a) ~~shall would normally~~ take place **between the hours of 8:30 a.m. and 3:00 p.m. outside of school hours.**

## ARTICLE 6: EMPLOYMENT OF TEACHERS

- 6.03 (a) (i) The basic criteria for the selection of teachers shall be competence, ~~suitability~~ and qualifications as assessed by the School Board.
- (ii) **In assessing qualifications in accordance with Clause 6.03(a)(i), a teacher shall be deemed to be qualified for a posted position if their qualifications are consistent with those required by the School Board for the subject/area of instruction that makes up at least 60% of the position as posted in accordance with Article 8.**
- 6.04 Where competence, ~~suitability~~ and qualifications are comparable, preference in appointment of teachers to positions of administrative responsibility within the bargaining unit shall be given to those who have entered into continuing contract with any School Board in the Province.
- 6.04 **When appointing teachers to positions of administrative responsibility within the bargaining unit, and w**~~here~~ competence, suitability and qualifications are comparable, ~~preference in appointment of teachers to positions of administrative responsibility within the bargaining unit shall be given to~~ **the Board shall make reasonable effort to give preference to applications from** those who have entered into continuing contract with any School Board in the Province.
- 6.05 Except where a teacher is awarded at least a teaching certificate II under the Teacher Education Program for Labrador, where competence ~~and suitability~~ of applicants, as assessed by the School Board, ~~is are~~ comparable, preference in hiring shall be given to teachers holding Certificate IV or higher.
- 6.11 In filling vacant teaching positions in accordance with Clause 6.03(a), the Board shall:
- (a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing 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 9.01(a).
- (b) subject to Clause 6.11(a), give **preference in hiring to** ~~consideration to applications from~~ teachers who have **prior teaching service** ~~served in replacement and/or substitute teaching positions with the Board before applications from~~ teachers with no previous **teaching service** ~~experience~~ with the Board **are considered. Where more than one such teacher is assessed as qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).**
- 6.11 In filling vacant positions in accordance with Clause 6.03(a), the Board shall:
- (a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing 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 9.01(a).~~
- (c) Notwithstanding Clause 6.11(a), in filling term and replacement teaching positions that arise after **July 1 July 15,** the employer shall not be required to give consideration to teachers already employed in a continuing contract.
- 6.12 In filling vacant teaching and learning assistant positions in accordance with Clause 6.03, the Board shall:
- (a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing contract. **When filling permanent teaching and learning assistant positions only, if more than one such teacher makes a request for the same permanent teaching and learning assistant position, all of whom are assessed as competent and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).**
- (b) subject to Clause 6.12(a), give **preference in hiring to** ~~consideration to applications from~~ teachers who have

**prior teaching service served in replacement and/or substitute teaching positions with the Board before applications from teachers with no previous teaching service experience with the Board are considered. Where more than one such teacher is assessed as qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).**

- 6.14 (a) The School Board shall make every effort to staff schools with full-time teaching positions.
- (b) Notwithstanding Clause 6.14(a), there shall be no part-time teaching positions of less than fifty percent (50%).

## **ARTICLE 7: PROBATIONARY PERIOD AND TENURE**

- 7.05 (b) (i) Probationary teaching and learning assistants who are in attendance for less than **ninety-seven and one half (97.5)** ~~115~~ days in any one school year may be required to complete an additional year of service in order to complete the probationary period.

## **ARTICLE 8: NOTIFICATION OF VACANCIES AND PROMOTION**

- 8.01 Subject to Clauses 9.11 and 9.12, all vacant teaching positions **that are known to be more than one (1) month's duration, except substitute and replacement positions,** shall be posted on the Employer's website for at least seven (7) calendar days.
- 8.02 Notwithstanding Clause 8.01, substitute and replacement positions that are **known to be** of more than one (1) month's duration shall be posted according to procedures outlined in Clause 8.01.
- ~~8.02 Notwithstanding Clause 8.01, substitute and replacement positions that are of more than one (1) month's duration shall be posted according to procedures outlined in Clause 8.01.~~
- 8.03 **Every effort shall be made to fill positions that have been posted in accordance with this Article not later than ten (10) calendar days after the posted closing date for the position.**

## **ARTICLE 9: LAYOFFS**

- 9.01 (e) In determining the relative seniority of teachers for the purpose of reassignment and layoff, calculation of seniority shall be done as at ~~April~~ **May** 7 in the school year at the end of which reassignment and/or layoff is to be effective.
- (f) Notwithstanding Clause 9.01(e), 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 ~~April~~ **May** 28 in the school year at the end of which reassignment and/or layoff is to be effective.
- 9.09 (a) Any teacher who is to be laid off shall be notified in writing as soon as possible and in any event on or before the 7th of ~~April~~ **May** in the current contract year.
- (b) Notwithstanding Clause 9.09(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 ~~April~~ **May** in the current contract year.
- 9.10 (a) When a teacher is notified of a layoff after the 7th day of ~~April~~ **May** of the current contract year, the layoff shall not become effective until the end of the subsequent contract year.
- (b) Notwithstanding Clause 9.10(a) when a teacher working in a teaching and learning assistant position is notified of a layoff after the 28th day of ~~April~~ **May** of the current contract year, the layoff shall not become effective until the end of the subsequent contract year.
- 9.18 (a) The School Board will post in each school in the District a seniority list of all teachers **in continuing contracts** 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.
- (b) **The School Board will post in each school in the District a seniority list of all substitute and replacement teachers in the District, 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 10: DISCIPLINARY ACTION

- 10.03 (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 ~~they~~ ~~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 teacher's 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.
- 10.03 (b) Proper security shall be maintained on teacher personal files. The files may be viewed by only the Director of Education, **the Associate Director of Education or a Human Resources Designate, an Assistant Director of Education, and the appropriate Human Resources Staff** ~~the Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), or 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.
- 10.06 (a) 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 that the teacher should be removed from ~~their~~ ~~his or her~~ current assignment on an interim basis, the teacher shall not lose pay or benefits.
- (b) **Notwithstanding Clause 10.06(a), teachers under investigation by the police or who have been charged with a criminal offence will not lose pay or benefits while under a period of suspension prior to the determination of guilt or innocence. There shall be no School Board investigation of or disciplinary action taken with respect to any allegations related to the subject matter of the criminal investigation or charges until after the police investigation and/or criminal trial proceedings have concluded. If the School Board feels that the teacher should be removed from their current assignment on an interim basis, the teacher shall not lose pay or benefits.**

## ARTICLE 11: TEACHER CERTIFICATION

- 11.03 (b) Notwithstanding Clause 11.03(a), upon obtaining such higher qualifications, teachers are responsible for making application and providing all required documentation to the Registrar of Teachers ~~Certification~~ within ninety (90) calendar days of having obtained the higher qualifications. 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 11.03(b), upon approval by the Registrar of Teachers ~~Certification~~ of a program or course of studies for certification upgrading, the Registrar shall notify the teacher in writing of the requirements of Clause 11.03(b).

## ARTICLE 12: TERMINATION OF CONTRACTS

### 12.01 By the School Board

- (b) by giving two (2) months' notice in writing by the School Board (or pay in lieu of notice) if the contract is a probationary one. The reason for the termination shall be stated in writing by the Board. When a School Board terminates the contract of a teacher who is on a probationary contract, the Assistant Director of Education for Human Resources, or the Directeur général with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador, shall review and discuss with the teacher the reason 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;

## 12.01 By the School Board

A contract of employment including a term contract made between a School Board and a teacher may only be terminated:

- (b) by giving two (2) months' notice in writing by the School Board (or pay in lieu of notice) if the contract is a probationary one. The reason for the termination shall be stated in writing by the Board. ~~When a School Board terminates the contract of a teacher who is on a probationary contract, the Assistant Director of Education for Human Resources, or the Directeur général with respect to the Conseil scolaire francophone provincial de Terre-Neuve et Labrador, shall review and discuss with the teacher the reason 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;

**ARTICLE 14: EVALUATION**

- 14.04 Proper security shall be maintained on teacher evaluation files. Documents related to a teacher's evaluation may be viewed only by the Director of Education, **the Associate Director of Education or a Human Resources Designate, an Assistant Director of Education, a Director of Schools or the appropriate Human Resources Staff** ~~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.

**ARTICLE 15: SICK LEAVE**

- 15.02 (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 15.02(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)(b) 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.
- 15.03 (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.

15.04 Sick leave with pay in excess of ~~ten (10) 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.

- 15.10 (a) For the purpose of Clause 15.02, ~~for a teacher who has teaching experience in the province prior to September 1, 2006~~, an academic year during which the teacher accumulates ninety-seven and one-half (97.5) days shall constitute a year of service.
- (b) For the purpose of Clause 15.02, 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 28 (Length of the School Year). This subtotal shall be added to the subtotal determined by Clause 15.10 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 15.02, 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.~~

## ARTICLE 16: INJURY ON DUTY

- 16.02 A teacher who is approved for temporary earnings loss (TEL) benefits from ~~the Workplace NL 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 NL Health, Safety and Compensation Commission~~ after the date of signing of this Agreement shall no longer accumulate benefits under this Agreement but shall have ~~their 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 ~~their his or her~~ employment shall be terminated, subject to the Human Rights Act.
- 16.03 A teacher who is unable to perform ~~their 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 17: MATERNITY/ADOPTION/PARENTAL LEAVE

- 17.01 (d) **Notwithstanding Clause 17.01(a), teachers, while on approved leave granted under this Article, shall be entitled to receive pay for the period of leave up to a maximum of 17 weeks in the amount of ninety-three percent (93%) of the salary the teacher would have been entitled to receive if the leave had not been taken. This pay shall include any benefits received by the teacher pursuant to section 22 or 23 of the Employment Insurance Act as a Supplemental Employment Benefits (SEB) Plan. The teacher shall designate the commencement and termination dates of the period of maternity, adoption or parental leave for which SEB will be paid.**



- 17.07 A teacher shall be granted leave with pay, not exceeding five (5) days in the aggregate in a school year, for needs or responsibilities related to the fostering of a child.

## ARTICLE 18: LEAVES IN GENERAL

### A. Compassionate/Family Leave

- 18.01 A teacher shall be entitled to leave not exceeding three (3) days with pay in the case of the death of the teacher's mother, father, or legal guardian, **sibling** ~~brother, sister~~, child, spouse, grandchild, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law, aunt, uncle** or near relative who had been living in the same household. Where extensive travel is involved or where extraordinary circumstances prevail, the School Board ~~shall~~ **may** extend the leave up to an additional two (2) days.
- 18.02 ~~A teacher shall be entitled to leave not exceeding one (1) day with pay in the case of the death of the teacher's brother in law or sister in law.~~
- 18.023 (a) 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 school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.
- (b) **A teacher shall be granted leave with pay, not exceeding five (5) days in the aggregate in a school year, where the teacher or a person to whom the teacher is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:**
- (i) a person who is or has been a family member;
  - (ii) a person who is or has been in an intimate relationship or who is living or has lived with the teacher;
  - (iii) a person who is the parent of a child with the teacher; or
  - (iv) a person who is or has been a caregiver to the teacher.
- 18.03 A teacher shall be granted leave with pay, not exceeding five (5) days in the aggregate in a school year for personal reasons. When possible, the teacher shall consult with their principal at least twenty-four (24) hours prior to the commencement of the leave.

### B. Professional Leave

- 18.06 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. **All costs associated with such leave shall be borne by the Association.**

### C. Other Paid Leave

- 18.08 (a) **The School Board shall close a school for at least one (1) school day in the event of the death of a member of the staff of that school. The timing of the school closure shall be determined in consultation with the school administration and teaching staff.**
- (b) Where a school is closed owing to the death of a **student** or 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.
- 18.12 A School Board shall grant to a teacher up to two (2) full days of 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 ~~their~~ **his/her** career.
- 18.15 (a) **It is recognized that teachers may require more than one hundred and ninety-five (195) days in order to carry out those duties which are necessary for the operation of their school, such days to be determined by the teacher involved, based on that teacher's professional judgment in consultation with the principal of their school.**
- (b) **Notwithstanding Clause 18.15(a), no teacher shall expect to work more than five (5) days in excess of one hundred and ninety-five (195).**

- (c) **Teachers who work more than one hundred and ninety-five (195) days pursuant to Clause 18.15 (a) shall be granted time off at a time mutually agreeable to the teacher and the School Board to a maximum of five (5) days in the aggregate in a school year in lieu of time worked.**

## ARTICLE 19: LEAVE WITHOUT PAY

- 19.01 (a) Subject to Articles 9 and 29 and Clause 19.02, 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. **Such leave shall not be unreasonably denied.**
- 19.06 Subject to Article 9 and Clause 19.01, 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 **their 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 20: EDUCATIONAL LEAVE

- 20.04 Prior to January 1 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 teachers who may be granted leave shall be **twenty-four (24)** ~~twelve (12)~~ per year, or the equivalent.

## ARTICLE 21: SALARIES

- 21.01 (c) **There shall be a Committee established within six (6) months of the signing of this Agreement for the purpose of investigating the creation of a certification level/designation to recognize teacher qualifications that exceed those required for a Level VII teaching certificate. The Committee shall consist of six (6) members, three (3) of whom shall be appointed by the Newfoundland and Labrador Teachers' Association, and three (3) of whom shall be appointed by the Department of Education. The Committee shall bring a report and recommendations forward not later than one (1) year prior to the expiry of this Agreement.**
- 21.06 (a) For the purpose of Clause 21.05, ~~section~~ (a), any time a teacher is under full pay in accordance with Schedules "B" or "C" or as a licensed teacher shall be counted as hours of service.

## ARTICLE 23: DEDUCTIONS

- 23.04 Government shall deduct other amounts, such as insurance premiums, **financial institution credit union** ~~credit union~~ amounts from the pay of the teacher when authorized to do so by the teacher.

## ARTICLE 24: ISOLATION ALLOWANCE

- 24.01 TEACHERS IN ISOLATED SETTLEMENTS: Every teacher teaching school in a settlement as described in this Article shall be paid the bonus set out opposite the description of that settlement as follows:

### TEACHERS HOLDING CERTIFICATES AND LICENCES

Effective	September 1, 2016 <b>20</b>	September 1, 2017 <b>21</b>	September 1, 2018 <b>22</b>	September 1, 2019 <b>23</b>
(a)	<del>\$3297</del> <b>\$3429</b>	<del>\$3297</del> <b>\$3532</b>	<del>\$3297</del> <b>\$3638</b>	<del>\$3297</del> <b>\$3711</b>
(b)	<del>\$2243</del> <b>\$2333</b>	<del>\$2243</del> <b>\$2403</b>	<del>\$2243</del> <b>\$2475</b>	<del>\$2243</del> <b>\$2525</b>
(c)	<del>\$2243</del> <b>\$2333</b>	<del>\$2243</del> <b>\$2403</b>	<del>\$2243</del> <b>\$2475</b>	<del>\$2243</del> <b>\$2525</b>

*Numbers in this table reflect an increase of 4%, 3%, 3% and 2%*

### DESCRIPTION OF SETTLEMENT

- (a) Every settlement in the Province where there is not a road, ~~railroad~~, or continuous ferry service connecting that settlement with other settlements.

## ARTICLE 26: GROUP INSURANCE

- 26.04 The NLTA agrees to provide Government with enrolment data and information on the coverages of the plan options in the NLTA Plan to which Government contributes. The NLTA agrees to provide Government and Government agrees to provide the NLTA with relevant portions of the financial statements, premium rating analysis and supporting documentation used to establish the contribution rate in accordance with Schedule L. Such information will be provided within thirty (30) days of a request for same or as soon as possible following receipt by the NLTA Group Insurance ~~Managers Trustees~~ or Government.
- 26.06 Government agrees to pay its share of group insurance premiums for those teachers on maternity, **parental** and adoption leave, ~~for a maximum of thirty nine (39) weeks.~~

## ARTICLE 27: SUPERANNUATION OF TEACHERS

- 27.04 **Members of the Association who serve on the Joint Sponsor Body for the Teachers' Pension Plan shall be granted leave with pay as required to perform their duties as members of the Joint Sponsor Body.**

## ARTICLE 28: LENGTH OF THE SCHOOL YEAR

- 28.01 (a) (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of ~~1835~~ actual teaching days, three (3) paid holidays, **three (3)** ~~two (2)~~ non-teaching days to be scheduled by the Board during the school year for administrative purposes, **two (2)** ~~one (1)~~ non-teaching days 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.

*Employer is seeking to discuss the application of this language to Program Specialists. The Employer is interested in extending their work year so that they can develop their professional learning curriculum for teachers in advance of the school year.*

- 28.03 (a) (i) When a school is closed pursuant to Section 32 of the *Schools Act, 1997*, the teacher shall not be required to be in **physical** attendance at school.
- (a) (ii) Notwithstanding Clause 28.03(a)(i), the Board may require teachers to be in attendance **through virtual means** for meetings and workshops, **report card writing and to provide instruction to students while they are away from school.**

## ARTICLE 29: WORKLOAD

- 29.04 (a) Every effort shall be made to assure that substitute or replacement teachers are provided to replace **classroom** teachers who are absent for valid reasons.
- 29.05 (d) **Notwithstanding Clause 29.05 (a), no teacher shall be required to supervise students during the lunch period.**
- ~~29.07 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 behavior. 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.~~
- 29.09 (a) **All teachers shall receive regularly scheduled preparation time during the instructional day of a minimum of fifty (50) minutes per teaching day.**
- (b) **At the beginning of each school year and following consultation with teachers, the principal shall establish a meeting schedule. Subject to Schedule D, where meetings do not occur during the instructional day, teachers shall not be required to attend more than one (1) staff meeting, and one (1) departmental, divisional, grade level or teaching and learning team meeting per month. Subject to Schedule D, when such meetings occur**

outside the regular instructional day, every effort shall be made to commence such meetings as soon as possible following the end of the instructional day and to conclude such meetings within sixty (60) minutes.

- (c) Teachers shall be given as much notice as possible in advance of ISSP and IEP meetings.
  - (i) Every effort shall be made to schedule ISSP and IEP meetings during the instructional day and such meetings should not normally be of more than thirty (30) minutes in duration.
  - (ii) Subject to Clause 29.09(c)(i) and Schedule D, when it is necessary to hold ISSP and IEP meetings outside of the instructional day, every effort shall be made to commence such meetings as soon as possible following the end of the instructional day and to conclude such meetings within thirty (30) minutes.
- (d) Parent-teacher interviews and parent orientation/information sessions shall be scheduled during the instructional day.

- 29.10 (a) All schools shall be provided with all required teacher and student resources prior to the commencement of the school year.
- (b) Notwithstanding Clause 29.10 (a), there shall be no implementation of new programming or curriculum until all required teacher and student resources have been provided and are available to teachers and students.

## **ARTICLE 30: CLASS SIZE**

30.01 In the interest of education, and in order to promote effective teaching and learning conditions, the School Board **shall** ~~will endeavour to~~ establish class sizes appropriate to the teaching situation involved **in accordance with this Article** ~~within regulatory and legislative restrictions.~~

- 30.02 (a) The maximum class size for Junior Kindergarten and Kindergarten classes shall be twelve (12) students per class.
- (b) The maximum class size for Grade 1 – Level III shall be twenty (20) students.

- 30.03 (a) Where it is necessary to combine two or more grades or courses in one class with one teacher, the maximum class size for such combined classes shall not exceed:
  - (i) Junior Kindergarten to Grade 3 . . . . . ten (10) students
  - (ii) Grade 4 to Grade 6 . . . . . fifteen (15) students
  - (iii) Grade 7 to Grade 9 . . . . . fifteen (15) students
  - (iv) Level I to Level III . . . . . fifteen (15) students

30.04 Subject to Clauses 30.01, 30.02 and 30.03, the number of students in laboratory, workshop, computer and technology classes shall not exceed the number of fully equipped student work stations provided.

- 30.05 (a) The following student/teacher allocation formulae shall apply to all schools within the province, exclusive of the regular classroom teacher allocations:
  - (i) Instructional Resource Teacher 1 ratio. . . . . 100:1
  - (ii) School Counsellor ratio . . . . . 250:1
  - (iii) Music teacher ratio . . . . . 250:1
  - (iv) Art teacher ratio. . . . . 250:1
  - (v) Core French teacher ratio. . . . . 250:1
  - (vi) Learning Resource teacher ratio . . . . . 250:1
  - (vii) Physical Education teacher ratio. . . . . 250:1
  - (viii) Technology teacher ratio . . . . . 250:1
  - (ix) School Psychologist ratio. . . . . 1000:1

- (b) There shall be not less than five hundred full-time teaching units allocated to the School Boards for school based Instructional Resource Teacher 2 (IRT2) positions.
- (c) The following caseload parameters shall apply in addition to the regular teacher allocation:
- (i) The student to teacher ratio for the provision of itinerant services to students who have hearing or visual loss or impairment shall be 20:1 respectively, with a maximum of five (5) core case load students per itinerant teacher, including pre-school aged children;
  - (ii) Speech Language Pathologists shall be allocated based on a student to teacher ratio of 40:1 with a maximum of twenty-five (25) direct contact students per allocated position.
- (d) The Newfoundland and Labrador English School Board shall have a core allocation of sixty (60) program specialists plus one (1) additional program specialist position for every 5000 students. The Conseil scolaire francophone provincial shall have a core allocation of five (5) program specialists.
- (e) A one-half (½) teaching unit shall be allocated to each school offering any class or program delivered by e-learning (e.g. distance education, web-based, etc.).

30.06 In addition to allocated teaching units, all schools in the province shall receive the following administrative allocations:

Number of Students	Administrative FTE
1 – 49	0.50 units
50 – 174	1.00 units
175 – 249	1.25 units
250 – 399	1.50 units
400 – 549	1.75 units
550 – 699	2.00 units
700 – 849	2.50 units
850 +	3.00 units

## ARTICLE 31: GRIEVANCE PROCEDURE

- 31.02 A teacher or a group of teachers who have a grievance over a matter which is within the scope of authority of a School Board 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 grievance stating the names of the employees concerned, the precise nature of the grievance, the Article and Clause of the Agreement over which the grievance arises, and the relief requested.
- 31.02 A teacher or a group of teachers who have a grievance over a matter which is within the scope of authority of a School Board shall submit the grievance in writing to the ~~Assistant Director of Education for Human Resources,~~ **Regional Director of Human Resources** or the Directeur général adjoint (Finances et Administration) **or Designate**, with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador within fifteen (15) calendar days of the occurrence of discovery of the incident giving rise to the grievance stating the names of the employees concerned, the precise nature of the grievance, the Article and Clause of the Agreement over which the grievance arises, and the relief requested.
- 31.03 Where a grievance has been filed in accordance with Clause 31.02, the ~~Assistant Director of Education, or the Directeur général adjoint, accompanied by such other School Board representatives as may be deemed necessary,~~ 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 at this meeting by a representative of the Association or a local branch thereof.

- 31.03 Where a grievance has been filed in accordance with Clause 31.02, the ~~Assistant Director of Education~~ **Regional Director of Human Resources** or the Directeur général adjoint or **Designate**, accompanied by such other School Board representatives as may be deemed necessary, 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 at this meeting by a representative of the Association or a local branch thereof.
- 31.04 The decision on the grievance shall be transmitted in writing by the ~~Assistant Director of Education, or the Directeur général adjoint,~~ to the aggrieved teacher or group of teachers within five (5) calendar days after the meeting referred to in Clause 31.03. In all grievances, the ~~Assistant Director of Education, or the Directeur général adjoint,~~ shall forward a copy of the reply to the Association.
- 31.04 The decision on the grievance shall be transmitted in writing by the ~~Assistant Director of Education~~ **Regional Director of Human Resources** or the Directeur général adjoint or **Designate**, to the aggrieved teacher or group of teachers within ~~five (5)~~ **ten (10)** calendar days after the meeting referred to in Clause 31.03. In all grievances, the ~~Assistant Director of Education~~ **Regional Director of Human Resources** or the Directeur général adjoint shall forward a copy of the reply to the Association.
- 31.05 If the decision of the ~~Assistant Director of Education, or the Directeur général adjoint,~~ does not result in settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the **Chairperson of the School Board** ~~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 receipt of the decision under Clause 31.04.
- 31.05 ~~If the decision of the Assistant Director of Education, or the Directeur général adjoint, does not result in 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 receipt of the decision under Clause 31.04.~~
- 31.06 The decision of the **Chairperson of the School Board** ~~Director of Education, or the Directeur général~~ shall be transmitted in writing to the aggrieved teacher or group of teachers within ten (10) calendar days of the receipt of the grievance under Clause 31.05. In all grievances, the **Chairperson of the School Board** ~~Director, or the Directeur général,~~ shall forward a copy of the reply to the Association.
- 31.06 ~~The decision of the Director of Education, or the Directeur général shall be transmitted in writing to the aggrieved teacher or group of teachers within ten (10) calendar days of the receipt of the grievance under Clause 31.05. In all grievances, the Director, or the Directeur général, shall forward a copy of the reply to the Association.~~
- 31.07 If the decision of the **Chairperson of the School Board** ~~Director of Education, or the Directeur général~~ does not result in 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 under Article 32.
- 31.07 If the decision of the ~~Director of Education~~ **Regional Director of Human Resources**, or the Directeur général **adjoint or Designate** does not result in settlement of the grievance, ~~the teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration~~ **the Assistant Executive Director of the Association shall provide written notice to the Associate Director of Education or the Directeur général adjoint** in accordance with the procedure set forth under Article 32.
- 31.08 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 **or any other department of the provincial government** shall submit the grievance in writing to the appropriate Divisional Head ~~of the Department of Education,~~ **Director or Assistant Deputy Minister** 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.
- 31.09 Where a grievance has been filed in accordance with Clause 31.08, the Divisional Head, **Director or Assistant Deputy Minister** 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.
- 31.10 The decision of the Divisional Head, **Director or Assistant Deputy Minister** referred to in Clause 31.08, 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 31.09. In all grievances, the Divisional Head, **Director or Assistant Deputy Minister** shall forward a copy of the reply to the Association.

- 31.11 If the decision of the Divisional Head, **Director or Assistant Deputy Minister** does not result in settlement of the grievance, the aggrieved teacher or group of teachers may submit the grievance in writing to the **appropriate** Deputy Minister of ~~Education~~ within fifteen (15) calendar days of receipt of the decision under Clause 31.10.
- 31.12 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 31.11. In all grievances, the Deputy Minister shall forward a copy of the reply to the Association.
- 31.13 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 32.

## ARTICLE 32: ARBITRATION

*Employer is seeking to discuss the current timelines set out in Clause 32.07. Most other collective agreements set timelines for appointing an Arbitrator but allow the parties to determine the timelines for setting the date and issuing the decision. Timelines are certainly necessary but it is the Employer's position that the timelines in this provision are not reasonable and need to be extended.*

## 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 ~~their his/her~~ annual salary in effect as of March 31, 2018, to a maximum of forty percent (40%) of ~~their his/her~~ annual salary.
- (b) A teacher's continuous service shall not be deemed to be broken when:
- (ii) the teacher leaves the employment of a Board to further ~~their his/her~~ education as a teacher and returns to a Board at the commencement of the next school year after the completion of said education; or

## ARTICLE 34: LOSS OR DAMAGE TO TEACHERS' PERSONAL PROPERTY OR EQUIPMENT

- 34.01 (a) Subject to Clauses 34.01(b) and 34.01(c), where a teacher in the performance of ~~their 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 ~~seven hundred and fifty dollars (\$750) 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 ~~their his/her~~ designate.
- (c) This provision shall only apply in respect of personal effects which the teacher would reasonably have in ~~their his/her~~ possession during the normal performance of ~~their his/her~~ duty.
- 34.02 (a) Where a teacher ~~uses is authorized in writing by the School Board to use~~ ~~their his/her~~ own tools, equipment, or other materials in the performance of teaching 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 ~~their his/her~~ designate within five (5) working days of the discovery of the incident.
- 34.02 (a) ~~Where a teacher is authorized in writing~~ **has prior written authorization from the Regional Assistant Director of Education by the School Board** to use his/her own tools, equipment, or other materials in the performance of teaching 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.

## **ARTICLE 36: POSITIONS OF ADMINISTRATIVE RESPONSIBILITY**

- 36.04 (a) It is recognized that principals and vice-principals may require more than one hundred and ninety-five (195) days in order to carry out those duties which are necessary for the efficient operation of the school, such days to be determined by the principal or vice-principal involved, based on that administrator's professional judgment in consultation with the School Board.
- (b) Notwithstanding Clause 36.04(a), no principal or vice-principal shall expect to work more than five (5) days in excess of one hundred and ninety-five (195).
- (c) Principals and vice-principals who work more than one hundred and ninety-five (195) days pursuant to Clause 36.04(a) shall be granted time off at a time mutually agreeable to the administrator and the School Board to a maximum of five (5) days in the aggregate in a school year in lieu of time worked.

## **ARTICLE 37: TERM CONTRACTS**

- 37.04 Notwithstanding Clause 37.01, 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 ~~their~~ his/her position and the teacher shall retain all rights and privileges with that Board.

## **ARTICLE 42: DEFINITIONS**

- 42.01 In this Agreement, unless the context otherwise requires:

- (d) ~~“Domicile” means that place where that person has his or her true, fixed and permanent home and principal establishment and to which, whenever he/she is absent, he/she has the intention of returning.~~  
reletter all other definitions
- (h) **“Replacement Teacher” means a teacher who substitutes for twenty (20) teaching days or more on a continuous basis, or who is hired to replace a regular teacher who has been granted leave without pay, or a teacher granted leave under Article 20.**

## **ARTICLE 43: DURATION OF AGREEMENT**

- 43.01 This Agreement shall be in effect for a term beginning September 1, 2016~~20~~ and ending on August 31, 2020~~4~~ and shall be automatically renewed thereafter for successive periods of one (1) year unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the period of ten (10) months immediately prior to the expiry date of this Agreement or any subsequent Agreement.

### **Defer**

## **ARTICLE 46: TEACHER EXCHANGE AND SECONDMENT**

### C. Secondment By The Department of Education or Memorial University of Newfoundland

- 46.03 The Department of Education and Memorial University of Newfoundland may second teachers under the following conditions:
- (b) The teacher shall remain in the employ of the School Board and, where ~~they~~ he/she ~~are~~ is required to be in attendance for the normal working days of the seconding department or agency:
- (i) ~~they~~ he/she shall be paid the maximum allowance for a program specialist in addition to their regular salary; and

## **ARTICLE 47: ADMINISTRATION OF MEDICATION AND HEALTH SUPPORT PROCEDURES**

- 47.01 **Student-specific health support and personal care procedures, including but not limited to the administration of medication, shall be carried out in school only when necessary.** ~~All School Boards shall develop and maintain policies relating to the administration of medication, medical procedures, and physical procedures for/to students. Such policy shall be available to all teachers.~~



- 47.02 (a) Teachers shall not be required to carry out student-specific health support or personal care procedures, including but not limited to the administration of medication, except in the case of an emergency situation in which failure to act before medical help arrives may prove injurious or life-threatening to the student.
- (b) The school board shall provide appropriate training during regular school hours for all teachers who may be required to carry out student-specific health support or personal care procedures in an emergency situation.
- 47.03 Subject to Clauses 47.01 and 47.02, where students routinely require student-specific health support and/or personal care procedures to be carried out during school hours, responsibility for such procedures shall not be assigned to teachers.

## ARTICLE 49: SUBSTITUTE TEACHERS

- 49.04 For salary purposes, substitute teachers shall be deemed to have kept school on any day or part thereof where:
- (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 ~~their his or her~~ services are not required.
- 49.06 (b) Subject to Clause 49.08, 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;
- (iv) ~~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).~~
- (v) ~~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 15.02(b), 15.02(c), 15.02(d) and 15.10(e).~~
- 49.08 (a) 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.
- (b) **Notwithstanding Clause 49.08(a), substitute teachers who substitute for twenty (20) teaching days or more on a continuous basis for the same regular teacher or in the same vacant position shall be considered to hold a replacement/term contract for all purposes under this Agreement, with effect from the first day of such period of substitution.**

## ARTICLE 50: ALLOWANCES

- 50.01 The allowances for principals, vice-principals, program specialists, department heads, ~~school guidance~~ counsellors, ~~school educational~~ psychologists, **speech language pathologists**, specialist teachers under Clause 50.07(a), and sole charge teachers, **itinerant teachers for the Blind and visually impaired and itinerant teachers for the Deaf and hard of hearing** shall be based on the formulae outlined in Schedule C.
- 50.02 The allowance provided for every department head shall only be paid if:
- (b) the teacher is engaged for not less than eighty percent (80%) of ~~their his or her~~ 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 ~~their his or her~~ assigned teaching time as an instructional resource teacher; and

- 50.03 Allowances provided to ~~school guidance~~ counsellors shall be based on the number of classrooms in the school to which the ~~school 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 ~~school guidance~~ counsellor has direct responsibility.
- 50.04 (a) An allowance paid to a principal, vice-principal, program specialist, ~~school educational~~ psychologist or ~~school 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.
- 50.06 (b) A ~~school guidance~~ counsellor who is a part-time teacher shall be paid a bonus in accordance with Schedule H of this Agreement.
- (c) An ~~school educational~~ psychologist who is a part-time teacher shall be paid an allowance in accordance with Schedule H of this Agreement.

## **ARTICLE 51: DEFERRED SALARY LEAVE PLAN**

### 51.03 Payment Formula and Leave of Absence

The payment of salary, fringe benefits and the timing of one (1) 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 (1) year leave of absence, up to a maximum of four (4) such school years (depending upon whether the teacher selects the three (3), four (4) or five (5) year option) the teacher will receive two-thirds (2/3), three-quarters (3/4) or four-fifths (4/5) of ~~their his/her~~ annual salary consisting of ~~their 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.
- (b) (i) 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 ~~they he/she~~ not been enrolled in the Plan.
- (ii) 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 ~~they he/she~~ not been enrolled in the Plan.

### 51.04 Terms of Reference

- (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 ~~they he/she~~ 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.
- (h) All teachers wishing to participate in the Plan shall be required to sign a Memorandum of Agreement as prescribed in Schedule F 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 ~~their his or her~~ participation in the Plan, otherwise the leave shall not be binding on the employing School Board.

## **ARTICLE 52: DISTRIBUTION OF WORK**

52.01 This agreement recognizes the classifications which include, but shall not be limited to:

- (v) ~~School Guidance~~ Counsellor
- (vi) Other teachers allocated under the ~~teachers' salary regulations~~ **Teacher Allocation Model and/or other relevant Government policy**

## ARTICLE 53: RELOCATION EXPENSES

- 53.01 (a) A teacher who sells ~~their his/her~~ private dwelling house, in which ~~they 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 ~~their his/her~~ house and the purchase of a new dwelling at ~~their his/her~~ place of relocation; and
- (c) Where a teacher is required to relocate from one geographic location to another, ~~they he/she~~ shall be reimbursed for the following expenses:
- (i) carting, packing and unpacking, cartage insurance and transportation of ~~their his/her~~ and ~~their his/her~~ dependents' personal effects;
  - (ii) hotel accommodations and meals approved in advance by the School Board for a teacher and ~~their 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:

## ARTICLE 54: POSITION SHARING

- 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:
- (b) the full-time teacher retires, is declared redundant, or has ~~their his/her~~ contract terminated in accordance with Article 12.

## ARTICLE 55: EMPLOYEE ASSISTANCE PROGRAM

- 55.02 Government will fund the salary and appropriate administrative costs of ~~two (2)~~ **three (3)** Employee Assistance Program Co-ordinators.
- 55.03 **Government shall fund the cost of professional services of a registered psychologist, registered social worker, or certified (Canadian Counselling and Psychotherapy Association) counsellor for teachers enrolled in the Employee Assistance Program as follows: eighty-five dollars (\$85) per counselling session, to a maximum per school year of six hundred and eighty dollars (\$680).**

## ARTICLE 56: REDUNDANCY PROVISIONS

- 56.04 (a) Teachers who are employed in the position of program specialist, principal, vice-principal, department head, ~~school educational~~ **psychologist or school guidance counsellor, speech language pathologist, specialist teacher under Clause 50.07(a), sole charge teacher, itinerant teacher for the Blind and visually impaired or itinerant teacher for the Deaf and hard of hearing** 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.
- (c) During the period of phase-out, a teacher who declines an offer of employment in a position comparable to that from which ~~they he/she were 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 ~~their his/her~~ allowance was or would have been eliminated by virtue of the application of Clause 50.02.

## ARTICLE 58: HARASSMENT

- 58.02 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. **A person of any gender identity** ~~Both males and females~~ may be a victims.

Harassment of a personal nature is any behaviour or activity 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.

**SCHEDULE B: SUBSTITUTE TEACHER SALARY SCALE****September 1, 2020 to August 31, 2021***Numbers in this table reflect a 4% increase as well as the deletion of the first step and the inclusion of an additional step*

	1	2	3	4	5	6	7	8	9	10	11	12	13
		1*	2	3	4	5	6	7	8	9	10	11	12
I	N/A	27630	28588	29921	30668	31125	32068						
II	N/A	31743	33261	34799	35988	36830	37382	38628					
III	N/A	35888	37546	38691	40192	41715	42574	43208	44568				
IV	N/A	39777	41715	43655	45165	46673	48207	49084	49817	51448			
V	N/A	45601	47548	49486	51429	52959	54522	56083	56996	57855	59606		
VI	N/A	52069	54010	55948	57895	59836	61412	63008	64614	65570	66552	68394	
VII	N/A	59191	61132	63061	65021	66943	68886	70518	72161	73786	74792	75919	77834

Emergency Supply \$14 593

**\*The scale is read in this fashion for those who commenced teaching in Newfoundland and Labrador on or after September 1, 2020.****SCHEDULE B: SUBSTITUTE TEACHER SALARY SCALE****September 1, 2021 to August 31, 2022***Numbers in this table reflect a 3% increase as well as the deletion of the first step and the inclusion of an additional step*

	1	2	3	4	5	6	7	8	9	10	11	12	13
		1*	2	3	4	5	6	7	8	9	10	11	12
I	N/A	28459	29445	30818	31588	32059	33030						
II	N/A	32695	34259	35843	37068	37934	38503	39787					
III	N/A	36965	38672	39852	41398	42967	43852	44504	45905				
IV	N/A	40970	42967	44965	46520	48073	49653	50556	51312	52991			
V	N/A	46969	48974	50971	52972	54548	56158	57766	58706	59591	61394		
VI	N/A	53631	55631	57626	59632	61631	63254	64899	66553	67537	68548	70445	
VII	N/A	60966	62966	64953	66971	68951	70953	72634	74326	75999	77035	78197	80169

Emergency Supply \$15 031

**\*The scale is read in this fashion for those who commenced teaching in Newfoundland and Labrador on or after September 1, 2020.**

**SCHEDULE B: SUBSTITUTE TEACHER SALARY SCALE****September 1, 2022 to August 31, 2023***Numbers in this table reflect a 3% increase as well as the deletion of the first step and the inclusion of an additional step*

	1	2	3	4	5	6	7	8	9	10	11	12	13
		1*	2	3	4	5	6	7	8	9	10	11	12
I	N/A	29312	30328	31743	32535	33021	34021						
II	N/A	33676	35287	36919	38180	39072	39658	40980					
III	N/A	38074	39833	41047	42640	44256	45167	45839	47282				
IV	N/A	42199	44256	46314	47916	49516	51143	52073	52851	54581			
V	N/A	48378	50443	52500	54561	56184	57842	59498	60467	61379	63235		
VI	N/A	55240	57300	59355	61421	63480	65152	66846	68549	69563	70605	72559	
VII	N/A	62795	64855	66902	68981	71020	73082	74813	76556	78279	79346	80542	82574

Emergency Supply \$15 482

**\*The scale is read in this fashion for those who commenced teaching in Newfoundland and Labrador on or after September 1, 2020.****SCHEDULE B: SUBSTITUTE TEACHER SALARY SCALE****September 1, 2023 to August 31, 2024***Numbers in this table reflect a 2% increase as well as the deletion of the first step and the inclusion of an additional step*

	1	2	3	4	5	6	7	8	9	10	11	12	13
		1*	2	3	4	5	6	7	8	9	10	11	12
I	N/A	29899	30935	32378	33186	33681	34701						
II	N/A	34350	35993	37657	38943	39854	40451	41800					
III	N/A	38835	40629	41868	43492	45141	46071	46756	48228				
IV	N/A	43043	45141	47240	48874	50506	52166	53115	53908	55673			
V	N/A	49346	51452	53550	55652	57308	58999	60688	61677	62606	64500		
VI	N/A	56344	58446	60542	62649	64750	66455	68183	69920	70954	72017	74010	
VII	N/A	64051	66152	68240	70360	72440	74543	76309	78087	79845	80933	82153	84225

Emergency Supply \$15 792

**\*The scale is read in this fashion for those who commenced teaching in Newfoundland and Labrador on or after September 1, 2020.**

**SCHEDULE C: ANNUAL SALARY SCALE****September 1, 2020 to August 31, 2021***Numbers in this table reflect a 4% increase as well as the deletion of the first step and the inclusion of an additional step*

	1	2	3	4	5	6	7	8	9	10	11	12
		1*	2	3	4	5	6	7	8	9	10	11
			1**	2	3	4	5	6	7	8	9	10
I	N/A	N/A	35187	36642	38093	39669						
II	N/A	N/A	41137	43304	45464	47626	50074					
III	N/A	N/A	46029	48189	50353	52517	54676	57139				
IV	N/A	N/A	51502	53947	56396	58845	61296	63743	66586			
V	N/A	N/A	58378	60848	63320	65792	68262	70734	73207	76082		
VI	N/A	N/A	66394	69022	71651	74280	76908	79537	82163	84792	87868	
VII	N/A	N/A	74757	77404	80047	82692	85338	87982	90630	93274	95923	99014

Emergency Supply - \$17 340

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

\*\*The scale is read in this fashion for those who commenced teaching in Newfoundland and Labrador on or after September 1, 2020.

**SCHEDULE C: ANNUAL SALARY SCALE****September 1, 2021 to August 31, 2022***Numbers in this table reflect a 3% increase as well as the deletion of the first step and the inclusion of an additional step*

	1	2	3	4	5	6	7	8	9	10	11	12
		1*	2	3	4	5	6	7	8	9	10	11
			1**	2	3	4	5	6	7	8	9	10
I	N/A	N/A	36243	37742	39236	40859						
II	N/A	N/A	42371	44603	46828	49055	51576					
III	N/A	N/A	47410	49635	51863	54092	56316	58853				
IV	N/A	N/A	53047	55565	58088	60611	63134	65655	68584			
V	N/A	N/A	60130	62674	65220	67766	70310	72856	75403	78365		
VI	N/A	N/A	68385	71092	73800	76508	79215	81923	84628	87336	90504	
VII	N/A	N/A	77000	79726	82448	85173	87898	90621	93349	96073	98801	101985

Emergency Supply - \$17 860

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

\*\* The scale is read in this fashion for those who commenced teaching in Newfoundland and Labrador or after September 1, 2020.

**SCHEDULE C: ANNUAL SALARY SCALE****September 1, 2022 to August 31, 2023***Numbers in this table reflect a 3% increase as well as the deletion of the first step and the inclusion of an additional step*

	1	2	3	4	5	6	7	8	9	10	11	12
		1*	2	3	4	5	6	7	8	9	10	11
			1**	2	3	4	5	6	7	8	9	10
I	N/A	N/A	37330	38874	40413	42085						
II	N/A	N/A	43642	45941	48232	50526	53123					
III	N/A	N/A	48833	51124	53419	55715	58006	60618				
IV	N/A	N/A	54638	57232	59831	62429	65028	67625	70641			
V	N/A	N/A	61934	64554	67177	69799	72420	75041	77665	80716		
VI	N/A	N/A	70437	73225	76014	78804	81592	84381	87167	89956	93219	
VII	N/A	N/A	79310	82118	84922	87728	90535	93340	96149	98955	101765	105044

Emergency Supply - \$18 396

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

\*\* The scale is read in this fashion for those who commenced teaching in Newfoundland and Labrador on or after September 1, 2020.

**SCHEDULE C: ANNUAL SALARY SCALE****September 1, 2023 to August 31, 2024***Numbers in this table reflect a 2% increase as well as the deletion of the first step and the inclusion of an additional step*

	1	2	3	4	5	6	7	8	9	10	11	12
		1*	2	3	4	5	6	7	8	9	10	11
			1**	2	3	4	5	6	7	8	9	10
I	N/A	N/A	38077	39651	41221	42926						
II	N/A	N/A	44515	46860	49197	51537	54186					
III	N/A	N/A	49809	52147	54487	56829	59166	61831				
IV	N/A	N/A	55731	58377	61027	63678	66329	68977	72054			
V	N/A	N/A	63172	65845	68520	71195	73868	76542	79218	82330		
VI	N/A	N/A	71846	74690	77535	80380	83224	86069	88910	91755	95083	
VII	N/A	N/A	80896	83760	86620	89483	92346	95207	98072	100934	103800	107145

Emergency Supply - \$18 764

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

\*\* The scale is read in this fashion for those who commenced teaching in Newfoundland and Labrador on or after September 1, 2020.



**SCHEDULE C**  
**Allowances per Annum**

	September 1, 2016 to August 31, 2021	September 1, 2021 to August 31, 2022	September 1, 2022 to August 31, 2023	September 1, 2023 to August 31, 2024
Principal: Basic Allowances	5687.04	5857.65	6033.38	6154.05
Per Classroom: First 15 Thereafter	843.78 773.5	869.09 796.71	895.17 820.61	913.07 837.02
<b>Vice Principals to receive an allowance equal to one-half that paid to the principal in eligible schools.</b>				
Program Specialists: For each room up to 12 Each of the next 12 rooms Each of the next 12 rooms	739.55 369.83 184.81	761.74 380.92 190.35	784.59 392.35 196.06	800.28 400.20 199.99
<b>School Educational Psychologists &amp; Speech Language Pathologists:</b> For each room up to 12 Each of the next 12 rooms Each of the next 12 rooms	457.38 228.73 114.28	471.10 235.59 117.71	485.23 242.66 121.24	494.94 247.51 123.66
<b>School Guidance Counselors</b> For each room up to 12 Each of the next 12 rooms Each of the next 12 rooms	457.38 228.72 114.28	471.10 235.58 117.71	485.23 242.65 121.24	494.94 247.50 123.66
Sole Charge Teachers: Number of Grades 1 to 3 4 to 6 7 or more	3088.51 3604.51 4293.83	3181.17 3712.65 4422.64	3276.60 3824.02 4555.32	3342.13 3900.51 4646.43
Specialist Teachers, as defined under <b>Clause 50.07(a)</b> <b>Itinerant Teachers for the Blind and Visually Impaired</b> <b>Itinerant Teachers for the Deaf and Hard of Hearing</b>	4574.00	4711.22	4852.56	4949.61
Department Heads	3811.54	3925.89	4043.66	4124.54

**For the purpose of this schedule, a classroom is defined as a unit consisting of 25 students or any fraction thereof.**

*Numbers in this table reflect an increase of 4%, 3%, 3% and 2%*

[Defer](#)

## **SCHEDULE H MEMORANDUM OF UNDERSTANDING RE PART-TIME SCHOOL GUIDANCE COUNSELLORS AND PART-TIME SCHOOL EDUCATIONAL PSYCHOLOGISTS**

The parties to the Collective Agreement agree as follows:

1. "Allowance" means the allowances payable ~~school guidance~~ counsellors and ~~school educational~~ psychologists set out in Schedule C of the Collective Agreement.
2. Effective September 1, 1987, ~~school guidance~~ counsellors shall be paid allowances in proportion to the percentage of assigned time spent on ~~school 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 ~~school guidance~~ counselling activities shall include both individual and group counselling activities, but shall not include scheduled teaching of credit courses, including ~~school guidance~~ counselling courses which are credited for grade placement.
4. Effective September 1, 2008 ~~school educational~~ psychologists shall be paid allowances in proportion to the percentage of time spent on assigned duties related to ~~school educational~~ psychology in accordance with the following table:

<b>Percentage of Assigned Time Spent on School 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 I LABRADOR BENEFITS AGREEMENT**

Update to reflect current Labrador Benefits Agreement

## **SCHEDULE L GOVERNMENT OF NEWFOUNDLAND AND LABRADOR NEWFOUNDLAND AND LABRADOR TEACHERS' ASSOCIATION ANNUAL PREMIUM RATE SETTING PROCESS**

- Clause 8
- (a) For current employees/retirees up to March 31, 2020, 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 for newly hired active employees after March 31, 2020 exceed 50% of the NLTA rate calculated under this schedule.
  - (b) For employees hired after March 31, 2020, the employer's share of the cost of post-employment NLTA group insurance premiums will be 40% 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 40% of the NLTA required premium rate. Conversely, where the Government required premium rate is less than the NLTA required premium rate, Government will contribute 40% of the Government required premium rate. Under no circumstances will the Government contribution to the post-employment NLTA group insurance premiums for the employees hired after March 31, 2020 exceed 40% of the NLTA rate calculated under this schedule.

## **SCHEDULE O MEMORANDUM OF UNDERSTANDING RE: PUBLIC HEALTH EMERGENCIES AND/OR PANDEMICS**

1. In the event of and during a pandemic and/or a declared public health emergency under the *Public Health Protection and Promotion Act*,
  - (a) Public Health precautions, measures and guidance, including requirements for the provision and use of Personal Protective Equipment (PPE), applicable to teachers and schools shall be of the same standard and provide an equivalent level of health and safety protection as those in place for health care facilities and other workplaces;
  - (b) a teacher who is directed not to attend at work because of a disease necessitating self-isolation or quarantine when the teacher has not contracted the disease themselves shall have the option to work remotely. The provisions of clause 2(a) to (e) of this Schedule shall apply for teachers assigned to work remotely in such circumstances;
  - (c) notwithstanding Clause 15.04 of this Agreement, teachers shall not be required to provide a medical certificate during a pandemic or a declared public health emergency under the *Public Health Protection and Promotion Act*;
  - (d) teachers identified as being at higher risk of complications, in accordance with Public Health recommendations, in the event of exposure to a disease necessitating self-isolation or quarantine shall have the option to work remotely. The provisions of clause 2(a) to (e) of this Schedule shall apply for teachers

assigned to work remotely in such circumstances. If the teacher's condition or circumstances prevent them from attending school in person and working remotely, the teacher shall be able to access sick leave and/or unpaid leave, in accordance with Articles 15 and 19 of this Agreement and in keeping with the provisions of this Schedule; and

- (e) if school administrators are required to be available for work during a non-teaching period for school planning and preparation purposes during or following a pandemic and/or a declared public health emergency under the *Public Health Protection and Promotion Act*, they shall be compensated on a prorated basis for all days worked in accordance with Schedule C of this Agreement. However, under no circumstances shall a school administrator be required to work more than 10 calendar days during a non-teaching period pursuant to this clause.

2. In the event of and during any suspension of in-school classes during a pandemic or declared public health emergency under the *Public Health Protection and Promotion Act*, if teachers are required to work and deliver instruction remotely:

- (a) teachers shall be able to choose the location(s) from which they will work remotely;
- (b) the School Board shall provide teachers with all professional learning, resources, electronic devices, software/programs, and technology supports required to effectively perform their duties remotely;
- (c) if a teacher is authorized to use their personal device(s), tools and/or technology to perform their duties remotely, the School Board shall compensate the teacher for any resulting loss of or damage to these personal device(s), tools and/or technology as long as the loss or damage did not result from the teacher's negligence;
- (d) teachers shall not be expected to assume any financial cost in relation to working remotely, including but not limited to any additional expenses resulting from required changes or enhancements to personal internet access subscription costs. Any such additional expenses/costs must be discussed with and approved by the School Board prior to being incurred;
- (e) teachers shall not be financially liable for any damage to or loss of School Board owned equipment, devices, tools or materials that occurs when working remotely as long as the damage or loss did not result from the teacher's negligence;
- (f) the School Board shall provide adequate software, protection, and/or measures to ensure the security and confidentiality of information and to protect teachers from inappropriate, abusive and/or harassing online conduct by others. Teachers shall not be liable or face disciplinary action for any breach of security or confidentiality which did not result from the teacher's negligence;
- (g) notwithstanding Clauses 17.01(a) and (c), 17.04 and 17.06 of this Agreement, teachers on maternity/adoption/parental leave may suspend their period of leave and return to work if teachers are required to work and deliver instruction remotely during any suspension of in-school classes due to a pandemic or declared public health emergency under the *Public Health Protection and Promotion Act*, and such periods of maternity/adoption/parental leave shall not be required to be continuous if/when the teacher resumes their leave; and,
- (h) if a suspension of in-school classes during a pandemic or declared public health emergency under the *Public Health Protection and Promotion Act* for any school(s) is in effect for more than 5 teaching days, substitute teachers for those schools, including teachers in part-time permanent or term positions who also substitute, shall receive pay for the duration of the suspension of in-school classes on a pro-rated basis based on their average days worked as a substitute over the previous three months, excluding any non-teaching periods (summer, Christmas and Easter breaks, etc.).

**LETTER #1 - ATTENDANCE AT MEETINGS**

**Renew**

**LETTER #2 - INSTRUCTION TIME**

**Renew**

**LETTER #3 -  
PENSIONABLE SERVICE DURING A LEGAL WORK STOPPAGE**

**Renew and reflect date of signing of new Agreement**

**LETTER #4 - EMERGENCY SUPPLY**

**Renew**

**LETTER #5 - INTERPRETATION OF ARTICLES 9 AND 13**

**Renew**

**LETTER #6 - LENGTH OF PRIMARY DAY**

**Renew with amendments**

April 17, 2019

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 D, 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 **Junior Kindergarten**, 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 Letter #2 - Instruction Time (p. 56) 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 #8 - MOVEMENT OF SPEECH LANGUAGE PATHOLOGISTS AND SCHOOL EDUCATIONAL PSYCHOLOGISTS**

### **Renew with amendments**

April 17, 2019

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

Dear Ms. Tuff:

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

Yours truly,

Chief Negotiator  
School Board Committee

## **LETTER #9 LETTER OF UNDERSTANDING 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 the signing of the Collective Agreement ("Newly Hired Employees")~~ **Eligible employees** shall receive post-employment employer cost sharing of NLTA group insurance premiums in accordance with **whether they were hired up to March 31, 2020, or hired after March 31, 2020 ("Newly Hired Employees")**, pursuant to clause 5 of this Letter of Understanding.
2. Former employees who are rehired subsequent to ~~the date of the signing of the Collective Agreement~~ **March 31, 2020** 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~~ **March 31, 2020**, who are hired subsequent to ~~the date of signing of the Collective Agreement~~ **March 31, 2020** 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 L of the Collective Agreement **and clause 5 of this Letter of Understanding.**
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 L of the Collective Agreement:~~

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

5. (a) For current employees/retirees up to March 31, 2020, the share of the cost of Post-Employment NLTA group insurance premiums shall be calculated as 50%–50% of the lowest required premium for the purpose of the rate setting process established in Schedule L of the Collective Agreement.
- (b) After March 31, 2020, the share of cost of Post-Employment NLTA group insurance premiums, for Newly Hired Employees that become pension eligible, shall be calculated as 60% (employee) - 40% (employer) of the lowest required premium for the purpose of the rate setting process established in Schedule L of the Collective Agreement.

## **LETTER #10 PENSION PLAN SAVINGS WITH CPP CHANGES**

The parties acknowledge that changes have been made to the Canada Pension Plan (CPP). These changes include equal increases in future contributions for both employees and Government. These changes are being phased in starting in 2019 and will be fully implemented in 2025.

The current provisions of the Teachers' Pension Plan (TPP) are integrated with the old CPP provisions. Without modifying the TPP, the contributions and benefits of the combined TPP and CPP would be greater than what was contemplated under pension reform.

As the sole members of the TPP Joint Sponsor Body, the parties agree to the following:

- To adjust the contributions and future benefits of the TPP to maintain the same level of benefits for the combined TPP and CPP, as contemplated under the Joint Sponsorship Agreement (JSA).
- The parties will bring this issue to the TPP Joint Sponsor Body with the intent to identify what adjustments can be made to the contributions and future benefits of the TPP to maintain the same level of benefits for the combined TPP and CPP as contemplated under the Joint Sponsorship Agreement (JSA). The parties will make every effort to bring this issue to the TPP Joint Sponsor Body by December 31, 2020.
- Contribution and benefit accrual changes only apply to future service. Past service benefits accrued will be maintained under the prior formula up until the changeover date.

