

Opening Proposals

# Labrador West Contract Negotiations

August 31, 2021

Between



**Newfoundland and Labrador  
Teachers' Association**



**Newfoundland and Labrador  
School Boards Association**



**Her Majesty the Queen in Right of  
Newfoundland and Labrador**

1890

## Summary of Opened Articles

(✘ opening proposals included in package)

Article	Opened by NLTA	Opened by Employer
1	Definitions	✘
3	Effective Date	✘
6	Teacher Certification	✘
7	Teacher Files	✘
9	Scope	✘
10	Application of the Agreement	✘
12	Deductions	✘
15	School Board-Teacher Liaison Committee	✘
16	Length of the School Year	✘
17	Workload	✘
18	Class Size	✘
19	Student-Teacher Excursions	✘
20	Administration of Medication and Health Support Procedures	✘
21	Status of the President of the Labrador West Branch of the Association	✘
23	Salaries	✘
24	Vehicle Usage	✘
26	Travel	✘
27	Sick Leave	✘
28	Maternity/Adoption/Parental Leave	✘
29	Leaves in General	✘
30	Leaves Without Pay	✘
32	Personal Insurance	✘
33	Severance Pay	✘
34	Injury on Duty	✘
35	Loss of Damage to Teachers' Personal Property or Equipment	✘
37	Summer School Bursaries	✘
38	Teacher Evaluation	✘
40	Contracts	✘
41	Probationary Period and Tenure	✘
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43	Positions of Administrative Responsibility	✘
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46	Substitute Teachers	✘
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**General Comments:**

- Gender Neutral Language is required throughout the Collective Agreement.
- Notwithstanding the above, the Employer reserves the right to table additional proposals at a later date.

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

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

## Opening Proposals

### ARTICLE 1 - DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (d) ~~“Domicile” means the place where that person has his or her true, fixed and permanent home and principle establishment, and to which, whenever the teacher is absent, he/she has the intention of returning;~~
- (e)(f) “Layoff” means the termination of the teacher’s contract in accordance with Article 47 because the teacher’s position has become redundant and no alternate position with the School Board is available to **the teacher** ~~him or her~~;
- (k)(l) “Seniority” herein shall be determined on the basis of the following criteria:
  - (v) 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.
  - (vi) Notwithstanding Clause 1.01 ~~(k)~~(v), in determining the relative seniority of teachers working in teaching and learning assistant positions, for the purpose of reassignment and layoff, calculation of seniority shall be done as at ~~April~~ **May** 28 in the school year at the end of which reassignment and/or layoff is to be effective.

### ARTICLE 3 - EFFECTIVE PERIOD

- 3.01 This Agreement shall be effective from the date of signing, unless specifically provided otherwise, for the term ending on August 31, 2020~~4~~ and shall be automatically renewed thereafter for successive periods of one (1) year unless either party gives written notice to the other party not later than the termination date of its intention to negotiate a renewal.
- 3.01 This Agreement shall be effective from the date of signing, unless specifically provided otherwise, for the term ending on August 31, 2020 **2022** and shall be automatically renewed thereafter for successive periods of one (1) year unless either party gives written notice to the other party not later than the termination date of its intention to negotiate a renewal.

### ARTICLE 6 - TEACHER CERTIFICATION

- 6.03 (b) Notwithstanding Clause 6.03 (a), upon obtaining such higher qualifications teachers are responsible for making application and providing all required documentation to the Registrar of Teachers ~~Certification~~ within ninety (90) calendar days of having obtained the higher qualification. If the teacher fails to do so within this time limit the retroactive application of certificate change shall be to the first day of the month in which the teacher made application and provided all required documentation. This clause does not apply in cases of demonstrated clerical error or in extenuating circumstances as determined at the discretion of the Registrar.
- (c) Subject to retroactivity being conditional upon the teacher’s responsibility as set out in Clause 6.03(b), upon approval by the Registrar of 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 6.03(b).

### ARTICLE 7 - TEACHER FILES

- 7.02 A teacher shall be permitted to view ~~their~~ **his/her** own file at any reasonable time during normal working office hours and may be accompanied by a representative of the Association.

## ARTICLE 9 - SCOPE

9.03 Where, in the context of the Agreement, it is required, personal pronouns shall be understood to include **any gender identity both masculine and feminine**, and the singular shall include the plural.

## ARTICLE 10 - APPLICATION OF THE AGREEMENT

10.02 In addition to the responsibilities that may be provided elsewhere in this Agreement during the term of this Agreement, the following shall be observed:

- (a) There shall be no strike, work stoppage, picketing, concerted slow down, interruption, **or** impendance of work. No officer or representative of the Newfoundland and Labrador Teachers' Association or of the Labrador West Branch of the Newfoundland and Labrador Teachers' Association, shall authorize, instigate, aid or condone any such activities. No employees shall participate in such activities.
- (b) The Newfoundland and Labrador Teachers' Association or the Labrador West Branch of the Newfoundland and Labrador Teachers' Association shall not involve any employees of the boards, through strike, work stoppage, picketing, concerted slow down, interruption or impendance of work, or the board themselves, in any dispute which may arise between any other employer and **their his/her** employees.

## ARTICLE 12 - DEDUCTIONS

12.06 The boards shall deduct other amounts such as **financial institution Newfoundland and Labrador Credit Union Limited** amounts, insurance premiums, from the regular pay of teachers when authorized to do so by the teacher and shall remit such amounts not later than the 5th day of the succeeding pay period together with a list showing the name of each teacher and the amount deducted.

## ARTICLE 15 - SCHOOL BOARD-TEACHER LIAISON COMMITTEE

15.02 Each appointee to the Committee shall serve for twenty-four (24) months unless replaced by the party appointing **them him/her**.

## ARTICLE 16 - LENGTH OF THE SCHOOL YEAR

- 16.01 (a) (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of ~~183~~ actual teaching days, three (3) paid holidays, **and 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.
- 16.02 Nothing in this Article shall adversely affect the leave to which a teacher may be entitled under the provisions of this Agreement or days in which **the teacher he/she** is deemed to have kept school under Section 32 of the Schools Act, 1997.

## ARTICLE 17 - WORKLOAD

- 17.05 (d) **Notwithstanding Clause 17.05 (a), no teacher shall be required to supervise students during the lunch period.**
- 17.09 (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 E, 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 E, 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 17.09(c)(i) and Schedule E, 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.

- 17.10 (a) All schools shall be provided with all required teacher and student resources prior to the commencement of the school year.
- (b) Notwithstanding Clause 17.10 (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 18 - CLASS SIZE

18.01 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.~~

18.02 (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.

18.03 (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

18.04 Subject to Clauses 18.01, 18.02 and 18.03, the number of students in laboratory, workshop, computer and technology classes shall not exceed the number of fully equipped student work stations provided.

18.05 (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 . . . . . 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.).

18.06 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 19 - STUDENT-TEACHER EXCURSIONS

- 19.01 When a teacher wishes to accompany a student group or team, that teacher shall apply to the School Board for written authorization to be absent from ~~their~~ ~~his or her~~ normal place of employment for the duration of the excursion.
- 19.03 Where necessary, a substitute teacher ~~shall may~~ be hired to teach any students remaining in the school who would normally be the responsibility of the teacher granted authorization under Clause 19.01.

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

- 20.01 ~~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 policies shall be available to all teachers.~~
- 20.02 (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.

20.03 Subject to Clauses 20.01 and 20.02, 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 21 - STATUS OF THE PRESIDENT OF THE LABRADOR WEST BRANCH OF THE ASSOCIATION**

21.02 The President of the Branch shall have access to the schools during the time off, having first notified the appropriate Director, or ~~their his/her~~ designate. In no event shall such visits disrupt or interfere with teaching schedules or school functions.

## **ARTICLE 23 - SALARIES**

23.01 (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.**

23.05 (a) For the purpose of Clause 23.04(a), ~~any time anytime~~ a teacher is under full pay in accordance with Schedule A or B or as a licensed teacher, shall be counted as hours of service.

23.06 In computing years of service in accordance with Clauses 23.03 and 23.04, the teachers shall be credited with:

(g) Service accumulated before or after this Article comes into force in the specialized areas of employment ~~in of~~ speech pathology, educational psychology, hearing and visual impairments, where the job involved working with school aged children to improve learning performance, and where the teacher's present position involves the same kind of professional activity with students.

(h) Notwithstanding (a) to (g) above, teachers with prior service are responsible for providing the required documentation to the Registrar of Teachers ~~Certification~~ within ninety (90) calendar days of becoming employed with a School Board. If the teacher fails to do so within this time limit the retroactive application of prior service shall be to the first day of the month in which the teacher provided the required documentation. This clause does not apply in cases of demonstrated clerical error or in extenuating circumstances as determined at the discretion of the Registrar.

## **ARTICLE 24 - VEHICLE USAGE**

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

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

## **ARTICLE 26 - TRAVEL**

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

(b) (i) "vehicular traffic" applies to vehicles where the ownership is registered in the name of the teacher or a member of ~~their his/her~~ family or;

26.04 (a) The payment of the equivalent of return air fare for a teacher and ~~their his/her~~ immediate family will be the responsibility of the Board.

(c) A teacher shall be eligible for full travel allowance on the completion of more than 97.5 teaching days in a school year. The travel allowance shall be paid on the following basis:



- (iv) Replacement and substitute teachers who teach in excess of 97.5 teaching days shall receive one-way travel benefit provided that the teacher has fulfilled the terms of **their his/her** contract with the Board.
- (e) Travel allowance shall apply only in the event that a teacher and that teacher's immediate family do not have available to them an equivalent allowance from another source. In that event, the Board is relieved of any obligations under Clause 26.03. Should a teacher and **their his/her** immediate family be the recipient of travel allowance less than that provided herein, the amount the Board shall pay shall be reduced accordingly. Teachers may be required to complete a Declaration of Entitlement before receipt of a travel allowance.
- (f) Where it is determined that a false Declaration of Entitlement has been made, the teacher shall be responsible for any monies improperly paid to **them him/her** on the basis of the said declaration. Should the teacher fail to meet this responsibility, the Board may deduct the amount of overpayment from any monies accrued or accruing to the credit of the teacher.

## ARTICLE 27 - SICK LEAVE

- 27.01 A teacher is eligible for sick leave with pay when that teacher is unable to perform **his/her** duties because of illness, injury or other disability, provided that teacher has accumulated the necessary sick leave credits and provided that teacher has complied with the other requirements of this Article.
- 27.02 (a) A teacher, ~~who has teaching experience in the province prior to September 1, 2006,~~ shall be entitled to paid sick leave according to the following scale:
- |                         |          |
|-------------------------|----------|
| First year of service   | 18 days  |
| Second year of service  | 36 days  |
| Third year of service   | 60 days  |
| Fourth year of service  | 89 days  |
| Fifth year of service   | 117 days |
| Sixth year of service   | 146 days |
| Seventh year of service | 157 days |
| Eighth year of service  | 168 days |
| Ninth year of service   | 179 days |
| Thereafter              | 195 days |
- (b) ~~Notwithstanding Clause 27.02 (a), effective September 1, 2006, a teacher who has no previous teaching experience in the Province is entitled to accrue sick leave at the rate of twelve (12) days per year of service.~~
- (c) ~~Effective September 1, 2006, the maximum number of days of sick leave which may be awarded to a teacher who has no previous teaching experience in the province during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.~~
- (d) ~~Effective September 1, 2006, a teacher who has no previous teaching experience in the \_\_\_\_\_ Province may anticipate sick leave to the end of the period of the teacher's contract of \_\_\_\_\_ employment or to the end of the year concerned, whichever is the shorter period.~~
- (e)(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.
- 27.03 (a) The maximum amount of sick leave to which a teacher, ~~who has teaching experience in the province prior to September 1, 2006,~~ may be entitled at any time shall be calculated by working back for the past four (4) years and deducting any days used during that four (4) year period, except that a teacher with nine (9) or more years of teaching service who uses all sick leave days shall be entitled to the following number of days sick leave credit during each of the following **four** (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.
- 27.04 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.
- 27.07 A teacher who develops a major illness shall be entitled to the benefits covered by this Article where:
- the teacher** ~~he/she~~ is undergoing full-time training as a teacher at a university; and
  - the teacher** ~~he/she~~ holds a teachers' ~~ing~~ certificate or license; and
  - the teacher** ~~he/she~~ has immediately before commencing such training served as a teacher for a period of not less than one (1) year; and
  - illness requires **the teacher** ~~him/her~~ to withdraw from university without commencing or completing a ~~his/her~~ semester's work.
- 27.10 (a) For the purpose of Clause 27.02, ~~for a teacher who has teaching experience in the province prior to September 1, 2006,~~ ninety-seven and one-half (97.5) teaching days in any academic year shall constitute a year of service.
- (b) For the purpose of Clause 27.02, in computing additional years of service ~~for a teacher who has teaching experience in the province prior to September 1, 2006,~~ the total days of service accumulated during years of less than ninety-seven and one-half (97.5) days shall be divided by the number of days in a school year as prescribed in Article 16 (Length of the School Year). This subtotal shall be added to the subtotal determined by Clause 27.10 and one-half (½) year or more shall be counted as a year, but a fraction of less than one-half (½) shall not be counted.
- (c) ~~For the purposes of Clause 27.02, effective September 1, 2006, a teacher who has no previous teaching experience in the province shall be awarded sick leave on a prorata basis during an academic year in which the teacher accumulates less than 195 days service. Such sick leave to be rounded to the nearest half day.~~

## ARTICLE 28 - MATERNITY/ADOPTION/PARENTAL LEAVE

- 28.01 (d) **Notwithstanding Clause 28.01(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.**
- 28.08 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 29 - LEAVES IN GENERAL

### A. Compassionate Leave

- 29.01 A teacher shall be entitled to leave not exceeding three (3) days with pay in the case of the death of that teacher's mother, father, or legal guardian, ~~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. In the context of this Agreement, parent, brother, sister shall include step relatives. Where extensive travel is involved or where extraordinary circumstances prevail, the School Board ~~shall~~ **may** extend the leave up to an additional two (2) days.
- ~~29.02 A teacher shall be entitled to leave not exceeding one (1) day with pay in the case of the death of his/her brother-in-law or sister-in-law.~~
- 29.023 (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 child 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.
- 29.03 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

- 29.04 (b) A School Board may grant leave with pay to a teacher:
- (i) to attend meetings of Departmental Educational Committees to which ~~they he/she have~~ **has** been appointed by the Minister; or

### C. Other Paid Leave

- 29.08 (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.
- 29.10 A School Board shall grant leave with pay to a teacher required to serve on jury duty or duty as a witness in any court to which that teacher has been summoned, in any proceedings to which that teacher is not a party, or one of the persons charged. The board shall be reimbursed by the teacher for any fees ~~he/she receiveds~~ for any such duties.
- 29.12 A School Board shall grant to a teacher up to two (2) full days leave with pay to attend pre-retirement sessions organized by the Newfoundland and Labrador Teachers' Association or by a government department. A teacher may avail of the two (2) days leave under this Article only once in ~~their his/her~~ career.
- 29.14 (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 29.14(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 29.14 (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 30 - LEAVES WITHOUT PAY

- 30.03 (a) Subject to Articles 47 and 17 **and Clause 30.02**, 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.**
- 30.05 (a) Whenever possible, a teacher employed by a School Board shall be granted educational leave without pay for not less than one (1) school year and on that teacher's return shall, subject to Articles 47 and 17, be given a comparable position in the same school unless it is mutually agreed between the teacher and the School Board that **they he/she** return to a particular position.
- (b) A teacher employed by a School Board may be granted educational leave without pay for a period of less than one (1) school year and on that teacher's return shall, subject to Article 47, be given a comparable position in the same school unless it is mutually agreed between the teacher and the School Board that **they he/she** return to a particular position.
- 30.11 Subject to Article 47 and Clause 30.03, upon request, a teacher shall be granted leave without pay for a period of up to thirty-nine (39) weeks while school is in session for the purpose of providing care or support for **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 32 - PERSONAL INSURANCE

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

## ARTICLE 33 - SEVERANCE PAY

- 33.01 (a) (i) A teacher who has one (1) or more years of continuous service as a teacher in the province as of March 31, 2018 is entitled to be paid severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment as a teacher in the province by two percent (2%) of **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: (1) on approved leave; (2) where the teacher leaves the employment of a board to further **their his/her** education as a teacher and returns to a board on the commencement of the next school year after the completion of said education; or (3) where the teacher teaches at least twenty (20) days in any school year. The twenty (20) days will be effective as of the beginning of a teacher's career and will apply to those teachers who leave the employ of a School Board subject to Clause 33.01(a) or Clause 33.02 on or after September 1, 1982.
- 33.02 A teacher who has resigned or retired may be re-employed if that teacher has been out of service as a teacher for a number of teaching days which is not less than the number of teaching days represented by the severance pay **he/she** received pursuant to Clause 33.01 **above**, or if that teacher refunds the appropriate proportionate part of such severance pay.
- 33.03 The severance pay which a teacher shall be paid for **the his/her** total period of employment as a teacher and/or in the

employment of the public service shall not exceed the maximum specified in Clause 33.01.

## ARTICLE 34 - INJURY ON DUTY

- 34.02 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~~ **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~~ **their his or her** employment shall be terminated, subject to the Human Rights Act.
- 34.03 A teacher who is unable to perform ~~their his/her~~ **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 35 - LOSS OF DAMAGE TO TEACHERS' PERSONAL PROPERTY OR EQUIPMENT

- 35.01 (a) Subject to Clauses 35.01(b) and 35.01(c), where a teacher in the performance of ~~their his/her~~ **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 ~~three hundred and twenty five dollars (\$325)~~ **seven hundred and fifty dollars (\$750)**.
- (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~~ **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~~ **their his/her** possession during the normal performance of ~~their his/her~~ **their his/her** duty.
- 35.02 (a) When a teacher ~~uses is authorized in writing by the School Board to use~~ **uses** ~~their his/her~~ **their his/her** own tools, equipment or other materials in the performance of ~~their his/her~~ **their his/her** duties, the School Board shall compensate that teacher for any loss or damage to these tools, equipment or materials provided that loss or damage did not result from the teacher's negligence.
- (b) All incidents of loss suffered by a teacher shall be reported in writing by the teacher to the Director or ~~their his/her~~ **their his/her** designate within five (5) working days of the discovery of the incident.

## ARTICLE 37 - SUMMER SCHOOL BURSARIES

- 37.01 Upon application to the Board, a teacher(s) may be granted, at the discretion of the Board, financial assistance in the amount of seven hundred dollars (\$700) to further ~~their his/her~~ **their his/her** professional development by attending summer school.

## ARTICLE 38 - TEACHER EVALUATION

- 38.02 (a) Subject to **Clause** 38.02(b), all evaluations, both formative and summative, shall be conducted openly and with the knowledge of the teacher(s) and the teacher(s) shall be informed as to which type of evaluation is being conducted.

## ARTICLE 40 - CONTRACTS

### B. Term Contracts

- 40.04 Unless it is terminated in accordance with Article ~~47 or 48 or 47~~, a term contract shall continue in force:

### C. Probationary Contracts

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

## D. Continuing Contracts

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

## ARTICLE 41 - PROBATIONARY PERIOD AND TENURE

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

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

Probationary Period for teaching and learning assistants: Period of not more than two (2) continuous years of service in the case of a non-tenured teaching and learning assistant and not more than one (1) year for a previously tenured teaching and learning assistant.

41.05 A year's probation shall be deemed to have been served at the end of the school year where a teacher has come on staff after the beginning of the school year and remains on staff for the balance of the school year provided that ~~they he/she~~ **have has** taught for ninety-six (96) teaching days. A teacher who comes on staff after the beginning of the school year and who does not teach for ninety-six (96) teaching days shall be deemed to have completed a year's probation at the end of the subsequent school year, unless the Board waives all or part of that period.

41.06 A teacher who "leaves the employ of a ~~his/her~~ School Board" at the end of that teacher's probationary period shall be advised in writing by that School Board as to whether or not the probationary period has been satisfactorily completed.

41.08 (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.

41.11 A year's probation shall be deemed to have been served at the end of the school year where a teaching and learning assistant has come on staff after the beginning of the school year and remains on staff for the balance of the school year provided that ~~they he/she~~ **have has** been in attendance for ninety-six (96) teaching days. A teaching and learning assistant who comes on staff after the beginning of the school year and who is not in attendance for ninety-six (96) teaching days shall be deemed to have completed a year's probation at the end of the subsequent school year, unless the Board waives all or part of that period.

## ARTICLE 42 - PROMOTION AND HIRING OF TEACHERS

### A. Advertising

42.02 Notwithstanding Clause 42.01, substitute and replacement positions that are **known to be** more than one (1) month's duration shall be posted according to procedures outlined in Clause 42.01.

**42.03 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.**

### B. Selection and Hiring

42.043 (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 42.03(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 42.**

42.054 In selection of teachers for positions of additional responsibility, the Boards will give preference to applicants already in the employment of the Board who are qualified, ~~and experienced and suitable~~.

42.065 In filling vacant teaching positions in accordance with Clause 42.034, the School Boards shall:

- (a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing teacher contract. When filling permanent positions only, if more than one such teacher makes a request for the same permanent teaching position, all of whom are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 1.01(k).
- (b) subject to Clause 42.056(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 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 1.01(k).**

42.1099 No person shall be employed or retained in a position to which this Collective Agreement applies, unless ~~they he/she~~ **is** and continues to be the holder of a valid teaching certificate issued by the Province of Newfoundland and Labrador and satisfies the requirements of this Article.

42.1312 In filling vacant teaching and learning assistant positions in accordance with Clause 42.034, 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 positions only, if more than one such teacher makes a request for the same permanent teaching and learning 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 1.01(k).**
- (b) subject to Clause 42.4213(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 1.01(k).**

42.15 (a) **The School Board shall make every effort to staff schools with full-time teaching positions.**

- (b) **Notwithstanding Clause 42.15(a), there shall be no part-time teaching positions of less than fifty percent (50%).**

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

43.03 A teacher who, prior to appointment to one of the positions referred to in Clause 43.01, had tenure as a teacher with the School Board, and who does not successfully complete the probationary period prescribed by Clause 43.01 shall retain tenure as a teacher and be entitled to return to ~~the his/her~~ former position with that School Board, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.

43.04 A teacher who, prior to appointment to one of the positions referred to in Clause 43.01, had tenure as a teacher with the School Board, and who has successfully completed ~~the his/her~~ probationary period prescribed in Clause 43.01, shall retain tenure as a teacher and be entitled to return to ~~the his or her~~ former position with that School Board, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.

43.05 (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 43.05(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 43.05(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 44 - TRANSFER OF TEACHERS

- 44.01 A teacher shall not be transferred from one community to another without ~~their~~ ~~his/her~~ consent.
- 44.03 Transfer of teachers to a comparable position within a community shall be as follows: Where more than one (1) teacher, teaching the same grade, wishes to accept the transfer, the teacher having the greatest length of service with the board shall be transferred. Where none of the teachers in the same grade and/or school who is qualified ~~and suitable~~, consents to the transfer, the teacher with the least amount of service shall be transferred.

## ARTICLE 45 - TEACHER EXCHANGE AND SECONDMENT

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

- 45.03 (b) The teacher in question 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 day 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 46 - SUBSTITUTE TEACHERS

- 46.04 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/her~~ services are not required.
- 46.06 (b) Substitute teachers shall be paid for sick leave approved in accordance with the Collective Agreement subject to the following conditions:
- (i) ~~the substitute teacher is under contract with a School Board or the Department of Education for a period of fifty (50) consecutive days or more during the school year, or a substitute teacher accumulates fifty (50) days for substitute teaching service during the school year;~~
- (v) ~~substitute teachers who accumulate fifty (50) days of teaching service through a series of short term contracts will be paid for sick leave days certified by the School Board(s) retroactive to the date the teacher first commenced employment in the school year. After fifty (50) days, sick leave benefits will be paid as claims are submitted by the School Board(s).~~
- (vi) ~~Effective September 1, 2006, substitute teachers with no previous teaching experience in the province who qualify for sick leave in accordance with this clause will be awarded sick leave in with Clauses 27.02(b), 27.02(c), 27.02(d) and 27.10(e).~~
- 46.08 (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 46.08(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 47 - LAYOFFS

- 47.01 For the purpose of this Agreement, "layoff" means the interruption of a teacher's contract because ~~their~~ ~~his/her~~ position has become redundant and the board is unable to place ~~the teacher~~ ~~him/her~~ in an alternate position for which ~~they he/she are~~ is qualified ~~and suitable~~.
- 47.08 (b) (i) It shall be the responsibility of a teacher on layoff to keep the Board informed of ~~their~~ ~~his/her~~ current address, phone number and employment status including their interest and availability to fill positions that become vacant on or after September 1.



- 47.09 (b) (i) It shall be the responsibility of the teaching and learning assistant on layoff to keep the Board informed of ~~their his/her~~ current address, phone number and employment status including their interest and availability to fill teaching and learning positions that become vacant on or after September 1.
- 47.11 (a) Any teacher who is to be laid off shall be notified in writing as soon as possible and in any case before the 7th of ~~April May~~ of ~~the his/her~~ current contract year.
- (b) Notwithstanding Clause 47.11(a), any teacher working in a teaching and learning assistant position who is to be laid off shall be notified in writing as soon as possible and in any event on or before the 28th of ~~April May~~ of ~~the his/her~~ current contract year.
- 47.12 (a) When a teacher is notified of a layoff after the 7th day of ~~April May~~ of ~~the his/her~~ current year, the layoff shall not become effective until the end of the his/her subsequent contract year.
- (b) Notwithstanding Clause 47.12(a) when a teacher working in a teaching and learning assistant position is notified of a layoff after the 28th day of ~~April May~~ of ~~the his/her~~ current contract year, the layoff shall not become effective until the end of ~~the his/her~~ subsequent contract year.
- 47.20 (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 48 - TERMINATION OF CONTRACTS

### A. By the Board

- 48.01 Subject to Clause 49.01, a contract of employment made between a Board and a teacher may be terminated by a Board:
- (b) By giving two (2) months' notice in writing (one (1) day's pay for each day notice is not given, not to exceed twenty (20) days), provided the reason(s) is stated in writing by the Board, and the contract is a probationary contract. When a board terminates the probationary contract of a teacher, the director shall review and discuss with the teacher the reason(s) for the termination of the contract. The termination of a probationary contract for reasons of incompetency ~~or unsuitability~~ will not be subject to the grievance procedure. However, a probationary teacher shall have the right to grieve as to whether or not the applicable notice (or pay in lieu of notice) was given.

## ARTICLE 49 - DISCIPLINARY ACTION

- 49.03 (a) A copy of any document placed on a teacher's personal file, which might at any time be used against a teacher in any case of suspension, dismissal or disciplinary action, shall be supplied concurrently to the teacher. Before any such document is entered in the teacher's personal file, it shall be signed by the teacher for the sole purpose of certifying that it has been examined. If the teacher refuses to sign, the document shall be entered in the personal file with the notification that the teacher has refused to sign. A teacher shall be provided an opportunity to submit a written explanation as to why ~~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 ~~t~~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.
- 49.04 (b) Any written explanation provided by teachers in accordance with Clause 49.03 shall be removed from the teacher's personal file and disregarded after the expiration of two (2) years provided there has not been a

recurrence of a similar incident during that time, in which case it shall be removed two (2) years after the recurrence.

- 49.05 (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 the teacher should be removed from **their his/her** current assignment on an interim basis, the teacher shall not lose pay or benefits.
- (b) **Notwithstanding Clause 49.05(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 50 - GRIEVANCE PROCEDURE

- 50.02 A teacher may file a grievance in the manner prescribed herein on the teacher's own behalf or on behalf of **the teacher himself/herself** and one (1) or more teachers. In the latter case, the other teachers shall affix their signature to the written grievance.
- 50.03 A teacher or group of teachers who allege to have a grievance shall submit the grievance in writing to the ~~Assistant Director of Education for Human Resources, or the Directeur général adjoint (Finances et Administration), with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador~~ within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the alleged grievance stating the precise nature of the grievance and the Article and Clause of the Agreement over which the grievance arises.
- 50.04 Where a grievance has been filed in accordance with Clause 50.03, the ~~Assistant Director of Education, or the Directeur général adjoint, together with such other representatives of the School Board as may be deemed necessary,~~ shall within fifteen (15) calendar days after receipt of the grievance, meet with the aggrieved teacher or groups of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied at this meeting by representatives of the Newfoundland and Labrador Teachers' Association and/or the Labrador West Branch of the Association. It is understood that members of the bargaining unit cannot be required to act as School Board representatives. Such members, however, may attend with the consent of both parties.
- 50.05 The ~~Assistant Director of Education, or the Directeur général adjoint~~ shall, within five (5) calendar days after the meeting referred to in Clause 50.04, transmit in writing **the his/her** decision on the grievance to the aggrieved teacher or group of teachers. In all grievances, the ~~Assistant Director of Education, or the Directeur général adjoint~~ shall forward a copy of **the his/her** reply to the Association.
- 50.06 If the decision of the ~~Assistant Director of Education, or the Directeur général adjoint~~ does not result in the settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the **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 the receipt of the decision rendered in accordance with Clause 50.05.
- 50.07 The **Chairperson of the School Board** ~~Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador~~ shall, within ten (10) calendar days of **the his/her** receipt of the grievance, transmit in writing **the his/her** decision of the grievance to the aggrieved teacher or group of teachers. In all grievances, the **Chairperson of the School Board** ~~Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador~~ shall forward a copy of **the his/her** reply to the Association.
- 50.08 If the decision of the **Chairperson of the School Board** ~~Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador~~ does not result in a settlement of the grievance, the teacher

or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with the procedure set forth hereunder, Article 51 – ~~Arbitration~~.

- 50.09 A teacher or group of teachers who have a grievance over a matter which is within the scope of authority of the Department of Education **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.
- 50.10 Where a grievance has been filed in accordance with Clause 50.09, 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.
- 50.11 The decision of the Divisional Head, **Director or Assistant Deputy Minister** referred to in Clause 50.09, shall be transmitted in writing to the aggrieved teacher or group of teachers within five (5) calendar days from the date of the meeting referred to in Clause 50.10. In all grievances, the Divisional Head, **Director or Assistant Deputy Minister** shall forward a copy of the reply to the Association.
- 50.12 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 50.11.
- 50.13 Where a grievance has been filed with the Deputy Minister ~~of Education~~, the decision of the Deputy Minister shall be transmitted in writing to the aggrieved teacher or group of teachers within ten (10) calendar days after receipt of the grievance under Clause 50.12. In all grievances, the Deputy Minister shall forward a copy of the reply to the Association.
- 50.14 If the decision of the Deputy Minister ~~of Education~~ does not result in settlement of the grievance, the aggrieved teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with Article 51.

## ARTICLE 53 - DISTRIBUTION OF WORK

- 53.01 This Agreement recognizes the classifications which include, but shall not be limited to:
- (v) ~~school guidance~~ **school guidance** counsellor;
  - (vi) other teachers allocated under the **Teacher Allocation Model and/or other relevant Government policy** ~~teachers' salary regulations~~;

## 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:
- (ii) the full-time teacher retires, is declared redundant, or has **their his/her** contract terminated in accordance with Article 48.

## ARTICLE 55 - EMPLOYEE ASSISTANCE PROGRAM

- 55.02 Government will fund the salary and appropriate administrative costs of ~~two (2)~~ **three (3)** Employee Assistance Program Coordinators.
- 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 - ALLOWANCES

- 56.01 The allowances for principals and vice-principals, program specialists, department heads, ~~school guidance~~ **school educational** counsellors, ~~school educational~~ **speech language pathologists**, specialist teachers under Clause 56.07(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 A.
- 56.02 The allowance provided for every department head shall only be paid if:
- (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
- 56.03 Allowances provided to ~~school guidance~~ **school educational** counsellors shall be based on the number of classrooms in the school to which the ~~school guidance~~ **school educational** 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~~ **school educational** counsellor has direct responsibility.
- 56.04 (a) An allowance paid to a principal, vice-principal, program specialist, ~~school educational~~ **school guidance** psychologist or ~~school guidance~~ **school educational** 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.
- 56.06 (b) A ~~school guidance~~ **school educational** counsellor who is a part-time teacher shall be paid a bonus in accordance with Schedule F of this Agreement.
- (c) A ~~school educational~~ **school guidance** psychologist who is a part-time teacher shall be paid an allowance in accordance with Schedule F of this Agreement.

## ARTICLE 57 - DEFERRED SALARY LEAVE PLAN

### 57.03 Payment Formula and Leave of Absence

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

- (a) (i) During each school year in which the teacher has participated in the plan prior to the one year leave of absence, up to a maximum of four (4) such school years (depending upon whether the teacher selects the three, four or five year option) the teacher will receive two-thirds (2/3), three-quarters (3/4) or four-fifths (4/5) of ~~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) 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. 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.

### 57.04 Terms of Reference

- (d) Teachers who have their contracts terminated in accordance with Article 48 or who are laid off in accordance with Article 47 will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned; repayment shall be made within sixty (60) days of withdrawal from the plan.
- (e) (ii) Notwithstanding (i) above, for those teachers who enrolled in the plan prior to the signing date of this Agreement, the teacher shall continue to pay pension premiums based upon the option previously selected. Those teachers shall receive pension credits for each year enrolled ~~in on~~ the plan, including the year of leave. Where applicable, the payment of pension benefits shall be based upon the salary the

teacher would have received had the teacher not been enrolled in the plan, including the year of leave.

- (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 58 - RELOCATION EXPENSES

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

- (a) A teacher who sells ~~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~~ 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:
  - (iii) Claims for items (i) and (ii) of ~~sub~~-Clause 58.01(c) are to be accompanied by receipts or other satisfactory proof of purchase.

## ARTICLE 59 - HARASSMENT

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

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or a series of incidents, however minor. **A person of any gender identity** ~~Both males and females~~ may be a victims. Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, and may be based on race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion or Association status.

## ARTICLE 61 - REDUNDANCY PROVISIONS

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

- 61.04 (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 56.07(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 56.02.

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

- 62.02 Teachers employed as teaching and learning assistants shall have the same rights and benefits as other teachers as members of the Teachers' Pension Plan.
- 62.03 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.

### **SCHEDULE A1**

Annual Salary Scale, September 1, 2020~~16~~ - August 31, 2024~~0~~

*To amend with annual increases of 4%, 3%, 3%, 2%*

*There is also a proposal to remove the first step on the salary grid and add an additional step at the end. These proposals are the same as for the Provincial Collective Agreement.*

**Addendum 1**  
**SCHEDULE A2**  
**ALLOWANCES PER ANNUM**

	September 1, 2020 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	<b>5687.04</b>	<b>5857.65</b>	<b>6033.38</b>	<b>6154.05</b>
Per Classroom:				
First 15	<b>843.78</b>	<b>869.09</b>	<b>895.17</b>	<b>913.07</b>
Thereafter	<b>773.5</b>	<b>796.71</b>	<b>820.61</b>	<b>837.02</b>
Vice Principals to receive an allowance equal to one-half that paid to the principal in eligible schools.				
Program Specialists:For each room up to 12	<b>739.55</b>	<b>761.74</b>	<b>784.59</b>	<b>800.28</b>
Each of the next 12 rooms	<b>369.83</b>	<b>380.92</b>	<b>392.35</b>	<b>400.20</b>
Each of the next 12 rooms	<b>184.81</b>	<b>190.35</b>	<b>196.06</b>	<b>199.99</b>
<b>School Educational Psychologists &amp; Speech Language Pathologists:</b>	<b>457.38</b>	<b>471.10</b>	<b>485.23</b>	<b>494.94</b>
For each room up to 12	<b>228.73</b>	<b>235.59</b>	<b>242.66</b>	<b>247.51</b>
Each of the next 12 rooms	<b>114.28</b>	<b>117.71</b>	<b>121.24</b>	<b>123.66</b>
Each of the next 12 rooms				
<b>School Guidance Counselors</b>				
For each room up to 12	<b>457.38</b>	<b>471.10</b>	<b>485.23</b>	<b>494.94</b>
Each of the next 12 rooms	<b>228.72</b>	<b>235.58</b>	<b>242.65</b>	<b>247.50</b>
Each of the next 12 rooms	<b>114.28</b>	<b>117.71</b>	<b>121.24</b>	<b>123.66</b>
Sole Charge Teachers:				
Number of Grades				
1 to 3	<b>3088.51</b>	<b>3181.17</b>	<b>3276.60</b>	<b>3342.13</b>
4 to 6	<b>3604.51</b>	<b>3712.65</b>	<b>3824.02</b>	<b>3900.51</b>
7 or more	<b>4293.83</b>	<b>4422.64</b>	<b>4555.32</b>	<b>4646.43</b>
Specialist Teachers, as defined under Clause 50.07(a)	<b>4574.00</b>	<b>4711.22</b>	<b>4852.56</b>	<b>4949.61</b>
<b>Itinerant Teachers for the Blind and Visually Impaired</b>				
<b>Itinerant Teachers for the Deaf and Hard of Hearing</b>				
Department Heads	<b>3811.54</b>	<b>3925.89</b>	<b>4043.66</b>	<b>4124.54</b>

Note:

- (1) For the purpose of this schedule, a classroom is defined as a unit consisting of ~~25~~ **35** students **or any fraction thereof**.
- (2) With respect to the procedure for allocating bonuses and responsibility allowances, present practice shall continue during the term of this Agreement.
- (3) The existing differential will be added to the allowances for Principals and Vice-Principals.

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

## SCHEDULE B

Annual Salary Scale for Short -Term Substitution, September 1, 2020~~16~~ - August 31, 2024~~0~~

*To amend with annual increases of 4%, 3%, 3%, 2%*

*There is also a proposal to remove the first step on the salary grid and add an additional step at the end. These proposals are the same as for the Provincial Collective Agreement.*

### Addendum 2

## SCHEDULE F

### 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 to ~~school guidance~~ counsellors and ~~school educational~~ psychologists set out in Schedule A of the collective agreement.
2. Effective September 1, 1991, ~~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:

Percentage of Assigned Time Spent Counselling	Percentage of Allowance
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:

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

## SCHEDULE H

### LABRADOR BENEFITS AGREEMENT

Updated to reflect current Labrador Benefits Agreement



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

8. **a. For employees, and retirees who were hired by 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 employees, and retirees who were hired by March 31, 2020** exceed 50% of the NLTA rate calculated under this schedule.
- b. For employees hired after March 31, 2020** (“Newly Hired Employees” as defined in Letter #8), 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 Newly Hired Employees exceed 40% of the NLTA rate calculated under this schedule.

**SCHEDULE L**

**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 27.04 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 27 and 30 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 28.01(a) and (c), 28.04 and 28.06 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.).

## LETTERS

Letter #1 -	Attendance at Meetings	Renew
Letter #2 -	Pensionable Service	
	During a Legal Work Stoppage	Renew and reflect date of signing of new agreement
Letter #3 -	Emergency Supply	Renew
Letter #4 -	Interpretation of Articles 44 and 47	Renew

## LETTERS #5 - LENGTH OF PRIMARY DAY

### Renew with amendments

January 30, 2020

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

Dear Mr. Price:

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

All School Boards agree that, effective September 1, 2002, the length of the instructional day for all students in **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 Schedule E, item #2 (p. 49) of this Agreement; that is, all scheduled class activities, excluding recess periods, shall be included in the calculation.

Sincerely yours,

Steve Brooks  
Executive Director  
Newfoundland and Labrador Teachers' Association

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

**Renew with amendments**

January 30, 2020

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

Dear Ms. Sheppard:

The parties agree that permanent employees employed in a permanent position **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,

Lisa Curran  
Chief Negotiator  
School Board Committee

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

January 30, 2020

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

Dear Ms. Sheppard:

The parties hereby confirm and acknowledge that:

1. Employees who are hired subsequent to ~~the date of signing of the Collective Agreement~~ **March 31, 2020** ("Newly Hired Employees") shall receive post-employment employer cost sharing of NLTA group insurance premiums in accordance with clause 5 of this Letter of Understanding.
2. Former employees who are rehired subsequent to ~~the date of the signing of the Collective Agreement~~ **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 cost sharing of NLTA group insurance premiums in accordance with clause 5, the Employer's share of the cost of NLTA group insurance premiums for employees shall be based on the lowest required premium rate as determined in accordance with Schedule J of the Collective Agreement.
5. The Employer's share of the cost of post-employment NLTA group insurance premiums for Newly Hired Employees shall be calculated as ~~follows for the purpose of the rate setting process established in Schedule J of the Collective Agreement:~~

~~Completed Years of Pensionable Service Employee Share = Employer~~

~~Share 5-19 years 85% = 15% of the lowest required premium rate as determined in accordance with Schedule J~~

~~20-24 years 70% = 30% of the lowest required premium rate as determined in accordance with Schedule J 25-29 years 55% = 45% of the lowest required premium rate as determined in accordance with Schedule J~~

~~30+ years 50% = 50% of the lowest required premium rate as determined in accordance with Schedule J~~

**40% of the lowest required premium rate as determined in accordance with Schedule J of the Collective Agreement. The parties acknowledge that for any employee to access employer cost sharing of NLTA post-employment group insurance benefits, whether Newly Hired Employees or otherwise, a minimum of five years of pensionable service under the Teachers' Pension Plan is required.**

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

## **LETTER #9 - LETTER OF UNDERSTANDING RE: EMPLOYER HOUSING**

To:

This is to confirm our understanding reached during negotiations that, in communities where the Employer owns and operates rental accommodations, first option in renting said accommodations shall be given to NLTA members. The Employer also agrees that it shall not increase rental fees for said accommodations more than once during a school year and that any rental fee increases that are applied shall not exceed one point five percent (1.5%) of the existing rental fee at the time the increase takes effect.

Sincerely,

Goronwy Price

