

Opening Proposals

Provincial Contract

Negotiations

Fall 2022

Between



The Newfoundland and Labrador
Teachers' Association



Newfoundland and Labrador
School Boards Association



His Majesty the King in Right of
Newfoundland and Labrador

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

Summary of Opened Articles

(✘ opening proposals included in package)

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

Article	Opened by NLTA	Opened by Employer
Inclusive Language	✘	✘
Additional Proposals Generally	✓	✓
6 Employment of Teachers	✘	✘
7 Probationary Period and Tenure	✘	
8 Notification of Vacancies and Promotion		✘
10 Disciplinary Action		✘
11 Teacher Certification	✘	
12 Termination of Contracts	✘	✘
13 Transfer of Teachers		✘
14 Evaluation		✘
15 Sick Leave	✘	✘
16 Injury on Duty	✘	
17 Maternity/Adoption/Parental Leave	✘	
18 Leaves in General	✘	✓
21 Salaries	✘	
23 Deductions	✘	
24 Isolation Allowance	✘	
25 Travel Allowances	✘	
26 Group Insurance	✘	
28 Length of the School Year	✘	✓
29 Workload	✘	✘ ✓
30 Class Size	✘	
31 Grievance Procedure	✘	✘ ✓
32 Arbitration		✘ ✓
34 Loss or Damage to Teachers' Personal Property or Equipment		✘
36 Positions of Administrative Responsibility	✘	
42 Definitions	✘	
43 Duration of Agreement	✘	✘
47 Administration of Medication and Health Support Procedures	✘	
49 Substitute Teachers	✘	
50 Allowances	✘	
51 Deferred Salary Leave Plan	✘	
52 Distribution of Work	✘	
55 Employee Assistance Program	✘	
56 Redundancy Provisions	✘	
57 Discrimination and Intimidation		✘
58 Harassment	✘	✘

Schedules

B	Substitute Teacher Salary Scales	✘	
C	Annual Salary Scales and Allowances Per Annum	✘	✓
F	Memorandum Of Agreement Re Deferred Salary Leave	✘	
H	Memorandum of Understanding Re Part-Time School Guidance Counsellors and Part-Time School Educational Psychologists	✘	
I	Labrador Benefits Agreement	✘	
L	Government of Newfoundland & Labrador Newfoundland and Labrador Teachers' Association Annual Premium Rate Setting Process	✘	
O	Memorandum of Understanding Re Public Health Emergencies and/or Pandemics	✘	
	Memorandum of Understanding re Layoffs During the Term of the Collective Agreement		✘

Letters

Letter #1	Attendance at Meetings	✘	
Letter #2	Instruction Time	✘	
Letter #3	Pensionable Service During a Legal Work Stoppage	✘	
Letter #4	Emergency Supply	✘	
Letter #5	Interpretation of Articles 9 and 13	✘	
Letter #6	Length of Primary Day	✘	
Letter #8	Movement of Speech Language Pathologists and School Educational Psychologists	✘	
New Letter	Commitment re. Other Post-Employment Benefits		✘
New Letter	Observance of Cultural or Religious Holidays		✘

Opening Proposals

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

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

GENERAL COMMENTS

Gender Neutral Language is required throughout the Collective Agreement.

Notwithstanding the above, the Association reserves the right to table additional proposals at a later date.

GENERAL

New: Inclusive Contract Language

Amend all Agreement articles to use gender neutral pronoun language:

- he/she shall be changed to they;
- his/her shall be changed to their;
- his/her shall be changed to their/them;
- him/her shall be changed to them;
- he or she is shall be changed to they are; and
- himself/herself shall be changed to themselves.

ARTICLE 6: EMPLOYMENT OF TEACHERS

The Employer would like to address the challenges of the recruitment and retention of teachers. The parties may enter into interest based discussions concerning recruitment and retention. As such, the Employer may table further proposals at a later date.

- 6.03 (a) The basic criteria for the selection of teachers shall be competence, ~~suitability~~ and qualifications as assessed by the School Board.
- 6.04 Where competence, ~~suitability~~ and qualifications are comparable, preference in appointment of teachers to positions of administrative responsibility within the bargaining unit shall be given to those who have entered into continuing contract with any School Board in the Province.
- 6.04 ~~Where competence, suitability and qualifications are comparable, preference in appointment of teachers to positions of administrative responsibility within the bargaining unit shall be given to the Board may~~ **consider requests from teachers** ~~those~~ who have entered into continuing contract with any School Board in the Province **when appointing teachers to positions of administrative responsibility.**
- 6.05 Except where a teacher is awarded at least a teaching certificate II under the Teacher Education Program for Labrador, where competence ~~and suitability~~ of applicants, as assessed by the School Board, ~~is are~~ comparable, preference in hiring shall be given to teachers holding Certificate IV or higher.
- 6.11 In filling vacant teaching positions in accordance with Clause 6.03(a), the Board shall:
- (a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing contract. When filling permanent positions only, if more than one such teacher makes a request for the same permanent teaching position, all of whom are assessed as competent, ~~suitable~~ and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).
- 6.11 In filling vacant positions in accordance with Clause 6.03(a), the Board shall:
- (a) make reasonable effort to accommodate requests from **tenured** teachers already employed with the Board in a continuing contract. ~~When filling permanent positions only, if more than one such teacher makes a request for the same permanent teaching position, all of who are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).~~
- (b) Subject to clause 6.11(a), give consideration to applications from teachers **who are in probationary contracts or** have served in replacement and/or substitute positions with the Board before applications from teachers with no previous experience with the Board.
- (c) Notwithstanding Clause 6.11(a), in filling term, ~~and~~ replacement **and substitute** teaching positions that arise after ~~July 15~~ **June 1**, the employer shall not be required to give consideration to teachers already employed in a continuing contract.
- 6.12 In filling vacant teaching and learning assistant positions in accordance with Clause 6.03, the Board shall:
- (a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing contract. **When filling permanent teaching and learning 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 9.01(a).**
- 6.14 (a) The School Board shall make every effort to staff schools with full-time teaching positions.
- (b) Notwithstanding Clause 6.14(a), there shall be no part-time teaching positions of less than fifty percent (50%).

- 6.15 There shall be a Committee established within six (6) months of the signing of this Agreement for the purpose of investigating consideration of equivalencies in the hiring process. The Committee shall have representation from the Newfoundland and Labrador Teachers' Association and school districts. The Committee shall bring a report and recommendations forward not later than one (1) year after the establishment of the Committee.
- 6.16 (a) There shall be a Committee established within six (6) months of the signing of this Agreement for the purpose of investigating issues related to the recruitment and retention of teachers and substitute teachers. The Committee shall have representation from the Newfoundland and Labrador Teachers' Association and school districts. The Committee shall bring a report and recommendations forward not later than one (1) year after the establishment of the Committee.
- (b) The specific issues to be investigated will be determined by the Committee.
- (c) Notwithstanding Clause 6.16(b), the Committee will include in its issues, report and recommendations, consideration of seniority hiring for teachers who have served in replacement or term positions with the Board.

ARTICLE 7: PROBATIONARY PERIOD AND TENURE

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

ARTICLE 8: NOTIFICATION OF VACANCIES AND PROMOTION

- 8.02 Notwithstanding Clause 8.01, substitute and replacement positions that are of more than ~~one (1)~~ ~~month's duration~~ **thirteen (13) weeks** duration shall be posted according to procedures outlined in Clause 8.01.

ARTICLE 10: DISCIPLINARY ACTION

- 10.03 (b) Proper security shall be maintained on teacher personal files. The files may be viewed by only the Director of Education, the Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), or ~~or a~~ **Direction des services éducatifs, a Senior Education Officer (SEO) or Human Resources staff**, and the contents of the file shall be held in strictest confidence. Any other person wishing to view a teacher's file may do so only with the written consent of the Director of Education. A copy of such written consent shall be provided concurrently to the teacher.

ARTICLE 11: TEACHER CERTIFICATION

- 11.03 (b) Notwithstanding Clause 11.03(a), upon obtaining such higher qualifications, teachers are responsible for making application and providing all required documentation to the Registrar of Teachers ~~Certification~~ within ninety (90) calendar days of having obtained the higher qualifications. If the teacher fails to do so within this time limit the retroactive application of certificate change shall be to the first day of the month in which the teacher made application and provided all required documentation. This clause does not apply in cases of demonstrated clerical error or in extenuating circumstances as determined at the discretion of the Registrar.
- (c) Subject to retroactivity being conditional upon the teacher's responsibility as set out in Clause 11.03(b), upon approval by the Registrar of Teachers ~~Certification~~ of a program or course of studies for certification upgrading, the Registrar shall notify the teacher in writing of the requirements of Clause 11.03(b).

ARTICLE 12: TERMINATION OF CONTRACTS

12.01 By the School Board

- (b) by giving two (2) months' notice in writing by the School Board (or pay in lieu of notice) if the contract is a probationary one. The reason for the termination shall be stated in writing by the Board. When a School Board terminates the contract of a teacher who is on a probationary contract, the Assistant Director of Education for Human Resources, or the Directeur général with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador, shall review and discuss with the teacher the reason for the termination of the contract. The termination of a probationary contract for reasons of incompetency ~~or unsuitability~~ will not be subject to the grievance procedure. However, a probationary teacher shall have the right to grieve as to whether or not the applicable notice (or pay in lieu of notice) was given;

12.01 By the School Board

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

- (b) by giving two (2) months' notice in writing by the School Board (or pay in lieu of notice) if the contract is a probationary one. The reason for the termination shall be stated in writing by the Board. When a School Board terminates the contract of a teacher who is on a probationary contract, a ~~Assistant Director of Education for Human Resources, or the Directeur général with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador,~~ **Regional Director of Human Resources or the Directeur général with respect to the Conseil scolaire francophone provincial de Terre Neuve et Labrador,** shall review and discuss with the teacher the reason for the termination of the contract. The termination of a probationary contract for reasons of incompetency or unsuitability will not be subject to the grievance procedure. However, a probationary teacher shall have the right to grieve as to whether or not the applicable notice (or pay in lieu of notice) was given;

ARTICLE 13: TRANSFER OF TEACHERS

13.01 ~~A teacher may be transferred to a comparable position within the same community when it is deemed necessary but shall not be transferred from one community to another without the teacher's consent. A permanent contract of employment made between a School Board and a teacher may be transferred, subject to the provisions of Article 9, by giving one months' notice in writing by the School Board to the permanent teacher should programming requirements change in a school.~~

13.02 ~~Any transfer may be made with the mutual agreement of the School Board and the teacher.~~

ARTICLE 14: EVALUATION

14.04 Proper security shall be maintained on teacher evaluation files. Documents related to a teacher's evaluation may be viewed only by the Director of Education, the Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), **Direction des services éducatifs,** ~~a Senior Education Officer (SEO),~~ **Human Resources staff,** and/or the teacher's current school principal or vice-principal and the contents of the file shall be held in strictest confidence. Any other person wishing to view a teacher's file may do so only with the written consent of the teacher. Teachers shall be permitted to view their own files at any mutually convenient time during normal working office hours.

ARTICLE 15: SICK LEAVE

15.02 (b) Notwithstanding Clause 15.02(a), effective September 1, 2006, a teacher who has no previous teaching experience in the Province is entitled to accrue sick leave at the rate of **eighteen (18)** ~~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 **fifteen (15)** ~~twenty (20)~~ year period of service shall not exceed two hundred and **seventy (270)** ~~forty (240)~~ days.
- 15.04 (a) Sick leave with pay in excess of **ten (10)** ~~four (4)~~ consecutive teaching days at any time or **fourteen (14)** ~~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.
- (b) **Notwithstanding Clause 15.04 (a), teachers shall not be required to provide a medical certificate during a pandemic or a declared public health emergency.**
- 15.09 When a teacher is absent on sick leave and on that day the school is closed because of weather, or other such reasons, and the teachers are not required to be in attendance, such day or days shall ~~not~~ be deducted from the teacher's accumulated sick leave.

ARTICLE 16: INJURY ON DUTY

- 16.02 A teacher who is approved for temporary earnings loss (TEL) benefits from ~~the Workplace NL Health, Safety and Compensation Commission~~ after the date of signing of this Agreement will be considered to be in receipt of full salary for the purpose of benefits under this Agreement. A teacher who is approved for full extended earnings loss (EEL) benefits from ~~the Workplace NL Health, Safety and Compensation Commission~~ after the date of signing of this Agreement shall no longer accumulate benefits under this Agreement but shall have ~~their his or her~~ position, or a comparable position with the employer protected for two (2) calendar years following the date of such approval, immediately following which ~~their his or her~~ employment shall be terminated, subject to the Human Rights Act.
- 16.04 **In the event of and during a pandemic and/or a declared public health emergency under the *Public Health Protection and Promotion Act*, 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.**

ARTICLE 17: MATERNITY/ADOPTION/PARENTAL LEAVE

- 17.01 (d) **Notwithstanding Clause 17.01(a), teachers, while on approved leave granted under this Article, shall be entitled to receive pay for the period of leave up to a maximum of seventeen (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.**

ARTICLE 18: LEAVES IN GENERAL

The Employer would like to discuss leave usage (including, but not limited to professional leave and pre-retirement sessions) and the associated impacts on operations.

A. Compassionate/Family Leave

- 18.01 A teacher shall be entitled to leave not exceeding three (3) days with pay in the case of the death

of the teacher's mother, father, or legal guardian, **sibling** ~~brother, sister~~, child, spouse, grandchild, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law, aunt, uncle** or near relative who had been living in the same household. Where extensive travel is involved or where extraordinary circumstances prevail, the School Board **shall** ~~may~~ extend the leave up to an additional two (2) days.

~~18.02 A teacher shall be entitled to leave not exceeding one (1) day with pay in the case of the death of the teacher's brother-in-law or sister-in-law.~~

18.02~~3~~ (a) A teacher shall be granted leave with pay, not exceeding three (3) days in the aggregate in a school year to attend to the temporary care of a sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent family members; meetings with school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.

(b) A teacher shall be granted leave with pay, not exceeding five (5) days in the aggregate in a school year, where the teacher or a person to whom the teacher is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

(i) a person who is or has been a family member;

(ii) a person who is or has been in an intimate relationship or who is living or has lived with the teacher;

(iii) a person who is the parent of a child with the teacher; or

(iv) a person who is or has been a caregiver to the teacher.

18.03 A teacher shall be granted leave with pay, not exceeding five (5) days in the aggregate in a school year for personal reasons. When possible, the teacher shall consult with their principal at least twenty-four (24) hours prior to the commencement of the leave.

Remaining clauses to be renumbered.

C. Other Paid Leave

18.15 A School Board shall grant paid leave to a teacher who is required to be absent from work due to an order made under the *Public Health Protection and Promotion Act*, or due to an employer policy or rule that requires the teacher to be absent from work for reasons related to a pandemic, public health emergency, or Public Health direction or guidance.

18.16 A School Board shall grant paid leave for purposes other than those specified in this Agreement including emergencies affecting the community or place of work.

ARTICLE 21: SALARIES

21.01 (c) Effective September 1, 2022 salaries and allowances, as per Schedule B and Schedule C, and Isolation Allowances as per Article 24, shall be adjusted by a Cost of Living Adjustment (COLA) to be determined as follows:

In January 2023, or as soon as possible thereafter, when the 12-month (January to December, 2022) average annual Newfoundland and Labrador Statistics Canada Consumer Price Index (CPI) All Items Change is made known, the corresponding increase will be applied retroactively to September 1, 2022. This application of COLA to Schedules B and C and Article 24 will be applied for each year thereafter.

21.06 (a) For the purpose of Clause 21.05, ~~section~~ (a), any time a teacher is under full pay in accordance with Schedules "B" or "C" or as a licensed teacher shall be counted as hours of service.

- 21.08 (a) Teachers who teach on a part-time basis shall not be required to attend **professional learning sessions** ~~workshops~~ which occur during school hours when they would not normally be working.
- (b) **Notwithstanding Clause 21.08 (a), teachers who teach on a part-time basis shall attend required professional learning sessions which occur during school hours when they would not normally be working, and shall be paid commensurate with their placement on the appropriate salary grid.**

ARTICLE 23: DEDUCTIONS

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

ARTICLE 24: ISOLATION ALLOWANCE

24.01 **TEACHERS IN ISOLATED SETTLEMENTS:** Every teacher teaching school in a settlement as described in this Article shall be paid the bonus set out opposite the description of that settlement as follows **with subsequent adjustments per COLA as per Article 21:**

TEACHERS HOLDING CERTIFICATES AND LICENCES

Effective	September 1, 2016	September 1, 2017	September 1, 2018	September 1, 2022 19
(a)	\$3297	\$3297	\$3297	\$3462 \$3297
(b)	\$2243	\$2243	\$2243	\$2355 \$2243
(c)	\$2243	\$2243	\$2243	\$2355 \$2243

DESCRIPTION OF SETTLEMENT

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

ARTICLE 25: TRAVEL ALLOWANCES

- 25.01 (a) Subject to Clauses ~~25.01(b)(i) and~~ 25.04(a) and (b), where in the course of duty, a teacher is required to travel on business, **including professional learning sessions**, for the School Board, the teacher shall be reimbursed for meals, lodging, and travel at the prevailing rate for Government employees.
- (b) (i) ~~Subject to Clause 25.01(b)(ii), teachers who are required to travel to attend in-service training (i.e., where training is provided outside the community where the teacher's school is located) shall be paid reasonable out-of-pocket expenses as deemed appropriate by the School Board.~~
- (ii) ~~Teachers who are authorized to use their own vehicle to attend in-service training shall be reimbursed at the prevailing mileage rates for Government employees.~~

ARTICLE 26: GROUP INSURANCE

26.02 In accordance with Clause 26.01, the contribution rate per participating teacher to be paid by Government for each option in the basic portion of the NLTA Group Insurance Plan shall be determined annually in accordance with Schedule L. These rates shall be determined no later than February 28th of each year ~~or the earliest date thereafter. To allow the Independent Consultant (IC) reasonable time to conduct its duties set out in Schedule L and to allow NLTA and Government reasonable time to review the IC calculations and summary, the following timelines shall be implemented: all information from NLTA and Government shall be provided to IC by the last working day in January and IC shall provide its brief summary report and calculations to each party by February 15th.~~

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

ARTICLE 28: LENGTH OF THE SCHOOL YEAR

- 28.01 (a) (i) For salary purposes, the length of the school year shall be 190 teaching days comprised of 185 actual teaching days, three (3) paid holidays and two (2) non-teaching days to be scheduled by the Board during the school year for administrative purposes.
- (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of 185 actual teaching days, three (3) paid holidays, two (2) non-teaching days to be scheduled by the Board during the school year for administrative purposes, one (1) non-teaching day for the exclusive use of teachers for report card preparation to be scheduled by the Board in advance of reporting periods, and four (4) professional development/in-service days to be scheduled by the Board during the school year, one of which shall be reserved for professional development at the school level. In determining the topics to be covered, in consultation with the school principal, priority will be given to professional development needs identified by teachers at the school level.

The Employer would like to discuss the application of this language to Program Specialists.

- 28.01 (a) (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of 1835 actual teaching days, **four (4)** ~~three (3)~~ paid holidays, **three (3)** ~~two (2)~~ non-teaching days to be scheduled by the Board during the school year for administrative purposes, **two (2)** ~~one (1)~~ non-teaching days for the exclusive use of teachers for report card preparation to be scheduled by the Board in advance of reporting periods, and four (4) professional development/in-service days to be scheduled by the Board during the school year, one of which shall be reserved for professional development at the school level. In determining the topics to be covered, in consultation with the school principal, priority will be given to professional development needs identified by teachers at the school level.
- 28.03 (b) When a school ~~within a school system~~ remains open during inclement weather or other emergency situations, a teacher shall not lose salary when prohibited from attending that school because the normal routes of transportation ~~in that system~~ are declared to be impassable by the appropriate authorities.

ARTICLE 29:WORKLOAD

- 29.04 (a) Every effort shall be made to assure that substitute or replacement teachers are provided to replace **classroom-based** teachers who are absent for valid reasons.

The Employer would like to discuss the usage of substitute and replacement teachers to ensure the most effective allocation of resources.

- 29.05 (d) **Notwithstanding Clause 29.05 (a), no teacher shall be required to supervise students during the lunch period.**

~~29.07 The School Boards shall prior to the expiration of this Agreement undertake a review of and/or develop and implement policies regarding school violence and dealing with students and parents who have exhibited violent and abusive behavior. In reviewing and/or developing these policies, the School Boards will seek input from the Association, school administrators and other personnel who are deemed to have a legitimate role in prevention, intervention and assessment activities.~~

- 29.09 (a) All teachers shall receive regularly scheduled preparation time during the instructional day of a minimum of sixty (60) minutes per teaching day.
- (b) At the beginning of each school year and following consultation with teachers, the principal shall establish a meeting schedule. Subject to Schedule D, where meetings do not occur during the instructional day, teachers shall not be required to attend more than one (1) staff meeting, and one (1) departmental, divisional, grade level, service delivery team or teaching and learning team meeting per month. Subject to Schedule D, when such meetings occur outside the regular instructional day, every effort shall be made to commence such meetings as soon as possible following the end of the instructional day and to conclude such meetings within sixty (60) minutes.
- (c) Teachers shall be given as much notice as possible in advance of ISSP and IEP meetings.
 - (i) Every effort shall be made to schedule ISSP and IEP meetings during the instructional day and such meetings should not normally be of more than thirty (30) minutes in duration.
 - (ii) Subject to Clause 29.09(c)(i) and Schedule D, when it is necessary to hold ISSP and IEP meetings outside of the instructional day, every effort shall be made to commence such meetings as soon as possible following the end of the instructional day and to conclude such meetings within thirty (30) minutes.
- (d) Parent-teacher interviews and parent orientation/information sessions shall be scheduled during the instructional day.

29.10 In the event that a school has cause to move from in-person instruction to virtual instruction, or the reverse, there shall be two (2) days granted to all teachers in that school to allow for preparation for such transition.

29.11 No teacher shall be required to provide in-person instruction and virtual instruction simultaneously.

ARTICLE 30: CLASS SIZE

30.01 In the interest of education, and in order to promote effective teaching and learning conditions, the School Board shall ~~will endeavour to~~ establish class sizes appropriate to the teaching situation involved, **including but not limited to consideration of class composition, in accordance with this Article within regulatory and legislative restrictions.**

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

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

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

30.05 (a) The following student/teacher allocation formulae shall apply to all schools within the province, exclusive of the regular classroom teacher allocations:

- (i) Instructional Resource Teacher 1 ratio 100:1
- (ii) School Counsellor ratio 250:1
- (iii) Music teacher ratio 250:1
- (iv) Art teacher ratio 250:1
- (v) Core French teacher ratio 250:1
- (vi) Learning Resource teacher ratio 250:1
- (vii) Physical Education teacher ratio 250:1
- (viii) Technology teacher ratio 250:1
- (ix) School Psychologist ratio 1000:1

(b) There shall be not fewer than one (1) Teaching and Learning Assistant for every four (4) classrooms, or part thereof, at the primary/elementary level in a school.

(c) There shall be not fewer than five hundred (500) full-time teaching units allocated to the School Boards for school based Instructional Resource Teacher 2 (IRT2) positions.

(d) 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.

(e) The Newfoundland and Labrador English School District shall have a core allocation of sixty (60) program specialists plus one (1) additional program specialist position for every five thousand (5000) students. The Conseil scolaire francophone provincial shall have a core allocation of five (5) program specialists.

(f) A one-half (0.5) teaching unit shall be allocated to each school offering any class or program delivered by e-learning (e.g. distance education, web-based, etc.).

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

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

ARTICLE 31: GRIEVANCE PROCEDURE

- 31.02 A teacher or a group of teachers who have a grievance over a matter which is within the scope of authority of a School Board shall submit the grievance in writing to the ~~Assistant Director of Education for Human Resources, or the Directeur général adjoint (Finances et Administration), with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador~~ within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the grievance stating the names of the employees concerned, the precise nature of the grievance, the Article and Clause of the Agreement over which the grievance arises, and the relief requested.
- 31.02 A teacher or a group of teachers who have a grievance over a matter which is within the scope of authority of a School Board shall submit the grievance in writing to the ~~Assistant Director of Education for Human Resources,~~ **Regional Director of Human Resources** or the Directeur général adjoint (Finances et Administration), with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador, **or Designate** within (15) calendar days of the occurrence of discovery of the incident giving rise to the grievance stating the names of the employees concerned, the precise nature of the grievance, the Article and Clause of the Agreement over which the grievance arises, and the relief requested.
- 31.03 Where a grievance has been filed in accordance with Clause 31.02, the ~~Assistant Director of Education, or the Directeur général adjoint,~~ accompanied by such other School Board representatives as may be deemed necessary, shall, within fifteen (15) calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied at this meeting by a representative of the Association or a local branch thereof.
- 31.03 Where a grievance has been filed in accordance with Clause 31.02, the ~~Assistant Director of Education,~~ **Regional Director of Human Resources,** or the Directeur général adjoint, **or Designate,** accompanied by such other School Board representatives as may be deemed necessary, shall, within ~~fifteen~~ **twenty (20)** calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavor to resolve the grievance. The teacher or group of teachers may be accompanied at this meeting by a representative of the Association or a local branch thereof.
- 31.04 The decision on the grievance shall be transmitted in writing by the ~~Assistant Director of Education, or the Directeur général adjoint,~~ to the aggrieved teacher or group of teachers within five (5) calendar days after the meeting referred to in Clause 31.03. In all grievances, the ~~Assistant Director of Education, or the Directeur général adjoint,~~ shall forward a copy of the reply to the Association.
- 31.04 The decision on the grievance shall be transmitted in writing by the ~~Assistant Director of Education,~~ **Regional Director of Human Resources,** or the Directeur général adjoint, **or Designate,** to the aggrieved teacher or group of teachers within ~~five (5)~~ **fifteen (15)** calendar days after the meeting referred to in Clause 31.03. In all grievances, the ~~Assistant Director of Education~~ **Regional Director of Human Resources** or the Directeur général adjoint shall forward a copy of the reply to the Association.
- 31.05 If the decision of the ~~Assistant Director of Education, or the Directeur général adjoint,~~ does not result in settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the ~~Chairperson of the School Board~~ **Director of Education,** or to the ~~Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador~~ within fifteen (15) calendar days of receipt of the decision under Clause 31.04.
- 31.05 If the decision of the ~~Assistant Director of Education,~~ **Regional Director of Human Resources,** or the Directeur général adjoint, does not result in settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the **Assistant Director of Education – Human Resources,** or to the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve et Labrador within fifteen (15) calendar days of receipt of the decision under Clause 31.04.

- 31.06 The decision of the **Chairperson of the School Board** ~~Director of Education, or the Directeur général~~ shall be transmitted in writing to the aggrieved teacher or group of teachers within ten (10) calendar days of the receipt of the grievance under Clause 31.05. In all grievances, the **Chairperson of the School Board** ~~Director, or the Directeur général~~, shall forward a copy of the reply to the Association.
- 31.06 The decision of the **Assistant** Director of Education – **Human Resources**, or the Directeur général shall be transmitted in writing to the aggrieved teacher or group of teachers within ~~ten (10)~~ **fifteen (15)** calendar days of the receipt of the grievance under Clause 31.05. In all grievances, the **Assistant** Director of Education – **Human Resources**, or the Directeur général, shall forward a copy of the reply to the Association.
- 31.07 If the decision of the **Chairperson of the School Board** ~~Director of Education, or the Directeur général~~ does not result in settlement of the grievance, the teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with the procedure set forth under Article 32.
- 31.07 If the decision of the **Assistant** Director of Education – **Human Resources**, or the Directeur general does not result in settlement of the grievance, the teacher or group of teachers may, with the written consent **of the Assistant Executive Director** of the Association, submit the grievance to arbitration in accordance with the procedure set forth under Article 32 **to the Assistant Director of Education – Human Resources or the Directeur general.**
- 31.08 A teacher or group of teachers who have a grievance over a matter which is within the scope of authority of the Department of Education **or any other department of the provincial government** shall submit the grievance in writing to the appropriate Divisional Head ~~of the Department of Education,~~ **Director or Assistant Deputy Minister** within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the grievance stating the precise nature of the grievance and the Article and Clause of the Agreement over which the grievance arises.
- 31.09 Where a grievance has been filed in accordance with Clause 31.08, the Divisional Head, **Director or Assistant Deputy Minister** shall, within fifteen (15) calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied or represented at this meeting by a representative of the Association.
- 31.09 Where a grievance has been filed in accordance with Clause 31.08, the Divisional Head shall, within ~~fifteen (15)~~ **twenty (20)** calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavor to resolve the grievance. The teacher or group of teachers may be accompanied or represented at this meeting by a representative of the Association.
- 31.10 The decision of the Divisional Head, **Director or Assistant Deputy Minister** referred to in Clause 31.08, shall be transmitted in writing to the aggrieved teacher or group of teachers within five (5) calendar days from the date of the meeting referred to in Clause 31.09. In all grievances, the Divisional Head, **Director or Assistant Deputy Minister** shall forward a copy of the reply to the Association.
- 31.10 The decision of the Divisional Head referred to in Clause 31.08, shall be transmitted in writing to the aggrieved teacher or group of teachers within ~~five (5)~~ **fifteen (15)** calendar days from the date of the meeting referred to in Clause 31.09. In all grievances, the Divisional Head shall forward a copy of the reply to the Association.
- 31.11 If the decision of the Divisional Head, **Director or Assistant Deputy Minister** does not result in settlement of the grievance, the aggrieved teacher or group of teachers may submit the grievance in writing to the **appropriate** Deputy Minister ~~of Education~~ within fifteen (15) calendar days of receipt of the decision under Clause 31.10.
- 31.12 Where a grievance has been filed with the Deputy Minister ~~of Education~~, the decision of the Deputy Minister shall be transmitted in writing to the aggrieved teacher or group of teachers within ten (10)

calendar days after receipt of the grievance under Clause 31.11. In all grievances, the Deputy Minister shall forward a copy of the reply to the Association.

- 31.12 Where a grievance has been filed with the Deputy Minister of Education, the decision of the Deputy Minister shall be transmitted in writing to the aggrieved teacher or group of teachers within ~~ten (10)~~ **fifteen (15)** calendar days after receipt of the grievance under Clause 31.11. In all grievances, the Deputy Minister shall forward a copy of the reply to the Association.
- 31.13 If the decision of the Deputy Minister of Education does not result in settlement of the grievance, the aggrieved teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with Article 32.
- 31.13 If the decision of the Deputy Minister of Education does not result in settlement of the grievance, the aggrieved teacher or group of teachers may, with the written consent of **the Assistant Executive Director** of the Association, submit the grievance to arbitration in accordance with Article 32.

The Employer would like to discuss concerns related to the administration of the grievance procedure.

ARTICLE 32: ARBITRATION

NEW 32.02 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an arbitration board, in which event, the foregoing provisions of this Article shall apply equally to a single arbitrator when reference is made to an arbitration board. Furthermore, the parties shall endeavor to utilize a sole arbitrator for the majority of arbitration hearings and reserve the use of arbitration boards for case where a party feels it is absolutely necessary.

NEW 32.03 The party to whom notice is given under Clause 32.01 shall, within **twenty (20)** ~~seven (7)~~ calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.

Remaining clauses to be renumbered

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

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

- 34.02 (a) Where a teacher ~~is authorized in writing~~ **has prior written authorization from an Assistant Director of Education or designate by the School Board** to use his/her own tools, equipment, or other materials in the performance of teaching duties, the School Board shall compensate that teacher for any loss or damage to these tools, equipment or materials provided that loss or damage did not result from the teacher's negligence.

ARTICLE 36: POSITIONS OF ADMINISTRATIVE RESPONSIBILITY

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

- (c) Principals and vice-principals who work more than one hundred and ninety-five (195) days pursuant to Clause 36.04(a) shall be granted time off at a time mutually agreeable to the administrator and the School Board to a maximum of five (5) days in the aggregate in a school year in lieu of time worked.

ARTICLE 42: DEFINITIONS

42.01 In this Agreement, unless the context otherwise requires:

- ~~(d)~~ “Domicile” means that place where that person has his or her true, fixed and permanent home and principal establishment and to which, whenever he/she is absent, he/she has the intention of returning.
- ~~(e)~~ (d) “Grievance” means a dispute over the interpretation, application administration, or alleged violation of this Collective Agreement.
- ~~(f)~~ (e) “Layoff” means the termination of a teacher’s contract in accordance with Article 9 because the teacher’s position has become redundant and no alternate position with the School Board is available.
- ~~(g)~~ (f) “Minister” means the Minister of Education.
- ~~(h)~~ (g) “Replacement teacher” means a teacher who is hired to replace a regular teacher who has been granted leave without pay, or a teacher granted leave under Article 20.
- ~~(i)~~ (h) “Salary” shall mean the remuneration that a teacher shall receive and shall include allowances where appropriate.
- ~~(j)~~ (i) “School” means any school or other place of work to which a teacher has been assigned by a School Board.
- ~~(k)~~ (j) “School System” means a high school, together with one or more than one elementary school in which programs are offered for students progressing from **Junior** Kindergarten to Grade XII; the boundaries and the schools to be included in a school system shall be determined by the School Board concerned.
- ~~(l)~~ (k) “Service” means any period of employment in respect of which an employee is in receipt of salary or wages from the Employer and includes, from the date of the signing of this Agreement, periods of leave without pay not exceeding ten (10) working days in the aggregate in any year unless otherwise specified in this Agreement.
- ~~(m)~~ (l) “Spouse” means a person to whom a teacher is legally married, or a person with whom a teacher has cohabited for a continuous period of at least one (1) year and with whom the teacher intends to continue to cohabit and who has been identified to the Employer, in writing, as the teacher’s spouse.
- ~~(n)~~ (m) “Substitute teacher” means a teacher who is hired in place of another teacher who is granted leave with pay in accordance with the provisions of this Agreement, or is absent on sick leave or is performing duties in accordance with Clause 29.04(b).
- ~~(o)~~ (n) “Teaching and learning assistant” means a teacher employed in a teaching and learning assistant position, the minimum certification requirement for which is a Level II teaching certificate endorsed “Teaching and Learning Assistant”, and who works under the direct supervision of a classroom teacher holding Level IV teaching certificate or higher.

ARTICLE 43: DURATION OF AGREEMENT

43.01 This Agreement shall be in effect for a term beginning September 1, 2016~~22~~ and ending on August 31, 2026 and shall be automatically renewed thereafter for successive periods of one (1) year unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the period of ten (10) months immediately prior to the expiry date of this Agreement or any subsequent Agreement.

43.01 This Agreement shall be **effective from the date of signing in effect for a term beginning September 1, 2016 and remain in full force and effect until ending on August 31, 2020 2026. Either party to this Agreement may issue notice to the other party of its desire to change or amend this agreement and shall be automatically renewed thereafter for successive periods of one (1) year unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the period of ten (10) months immediately prior to the expiry date of this Agreement or any subsequent Agreement.**

This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement, and until such time as it is replaced by a new or revised Collective Agreement.

ARTICLE 47: ADMINISTRATION OF MEDICATION AND HEALTH SUPPORT PROCEDURES

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

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

47.03 **Subject to Clauses 47.01 and 47.02, where students routinely require student-specific health support and/or personal care procedures to be carried out during school hours, responsibility for such procedures shall not be assigned to teachers.**

ARTICLE 49: SUBSTITUTE TEACHERS

- 49.06 (b) Subject to Clause 49.08, substitute teachers shall be paid for sick leave approved in accordance with the Collective Agreement subject to the following conditions:
- (i) the substitute teacher is under contract with a School Board or the Department of Education for a period of fifty (50) consecutive days or more during the school year, or a substitute teacher accumulates fifty (50) days for substitute teaching service during the school year;
 - (iv) substitute teachers who accumulate fifty (50) days of teaching service through a series of short term contracts will be paid for sick leave days certified by the School Board(s) retroactive to the date the teacher first commenced employment in the school year. After fifty (50) days, sick leave benefits will be paid as claims are submitted by the School Board(s).

Renumber remaining clauses.

ARTICLE 50: ALLOWANCES

- 50.01 The allowances for principals, vice-principals, program specialists, department heads, ~~school guidance~~ counsellors, ~~school educational~~ psychologists, specialist teachers under Clause 50.07(a), and sole charge teachers shall be based on the formulae outlined in Schedule C.
- 50.03 Allowances provided to ~~school guidance~~ counsellors shall be based on the number of classrooms in the school to which the ~~school guidance~~ counsellor is assigned together with one (1) classroom for every one hundred (100) pupils in the assigned school and all other schools for which the ~~school guidance~~ counsellor has direct responsibility.
- 50.04 (a) An allowance paid to a principal, vice-principal, program specialist, ~~school educational~~ psychologist or ~~school guidance~~ counsellor shall be calculated on the enrolment for the current school year, except where it is to the advantage of such teacher to use the previous year's enrolment, in which case, if any decrease in enrolment is the result of natural causes and not administrative changes such allowance may be calculated on the enrolment for the previous year as reported in part one of the Annual General Return.
- 50.06 (b) A ~~school guidance~~ counsellor who is a part-time teacher shall be paid a bonus in accordance with Schedule H of this Agreement.
- (c) A ~~school educational~~ psychologist who is a part-time teacher shall be paid an allowance in accordance with Schedule H of this Agreement.

ARTICLE 51: DEFERRED SALARY LEAVE PLAN

51.03 Payment Formula and Leave of Absence

The payment of salary, fringe benefits and the timing of one (1) year leave of absence shall be as follows:

- (a) (i) During each school year, in which the teacher has participated in the Plan prior to the one (1) year leave of absence, up to a maximum of ~~five (5) four (4)~~ such school years (depending upon whether the teacher selects the three (3), four (4), ~~or five (5) or six (6)~~ year option) the teacher will receive two-thirds (2/3), three-quarters (3/4), ~~or four-fifths (4/5) or five-sixths (5/6)~~ 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) or one-sixth (1/6)~~ 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.

ARTICLE 52: DISTRIBUTION OF WORK

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

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

ARTICLE 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: REDUNDANCY PROVISIONS

- 56.04 (a) Teachers who are employed in the position of program specialist, principal, vice-principal, department head, ~~school educational psychologist or school guidance counsellor~~, **or sole charge teacher**, 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.

ARTICLE 57: DISCRIMINATION AND INTIMIDATION

- 57.01 ~~The School Boards agree that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion, or by reason of their membership in the Association. The Employer agrees that in accordance with the provisions of the Newfoundland and Labrador Human Rights Act, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of race, color, 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 activity in the Union.~~

ARTICLE 58: HARASSMENT

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

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

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

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

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

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

SCHEDULE B: SUBSTITUTE TEACHER SALARY SCALE
Effective September March 1, 2022 to August 31, 2022 plus COLA as per Article 21

Certificate Level	1	2	3	4	5	6	7	8	9	10	11	12	13
I	26298	27643	28601	29935	30682	31140	32697						
II	29566	31758	33277	34816	36006	36847	37400	39270					
III	33733	35906	37564	38710	40211	41736	42595	43229	45390				
IV	37679	39796	41736	43676	45187	46696	48230	49108	49841	52333			
V	43477	45623	47571	49510	51454	52984	54548	56110	57024	57883	60777		
VI	49919	52094	54036	55975	57923	59865	61442	63039	64645	65602	66584	69913	
VII	57008	59219	61162	63092	65052	66975	68920	70552	72196	73822	74828	75956	79753

Emergency Supply ~~\$14601~~ 23400

SCHEDULE C: ANNUAL SALARY SCALE
Effective September March 1, 2022 to August 31, 2022 plus COLA as per Article 21

	1	2	3	4	5	6	7	8	9	10	11	12
Certificate Level		1*	2	1* 3	2 4	3 5	4 6	5 7	6 8	7 9	8 10	9
I	N/A	33748	35204	36660	38112	40018						
II	N/A	38994	41157	43324	45486	47649	50031					
III	N/A	43887	46052	48213	50377	52542	54702	57437				
IV	N/A	49085	51527	53973	56423	58874	61325	63773	66962			
V	N/A	55932	58406	60878	63351	65824	68295	70768	73242	76904		
VI	N/A	63795	66426	69055	71685	74316	76945	79576	82203	84833	89075	
VII	N/A	72143	74793	77441	80085	82732	85379	88024	90674	93320	95970	100769

Emergency Supply - ~~\$17349~~ 23400

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

SCHEDULE C: ANNUAL SALARY SCALE

Defer.

SCHEDULE C**Allowances per Annum**

	Sept. 1, 2020 to August 31, 2021	Sept. 1, 2021 to February 28, 2022	March 1, 2022 to August 31, 2022	Effective September 1, 2022 + COLA as per Article 21
Principal: Basic Allowances	5577.68	5633.45	5689.79	5974.28
Per Classroom:				
First 15	827.58	835.85	844.21	886.42
Thereafter	758.63	766.21	773.87	812.56
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	725.33	732.59	739.91	776.91
Each of the next 12 rooms	362.72	366.35	370.01	388.51
Each of the next 12 rooms	181.29	183.11	184.94	194.19
School Educational Psychologists	448.59	453.07	457.60	480.48
	224.34	226.58	228.85	240.29
For each room up to 12	112.09	113.21	114.34	120.06
Each of the next 12 rooms				
Each of the next 12 rooms				
School Guidance-Counselors For each room up to 12	448.59	453.07	457.60	480.48
Each of the next 12 rooms	224.33	226.57	228.84	240.28
Each of the next 12 rooms	112.09	113.21	114.34	120.06
Sole Charge Teachers: Number of Grades				
1 to 3	3029.12	3059.42	3090.01	3244.51
4 to 6	3535.20	3570.55	3606.26	3786.57
7 or more	4211.26	4253.38	4295.91	4510.71
Specialist Teachers	4486.04	4530.90	4576.21	4805.02
Department Heads	3738.25	3775.63	3813.39	4004.06

SCHEDULE F
MEMORANDUM OF AGREEMENT RE DEFERRED SALARY LEAVE

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

(1) ENROLMENT DATE:

I wish to enroll in the Deferred Salary Leave Plan commencing _____

(2) YEAR OF LEAVE:

I shall take my leave of absence from the _____

School Board from _____ to _____

(3) FINANCIAL ARRANGEMENTS:

The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

(a) two out of three years _____

(b) three out of four years _____

(c) four out of five years _____

(d) five out of six years _____

Date

Teacher

Witness

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

The parties to the Collective Agreement agree as follows:

1. "Allowance" means the allowances payable ~~school guidance~~ counsellors and ~~school educational~~ psychologists set out in Schedule C of the Collective Agreement.
2. Effective September 1, 1987, ~~school guidance~~ counsellors shall be paid allowances in proportion to the percentage of assigned time spent on ~~school guidance~~ counselling in accordance with the following table:

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

SCHEDULE I LABRADOR BENEFITS AGREEMENT

Update to reflect current Labrador Benefits Agreement

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

Process

4. Upon receipt of the renewal information from the insurer, confirmation of the financial information, review of all claims and trend information, Government and the NLTA ~~shall will~~ submit the foregoing information **including an official complete copy of the actual renewal documentation from the insurance company for each of the benefits Life/Dependent Life and Health Insurance** to an agreed upon group insurance consultant for the purpose of producing a premium rate adjustment schedule as noted in numbers 2 and 3 above.
5. The group insurance consultant ~~shall will~~:
 - Request and liaise with the plan sponsors and the insurers to ensure the necessary information is received in a timely fashion.
 - Review and confirm the reasonableness of any assumptions made.
 - Review and confirm that the information contained in the information pertaining to each plan is correct and reasonable **and follow up with both parties as required.**
 - Prepare a brief summary to each of the parties outlining the premium rates calculated using this premium rate setting process, including a summary of all calculations, indications that all documents have been reviewed and confirmation that the premium rates have been calculated using the agreed upon process. **The IC shall also provide the official complete copy of the actual renewal documentations for both the NLTA and Government plans with its summary calculations.**
 - Meet with both plan sponsors, if necessary, to address any issue that may arise.

SCHEDULE O

Memorandum of Understanding Re: Public Health Emergencies and/or Pandemics

In the event of and during any suspension of in-school classes during a pandemic or declared public health emergency, if teachers are required to work and deliver instruction virtually:

- (a) teachers shall be able to choose the location(s) from which they will work virtually;
- (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 virtually;
- (c) if a teacher is authorized to use their personal device(s), tools and/or technology to perform their duties virtually, 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 virtually, 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 virtually as long as the damage or loss did not result from the teacher's negligence;
- (f) the School Board shall provide adequate software, protection, and/or measures to ensure the security and confidentiality of information and to protect teachers from inappropriate, abusive and/or harassing online conduct by others. Teachers shall not be liable or face disciplinary action for any breach of security or confidentiality which did not result from the teacher's negligence;
- (g) notwithstanding Clauses 17.01(a) and (c), 17.04 and 17.06 of this Agreement, teachers on maternity/adoption/parental leave may suspend their period of leave and return to work if teachers are required to work and deliver instruction virtually during any suspension of in-school classes due to a pandemic or declared public health emergency, 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 for any school(s) is in effect for more than five (5) teaching days, substitute teachers for those schools, including teachers in part-time permanent or term positions who also substitute, shall receive pay for the duration of the suspension of in-school classes on a pro-rated basis based on their average days worked as a substitute over the previous three months, excluding any non-teaching periods (summer, Christmas and Easter breaks, etc.).

Letter #1 - Attendance at Meetings

Renew

Letter #2 - Instruction Time

Renew

Letter #3 - Pensionable Service During A Legal Work Stoppage

Renew and reflect date of signing of new Agreement

Letter #4 - Emergency Supply

Renew

Letter #5 - Interpretation of Articles 9 and 13

Renew

Letter #6 - Length of Primary Day

Renew with amendments

April 17, 2019

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

Dear Mr. Price:

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

All School Boards agree that, effective September 1, 2002, the length of the instructional day for all students in **Junior Kindergarten**, Kindergarten and Grades 1 - 3 in all schools in the province shall be established at a maximum of five (5) hours calculated in accordance with Letter #2 - Instruction Time (p. 56) of this Agreement; that is, all scheduled class activities, excluding recess periods, shall be included in the calculation.

Sincerely yours,

Steve Brooks
Executive Director
Newfoundland and Labrador Teachers' Association

Letter #8 - MOVEMENT OF SPEECH LANGUAGE PATHOLOGISTS AND SCHOOL EDUCATIONAL PSYCHOLOGISTS

Renew with amendments

April 17, 2019

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

Dear Ms. Tuff:

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

Yours truly,

Chief Negotiator
School Board Committee

COMMITMENT RE. OTHER POST-EMPLOYMENT BENEFITS (NEW LETTER)

The employer would like to discuss ways to reduce government liabilities related to other Post-Employment Benefits (OPEBs) and ensure the long term sustainability of the benefit plan.

OBSERVANCE OF CULTURAL OR RELIGIOUS HOLIDAYS (NEW LETTER)

Each year, a teacher is eligible to observe days of cultural or religious significance that are not outlined in the Employer's holiday schedule. The Employer will endeavour to accommodate requests in this regard, subject to operational requirements and the availability of substitute teachers. Such requests shall not unreasonably be denied.

For the purposes of this letter, cultural or religious significance shall be defined as: A day in which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.

The teacher shall inform the Employer of their request, in writing, prior to September 15 of the school year in which they wish to observe the day(s) of cultural or religious significance. Such notice shall state clearly which day(s) of cultural or religious significance the teacher is requesting, including the dates on which they occur.

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before September 15, the teacher will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavour to accommodate such requests received after September 15, subject to operational requirements and the availability of substitute teachers. Requests will not be unreasonably be denied.

If the Employer can accommodate the request, the Employer will grant the teacher unpaid leave to observe the requested day(s).

Teachers who exercise this option will still receive the paid holidays outlined in the Employer's holiday schedule.

MEMORANDUMS OF UNDERSTANDING

Memorandum of Understanding re Layoffs During the Term of the Collective Agreement will not be renewed/roll over and will be removed.

NOTICES

The Employer will be enforcing the strict interpretation of Clause 18.03 and approving family leave only for the reasons listed therein. Teachers will be required to provide the reason for family leave prior to the Employer approving it.

