

Provincial Contract 2022-2026 Tentative Agreement

Between

 The Newfoundland and Labrador
School Boards Association

 His Majesty The King In Right of
Newfoundland & Labrador

 The Newfoundland and Labrador
Teachers' Association

November 17, 2023

Tentative Agreement

Note: **Bold print indicates additions;**

Strikeout ~~print~~ indicates deletions;

Current agreement language is maintained in all provisions not referenced in this Tentative Agreement.

ARTICLE 6: EMPLOYMENT OF TEACHERS

- 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 **who are tenured or who are/were eligible to successfully complete probation at the end of the school year** ~~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 whom~~ are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).
 - (b) Subject to clause 6.11(a), give consideration to applications from teachers **who are not/were not eligible to complete probation at the end of the school year or** who have served in replacement and/or substitute positions with the Board before applications from teachers with no previous experience with the board.
 - (c) Notwithstanding Clause 6.11(a), in filling term and replacement teaching positions that arise after July 15, the employer shall not be required to give consideration to teachers already employed in a **probationary or** continuing contracts.
- 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 **who are tenured or who are/were eligible to successfully complete probation at the end of the school year** ~~already employed with the Board in a continuing contract.~~

ARTICLE 8: NOTIFICATION OF VACANCIES AND PROMOTION

- 8.01 Subject to Clauses 9.11 and 9.12, all vacant teaching positions, except substitute and replacement positions, shall be posted on the Employer's website for at least seven (7) calendar days.
- 8.02 Notwithstanding Clause 8.01, substitute and replacement positions that are of more than ~~one (1) month's duration~~ **six weeks** duration shall be posted according to procedures outlined in Clause 8.01.

ARTICLE 9: LAYOFFS

- 9.18 The School Board will post in **an electronic central location** ~~each school in the District~~ a seniority list of all teachers on the staff of each school in the District, ~~on a school by school basis~~, reflecting each individual teacher's accumulated province-wide seniority. This list will be posted ~~in each school~~ on or before January 31 of each year, listing the seniority which has been accumulated as of December 31 of that year. **Schools will be advised when the list has been posted. Employees have thirty (30) days from the posting of the seniority list to contest the accuracy of their seniority recorded on the list. If the teacher fails to do so, any changes as a result of their challenge shall apply prospectively five working days from the date of challenge.**

ARTICLE 10: DISCIPLINARY ACTION

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

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 14: EVALUATION

- 14.04 Proper security shall be maintained on teacher evaluation files. Documents related to a teacher's evaluation may be ~~viewed~~ **accessed, used or disclosed** only by the ~~Director of Education~~ **Superintendent of Schools**, the Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), **Direction generale, Direction des services educatifs**, a ~~Senior Education Officer (SEO)~~, **Director of Schools, Human Resources staff**, and/or the teacher's current school principal or vice-principal, **in accordance with applicable privacy legislation**, and the contents of the file shall be held in strictest confidence. Any other person ~~wishing to view~~ **accessing, disclosing, or using** 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

- 15.04 (a) Sick leave with pay in excess of four (4) consecutive teaching days at any time or seven (7) teaching days in the aggregate in any school year shall not be awarded to a teacher unless a medical certificate satisfactory to the School Board has been submitted in respect thereof. In any case where the School Board is satisfied that it is not possible for the teacher concerned to secure a medical certificate, a certificate of another health care professional, such as a registered nurse, or any other person designated by the School Board shall be accepted in place of a medical certificate, provided the certificate is satisfactory to the School Board.
- (b) **Sick Leave - Proof of Illness**
There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate outlining that they have an ongoing medical condition to the Employer. If the employer is satisfied with the medical certificate, then the employee does not have to provide a medical certificate for each subsequent day of illness for the remainder of the school year.

ARTICLE 16: INJURY ON DUTY

- 16.02 A teacher who is approved for temporary earnings loss (TEL) benefits ~~from under~~ the *Workplace Health, Safety and Compensation Commission Act* 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 under~~ the *Workplace Health, Safety and Compensation Commission Act* after the date of signing of this Agreement shall no longer accumulate benefits under this Agreement but shall have his or her position, or a comparable position with the employer protected for two (2) calendar years following the date of such approval, immediately following which his or her employment shall be terminated, subject to the *Human Rights Act*.

ARTICLE 18: LEAVES IN GENERAL

A. Compassionate/Family Leave

- 18.01 A teacher shall be entitled to leave not exceeding three (3) days with pay in the case of the death of the teacher's mother, father, or legal guardian, **sibling** ~~brother, sister~~, child, spouse, grandchild, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, or near relative who had been living in the same household. Where extensive travel is involved or where extraordinary circumstances prevail, the School Board 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~~ **sibling-in-law**.

ARTICLE 21: SALARIES

- 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 Teachers who teach on a part-time basis shall ~~not be required to~~, **when required by the Employer**, attend **professional learning sessions** ~~workshops~~ 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 24: ISOLATION ALLOWANCE

- 24.01 TEACHERS IN ISOLATED SETTLEMENTS: Every teacher teaching school in a settlement as described in this Article, **and other settlements as determined by the Employer**, shall be paid ~~the a bonus set out opposite the description of that settlement~~ as follows:

TEACHERS HOLDING CERTIFICATES AND LICENCES ON THE ISLAND PORTION OF THE PROVINCE

Effective	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
(a)	\$2243	\$2243	\$2500	\$2550
(b)	\$2243	\$2243	\$2500	\$2550
Effective	September 1, 2016	September 1, 2017	September 1, 2018	September 1, 2019
(a)	\$3297	\$3297	\$3297	\$3297
(b)	\$2243	\$2243	\$2243	\$2243
(c)	\$2243	\$2243	\$2243	\$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.~~
- (b) (a) Every settlement ~~in~~ **on the island portion of** the Province connected by road with other settlements but not with the main highway.
- (c) (b) Every settlement ~~in~~ **on the island portion of** the Province connected to other settlements and to a main highway by a ferry service. ~~which is not continuous.~~
- ~~24.02 Teachers employed in isolated areas of Labrador shall receive the greater of the allowances as determined by Clauses 48.01 and 24.01.~~
- 24.02 Teachers holding Certificates and Licences in Labrador shall be paid an annual bonus as follows: September 1, 2024 - \$2000 and September 1, 2025 - \$2040.
- 24.03 There shall be consultation between the Association and the Employer regarding the criteria to be used when applying this Article to other settlements in accordance with Clause 24.01.

*Subsequent clauses renumbered accordingly

ARTICLE 26: GROUP INSURANCE

- 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)~~ **fifty-eight and one half (58.5)** weeks.

ARTICLE 28: LENGTH OF THE SCHOOL YEAR

- 28.01 (a) (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of ~~1845~~ 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, **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.

ARTICLE 29: WORKLOAD

- 29.07 The School Boards shall ~~prior to the expiration of this Agreement undertake a review of and/or develop and~~ **have 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) **Subject to Schedule D and clause 29.09(b), at the beginning of each school year and following consultation with teachers, the principal shall make reasonable effort to establish a tentative meeting schedule. Subject to Schedule D, and when such meetings occur outside the regular instructional day, reasonable 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.**
- (b) **Teachers shall be given as much notice as possible in advance of ISSP and IEP meetings.**
- (i) **Reasonable effort shall be made to schedule ISSP and IEP meetings during the instructional day. ISSP meetings should not normally be of more than sixty (60) minutes in duration and IEP meetings should not normally be of more than thirty (30) minutes in duration.**
- (ii) **Subject to Clause 29.09(b)(i) and Schedule D, when it is necessary to hold ISSP and IEP meetings outside of the instructional day, reasonable 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) for ISSP meetings and thirty (30) minutes for IEP meetings.**

ARTICLE 31: GRIEVANCE PROCEDURE

- 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)~~ **ten (10)** 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.
- 31.05 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 **Superintendent of Schools** ~~Director of Education~~, or to the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador within fifteen (15) calendar days of receipt of the decision under Clause 31.04.
- 31.06 The decision of the **Superintendent of Schools** ~~Director of Education~~, or the Directeur général shall be transmitted in writing to the aggrieved teacher or group of teachers within ~~ten (10) calendar~~ **fifteen (15) calendar** days of the receipt of the grievance under Clause 31.05. In all grievances, the **Superintendent** ~~Director~~, or the Directeur général, shall forward a copy of the reply to the Association.
- 31.07 If the decision of the **Superintendent of Schools** ~~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.
- 31.08 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 shall submit the grievance in writing to the appropriate Divisional Head of the Department of Education within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the grievance stating the precise nature of the grievance and the Article and Clause of the Agreement over which the grievance arises.
- 31.09 Where a grievance has been filed in accordance with Clause 31.08, the Divisional Head shall, within fifteen (15) calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied or represented at this meeting by a representative of the Association.

- 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)~~ **ten (10)** 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 does not result in settlement of the grievance, the aggrieved teacher or group of teachers may submit the grievance in writing to the Deputy Minister of Education within fifteen (15) calendar days of receipt of the decision under Clause 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)~~ **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.

ARTICLE 32: ARBITRATION

- 32.01 Where a grievance has not been settled under the grievance procedure, or where there is a dispute as to whether the matter is arbitrable:
- (a) the teacher with the written consent of the Association; or
 - (b) in the case of a grievance arising in accordance with Clause 31.20, the Association or the Employer, as the case may be, may, within ~~seven (7)~~ **fifteen (15)** calendar days after exhausting the grievance procedure, notify the other party in writing of the desire to submit the grievance to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving notice. For the purpose of a referral to arbitration by either the Association or the Employer, the grievance procedure will be deemed to be exhausted when either party so notifies the other in writing either by personal service or by registered mail.
- 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.**
- 32.032 The party to whom notice is given under Clause 32.01 shall, within ~~seven (7)~~ **fifteen (15)** calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.

***Subsequent clauses renumbered accordingly**

ARTICLE 33: SEVERANCE PAY

- ~~33.02 A teacher who has resigned or retired may be re-employed if the 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 received pursuant to Clause 33.01 above or if a refund is made of the appropriate proportionate part of such severance pay.~~

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.~~

***Subsequent clauses renumbered accordingly**

ARTICLE 43: DURATION OF AGREEMENT

- 43.01 This Agreement shall be in effect for a term beginning September 1, 2016 and ending on August 31, 2022 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.

ARTICLE 48: LABRADOR BENEFITS

48.01 The provisions of the Labrador Benefits Agreement as outlined in Schedule I shall be fully applicable to teachers in Labrador.

~~48.02 Teachers employed in isolated areas of Labrador shall receive the greater of the allowances as determined by Clauses 48.01 and 24.01.~~

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;~~
- (ii) the illness for which the substitute teacher obtained leave occurred after the teacher commenced employment during a contract period;
- (iii) the payment of sick leave benefits will not extend beyond the termination date of the contract period;
- ~~(iv) substitute teachers who accumulate fifty (50) days of teaching service through a series of short-term contracts will be paid for sick leave days certified by the School Board(s) retroactive to the date the teacher first commenced employment in the school year. After fifty (50) days, sick leave benefits will be paid as claims are submitted by the School Board(s).~~
- (v) Effective September 1, 2006, substitute teachers with no previous teaching experience in the province who qualify for sick leave in accordance with this clause will be awarded sick leave in accordance with Clauses 15.02(b), 15.02(c), 15.02(d) and 15.10(c).

***Subsequent clauses renumbered accordingly**

ARTICLE 50: ALLOWANCES

50.01 The allowances for principals, vice-principals, program specialists, department heads, ~~school guidance~~ counsellors, 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, 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.

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:

- (i) Principal
- (ii) Vice-Principal
- (iii) Program Specialist
- (iv) Department Head
- (v) ~~School Guidance~~ **School Guidance** Counsellor
- (vi) Other teachers allocated ~~under the teachers' salary regulations~~
- (vii) Teaching and Learning Assistant

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.

ARTICLE 56: REDUNDANCY PROVISIONS

- 56.04 (a) Teachers who are employed in the position of program specialist, principal, vice-principal, department head, 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 or coercion in the workplace and it shall not refuse to employ or to continue to employ or otherwise discriminate against a person in regard to employment or a term or condition of employment on the basis 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 Association, or the conviction for an offence that is unrelated to the employment of the person.~~

ARTICLE 58: HARASSMENT

- 58.01 The Boards and the Association recognize the right of all teachers to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall

be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take reasonable steps to ensure that the harassment stops and that individuals who engage in such behaviour are dealt with appropriately and/or disciplined. The Employer and the Association agree that victims of harassment shall be supported, and protected, where possible, from the repercussions which may result from a complaint.

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 **or the conviction for an offence that is unrelated to the employment of the person.**

SCHEDULE B: Substitute Teacher Salary Scale September 1, 2022 - August 31, 2023

Certificate Level	1	2	3	4	5	6	7	8	9	10	11	12
I	26824	28196	29173	30534	31296	31763						
II	30157	32393	33943	35513	36726	37584	38148					
III	34408	36624	38315	39484	41015	42570	43447	44094				
IV	38432	40592	42570	44550	46091	47630	49195	50090	50838			
V	44347	46535	48522	50500	52483	54044	55639	57232	58164	59041		
VI	50918	53136	55117	57094	59081	61063	62671	64300	65938	66914	67916	
VII	58148	60404	62385	64354	66353	68315	70298	71963	73640	75298	76325	77475

Emergency Supply – \$14 313

SCHEDULE B: Substitute Teacher Salary Scale September 1, 2023 - Contract Signing Date or January 14, 2024 (whichever is earlier)

Certificate Level	1	2	3	4	5	6	7	8	9	10	11	12
I	27360	28760	29757	31145	31922	32398						
II	30760	33041	34622	36223	37460	38336	38911					
III	35096	37356	39082	40274	41836	43422	44316	44975				
IV	39201	41404	43422	45441	47012	48582	50178	51092	51855			
V	45234	47466	49493	51510	53533	55125	56752	58377	59328	60221		
VI	51936	54198	56219	58236	60263	62284	63924	65586	67257	68252	69274	
VII	59311	61612	63633	65641	67680	69681	71704	73402	75113	76804	77851	79025

Emergency Supply – \$14 599

SCHEDULE B: Substitute Teacher Salary Scale
January 15, 2024 or Contract Signing Date (whichever is earlier) - August 31, 2024

Certificate Level		1	2	3	4	5	6	7	8	9	10	11	12
I	27360	28760	29757	31145	31922	32398	33208						
II	30760	33041	34622	36223	37460	38336	38911	39884					
III	35096	37356	39082	40274	41836	43422	44316	44975	46100				
IV	39201	41404	43422	45441	47012	48582	50178	51092	51855	53151			
V	45234	47466	49493	51510	53533	55125	56752	58377	59328	60221	61727		
VI	51936	54198	56219	58236	60263	62284	63924	65586	67257	68252	69274	71006	
VII	59311	61612	63633	65641	67680	69681	71704	73402	75113	76804	77851	79025	81000

Emergency Supply – \$26 325

SCHEDULE B: Substitute Teacher Salary Scale
September 1, 2024 - August 31, 2025

Certificate Level		1	2	3	4	5	6	7	8	9	10	11	12
I	27907	29335	30352	31768	32560	33046	33872						
II	31376	33702	35314	36947	38209	39103	39689	40681					
III	35798	38103	39863	41079	42672	44290	45202	45875	47022				
IV	39985	42232	44290	46349	47953	49554	51182	52114	52892	54214			
V	46139	48415	50482	52541	54603	56228	57887	59544	60514	61426	62962		
VI	52975	55282	57344	59401	61468	63530	65203	66897	68602	69617	70659	72426	
VII	60497	62844	64905	66954	69034	71074	73138	74870	76615	78340	79408	80605	82620

Emergency Supply – \$26 852

SCHEDULE B: Substitute Teacher Salary Scale
September 1, 2025 - August 31, 2026

Certificate Level		1	2	3	4	5	6	7	8	9	10	11	12
I	28465	29922	30959	32403	33212	33707	34550						
II	32003	34376	36020	37686	38974	39885	40483	41495					
III	36514	38865	40661	41901	43526	45176	46106	46792	47962				
IV	40785	43077	45176	47276	48912	50545	52206	53156	53950	55298			
V	47061	49384	51492	53591	55695	57352	59045	60735	61725	62654	64221		
VI	54034	56388	58491	60589	62697	64800	66507	68235	69974	71010	72073	73874	
VII	61707	64101	66203	68293	70415	72496	74601	76368	78147	79907	80996	82217	84273

Emergency Supply – \$27 389

SCHEDULE C: Annual Salary Scale
September 1, 2022 - August 31, 2023

Certificate Level	1	2	3	4	5	6	7	8	9	10	11
		1*	2	3	4	5	6	7	8	9	10
I	N/A	34423	35908	37393	38874						
II	N/A	39774	41980	44191	46395	48602					
III	N/A	44765	46973	49177	51384	53593	55796				
IV	N/A	50066	52557	55052	57552	60051	62552	65049			
V	N/A	57051	59575	62095	64618	67141	69661	72183	74707		
VI	N/A	65071	67754	70436	73119	75802	78484	81167	83847	86530	
VII	N/A	73586	76289	78990	81687	84387	87087	89785	92487	95186	97889

Emergency Supply – \$17 007

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

SCHEDULE C: Annual Salary Scale

September 1, 2023 - Contract Signing Date or January 14, 2024 (whichever is earlier)

Certificate Level	1	2	3	4	5	6	7	8	9	10	11
		1*	2	3	4	5	6	7	8	9	10
I	N/A	35111	36627	38141	39651						
II	N/A	40569	42820	45075	47323	49574					
III	N/A	45660	47912	50160	52412	54665	56912				
IV	N/A	51068	53608	56153	58703	61252	63803	66350			
V	N/A	58192	60766	63337	65910	68484	71055	73627	76201		
VI	N/A	66373	69109	71845	74581	77318	80054	82790	85524	88260	
VII	N/A	75058	77815	80570	83321	86075	88829	91581	94337	97090	99847

Emergency Supply – \$17 348

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

SCHEDULE C: Annual Salary Scale

January 15, 2024 or Contract Signing Date (whichever is earlier) - August 31, 2024

Certificate Level	1	2	3	4	5	6	7	8	9	10	11	
		1*	2	3	4	5	6	7	8	9	10	
I	N/A	35989	36627	38141	39651	40642						
II	N/A	41583	42820	45075	47323	49574	50813					
III	N/A	46802	47912	50160	52412	54665	56912	58335				
IV	N/A	52344	53608	56153	58703	61252	63803	66350	68009			
V	N/A	59647	60766	63337	65910	68484	71055	73627	76201	78106		
VI	N/A	68032	69109	71845	74581	77318	80054	82790	85524	88260	90467	
VII	N/A	76934	77815	80570	83321	86075	88829	91581	94337	97090	99847	102343

Emergency Supply – \$26 325

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

SCHEDULE C: Annual Salary Scale
September 1, 2024 - August 31, 2025

		1	2	3	4	5	6	7	8	9	10	11
Certificate Level			1*	2	3	4	5	6	7	8	9	10
I	N/A	35989	37359	38904	40444	41455						
II	N/A	41583	43676	45976	48270	50565	51829					
III	N/A	46802	48870	51164	53460	55758	58051	59502				
IV	N/A	52344	54681	57276	59877	62477	65079	67677	69369			
V	N/A	59647	61981	64604	67229	69853	72476	75099	77725	79668		
VI	N/A	68032	70491	73282	76073	78864	81655	84446	87234	90026	92276	
VII	N/A	76934	79371	82181	84987	87796	90605	93412	96223	99031	101844	104390

Emergency Supply – \$26 852

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

SCHEDULE C: Annual Salary Scale
September 1, 2025 - August 31, 2026

		1	2	3	4	5	6	7	8	9	10	11
Certificate Level			1*	2	3	4	5	6	7	8	9	10
I	N/A	36709	38106	39682	41253	42284						
II	N/A	42415	44550	46896	49235	51577	52866					
III	N/A	47738	49848	52187	54530	56873	59212	60692				
IV	N/A	53391	55774	58422	61074	63727	66380	69030	70756			
V	N/A	60840	63221	65896	68573	71250	73925	76601	79279	81261		
VI	N/A	69393	71901	74747	77595	80442	83288	86135	88979	91826	94122	
VII	N/A	78473	80959	83825	86687	89552	92417	95280	98148	101012	103881	106478

Emergency Supply – \$27 389

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

* **Effective date of signing, each teacher will receive a one-time recognition bonus payment of \$2,000 pro-rated based on days worked during the 2022-2023 school year.**

SCHEDULE C Allowances per Annum

	March 1, 2022 to August 31, 2022	Sept 1, 2022 to August 31, 2023	Sept 1, 2023 to August 31, 2024	Sept 1, 2024 to August 31, 2025	Sept 1, 2025 to August 31, 2026
Principal Basic Allowance	5689.79	5803.58	5919.65	6038.05	6158.81
Per Classroom:					
First 15	844.21	861.10	878.32	895.88	913.80
Thereafter	773.87	789.35	805.14	821.24	837.67
*Vice Principals to receive an allowance equal to one-half					
Program Specialists:					
For each room up to 12	739.91	754.71	769.80	785.20	800.90
each of the next 12 rooms	370.01	377.41	384.96	392.66	400.51
each of the next 12 rooms	184.94	188.64	192.41	196.26	200.18
Educational Psychologists:					
For each room up to 12	457.60	466.75	476.09	485.61	495.32
each of the next 12 rooms	228.85	233.42	238.09	242.86	247.71
each of the next 12 rooms	114.34	116.63	118.96	121.34	123.77
Guidance Counsellors:					
For each room up to 12	457.60	466.75	476.09	485.61	495.32
each of the next 12 rooms	228.84	233.41	238.08	242.84	247.70
each of the next 12 rooms	114.34	116.63	118.96	121.34	123.77
Sole Charge:					
Number of Grades					
1 to 3	3090.01	3151.81	3214.85	3279.14	3344.73
4 to 6	3606.26	3678.38	3751.95	3826.99	3903.53
7 or more	4295.91	4381.83	4469.46	4558.85	4650.03
Specialist Teachers	4576.21	4667.74	4761.09	4856.31	4953.44
Department Heads	3813.39	3889.66	3967.45	4046.80	4127.73

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 EDUCATIONAL PSYCHOLOGISTS

The parties to the Collective Agreement agree as follows:

- (1) "Allowance" means the allowances payable ~~school guidance~~ counsellors and 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.

SCHEDULE I
LABRADOR BENEFITS AGREEMENT

Update to reflect current Labrador Benefits Agreement.

SCHEDULE M
MEMORANDUM OF UNDERSTANDING RE RETROACTIVITY

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

LETTERS

Letter #1 - Attendance at Meetings	Renewed
Letter #2 - Instruction Time	Renewed
Letter #3 - Pensionable Service During A Legal Work Stoppage	Renewed
Letter #4 - Emergency Supply	Renewed
Letter #5 - Interpretation of Articles 9 and 13	Renewed
Letter #6 - Length of Primary Day	Renewed
Letter #7 - Market Adjustment	Renewed

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

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 Educational Psychologists will continue to be covered by this Collective Agreement, as long as they remain in a ~~the~~ permanent position.

Letter #9 - Letter of Understanding Re: Employer Cost Sharing for Post Employment NLTA Group Insurance Premiums Renewed

Letter #10 - Recruitment and Retention Committee

There shall be a Committee established within 120 days 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, Department of Education and school districts. The Committee shall report on these issues not later than one (1) year after the establishment of the Committee.

Letter #11 - Access to Leave Accruals

The parties acknowledge that the Employer is exploring methods in which the employee can access their leave accruals.

Letter #12 - TARC Report Committee

There shall be an Advisory Committee established within 120 days of the signing of this Agreement for the purpose of considering the appropriateness and feasibility of implementing recommendations from the Teacher Allocation Review Committee Report, released October 14, 2022. The Committee shall consist of a maximum of three (3) representatives from each of the Newfoundland and Labrador Teachers' Association, the Department of Education and the School Districts. The Committee shall bring a report forward not later than one (1) year after the establishment of the Committee.

Letter #13 - Responsive Teaching and Learning Model Committee

There shall be a Committee established within 120 days of the signing of this Agreement for the purpose of conducting a review of the Responsive Teaching and Learning Model. The Committee shall consist of a maximum of three (3) representatives from each of the Newfoundland and Labrador Teachers' Association, the Department of Education and the School Districts. The Committee shall bring a report forward not later than one (1) year after the establishment of the committee.

Letter #14 - National Day for Truth and Reconciliation

Should a statutory holiday be recognized by the Provincial authorities in recognition of the National Day for Truth and Reconciliation the paid holidays provided in Clause 28.01(a)(ii) shall be increased by one and the teaching days will be reduced by one.

Letter #15 - Other Post-Employment Benefits

The Parties agree to meet to discuss Government's position that there are challenges to the long-term sustainability of providing other Post-Employment Benefits (OPEBs) within 90 days of signing the collective agreement.

NEW HIRING MEMORANDUM OF UNDERSTANDING
THIS MOU GOVERNS SENIORITY TRANSFER TO THE EXCLUSION OF CLAUSE 6.11 WHILE IT IS IN EFFECT.

Notwithstanding Article 6 the following will apply for the Transfer Round:

Seniority Transfer Round for Tenured Teachers and Teachers who are/were Eligible to Successfully Complete Probation at the End of the School Year (Excluding Positions of Administrative Responsibility as listed in clause 36.01(a)).

- (a) There shall be an initial posting by May 1 of all permanent positions known to the School Districts, hereinafter referred to as the "seniority transfer round". The School Districts shall make reasonable effort to accommodate requests from competent, suitable and qualified teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year. When filling permanent positions only, if more than one such teacher makes a request for the same permanent teaching position, all of whom are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).
- (b) First offers to the most senior competent, suitable and qualified applicant for each position posted in the transfer round shall be made by no later than 72 hours after the posting has closed, excluding weekends and holidays. Notwithstanding the foregoing, offers shall be made by 8:30 am, excluding weekends and holidays.
- (c) All seniority transfer round positions shall be posted for a period of four (4) calendar days, excluding weekends and holidays, following the conclusion of the redundancy/reassignment/layoff/recall process as per Article 9 of the Provincial Collective Agreement. New vacancies will be posted during the seniority transfer round as they arise.
- (d) The seniority transfer round shall end on July 15. In filling permanent positions that arise after July 15, the employer shall not be required to give consideration to tenured teachers and teachers who are/were eligible to successfully complete probation at the end of the school year, unless such a permanent position would result in betterment for a teacher in accordance with the definition of "betterment of position" in clause (e) of this MOU.
- (e) For the purposes of this MOU, "betterment of position" means a teacher's right to be offered and to accept a position that increases, alone or in combination with another position, their percentage of a full time position. For greater clarity, offers to part time teachers of positions that better their percentage of a full-time position, alone or in combination with another position, shall not be considered to be offers within the meaning of this MOU.
- (f) Subject to clause (b) above, all offers on seniority transfer round positions shall be made as soon as possible following the closing date for applications. Applicants shall have 24 hours to accept or reject an offer. Allowing an offer to expire shall mean that the offer is rejected.
- (g) As offers are accepted and rejected, seniority based offers on transfer round positions shall continue to be made in accordance with clause (b).
- (h) Teachers can expect to receive multiple offers for seniority transfer round positions, based on seniority, as offers are accepted and rejected. There shall be a limit of three (3) offers on seniority transfer round positions which any individual teacher applicant may accept or reject, subject to betterment of position as per clauses (d) & (e) herein.
- (i) Teachers may remove themselves from a competition they are no longer interested in before they have received an offer in that competition. If they have not removed themselves from that competition and an offer is made, it shall be deemed to be an offer within the meaning of clause (h).

- (j) **It is understood that seniority transfer round positions for which there are no competent, suitable and qualified applicants who are tenured teachers or teachers who are/were eligible to successfully complete probation at the end of the school year will not be subject to the requirements for seniority based transfers and shall otherwise be filled in accordance with Clause 6.11 of the Provincial Collective Agreement.**
- (k) **Probationary teachers who accepted a permanent position on or before [insert date of signing] shall have the same rights as tenured teachers for the purpose of this MOU. The parties agree that this MOU is in effect from [insert date of signing of this collective agreement] until [insert termination date of this collective agreement] and does not roll over to the next collective agreement in the absence of all parties' agreement to same.**

Additional Notes:

- Memorandum of Understanding re Layoffs During the Term of the Collective Agreement will not be renewed/roll over and will be removed from the Agreement.
- The parties agreed to 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.
 - In addition to the foregoing, the parties agree to make such further changes as are necessary to achieve inclusive language prior to the signing of the collective agreement, subject to review and endorsement by the Office of Women and Gender Equity.
- The parties agreed to the change of “Guidance Counsellor” to “School Counsellor” throughout the Agreement.
- The parties agreed to change “Director of Education” to “Superintendent of Schools” throughout the Agreement.
- Provisions related to leave for victims of domestic violence, as well as probationary periods for Teaching and Learning Assistants have already been incorporated into the Agreement upon the merging of the Labrador West and Provincial bargaining units.

Notices Provided: Employer

- 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.
- The Employer serves notice that it will be following the strict interpretation of the collective agreement regarding the application of Articles 6 and 7.

Notices Provided: Association

- The Association serves notice that effective the date of signing of the collective agreement or the coming into force of An Act to Amend the Schools Act, 1997 No.2 (whichever is later), and particularly sections 51.2 (a) and (b) of that Act, it will be following the strict interpretation and enforcement of the Collective Agreement regarding the application of Article 30. {For clarity, sections 51.2 (a) and (b) provide, in relevant part: “All agreements, contracts, debts, liabilities and other obligations of the school board of the Newfoundland and Labrador English School District are assumed by the Crown and the Crown shall fulfil and satisfy all those agreements, contracts, debts, liabilities and other obligations”, and “The Crown is substituted for the school board of the Newfoundland and Labrador English School District in respect of employment contracts held by the school board of the Newfoundland and Labrador English School District at the time this section comes into force”.}