

COLLECTIVE AGREEMENT: SUMMARY OF CHANGES

This document contains information regarding changes in the 2022-2026 Provincial Collective Agreement, which was signed on February 1, 2024. Individuals who have questions related to any of the topics presented below or other Collective Agreement matters should contact an NLTA Administrative Officer via mail@nlta.ca, or by calling 709-726-3223 or 1-800-563-3599.

SALARIES, ALLOWANCES AND OTHER COMPENSATION

What are the Salary Changes?

For Year 1, the 2022-23 school year, there is a 2% retroactive increase on all salaries and allowances. There is also a one-time, \$2,000 Recognition Bonus, prorated based on the 2022-23 school year.

In Year 2, the 2023-24 School Year, there are several components to the changes.

- There is a 2% retroactive increase on all salaries and allowances, effective as of September 1, 2023.
- Second, there are adjustments to the salary grids. Effective January 15, 2024, the first step of Schedules B and C was eliminated, and a new step added, with an increase of 2.5% for teachers already at the top of the scale for their certificate level.
- Emergency Supply teachers will also see an increase in pay.

For Years 3 and 4, the 2024-25 and 2025-26 school years, there is a 2% increase on all Schedule B and C salaries and allowances, effective September 1 of each year, respectively.

Over the term of the Agreement, the combined effect of the annual 2% increases to salaries and allowances, along with the adjustments to the salary grid, result in overall salary increases ranging from 10.9% to 14.2%, depending on where you currently are on the salary grid.

When will I receive my retro pay/recognition bonus?

The retroactive portion of the salary increases, as well as the one-time recognition bonus payment, are being processed by Teacher Payroll with the following target dates:

- March 7 – payout of all retroactive monies owed to active teachers reflecting the change in salary (Schedules B and C) as of September 1, 2022, further changes as of September 1, 2023, and adjustments to salary grids (Schedule B and C) effective January 15, 2024.
- March 21 – payout of \$2,000 (prorated) Recognition Bonus to all eligible teachers.
- April – retroactive pay to all teachers who have retired since September 1, 2022 and associated pension adjustments. (Exact date to be determined.)

Am I entitled to the Recognition Bonus?

The Recognition Bonus is prorated based on days worked during the 2022-23 school year. This includes all time worked that year on a permanent, term and/or substitute basis. Proration also includes any periods of leave for which seniority still accrued – maternity/adoption/parental leave; sick leave (paid and/or unpaid); deferred salary leave; educational leave (paid and/or unpaid); and injury on duty leave while in receipt of WorkplaceNL temporary earnings loss benefits. Periods of general unpaid leave during the 2022-23 school year do not count towards the Recognition Bonus.

What other changes were made?

Other changes include:

- The redundancy allowance provisions have been expanded to include teachers declared redundant from a sole charge position.

- It is now clear under the Agreement that, if required by the Employer, part-time teachers must attend professional learning sessions that occur during school hours when they would not normally be scheduled to work, and they shall be paid at their normal rate of pay for such periods of time.
- Improvements were made to Isolation Allowances. For teachers in schools on the Island portion of the province, the annual isolation bonus will increase by 11.4% to \$2,500 effective September 1, 2024, and will rise by a further 2%, to \$2,550, effective September 2, 2025. There is also a change in the Description of Settlement definition to expand eligibility and include more communities on the Island portion of the province.
- All teachers in Labrador will be eligible, for the first time, to receive both an Isolation Bonus and allowances payable under the Labrador Benefits Agreement. The annual Isolation Bonus for teachers in Labrador will be \$2,000, effective September 1, 2024, with a 2% increase to \$2,040 effective September 1, 2025.

References: [Clause 56.04](#), [Clause 21.08](#), [Schedule B](#), [Schedule C](#), [Article 24](#)

CHECK THE SENIORITY LIST!!!

There have been changes to the seniority list provisions of the Collective Agreement. Teachers with concerns about the accuracy of the Employer's calculation of their seniority **MUST** contest their seniority within **30 days** of the posting of the seniority list. The seniority lists were posted by NLSchools and the Conseil Scolaire Francophone, respectively, on January 31. Teachers with NLSchools and the Conseil have until March 1, 2024 to challenge their seniority and be assured that any resulting correction(s) will be effective for all decisions made during the 2024 redundancy, reassignment and recall process and the 2024 staffing season.

Failure to make a challenge within this 30 day period means that any changes as a result of a challenge will **only apply to future matters, five working days from the date of challenge**. Employer decisions made in reliance on incorrect seniority that was not challenged within 30 days of the posting of the list **will not be changed**.

How is seniority used?

Under the collective agreement, the Employer must consider seniority for permanent transfer in accordance with 6.11(a) of the agreement, as well as for redundancy, recall and reassignment matters for permanent teachers.

Can I still make a challenge after the 30 days have passed?

Yes. However, any changes as the result of a late challenge will only apply prospectively, five working days from the date you made your challenge. Past Employer decisions will not be reversed if you did not challenge within the 30 day period.

Do replacement, term and substitute teachers need to verify their seniority?

No. Neither redundancy, reassignment and recall, nor permanent transfer as per clause 6.11(a) apply to replacement, term and substitute teachers.

Reference: [Clause 9.18](#)

HIRING

Most teachers would probably agree that the hiring process is not as efficient and timely as it should be. There are often considerable delays, leading to situations where teachers are being hired at the last moment before the school year begins. Delays in hiring are a concern for both the Association and Employer.

Changes to Posting Requirements

Substitute and Replacement positions that are less than 6 weeks in duration do not need to be posted. Previously, the threshold for posting such positions was one month.

Reference: Clause 8.02

New Memorandum of Understanding re: Seniority Transfer *When does the Memorandum Take Effect?*

The Memorandum of Understanding (MOU) came into effect upon signing (February 1, 2024) and remains in effect for the duration of the new collective agreement. However, both parties will have to agree in order for it to carry over to subsequent contracts. The MOU will be implemented for the upcoming staffing season.

What does the MOU Do?

The new MOU is intended to strike a reasonable balance in making the staffing process more efficient and more timely. Seniority transfers are still in place, but with limits on timing and on the number of transfer offers any one permanent teacher may accept and/or reject, subject to betterment. These changes should also open up more and earlier opportunities for replacement and substitute teachers applying for permanent positions.

As already stated, the MOU is specifically stated to be in effect only for the term of the new agreement unless the parties agree to renew it. In this regard, the NLTA will be closely monitoring the overall effectiveness of these new provisions in advance of the next round of negotiations.

The MOU establishes a "Seniority Transfer Round," the main points of which are:

- All known permanent positions are posted by May 1. Some positions may be posted much earlier and teachers should be watching the job boards as of now.
- The Employer must 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.
- As a general rule, seniority transfer provisions only apply to tenured teachers and teachers who have successfully completed the probationary period who are seeking transfer to a different permanent position. **HOWEVER**, there is one **exception: probationary teachers who accepted a permanent position on or before February 1, 2024, have the same rights as tenured teachers for the purpose of the MOU.**
- The seniority transfer round ends on July 15.
- For permanent positions that arise after July 15, the Employer is not required to consider teachers who are tenured, or who are/were eligible to successfully complete probation at the end of the school year, who apply, **unless the position "better" the teacher.**
- For the first time, the concept of "betterment" appears in the collective agreement. Under the MOU, betterment is defined as a position that increases a teacher's percentage of full-time position, either alone or in combination with another position.
- Transfer round positions shall be posted for 4 calendar days, excluding weekends and holidays.
- Also, for the first time, the MOU establishes a timeframe for the Employer to make offers on positions. First offers on competitions must be made no later than 72 hours after a position closes, excluding weekends and holidays, and by no later than 8:30 a.m. If a first offer is declined, subsequent offers are to be made as soon as possible following closing.
- Applicants seeking a transfer will have 24 hours to accept an offer, which is already the standard under current agreement language. Allowing an offer to expire amounts to declining the position which is, again, already current practice.
- The MOU establishes a **maximum limit of three offers per**

teacher on seniority transfer round positions. The exception to this rule is betterment. If a position would result in a teacher holding a greater percentage of a full-time position, the limit of three offers would not apply. **A teacher does not have to accept an offer for it to count as one of the three. Any offer counts, accepted or not, subject to betterment.** Teachers will be able to remove themselves from competitions before an offer is made.

Reference: MOU

Changes to Article 6

There were changes made to Clauses 6.11 and 6.12, which govern hiring. While the MOU applies for the seniority transfer round, the negotiated changes mean that probationary teachers will be able to apply for transfer as a Pool 1 applicant during the staffing season **in the year that they are eligible to successfully complete probation at the end of the school year.** This reduces the potential delay in becoming a Pool 1 candidate by one year. (As previously stated, with respect to the seniority transfer round only, there is an exception that probationary teachers who accepted a permanent position on or before February 1, 2024, have the same rights as tenured teachers for the purpose of the MOU.)

If these changes had not been negotiated, probationary teachers would not be considered as Pool 1 candidates for hiring until they were tenured. To be tenured, a teacher **MUST** complete their probationary period **AND** enter into a continuing contract at the beginning of the next school year. As such, if there were no negotiated changes to the agreement, teachers hired into their first permanent position would have to serve 2, 3, or even 4 years, depending on individual circumstances, before they would be eligible for transfer as a Pool 1 applicant during the staffing season.

There is an amendment to Clause 6.11(c) as well, for clarity purposes, to distinguish between probationary and continuing contracts, but this does not change the current impact or operation of the collective agreement.

References: Clauses 6.11, 6.12

GRIEVANCE AND ARBITRATION PROCESS

There have been changes to the grievance and arbitration process. A sole decision maker is now an alternative to a three-person arbitration board if all parties agree. This can speed up the arbitration process in appropriate cases, as well as reduce costs.

There have been changes to timelines in the arbitration clauses of the Agreement:

- An increase from 7 to 15 calendar days for initial referral to arbitration
- An increase from 7 to 15 calendar days to name a nominee to an arbitration board

Timelines for Employer Grievance responses have also changed.

- At stage 1 of the grievance process, the Employer will have 10 calendar days to respond instead of 5.
- At stage 2 of the grievance process, the Employer will have 15 calendar days to respond instead of 10.

These timelines are more realistic and in line with current practice.

References: Articles 31 and 32

NEW COMMITTEES

The new agreement requires the establishment of a committee to investigate issues related to the recruitment and retention of teachers and substitute teachers. The Committee will issue a report no later than one (1) year after its establishment.

A committee to conduct a review of the Responsive Teaching and Learning model is also established, with a report due no later than 1 year after the establishment of that committee. The Association will use this to support and advance ongoing advocacy efforts to address the under-resourcing and unsustainability of the RTL model.

A new Letter also provides for the establishment of an Advisory Committee for the purpose of considering the appropriateness and feasibility of implementing recommendations from the Teacher Allocation Review Committee Report, which was released in October 2022. The Committee is required to bring a report forward not later than one (1) year after the establishment of the Committee.

The Association has made initial contact with Department of Education officials regarding the establishment of these committees.

References: [Letter 11](#), [Letter 14](#), [Letter 13](#)

SICK LEAVE

The Association has been advocating for the Employer to make information on leave accruals more easily accessible for teachers. The Employer now has a positive obligation to explore methods to implement this.

Teachers with ongoing medical conditions may now submit one note (that is satisfactory to the Employer) per year to cover absences related to that recurring condition. For example, a teacher who is prone to migraine headaches would only have to submit one medical note for the use of sick leave related to this condition versus having to visit their physician on multiple occasions when they must miss work due to migraines.

Changes to Article 49 eliminate the delay experienced by substitute teachers in accessing previously accrued sick leave. Substitute teachers no longer have to wait until they have worked 50 days in a school year to be able to access sick leave.

References: [Letter 12](#), [Clause 15.04\(b\)](#), [Clause 49.06](#)

COST SHARING OF GROUP INSURANCE

The maximum period for Government cost sharing of group insurance premiums during parenting leaves has increased from 39 weeks, up to 58 1/2 weeks while school is in session. This is reflective of changes to Employment Insurance regulations that allow for an extended period of leave from employment for parenting reasons. The maximum duration of parenting leaves was extended in a previous round of bargaining, and now employer contributions to group insurance premiums will continue for those who choose a longer period of leave.

Reference: [Clause 26.06](#)

DEFERRED SALARY LEAVE

Teachers now have the option to finance a year of deferred salary leave over 5 years, and to take the leave in year six. This is an addition to the current options of 2 over 3, 3 over 4, and 4 over 5. This change should help make deferred salary leave more financially accessible by enabling teachers to spread the salary deferral out over a longer period.

References: [Clause 51.03\(a\)](#), [Schedule F](#)

SCHOOL CALENDAR

National Day for Truth and Reconciliation

If an official statutory holiday is recognized by Provincial authorities in recognition of the National Day for Truth and Reconciliation, it will be an automatic additional paid holiday for teachers.

Reference: [Letter 15](#)

Report Card Days

The new collective agreement includes an additional day of teacher release time for preparation work involved in reporting periods. What this means is that, of the 195 paid days in a school year, the equivalent of two full days – an increase from one day – will be for the exclusive use of teachers for report card preparation. This is non-contact time, to be scheduled by the school board in advance of reporting periods.

As per Schedule M, this provision is in effect as of the date of signing (February 1, 2024), so all schools would be entitled to at least two report preparation days (10 hours) (and four PD “shutdown” days) during the current school year. This means that the manner in which the days for report card preparation are applied this year (2023-24) may look a bit different than it will next year (2024-25) as some reporting periods for most schools had likely already passed this year by the time the new agreement was signed.

Reference: [Clause 28.01\(a\)\(ii\)](#)

PURCHASE OF STRIKE TIME FOR PENSIONABLE SERVICE

Teachers who were contributing members of the Teachers’ Pension Plan during either or both of the NLTA work stoppages in 1982-83 and 1993-94 would have lost one month of pensionable service (0.1 years) in each of these school years unless arrangements were previously made to purchase the lost pension service. As a result, some teachers who work 30 complete years have 29.8 or 29.9 worked pensionable years and use rounding to retire in June of a year under ‘30 and out’.

A teacher with 29.5 worked pensionable years can round for retirement purposes in June of a year only. A person with 29.3 or 29.4 worked pensionable years cannot retire in June but must work an additional six or seven months of the following school year to be able to retire under ‘30 and out’. (Rounding can also occur in the same manner for 29 +1, and 25 and 55, but also only in June.) For teachers who are short one or two months and wish to retire as early as possible, this window to purchase strike time can be very important.

Purchasing pension service will also add 0.2% (0.22% for 1982-83 service) of pension accrual for each month purchased.

The cost to purchase this service is based on individual circumstances. Here are a couple of examples, *for illustrative purposes only*:

- A teacher with an annual salary of \$32,256.00 in 1993-94 would pay \$2,367.52 to purchase the one month of pensionable service.
- A teacher with an annual salary of \$36,657.00 in 1993-94 would pay \$2,690.50 to purchase the one month of pensionable service.

Significant interest is part of the purchase price, given that 30 years have passed (more than 40 years for the job action in 1982-83).

For those teachers who are interested in purchasing this service, the procedure is to email the Teachers Pension Plan Corporation (TPPC) at memberservices@tppcnl.ca and ask for a contract to purchase pension service lost during a work stoppage(s). TPPC will send you a contract in the mail outlining the cost and options for payment. **The request to buy back time must be made within the three-month window ending April 30, 2024.** TPPC will provide contracts for any requests made up to and including April 30. The member will then have the option to sign and return the contract to proceed with buying back that strike time in accordance with the contract deadline.

Relatively few teachers have utilized previous windows of opportunity to purchase “strike time” because there is no employer contribution to the cost. However, this window may be very important for those teachers who require one or two months to be able to utilize the rounding option in June of

a year. Teachers should check their pension statement which is mailed each October/November to determine their pension service as of June of a year.

LIMITS ON MEETINGS

There are now specific limits in the agreement on how long meetings can take, along with provisions relating to notice of meetings.

Reasonable effort must be made to establish a tentative meeting schedule at the beginning of a school year. Further, reasonable effort must be made to start such meetings as soon as possible following the end of the instructional day and to conclude such meetings within 60 minutes. What constitutes reasonable effort will be largely fact based. Reasonableness and unreasonableness exist on a spectrum. It is not hard to say what is blatantly unreasonable. An example might be no effort made at all to do this. It would be reasonable, on the other hand, to first establish the meetings that are required and people's availability. This might cause a short delay. Other situations would have to be assessed in context to assess reasonableness. There are also new provisions regarding the notice and duration of ISSP and IEP meetings. As much notice as possible must be given for ISSP and IEP meetings. Reasonable effort shall also be made to schedule ISSP and IEP meetings during the instructional day. Further, 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. When it is necessary to hold ISSP and/or IEP meetings outside of the instructional day, reasonable effort is required to start such meetings as soon as possible following the end of the instructional day and to conclude within sixty (60) minutes for ISSP meetings and thirty (30) minutes for IEP meetings.

These collective agreement changes are all subject to Schedule D of the collective agreement which means, in short, that the normal frequency or duration of after school meetings that already occur at a school cannot be increased because of this new language.

Reference: Clause 29.09

EMPLOYEE ASSISTANCE PROGRAM

Government will now fund a third Employee Assistance Program (EAP) coordinator. The NLTA hopes that this will improve access to mental health and well-being supports for members and allow for more focus on much-needed preventative and proactive work with teachers.

The EAP for teachers is co-owned and co-sponsored by the Employers and the NLTA, and the Association has made initial contact with government to commence the recruitment process for this new position.

Reference: Clause 55.02

VIOLENCE AND ABUSE POLICIES

The previous language in Article 29 contemplated the development of violence and abuse policies as the Employer did not have such policies in place at that time. Therefore, current language has been minimally altered to remove the requirement to "develop" policies since that has been done. **There is no change to the requirement for the Employer to have and implement these policies in Clause 29.07.**

Reference: Clause 29.07

OTHER POST EMPLOYMENT BENEFITS (OPEBS)

The new collective agreement includes only a commitment for the NLTA to meet to discuss government's position on OPEBs. The NLTA did not agree to the Employer's proposal aimed at reducing government's obligations with respect to employer cost sharing of group insurance premiums for retired teachers. The Association also refused to accept government's assertion, without evidence, that sustainability is an issue.

Reference: Letter 16

EDUCATIONAL PSYCHOLOGISTS AND SPEECH LANGUAGE PATHOLOGISTS

Previously, only permanent Educational Psychologists and Speech Language Pathologists who were employed in a permanent position allocated for the 2019-20 school year were guaranteed to remain covered by the NLTA collective agreement as long as they stayed in that permanent position. Under the new agreement, ALL permanent Speech Language Pathologists and Educational Psychologists have that protection during the term of the new agreement.

Reference: Letter 8

LANGUAGE CHANGES

There is a change in title from "Guidance Counsellor" to "School Counsellor" throughout the agreement.

There are also changes to reflect inclusive (with respect to gender) language throughout the agreement.

The Collective Agreement includes updated language in the harassment and discrimination provisions to remove binary references and ensure consistency with provincial Human Rights legislation.

Reference: Articles 57 and 58

RETIREES, ABSENCE PERIOD AND SEVERANCE

While most teachers who were entitled to a severance payout have received it by now, some decided to wait. The barrier for teachers receiving severance at the time of resignation or retirement to return to work as a teacher, should they so desire, has been removed, as it has been struck from Article 33 of the agreement. This change is important in the context of the substitute teacher shortage.

Reference: Article 33

PRIVACY

Language around privacy protections for teacher evaluation files is amended to reflect relevant provisions of privacy legislation.

Reference: Clause 14.04