

Labrador West Contract Negotiations Tentative Agreement

Between



Newfoundland and Labrador
School Boards Association



Her Majesty The Queen In Right of
Newfoundland & Labrador



Newfoundland and Labrador
Teachers' Association

October 17, 2014

Tentative Agreement

Note: **Bold print indicates additions;**

Strikeout ~~print~~ indicates deletions;

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

ARTICLE 3: EFFECTIVE PERIOD

3.01 This Agreement shall be effective from the date of signing, unless specifically provided otherwise, for the term ending on August 31, ~~2012~~ **2016** and shall be automatically renewed thereafter for successive periods of one (1) year unless either party gives written notice to the other party not later than the termination date of its intention to negotiate a renewal.

ARTICLE 6: TEACHER CERTIFICATION

- 6.03 (b) Notwithstanding Clause 6.03(a), **upon obtaining such higher qualifications** teachers are responsible for **making application and providing all required documentation to the Registrar of Teacher Certification** ~~informing the School Board of having obtained such higher qualifications~~ within ninety (90) **calendar** days of having obtained the higher qualification. If the teacher fails to **do so** ~~inform the School Board~~ 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** ~~notifies the School Board~~. This clause does not apply in cases of demonstrated clerical error or in extenuating circumstances as determined at the discretion of the **Registrar** ~~Employer~~.
- (c) **Subject to retroactivity being conditional upon the teacher's responsibility as set out in Clause 6.03(b), upon approval by the Registrar of Teacher Certification of a program or course of studies for certification upgrading, the Registrar shall notify the teacher in writing of the requirements of Clause 6.03(b).**

ARTICLE 7: TEACHER FILES

- 7.01 (a) The School Board will maintain two (2) teacher files: a teacher's **evaluation** ~~professional~~ file and a **teacher's personal** ~~Board Office functionary~~ file.
- (b) Teacher files, **both paper and electronic**, shall be maintained under proper security at the Board Office.
- 7.02 ~~The teacher professional file may be viewed:~~
- (a) ~~by appropriate School Board Committee, the board professional staff, the teacher's school administration and the teacher.~~
- 7.03 ~~The Board Office functionary file shall include such information necessary for the day to day operation of the Board Office.~~
- 7.02~~4~~ A teacher shall be permitted to view his/her files at any reasonable time during normal working office hours and may be accompanied by a representative of the Association.

ARTICLE 12: DEDUCTIONS

12.07 ~~The boards shall deduct Newfoundland Teachers' Pension amounts from the regular pay of teachers when authorized to do so by the teacher.~~

[All remaining clauses to be re-numbered accordingly]

ARTICLE 15: SCHOOL BOARD-TEACHER LIAISON COMMITTEE

- 15.01 (a) There shall be appointed for the **teachers covered by the Labrador West Collective Agreement** ~~Labrador School Board~~ a School Board-Teacher Liaison Committee composed of **a minimum of two and a maximum of three** (3) representatives appointed by the School Board and three (3) appointed by the Association. **One (1)** ~~Two (2)~~ of the School Board representatives shall be a Board member, the **second** ~~third~~ representative may be an employee of the Board who is not a member of the unit. **Where the Board appoints a third representative, he/she may be a Board member or an employee of the Board who is not a member of the unit.** The Association representatives shall be **two (2)** members of the Labrador West Branch of the Newfoundland and Labrador Teachers' Association **and one (1) member of the provincial staff of the Association.**
- 15.04 Unless otherwise agreed by the members of the Committee, the Committee shall meet **two (2)** ~~three (3)~~ times per year at mutually agreed times and places. The first meeting shall be called by a teacher representative so charged and should be held not later than November 30 of that school year.

ARTICLE 16: LENGTH OF THE SCHOOL YEAR

- 16.01 (a) (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of 187 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, and three (3) 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 17: WORKLOAD

- 17.01 (a) Current Agreement
- 17.01 (c) Notwithstanding Clause 17.01(b), **every effort shall be made to ensure that whenever possible,** the consultation for the coming school year referred to in Clause 17.01(a) between teachers and their principals shall occur not later than the first scheduled instructional day.
- 17.06 The School Boards shall, **prior to the expiration within twelve (12) months of the signing date** 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 behaviour. 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.

ARTICLE 18: CLASS SIZE

- 18.02 Teachers covered by the Labrador West Collective Agreement shall have full access to the report and recommendations of the provincial committee established for the purpose of conducting a review of resourcing of the Inclusive Schools Initiative.

ARTICLE 22: METHOD OF PAYMENT

- 22.01 (a) Annual salary and **where possible** allowances shall be paid in twenty-six (26) equal installments. In a school year in which payment in accordance with Clause 22.02 would yield twenty-seven (27) pay periods, the final pay period in August will be eliminated and each pay period in the subsequent year will occur one week earlier.
- (b) Teachers covered by the Labrador West Collective Agreement shall have full access to the report and recommendations of the provincial committee established for the purpose of conducting a review of the current method of payment for teachers and making recommendations regarding possible ways of eliminating the three-week gap in pay periods that occurs periodically for teachers.
- 22.02 Teachers shall **be paid by direct deposit** ~~receive their pay cheques~~ every second Thursday. If a **bank** holiday falls on Thursday, teachers will be paid on the last **banking teaching** day prior to that Thursday. ~~If a holiday falls on Thursday during the months of July and August, teachers will be paid on the last banking day prior to that Thursday.~~
- 22.04 ~~If a payday occurs during the Christmas or Spring break, teachers will be paid on the last teaching day prior to the commencement of such break.~~
- 22.05 ~~All employees shall have direct deposit.~~

[All remaining clauses to be re-numbered accordingly]

ARTICLE 23: SALARIES

- 23.06 In computing years of service in accordance with Clauses 23.03 and 23.04, the teachers shall be credited with:
- (c) a period of service as a **District Director, or an Associate Director**, or an Assistant Director **or an Education Officer**; and/or
- (h) Notwithstanding (a) to (g) above teachers **with prior service** are responsible for **providing the required documentation to the Registrar of Teacher Certification** ~~informing the School Board of prior service~~ within 90 **calendar** days of becoming employed with ~~a~~ the School Board. If the teacher fails to **do so** ~~inform the board~~ within this time limit the retroactive application of prior service shall be to the first day of the month in which

the teacher **provided the required documentation** ~~notifies the School Board~~. This clause does not apply in cases of demonstrated clerical error or in extenuating circumstances as determined at the discretion of the **Registrar Employer**.

- (i) **Subject to retroactivity being conditional upon the teacher's responsibility as set out in Clause 23.06(h), upon a teacher being hired by a School Board, including being accepted on the substitute list, the School Board shall notify the teacher in writing of the requirements of Clause 23.06(h).**

ARTICLE 27: SICK LEAVE

27.04 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, ~~the Chairperson of the School Board, a magistrate~~ or any other person designated by the School Board **shall** ~~may~~ be accepted in place of a medical certificate, **provided the certificate is satisfactory to the School Board.**

27.05 In calculating the sick leave days of a teacher in accordance with Clause 27.02, the years during which a teacher served as any of the following shall be deemed to be years of service as a teacher:

- (b) ~~executive officer of the Denominational Education Council; and/or~~
(hi) a District Director, or an Associate Director, or an Assistant Director, **or an Education Officer;** and/or

[All remaining clauses to be re-lettered accordingly]

27.11 Subject to Articles ~~47~~ **and 17**, upon termination of leave under this Article, a teacher shall be returned to the same teaching position held immediately prior to the commencement of leave.

ARTICLE 28: MATERNITY/ADOPTION/PARENTAL LEAVE

28.02 Subject to Articles ~~47~~ **and 17**, upon termination of leave under this Article, the teacher shall be returned to the same teaching position held immediately prior to the commencement of the leave.

28.06 A teacher shall make written request to the School Board for adoption leave at or prior to the time the teacher's application is accepted by an adoption agency, and such leave shall be granted to commence ~~up to one week prior to the arrival of the child in the home~~ **and terminate as requested.**

ARTICLE 29: LEAVES IN GENERAL

A. Compassionate Leave

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

ARTICLE 30: LEAVES WITHOUT PAY

30.01 For the purpose of this Article, the following definitions will apply:

- (a) ~~Short term leave—a period of twenty five (25) or less teaching days.~~
(b) ~~Long term leave—a period of more than twenty five (25) teaching days up to a maximum of two (2) school years.~~
(c) The School Board Office shall be deemed to be a school.

30.02 **Subject to Article 47, a** teacher **whose period of leave granted under Clause 30.03 commences and terminates during the same school year** ~~employed by a School Board may, upon request, be granted short term leave without pay for valid reasons and shall return to the same position~~ **unless it is mutually agreed between the School Board and the teacher that the teacher return to a particular position.**

- 30.03 **Subject to Articles 47 and 17,** a teacher employed by a School Board may, upon request, be granted ~~long-term~~ leave without pay for **reasons deemed valid by the School Board** ~~valid reasons, provided a qualified replacement teacher is available and on the teacher's his/her return shall be given a comparable position in the same school, subject to Article 47, be entitled to return to the same position,~~ unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.
- 30.04 A teacher elected to the office of President of the Newfoundland and Labrador Teachers' Association or President of the Canadian Teachers' Federation shall be granted leave without pay to fill such office and shall, subject to Articles 47 and 17, be entitled to the same or comparable position with the School Board.
- 30.05 (a) Whenever possible, a teacher employed by a School Board shall be granted educational leave without pay for not less than one (1) school year and on that teacher's return shall, subject to Articles 47 and 17, be given a comparable position in the same school unless it is mutually agreed between the teacher and the School Board that he/she return to a particular position.
- 30.07 ~~Unless maximum long-term leave has been granted initially under the Article,~~ Leaves **granted under this article** may be extended by mutual consent of both the teacher and the School Board up to a maximum period of two (2) school years.

ARTICLE 31: EDUCATIONAL LEAVE

- 31.08 A teacher granted Educational Leave shall, subject to Articles 47 and 17, upon return be given the same position or comparable position in the same school, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.

ARTICLE 38: TEACHER EVALUATION

- 38.03 The results of such evaluation shall be made known to teacher(s) concerned in writing, and included in the teacher's **evaluation** ~~professional~~ file.
- 38.04 Proper security shall be maintained on teacher evaluation files. The files and documents related to a teacher's evaluation may be viewed only by the Director of Education, **the Associate Director of Education**, the Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), ~~an~~ **Senior Education Officer (SEO)**, ~~an Instructional Officer (IEO), a Regional Education Officer (REO), 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 mutual convenient time during normal working hours.

ARTICLE 40: CONTRACTS

- 40.02 **At the time of hiring, the School Board shall document each teacher's point of hire in the teacher's personal file.** ~~Each teacher's contract shall contain the date of employment, the place of employment (town), and the point of hire.~~

ARTICLE 42: PROMOTION AND HIRING OF TEACHERS

A. Advertising

- 42.01 Subject to Clauses 47.03 and 47.04, when a Board decides to fill a vacancy within the bargaining unit the position shall be posted **on the Employer's website for at least seven (7) calendar days** ~~in the staff rooms of all schools at the same time that it is mailed for public advertisement.~~ **An electronic copy** ~~Copies of each~~ the notice will be supplied to the President of the Labrador West Branch of the Newfoundland and Labrador Teachers' Association.
- 42.02 Notwithstanding Clause 42.01, substitute and replacement positions that are known one (1) month in advance and are of more than one (1) month's duration shall be **posted advertised** according to procedures outlined in Clause 42.01.
- 42.03 ~~All vacancies shall be advertised in the public media circulated throughout the province of Newfoundland and Labrador before such vacancies are advertised outside the province, and other efforts of recruitment shall be utilized in the Province of Newfoundland and Labrador before being applied elsewhere.~~
- 42.04 ~~Notwithstanding Clause 42.01, School Boards shall not be required to advertise vacant teaching positions that are to be filled by transfers to comparable teaching positions within the District provided that:~~

- (a) ~~teachers within the District have been provided with at least seven (7) calendar days notice of existing vacancies; and~~
- (b) ~~requests for transfers have been considered; and~~
- (c) ~~such transfers have been completed in accordance with Article 13.~~

B. Selection and Hiring

42.07 In filling vacant positions in accordance with Clause 42.05, the Board shall:

- (b) subject to **Clause 42.07 (a)**, give consideration to applications from teachers 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 Clauses 42.07(a), in filling term contracts and replacement positions that arise after July 15, the employer shall not be required to give consideration to teachers already employed in a continuing contract.**

ARTICLE 45: TEACHER EXCHANGE AND SECONDMENT

45.06 Subject to Articles ~~47~~ **and 17**, upon termination of the period of exchange or secondment, the teacher shall be returned to the same position held prior to the exchange or secondment unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.

ARTICLE 47: LAYOFFS

47.05 A School Board that has laid off teachers or has notified teachers of layoff will not ~~post advertise~~ any positions or hire any teachers until it has made every effort to place those teachers who have been or are to be laid off.

47.06 (b) (iii) The teacher shall, **by no later than 12:00 noon on the fifth (5th) working** ~~within ten (10) days~~ of such notification, notify the Board, in writing, as to the teacher's intention regarding the positions available.

ARTICLE 48: TERMINATION OF CONTRACTS BY THE BOARD

48.01 Subject to Clause 49.01, a contract of employment made between a Board and a teacher may be terminated by a Board:

- (b) By giving ~~two (2) three (3) months' notice in writing (one (1) day's pay for each day notice is not given, not to exceed twenty (20) days per month), if the contract is to be terminated during the school year and two (2) months' notice in writing (one (1) day's pay for each day notice is not given, not to exceed twenty (20) days per month), if it is to be terminated at the end of the school year,~~ provided the reason(s) is stated in writing by the Board, and the contract is a probationary contract. When a board terminates the probationary contract of a teacher, the director shall review and discuss with the teacher the reason(s) for the termination of the contract. **The termination of a probationary contract for reasons of incompetency or unsuitability will not be subject to the grievance procedure. However, a probationary teacher shall have the right to grieve as to whether or not the applicable notice (or pay in lieu of notice) was given.**

48.02 (a) A continuous ~~or probationary~~ contract of employment made between a teacher and a School Board may be terminated by the teacher by giving three (3) months' notice in writing to the School Board if the contract is to be terminated during the school year and by giving notice in writing on or before April 30 if it is to be terminated at the end of the school year.

- (b) **A probationary contract of employment made between a teacher and a School Board may be terminated by the teacher by giving two (2) months' notice in writing to the School Board.**

[All remaining clauses to be re-lettered accordingly]

ARTICLE 49: DISCIPLINARY ACTION

49.03 (b) Proper security shall be maintained on teacher personal files. The files may be viewed only by the Director of Education, the Assistant Director of Education (Human Resources), **the Associate Director of Education (Programs)**, the Assistant Director of Education (Programs), **and** a Senior Education Officer (SEO), ~~an Instructional Education Officer (IEO), or a Regional Education Officer (REO)~~ 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.

- 49.04 (a) Any documents of a disciplinary action shall be removed from the **personal professional** file and disregarded after the expiration of two (2) calendar years provided that there has not been a recurrence of a similar incident during that time, in which case it shall be removed two (2) years after the recurrence.

ARTICLE 50: GRIEVANCE PROCEDURE

- 50.03 A teacher or group of teachers who allege to have a grievance shall submit the grievance in writing to the **Assistant Director of Education for Human Resources, or the Directeur général adjoint (Finances et Administration), with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador** ~~Director~~ within **fifteen (15)** ~~ten (10)~~ calendar days of the occurrence or discovery of the incident giving rise to the alleged grievance stating the precise nature of the grievance and the Article and Clause of the Agreement over which the grievance arises.
- 50.04 Where a grievance has been filed in accordance with Clause 50.03, the **Assistant Director of Education, or the Directeur général adjoint** ~~Director~~, together with such other representatives of the School Board as may be deemed necessary, shall within **fifteen (15)** ~~ten (10)~~ calendar days after receipt of the grievance, meet with the aggrieved teacher or groups of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied at this meeting by representatives of the Newfoundland and Labrador Teachers' Association and/or the Labrador West Branch of the Association. It is understood that members of the bargaining unit cannot be required to act as School Board representatives. Such members, however, may attend with the consent of both parties.
- 50.05 The **Assistant Director of Education, or the Directeur général adjoint** ~~Director~~ shall, within five (5) calendar days after the meeting referred to in 50.04, transmit in writing his/her decision on the grievance to the aggrieved teacher or group of teachers. In all grievances, the **Assistant Director of Education, or the Directeur général adjoint** ~~Director~~ shall forward a copy of his/her reply to the Association.
- 50.06 If the decision of the **Assistant Director of Education, or the Directeur général adjoint** ~~Director~~ does not result in the settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the **Director of Education, or to the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador** ~~Chairperson of the School Board~~ within **fifteen (15)** ~~ten (10)~~ calendar days of the receipt of the decision rendered in accordance with Clause 50.05.
- 50.07 The **Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador** ~~Chairperson~~ shall, within ten (10) calendar days of his/her receipt of the grievance, transmit in writing his/her decision of the grievance to the aggrieved teacher or group of teachers. In all grievances, the **Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador** ~~Chairperson~~ shall forward a copy of his/her reply to the Association.
- 50.08 If the decision of the **Director of Education, or the Directeur général of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador** ~~Chairperson~~ of the School Board does not result in a settlement of the grievance, the teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with the procedure set forth hereunder, Article 51 - Arbitration.

ARTICLE 56: ALLOWANCES

- 56.01 The allowances for principals, vice-principals, program specialists, ~~and~~ department heads, **guidance counsellors, educational psychologists, specialist teachers under Clause 56.07(a) and sole charge teachers** shall be based on the formulae outlined in Schedule A.

ARTICLE 57: DEFERRED SALARY LEAVE

- 57.04 Terms of Reference

- (a) Subject to Articles 47 **and** 17, on return from leave, a teacher shall be given the same position or comparable position in the same school, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.

SCHEDULE A1

Annual Salary Scale, September 1, 2012 - August 31, 2013

	2 1*	3 2	4 3	5 4	6 5	7 6	8 7	9 8	10 9	11 10	12 11
Certificate Level											
I	30872 <u>2995</u> 33867	32205 <u>2995</u> 35200	33536 <u>3211</u> 36747	34864 <u>3671</u> 38535	34864 <u>4274</u> 39138	34864 <u>4976</u> 39840					
II	35671 <u>2995</u> 38666	37650 <u>2995</u> 40645	39632 <u>2995</u> 42627	41610 <u>3226</u> 44836	43588 <u>3548</u> 47136	43588 <u>4278</u> 47866	43588 <u>5074</u> 48662				
III	40147 <u>3325</u> 43472	42127 <u>3325</u> 45452	44104 <u>3325</u> 47429	46084 <u>3325</u> 49409	48065 <u>3573</u> 51638	50041 <u>4040</u> 54081	50041 <u>4737</u> 54778	50041 <u>5537</u> 55578			
IV	44902 <u>3325</u> 48227	47136 <u>3325</u> 50461	49374 <u>3325</u> 52699	51616 <u>3325</u> 54941	53857 <u>3325</u> 57182	56099 <u>3571</u> 59670	58339 <u>3988</u> 62327	58339 <u>4692</u> 63031	58339 <u>5493</u> 63832		
V	51166 <u>3325</u> 54491	53429 <u>3325</u> 56754	55690 <u>3325</u> 59015	57953 <u>3325</u> 61278	60215 <u>3325</u> 63540	62475 <u>3325</u> 65800	64737 <u>3567</u> 68304	67001 <u>3842</u> 70843	67001 <u>4661</u> 71662	67001 <u>5988</u> 72989	
VI	58359 <u>3440</u> 61799	60766 <u>3440</u> 64206	63171 <u>3440</u> 66611	65576 <u>3440</u> 69016	67983 <u>3440</u> 71423	70388 <u>3440</u> 73828	72794 <u>3440</u> 76234	75198 <u>3689</u> 78887	77604 <u>4018</u> 81622	77604 <u>4767</u> 82371	77604 <u>5610</u> 83214
VII	65996 <u>3440</u> 69436	68420 <u>3440</u> 71860	70842 <u>3440</u> 74282	73261 <u>3440</u> 76701	75682 <u>3440</u> 79122	78104 <u>3440</u> 81544	80524 <u>3440</u> 83964	82947 <u>3440</u> 86387	85368 <u>3679</u> 89047	87792 <u>3954</u> 91746	87792 <u>4711</u> 92503

Emergency Supply – \$15,871

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

SCHEDULE A1

Annual Salary Scale, September 1, 2013 - August 31, 2014**

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Certificate Level											
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II	35671 <u>2995</u> 38666	37650 <u>2995</u> 40645	39632 <u>2995</u> 42627	41610 <u>3226</u> 44836	43588 <u>3548</u> 47136	43588 <u>4278</u> 47866	43588 <u>5074</u> 48662				
III	40147 <u>3325</u> 43472	42127 <u>3325</u> 45452	44104 <u>3325</u> 47429	46084 <u>3325</u> 49409	48065 <u>3573</u> 51638	50041 <u>4040</u> 54081	50041 <u>4737</u> 54778	50041 <u>5537</u> 55578			
IV	44902 <u>3325</u> 48227	47136 <u>3325</u> 50461	49374 <u>3325</u> 52699	51616 <u>3325</u> 54941	53857 <u>3325</u> 57182	56099 <u>3571</u> 59670	58339 <u>3988</u> 62327	58339 <u>4692</u> 63031	58339 <u>5493</u> 63832		
V	51166 <u>3325</u> 54491	53429 <u>3325</u> 56754	55690 <u>3325</u> 59015	57953 <u>3325</u> 61278	60215 <u>3325</u> 63540	62475 <u>3325</u> 65800	64737 <u>3567</u> 68304	67001 <u>3842</u> 70843	67001 <u>4661</u> 71662	67001 <u>5988</u> 72989	
VI	58359 <u>3440</u> 61799	60766 <u>3440</u> 64206	63171 <u>3440</u> 66611	65576 <u>3440</u> 69016	67983 <u>3440</u> 71423	70388 <u>3440</u> 73828	72794 <u>3440</u> 76234	75198 <u>3689</u> 78887	77604 <u>4018</u> 81622	77604 <u>4767</u> 82371	77604 <u>5610</u> 83214
VII	65996 <u>3440</u> 69436	68420 <u>3440</u> 71860	70842 <u>3440</u> 74282	73261 <u>3440</u> 76701	75682 <u>3440</u> 79122	78104 <u>3440</u> 81544	80524 <u>3440</u> 83964	82947 <u>3440</u> 86387	85368 <u>3679</u> 89047	87792 <u>3954</u> 91746	87792 <u>4711</u> 92503

Emergency Supply – \$15,871

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

****Signing Bonus – \$1,400 (pro-rated for the 2013-2014 school year)**

SCHEDULE A1

Annual Salary Scale, September 1, 2014 - August 31, 2015

	2 1*	3 2	4 3	5 4	6 5	7 6	8 7	9 8	10 9	11 10	12 11
Certificate Level											
I	31489 <u>2995</u> 34484	32849 <u>2995</u> 35844	34207 <u>3211</u> 37418	35561 <u>3671</u> 39232	35561 <u>4274</u> 39835	35561 <u>4976</u> 40537					
II	36384 <u>2995</u> 39379	38403 <u>2995</u> 41398	40425 <u>2995</u> 43420	42442 <u>3226</u> 45668	44460 <u>3548</u> 48008	44460 <u>4278</u> 48738	44460 <u>5074</u> 49534				
III	40950 <u>3325</u> 44275	42970 <u>3325</u> 46295	44986 <u>3325</u> 48311	47006 <u>3325</u> 50331	49026 <u>3573</u> 52599	51042 <u>4040</u> 55082	51042 <u>4737</u> 55779	51042 <u>5537</u> 56579			
IV	45800 <u>3325</u> 49125	48079 <u>3325</u> 51404	50361 <u>3325</u> 53686	52648 <u>3325</u> 55973	54934 <u>3325</u> 58259	57221 <u>3571</u> 60792	59506 <u>3988</u> 63494	59506 <u>4692</u> 64198	59506 <u>5493</u> 64999		
V	52189 <u>3325</u> 55514	54498 <u>3325</u> 57823	56804 <u>3325</u> 60129	59112 <u>3325</u> 62437	61419 <u>3325</u> 64744	63725 <u>3325</u> 67050	66032 <u>3567</u> 69599	68341 <u>3842</u> 72183	68341 <u>4661</u> 73002	68341 <u>5988</u> 74329	
VI	59526 <u>3440</u> 62966	61981 <u>3440</u> 65421	64434 <u>3440</u> 67874	66888 <u>3440</u> 70328	69343 <u>3440</u> 72783	71796 <u>3440</u> 75236	74250 <u>3440</u> 77690	76702 <u>3689</u> 80391	79156 <u>4018</u> 83174	79156 <u>4767</u> 83923	79156 <u>5610</u> 84766
VII	67316 <u>3440</u> 70756	69788 <u>3440</u> 73228	72259 <u>3440</u> 75699	74726 <u>3440</u> 78166	77196 <u>3440</u> 80636	79666 <u>3440</u> 83106	82134 <u>3440</u> 85574	84606 <u>3440</u> 88046	87075 <u>3679</u> 90754	89548 <u>3954</u> 93502	89548 <u>4711</u> 94259

Emergency Supply – \$16,188

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

SCHEDULE A1

Annual Salary Scale, September 1, 2015 - August 31, 2016

	2 1*	3 2	4 3	5 4	6 5	7 6	8 7	9 8	10 9	11 10	12 11
Certificate Level											
I	32434 <u>2995</u> 35429	33834 <u>2995</u> 36829	35233 <u>3211</u> 38444	36628 <u>3671</u> 40299	36628 <u>4274</u> 40902	36628 <u>4976</u> 41604					
II	37476 <u>2995</u> 40471	39555 <u>2995</u> 42550	41638 <u>2995</u> 44633	43715 <u>3226</u> 46941	45794 <u>3548</u> 49342	45794 <u>4278</u> 50072	45794 <u>5074</u> 50868				
III	42179 <u>3325</u> 45504	44259 <u>3325</u> 47584	46336 <u>3325</u> 49661	48416 <u>3325</u> 51741	50497 <u>3573</u> 54070	52573 <u>4040</u> 56613	52573 <u>4737</u> 57310	52573 <u>5537</u> 58110			
IV	47174 <u>3325</u> 50499	49521 <u>3325</u> 52846	51872 <u>3325</u> 55197	54227 <u>3325</u> 57552	56582 <u>3325</u> 59907	58938 <u>3571</u> 62509	61291 <u>3988</u> 65279	61291 <u>4692</u> 65983	61291 <u>5493</u> 66784		
V	53755 <u>3325</u> 57080	56133 <u>3325</u> 59458	58508 <u>3325</u> 61833	60885 <u>3325</u> 64210	63262 <u>3325</u> 66587	65637 <u>3325</u> 68962	68013 <u>3567</u> 71580	70391 <u>3842</u> 74233	70391 <u>4661</u> 75052	70391 <u>5988</u> 76379	
VI	61312 <u>3440</u> 64752	63840 <u>3440</u> 67280	66367 <u>3440</u> 69807	68895 <u>3440</u> 72335	71423 <u>3440</u> 74863	73950 <u>3440</u> 77390	76478 <u>3440</u> 79918	79003 <u>3689</u> 82692	81531 <u>4018</u> 85549	81531 <u>4767</u> 86298	81531 <u>5610</u> 87141
VII	69335 <u>3440</u> 72775	71882 <u>3440</u> 75322	74427 <u>3440</u> 77867	76968 <u>3440</u> 80408	79512 <u>3440</u> 82952	82056 <u>3440</u> 85496	84598 <u>3440</u> 88038	87144 <u>3440</u> 90584	89687 <u>3679</u> 93366	92234 <u>3954</u> 96188	92234 <u>4711</u> 96945

Emergency Supply – \$16,674

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

SCHEDULE A2
Allowances Per Annum

	September 1, 2012 to August 31, 2013	September 1, 2013 to August 31, 2014	September 1, 2014 to August 31, 2015	September 1, 2015 to August 31, 2016
Principals: Basic Allowance	3930.43	3930.43	5309.04	5468.31
Per Classroom: First 15 Thereafter	772.25 707.93	772.25 707.93	787.70 722.09	811.33 743.75
Vice-Principals to receive an allowance equal to one-half (½) that paid to the principal in eligible schools.				
Program Specialists: for each room up to 12 each of next 12 rooms each of next 12 rooms	676.86 338.48 169.18	676.86 338.48 169.18	690.40 345.25 172.56	711.11 355.61 177.74
Educational Psychologists: for each room up to 12 each of next 12 rooms each of next 12 rooms	418.61 209.34 104.60	418.61 209.34 104.60	426.98 213.53 106.69	439.79 219.94 109.89
Guidance Counsellors: for each room up to 12 each of next 12 rooms each of next 12 rooms	418.61 209.34 104.60	418.61 209.34 104.60	426.98 213.53 106.69	439.79 219.94 109.89
Sole Charge: Number of Grades 1 to 3 4 to 6 7 or more	2826.70 3298.95 3929.84	2826.70 3298.95 3929.84	2883.23 3364.93 4008.44	2969.73 3465.88 4128.69
Specialist Teachers	4186.25	4186.25	4269.98	4398.08
Department Heads	3488.43	3488.43	3558.20	3664.95

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

SCHEDULE B

Annual Salary Scale for Short -Term Substitution, September 1, 2012 - August 31, 2013

	1	2	3	4	5	6	7	8	9	10	11	12	13
Certificate Level													
I	24057 <u>2695</u> 26752	25287 <u>2695</u> 27982	26164 <u>2695</u> 28859	27384 <u>2695</u> 30079	28068 <u>2911</u> 30979	28486 <u>3371</u> 31857	28486 <u>3974</u> 32460	28486 <u>4676</u> 33162					
II	27046 <u>2695</u> 29741	29052 <u>2695</u> 31747	30441 <u>2695</u> 33136	31849 <u>2695</u> 34544	32937 <u>2695</u> 35632	33708 <u>2926</u> 36634	34213 <u>3284</u> 37497	34213 <u>3978</u> 38191	34213 <u>4774</u> 38987				
III	30859 <u>3025</u> 33884	32846 <u>3025</u> 35871	34363 <u>3025</u> 37388	35411 <u>3025</u> 38436	36784 <u>3025</u> 39809	38179 <u>3025</u> 41204	38966 <u>3273</u> 42239	39545 <u>3740</u> 43285	39545 <u>4437</u> 43982	39545 <u>5237</u> 44782			
IV	34468 <u>3025</u> 37493	36405 <u>3025</u> 39430	38179 <u>3025</u> 41204	39954 <u>3025</u> 42979	41336 <u>3025</u> 44361	42717 <u>3025</u> 45742	44121 <u>3025</u> 47146	44923 <u>3271</u> 48194	45594 <u>3688</u> 49282	45594 <u>4392</u> 49986	45594 <u>5193</u> 50787		
V	39773 <u>3025</u> 42798	41735 <u>3025</u> 44760	43517 <u>3025</u> 46542	45291 <u>3025</u> 48316	47069 <u>3025</u> 50094	48470 <u>3025</u> 51495	49900 <u>3025</u> 52925	51328 <u>3025</u> 54353	52165 <u>3267</u> 55432	52951 <u>3542</u> 56493	52951 <u>4361</u> 57312	52951 <u>5184</u> 58135	
VI	45666 <u>3140</u> 48806	47655 <u>3140</u> 50795	49431 <u>3140</u> 52571	51205 <u>3140</u> 54345	52987 <u>3140</u> 56127	54764 <u>3140</u> 57904	56206 <u>3140</u> 59346	57667 <u>3140</u> 60807	59136 <u>3140</u> 62276	60012 <u>3389</u> 63401	60910 <u>3718</u> 64628	60910 <u>4467</u> 65377	60910 <u>5310</u> 66220
VII	52150 <u>3140</u> 55290	54173 <u>3140</u> 57313	55950 <u>3140</u> 59090	57716 <u>3140</u> 60856	59509 <u>3140</u> 62649	61268 <u>3140</u> 64408	63047 <u>3140</u> 66187	64540 <u>3140</u> 67680	66044 <u>3140</u> 69184	67531 <u>3140</u> 70671	68451 <u>3379</u> 71830	69483 <u>3654</u> 73137	69483 <u>4411</u> 73894

Emergency Supply – \$13,536

SCHEDULE B

Annual Salary Scale for Short -Term Substitution, September 1, 2013 - August 31, 2014*

	1	2	3	4	5	6	7	8	9	10	11	12	13
Certificate Level													
I	24057 <u>2695</u> 26752	25287 <u>2695</u> 27982	26164 <u>2695</u> 28859	27384 <u>2695</u> 30079	28068 <u>2911</u> 30979	28486 <u>3371</u> 31857	28486 <u>3974</u> 32460	28486 <u>4676</u> 33162					
II	27046 <u>2695</u> 29741	29052 <u>2695</u> 31747	30441 <u>2695</u> 33136	31849 <u>2695</u> 34544	32937 <u>2695</u> 35632	33708 <u>2926</u> 36634	34213 <u>3284</u> 37497	34213 <u>3978</u> 38191	34213 <u>4774</u> 38987				
III	30859 <u>3025</u> 33884	32846 <u>3025</u> 35871	34363 <u>3025</u> 37388	35411 <u>3025</u> 38436	36784 <u>3025</u> 39809	38179 <u>3025</u> 41204	38966 <u>3273</u> 42239	39545 <u>3740</u> 43285	39545 <u>4437</u> 43982	39545 <u>5237</u> 44782			
IV	34468 <u>3025</u> 37493	36405 <u>3025</u> 39430	38179 <u>3025</u> 41204	39954 <u>3025</u> 42979	41336 <u>3025</u> 44361	42717 <u>3025</u> 45742	44121 <u>3025</u> 47146	44923 <u>3271</u> 48194	45594 <u>3688</u> 49282	45594 <u>4392</u> 49986	45594 <u>5193</u> 50787		
V	39773 <u>3025</u> 42798	41735 <u>3025</u> 44760	43517 <u>3025</u> 46542	45291 <u>3025</u> 48316	47069 <u>3025</u> 50094	48470 <u>3025</u> 51495	49900 <u>3025</u> 52925	51328 <u>3025</u> 54353	52165 <u>3267</u> 55432	52951 <u>3542</u> 56493	52951 <u>4361</u> 57312	52951 <u>5184</u> 58135	
VI	45666 <u>3140</u> 48806	47655 <u>3140</u> 50795	49431 <u>3140</u> 52571	51205 <u>3140</u> 54345	52987 <u>3140</u> 56127	54764 <u>3140</u> 57904	56206 <u>3140</u> 59346	57667 <u>3140</u> 60807	59136 <u>3140</u> 62276	60012 <u>3389</u> 63401	60910 <u>3718</u> 64628	60910 <u>4467</u> 65377	60910 <u>5310</u> 66220
VII	52150 <u>3140</u> 55290	54173 <u>3140</u> 57313	55950 <u>3140</u> 59090	57716 <u>3140</u> 60856	59509 <u>3140</u> 62649	61268 <u>3140</u> 64408	63047 <u>3140</u> 66187	64540 <u>3140</u> 67680	66044 <u>3140</u> 69184	67531 <u>3140</u> 70671	68451 <u>3379</u> 71830	69483 <u>3654</u> 73137	69483 <u>4411</u> 73894

Emergency Supply – \$13,536

*Signing Bonus – \$1,400 (pro-rated for the 2013-2014 school year)

SCHEDULE B

Annual Salary Scale for Short -Term Substitution, September 1, 2014 - August 31, 2015

	1	2	3	4	5	6	7	8	9	10	11	12	13
Certificate Level													
I	24538 <u>2695</u> 27233	25793 <u>2695</u> 28488	26687 <u>2695</u> 29382	27932 <u>2695</u> 30627	28629 <u>2911</u> 31540	29056 <u>3371</u> 32427	29056 <u>3974</u> 33030	29056 <u>4676</u> 33732					
II	27587 <u>2695</u> 30282	29633 <u>2695</u> 32328	31050 <u>2695</u> 33745	32486 <u>2695</u> 35181	33596 <u>2695</u> 36291	34382 <u>2926</u> 37308	34897 <u>3284</u> 38181	34897 <u>3978</u> 38875	34897 <u>4774</u> 39671				
III	31476 <u>3025</u> 34501	33503 <u>3025</u> 36528	35050 <u>3025</u> 38075	36119 <u>3025</u> 39144	37520 <u>3025</u> 40545	38943 <u>3025</u> 41968	39745 <u>3273</u> 43018	40336 <u>3740</u> 44076	40336 <u>4437</u> 44773	40336 <u>5237</u> 45573			
IV	35157 <u>3025</u> 38182	37133 <u>3025</u> 40158	38943 <u>3025</u> 41968	40753 <u>3025</u> 43778	42163 <u>3025</u> 45188	43571 <u>3025</u> 46596	45003 <u>3025</u> 48028	45821 <u>3271</u> 49092	46506 <u>3688</u> 50194	46506 <u>4392</u> 50898	46506 <u>5193</u> 51699		
V	40568 <u>3025</u> 43593	42570 <u>3025</u> 45595	44387 <u>3025</u> 47412	46197 <u>3025</u> 49222	48010 <u>3025</u> 51035	49439 <u>3025</u> 52464	50898 <u>3025</u> 53923	52355 <u>3025</u> 55380	53208 <u>3267</u> 56475	54010 <u>3542</u> 57552	54010 <u>4361</u> 58371	54010 <u>5184</u> 59194	
VI	46579 <u>3140</u> 49719	48608 <u>3140</u> 51748	50420 <u>3140</u> 53560	52229 <u>3140</u> 55369	54047 <u>3140</u> 57187	55859 <u>3140</u> 58999	57330 <u>3140</u> 60470	58820 <u>3140</u> 61960	60319 <u>3140</u> 63459	61212 <u>3389</u> 64601	62128 <u>3718</u> 65846	62128 <u>4467</u> 66595	62128 <u>5310</u> 67438
VII	53193 <u>3140</u> 56333	55256 <u>3140</u> 58396	57069 <u>3140</u> 60209	58870 <u>3140</u> 62010	60699 <u>3140</u> 63839	62493 <u>3140</u> 65633	64308 <u>3140</u> 67448	65831 <u>3140</u> 68971	67365 <u>3140</u> 70505	68882 <u>3140</u> 72022	69820 <u>3379</u> 73199	70873 <u>3654</u> 74527	70873 <u>4411</u> 75284

Emergency Supply – \$13,623

SCHEDULE B

Annual Salary Scale for Short -Term Substitution, September 1, 2015 - August 31, 2016

	1	2	3	4	5	6	7	8	9	10	11	12	13
Certificate Level													
I	25274 <u>2695</u> 27969	26567 <u>2695</u> 29262	27488 <u>2695</u> 30183	28770 <u>2695</u> 31465	29488 <u>2911</u> 32399	29928 <u>3371</u> 33299	29928 <u>3974</u> 33902	29928 <u>4676</u> 34604					
II	28415 <u>2695</u> 31110	30522 <u>2695</u> 33217	31982 <u>2695</u> 34677	33461 <u>2695</u> 36156	34604 <u>2695</u> 37299	35413 <u>2926</u> 38339	35944 <u>3284</u> 39228	35944 <u>3978</u> 39922	35944 <u>4774</u> 40718				
III	32420 <u>3025</u> 35445	34508 <u>3025</u> 37533	36102 <u>3025</u> 39127	37203 <u>3025</u> 40228	38646 <u>3025</u> 41671	40111 <u>3025</u> 43136	40937 <u>3273</u> 44210	41546 <u>3740</u> 45286	41546 <u>4437</u> 45983	41546 <u>5237</u> 46783			
IV	36212 <u>3025</u> 39237	38247 <u>3025</u> 41272	40111 <u>3025</u> 43136	41976 <u>3025</u> 45001	43428 <u>3025</u> 46453	44878 <u>3025</u> 47903	46353 <u>3025</u> 49378	47196 <u>3271</u> 50467	47901 <u>3688</u> 51589	47901 <u>4392</u> 52293	47901 <u>5193</u> 53094		
V	41785 <u>3025</u> 44810	43847 <u>3025</u> 46872	45719 <u>3025</u> 48744	47583 <u>3025</u> 50608	49450 <u>3025</u> 52475	50922 <u>3025</u> 53947	52425 <u>3025</u> 55450	53926 <u>3025</u> 56951	54804 <u>3267</u> 58071	55630 <u>3542</u> 59172	55630 <u>4361</u> 59991	55630 <u>5184</u> 60814	
VI	47976 <u>3140</u> 51116	50066 <u>3140</u> 53206	51933 <u>3140</u> 55073	53796 <u>3140</u> 56936	55668 <u>3140</u> 58808	57535 <u>3140</u> 60675	59050 <u>3140</u> 62190	60585 <u>3140</u> 63725	62129 <u>3140</u> 65269	63048 <u>3389</u> 66437	63992 <u>3718</u> 67710	63992 <u>4467</u> 68459	63992 <u>5310</u> 69302
VII	54789 <u>3140</u> 57929	56914 <u>3140</u> 60054	58781 <u>3140</u> 61921	60636 <u>3140</u> 63776	62520 <u>3140</u> 65660	64368 <u>3140</u> 67508	66237 <u>3140</u> 69377	67806 <u>3140</u> 70946	69386 <u>3140</u> 72526	70948 <u>3140</u> 74088	71915 <u>3379</u> 75294	72999 <u>3654</u> 76653	72999 <u>4411</u> 77410

Emergency Supply – \$14,032

SCHEDULE H

Memorandum of Understanding Re Effective Dates

1. **Unless otherwise stated in the Agreement, all Clauses are effective as of the date of signing of this Agreement** ~~It is further understood and agreed by the parties that Clause 6.03(b) and 23.06(h) are effective April 1, 2009.~~

SCHEDULE I

Labrador Benefits Agreement

Update with Labrador Benefits Agreement effective April 1, 2009 expiring March 31, 2013.

LETTERS

Letter #1 – Attendance at Meetings

Renew

Letter #2 – Pensionable Service During A Legal Work Stoppage

Mr. ~~Sean Noah~~ **James Dinn**

President

Newfoundland and Labrador Teachers' Association

3 Kenmount Road

St. John's, NL

A1B 1W1

Reference: Pensions

Dear Mr. ~~Noah~~ **Dinn**:

In any case where pensionable service is lost due to a legal work stoppage, regulations will be passed to allow a teacher so affected to purchase an amount of pensionable service equal to the amount so lost. Such service shall be purchased at twice the normal contribution rates at the salary in effect at the time of the work stoppage and within three months of the termination of the work stoppage.

Where the loss of salary during a work stoppage would normally affect a teacher's pensionable salary, the teacher's pensionable salary shall be calculated as if there were no loss of salary.

This policy will be effective from September 1, 1985.

Further, effective _____, ~~2014 March 6, 2009~~, it is agreed that all teachers who have lost pensionable service due to a past legal work stoppage will be allowed an opportunity to purchase an amount of pensionable service equal to the amount so lost. Such service shall be purchased in accordance with the provisions of this letter and within three months of the signing date of this agreement.

Yours truly,

Bernadette Cole-Gendron ~~Raelene Thomas~~

Chief Negotiator

School Board Committee

Letter #3 – Emergency Supply

Renew

Letter #4 – Interpretation of Articles 44 and 47

Renew

Letter #5 – Length of Primary Day

Renew

Letter #6 – Letter of Understanding RE: Market Adjustment

Renew

IN WITNESS WHEREOF the parties hereto have executed this agreement the first day and year first before written.

Signed on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Ross Wiseman, President of Treasury Board, and the Honourable Susan Sullivan, Minister of Education and Early Childhood Development, in the presence of the witness hereto subscribing.

Witness

Witness

Signed on behalf of the Newfoundland and Labrador School Boards Association by its proper officers in the presence of the witness hereto subscribing:

Witness

Signed on behalf of the Labrador West Branch of the Newfoundland and Labrador Teachers' Association by its proper officers in the presence of the witness hereto subscribing.

Witness

Signed on behalf of the Newfoundland and Labrador Teachers' Association, in the presence of the witness hereto subscribing.

Witness

Witness

Date

