
Provincial Collective Agreement



Newfoundland and Labrador
School Boards Association



Government of Newfoundland
and Labrador



Newfoundland and Labrador
Teachers' Association

Effective September 1, 2008 - August 31, 2012

Collective Agreement

THIS AGREEMENT made this _____ day of _____, Anno Domini, Two Thousand and Nine.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND,
represented herein by the Treasury Board,

AND

THE NEWFOUNDLAND and LABRADOR SCHOOL BOARDS ASSOCIATION,
on behalf of the School Boards listed in Schedule "A" (hereinafter called the "School Boards")

AND

THE NEWFOUNDLAND AND LABRADOR TEACHERS' ASSOCIATION,
a body corporate constituted by the Newfoundland and Labrador Teachers' Association Act, 1974,
Chapter 50 of the Statutes of Newfoundland, 1974 (hereinafter called the "Association")

Effective: September 1, 2008 - August 31, 2012

This is not the official version.

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★ indicates a recent addition/amendment to the
Collective Agreement

This is not the Official Version.

ARTICLE 1: APPLICATION OF AGREEMENT

- 1.01 This Agreement applies to and is binding upon the Association, the Teachers, the Government and the Boards Association, and the School Boards listed in Schedule "A".

ARTICLE 2: RECOGNITION

- 2.01 The Government, the Newfoundland and Labrador School Boards Association and the School Boards recognize the Association as the exclusive bargaining agent for all teachers, as defined in paragraph (v) of Section (2) of the Schools Act, 1997, who are employed with a School Board in Newfoundland and/or who are employed by the Department of Education and/or the Department of Justice.

ARTICLE 3: PUBLIC LEGISLATION

- 3.01 In the event that any law passed by the Legislature applying to teachers covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect during the term of this Agreement and the parties agree to negotiate a mutually acceptable substitution for the provisions that have been rendered null and void.
- ★ 3.02 Any provision of this Agreement which conflicts with the provisions of any legislation shall take effect when amendments to the pertinent statute have been enacted.
- 3.03 Where conflict arises between this Agreement and any legislation, Government agrees to introduce into the Legislature such amendments to legislation at the earliest opportunity as may be necessary to remove the conflict.
- 3.04 Government agrees to consult with representatives of the Newfoundland and Labrador Teachers' Association about contemplated changes in Government Regulations or Ministerial Policy which would affect teachers' terms and conditions of employment not governed by this Agreement.

ARTICLE 4: REPRESENTATION ON COMMITTEES OF THE DEPARTMENT OF EDUCATION

- ★ 4.01 The Association shall be granted representation on all standing advisory committees of the Department of Education including the Teacher Certification Committee, the Provincial Curriculum Committees, the Teacher Pensions Committee, and any other committees of the Department of Education, the deliberations of which directly affect the terms and conditions of employment of teachers.

ARTICLE 5: SCHOOL BOARD-TEACHER LIAISON COMMITTEE

- ★ 5.01 Unless otherwise mutually agreed by the parties concerned, there shall be appointed for each School Board a School Board-Teacher Liaison Committee. This Committee shall be composed of four (4) representatives, at least three (3) of whom shall be school board members, and one (1) of whom shall be the Director of Education, or designate, and up to four (4) representatives who are employed by the School Board appointed by the Association.
- 5.02 Each appointee shall serve as a member of the Committee for a two-year period or until the member is earlier replaced by the appointing party.
- 5.03 Unless otherwise agreed by the members of the Committee, the Committee shall meet 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.
- 5.04 At the first meeting, the Committee shall make the rules of procedure that it considers necessary or desirable for its proper functioning.
- 5.05 (a) The Committee shall concern itself with matters designed to improve the teaching and learning situation, or other matters of mutual interest and concern at the school level.

SCHOOL BOARD-TEACHER LIAISON COMMITTEE cont'd...

- (b) The Committee shall not deal with grievances nor discuss the modification of the Collective Agreement or any other matter properly left to the normal collective bargaining process. No agreement, decision or action of the committee shall be construed by any party as an interpretation or modification of this Agreement.
- 5.06 (a) It is understood that meetings of this Committee would normally take place outside of school hours. However, in the event that such meetings demand absences from regular school duties, such absences shall be accepted as a valid reason for hiring substitute teachers and no teacher serving on this Committee shall lose salary, sick leave, pension or other benefits due to absences from regular teaching duties under this Article.
- (b) Each party shall assume responsibility for the administrative and travelling expenses of its representatives on the Committee.

ARTICLE 6: EMPLOYMENT OF TEACHERS

- 6.01 Subject to Clauses 6.02, 6.09, 7.05, and 7.06, no person shall be employed or retained in a position to which this Collective Agreement applies unless that person is and continues to be the holder of a valid certificate of qualification issued pursuant to the regulations governing teachers' certificates.
- 6.02 A person who is the holder of a permit may be employed in a position only if no other suitable person holding a valid certificate of qualifications other than a permit is available for the position.
- 6.03 The basic criteria for the selection of teachers shall be competence, suitability and qualifications as assessed by the School Board.
- 6.04 Where competence, suitability and qualifications are comparable, preference in appointment of teachers to positions of administrative responsibility within the bargaining unit shall be given to those who have entered into continuing contract with any School Board in the Province.
- 6.05 Except where a teacher is awarded at least a Grade II teaching certificate under the Teacher Education Program for Labrador, where competence and suitability of applicants, as assessed by the School Board, are comparable, preference in hiring shall be given to teachers holding Certificate IV or Permit IV or higher.
- 6.06 Notwithstanding Clause 6.05 and subject to Clauses 6.02, 6.08, 6.09 and 6.10, the School Boards agree that they will not hire any teacher who does not hold a Certificate III or Permit III or higher.
- 6.07 The provisions of Clause 6.06 of this Article apply only to teachers who were not employed on a tenured or probationary contract with any School Board in this Province during the period of September 1, 1980 to June 5, 1981.
- 6.08 A School Board that has been unable, up to one (1) month prior to the beginning of the school year, to obtain the services of a teacher certified in accordance with this Article who is capable of satisfactorily fulfilling the requirements of the position, may, with the permission of the Minister, hire for a period of up to one (1) year a teacher holding a certificate less than Certificate III or if a certified teacher is not available, a person by way of emergency supply.
- 6.09 Subject to Clauses 6.02 and 6.08, teachers with qualifications lower than Certificate III or Permit III who, during the period September 1, 1980 to June 5, 1981 were employed on a contract other than a tenured or probationary contract, will be entitled to employment as substitute or replacement teachers only.
- 6.10 A School Board which has been unable to hire a substitute, replacement, or term contract teacher in accordance with the provisions of this Article may employ a teacher with less than a Certificate III or Permit III as a substitute, replacement or term contract teacher with the written consent of the Minister of Education.

EMPLOYMENT OF TEACHERS cont'd...

- 6.11 In filling vacant positions in accordance with Clause 6.03, the Board shall:
- (a) make reasonable effort to accommodate requests from teachers already employed with the Board in a continuing contract.
 - (b) subject to Clause 6.11(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.
- 6.12 Subject to Article 9, any teacher who is offered a position of employment in response to an application for a vacancy shall have not less than twenty-four (24) hours to notify the School Board of acceptance or rejection of the position offered.

ARTICLE 7: PROBATIONARY PERIOD AND TENURE

- 7.01 (a) Teachers who have no previous teaching experience in the Province and teachers who have never been tenured with a School Board will be hired on a probationary contract until they have completed two (2) years' service with the same School Board.
- (b) (i) Probationary teachers who are in attendance for less than 115 days in any one school year may be required to complete an additional year of service in order to complete the probationary period.
 - (ii) For probationary teachers on permanent part-time contracts, the number of days of required attendance as per Clause 7.01 (b)(i) shall be in proportion to the fraction of a full staffing unit as assigned to them.
- (c) For the purpose of this Article, reference to "year of service" means a school year during which a teacher is in the employ of a School Board filling a permanent full-time or a permanent part-time position.
- 7.02 A teacher who completes the probationary period and then enters into continuous employment with the same School Board shall have tenure as a teacher with that Board.
- 7.03 A teacher who has completed a probationary period with a School Board and who subsequently is hired by another School Board may be required to enter into a probationary period of one (1) year or may have the probationary period waived by the Board. Unless the School Board notifies the teacher in writing at the date of hiring that a probationary period of one (1) year is required, the teacher shall be deemed to have tenure with the Board.
- 7.04 A teacher who has completed a probationary period and who subsequently leaves the full time employ of the School Board for a period in excess of four (4) years, may, upon re-employment, be required by the Board to enter into a probationary period of one (1) year or may have the probationary period waived by the Board.
- 7.05 A School Board shall not enter into a contract other than a Probationary Contract with a teacher who does not hold a Certificate III or higher.
- 7.06 The provisions of Clause 7.05 of this Article apply only to teachers who were not employed with any School Board in this Province on the date of signing of this agreement, except for those teachers who were employed subsequent to March 30, 1977 and hold less than a Certificate II.
- 7.07 A teacher who leaves the employ of a School Board at the end of a probationary period shall be advised in writing by that School Board as to whether or not the probationary period has been satisfactorily completed.

ARTICLE 8: NOTIFICATION OF VACANCIES AND PROMOTION

- 8.01 Subject to Clauses 9.09 and 9.10, all vacant teaching positions, except substitute and replacement positions, shall be advertised at least once in the weekend edition of a daily newspaper on the east and west coasts of the Province. Except during the period of summer vacation, a copy of the advertisement shall be forwarded to each school in the district concerned for posting on the bulletin board at least two (2) weeks prior to the closing date for accepting applications.
- 8.02 Notwithstanding Clause 8.01, substitute and replacement positions that are known one (1) month in advance and are of more than one (1) month's duration shall be advertised according to procedures outlined in Clause 8.01.
- 8.03 Notwithstanding Clause 8.01, 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:
- teachers within the District have been provided with at least seven (7) calendar days notice of existing vacancies; and
 - requests for transfers have been considered; and
 - such transfers have been completed in accordance with Article 13.

ARTICLE 9: LAYOFFS

- 9.01 (a) "Seniority" herein shall be determined on the basis of the total length of time employed as a teacher in Newfoundland and Labrador both before and after the signing date of this agreement. (Effective September 1, 1994)
- (b) If the length of teaching experience defined in (a) is equal, the teacher to be declared surplus shall be determined by the School Board.
- (c) Employment as a teacher referred to in (a) means periods of employment with all School Boards in the Province, schools operated by the Department of Education, schools in Churchill Falls and schools in Conne River.
- (d) During a legal work stoppage, no teacher covered by this agreement shall accumulate seniority.
- (e) In determining the relative seniority of teachers for the purpose of reassignment and layoff, calculation of seniority shall be done as at May 7 in the school year at the end of which reassignment and/or layoff is to be effective.
- 9.02 Where it is determined by the School Board that a teaching position within a school has become redundant, the senior teachers of that school shall be reassigned to the remaining positions within the school which they are capable of fulfilling. Subject to the requirement of capability, the teachers to be retained at the school shall be given priority, based on seniority in the following sequence:
- tenured teachers;
 - teachers on a one-year probationary contract;
 - teachers on a two-year probationary contract; and
 - teachers on probationary contracts in accordance with Clause 7.05.
- 9.03 (a) A teacher, who is not reassigned in accordance with Clause 9.02, shall have priority, based upon seniority, subject to capability to perform the job function required, to vacant teaching positions and teaching positions held by junior teachers, in the following order of priority:
- within the community;
 - within the nearest community, within the school district, where such a position exists.
- (b) In determining which teachers are junior under Clause 9.03 (a), the sequence of seniority referenced in Clause 9.02 (a) - (d), shall apply.

LAYOFFS cont'd...

- ★ (c) notwithstanding Clause 9.09, any teacher who refuses reassignment in accordance with Clause 9.03(a) in any particular year shall not be entitled to further consideration for reassignment in that year.
- 9.04 With respect to Clauses 9.02 and 9.03, in determining capability to fulfill the requirements of the job function, the School Board shall consider the overall ability of the teacher to perform the functions of the position in accordance with the currently modern standards required for the position.
- 9.05 The reassignment contemplated by Clauses 9.02 and 9.03 shall be to a comparable position, where possible.
- 9.06 Layoffs shall be effective only at the end of a contract year.
- 9.07 (a) Any teacher who is to be laid off shall be notified in writing as soon as possible and in any event on or before the 7th of May in the current contract year.
(b) A teacher who has been reassigned and notified in writing in accordance with this Article shall, within ten (10) calendar days, notify the School Board in writing of acceptance or rejection of the position to which the teacher has been reassigned. Teachers on leave will be considered employed for purposes of this Article.
- 9.08 When a teacher is notified of a layoff after the 7th day of May of the current contract year, the layoff shall not become effective until the end of the subsequent contract year.
- 9.09 A School Board will not advertise any positions or hire any teachers until it has made every effort to place those teachers who have been laid off or who have been notified in writing that they are to be laid off.
- 9.10 (a) If a vacancy comparable to the position a teacher held should occur in the subsequent three (3) school years, it shall be offered to any teacher who has been laid off as a result of redundancy and is still unemployed as a teacher, or is still employed in less than a full time position. It is the responsibility of the teachers to inform the appropriate School Boards prior to September 1 in each of the subsequent three (3) school years of their interest and availability to fill positions that become vacant on or after September 1.
(b) Teachers in receipt of an offer in accordance with Clause 9.10(a) shall reply within five (5) calendar days or it will be deemed to be rejected.
(c) (i) Teachers who are laid off and are eligible for recall shall, subject to Clause 6.03, be given priority for replacement, term and substitute positions which are known to be of more than one (1) month's duration; however, rejection of offers of such positions does not eliminate the teacher's right to recall for available permanent positions.
(ii) If the position(s) referenced in Clause 9.10(c)(i) is known to be for an entire school year, the filling of such position(s) shall be subject to Clause 6.11.
- ★ (d) A teacher whose position is declared redundant, and who accepts a term and/or replacement contract(s) for a subsequent entire school year (one hundred ninety-five (195) days) with the same School Board shall not have the period of recall under Clause 9.10 (a) terminated until three (3) years following the completion of the term and/or replacement contract(s).
- 9.11 Subject to Clause 9.04, the filling of vacancies in accordance with Clauses 9.09 and 9.10 shall be in order of seniority.
- 9.12 The use of the singular here shall be deemed to include the plural.
- 9.13 A teacher who refuses reassignment in accordance with this Article 9 shall be deemed to have been laid off.
- 9.14 (a) Redundant administrators will be considered for reassignment during the three (3) years subsequent to the date of their redundancy in accordance with Clause 9.04 to vacant comparable administrative positions before the position is advertised.

LAYOFFS cont'd...

- ★(b) Notwithstanding Clause 9.14 (a), an administrator whose position is declared redundant, and who accepts a term and/or replacement contract(s) as an administrator for a subsequent entire school year (one hundred ninety five (195) days) shall not have the period of recall under Clause 9.14 (a) terminated until three (3) years following the completion of the term and/or replacement contract(s).
- 9.15 The School Board will post in 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 December 31 of each year, listing the seniority which has been accumulated as of August 31 of that year.

ARTICLE 10: DISCIPLINARY ACTION

- 10.01 Subject to Clause 12.01(b), no teacher shall be suspended, dismissed, or otherwise disciplined except for just cause.
- 10.02 Any teacher who is suspended or dismissed shall be provided written notification within five (5) calendar days of any oral notification. Such written notification shall state the precise reason(s) for the suspension or dismissal and no reasons other than those stated in that notice may subsequently be advanced against the teacher in that particular disciplinary action.
- 10.03 (a) A copy of any document placed on a teacher's personal file, which might at any time be used against a teacher in any case of suspension, dismissal or disciplinary action, shall be supplied concurrently to the teacher. Before any such document is entered in the teacher's personal file, it shall be signed by the teacher for the sole purpose of certifying that it has been examined. If the teacher refuses to sign, the document shall be entered in the personal file with the notification that the teacher has refused to sign. A teacher shall be provided an opportunity to submit a written explanation as to why he/she refused to sign the document and the written explanation shall be entered into the teacher's personal file. Such explanation shall be provided by the teacher within ten (10) calendar days of receipt of the document. No occurrence or event, which is not documented in the teacher's personal file within ten (10) calendar days of the discovery and verification of the incident by the Employer, except a culminating occurrence or event, shall be used against the teacher in any case of suspension, dismissal or other disciplinary action.
- ★(b) Proper security shall be maintained on teacher personal files. The files may be viewed by only the Director of Education, the Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), 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.
- ★10.04 (a) Any document which might at any time be used against a teacher in any case of suspension, dismissal or disciplinary action shall be removed from the personal file and disregarded after the expiration of two (2) years provided there has not been a recurrence of a similar incident during that time, in which case it shall be removed two (2) years after the recurrence.
- (b) Any written explanation provided by teachers in accordance with Clause 10.03 (a) shall be removed from the teacher's personal file and disregarded after the expiration of two (2) years provided there has not been a recurrence of a similar incident during that time, in which case it shall be removed two (2) years after the recurrence.
- 10.05 The personal file of a teacher may be inspected by the teacher at any reasonable time and if so desired, the teacher may be accompanied by a representative of the Association.
- 10.06 Teachers under investigation or charged will not automatically lose pay or benefits while under a period of suspension prior to the determination of guilt or innocence. If upon investigation, the School Board

DISCIPLINARY ACTION cont'd...

feels that disciplinary action is necessary, such action shall be taken in accordance with the provisions of the Collective Agreement. In situations where the School Board is unable to investigate the matter to its satisfaction, but where the Board feels that the teacher should be removed from his or her current assignment on an interim basis, the teacher shall not lose pay or benefits.

ARTICLE 11: TEACHER CERTIFICATION

- 11.01 Whenever it is decided by a School Board to recommend to the Teacher Certification Review Panel that the licence or certificate of a teacher should be suspended or cancelled, a notice in writing shall be sent to the teacher involved at least ten (10) calendar days prior to the recommendation being made to the Teacher Certification Review Panel. Such notice shall contain the reasons for the recommendation and no other reasons may subsequently be advanced against that teacher by the Board. The teacher may invoke the appropriate provisions of the grievance procedure (including arbitration).
- 11.02 Whenever it is decided by the School Board to recommend that the interim certificate of a teacher should not be made permanent, a notice in writing shall be sent to the teacher involved at least ten (10) calendar days prior to the recommendation being made to the Teacher Certification Committee. Such notice shall contain the reasons why the interim certificate should not be made permanent and no other reasons may be subsequently advanced against the teacher by the School Board. The teacher may invoke the appropriate provisions of the grievance procedure (including arbitration).
- 11.03 (a) The classification of permit or certificate shall be effective on the first day of the month in which the teacher qualified for the classification by completing the necessary courses.
- ★(b) Notwithstanding Clause 11.03 (a), teachers are responsible for informing the School Board of having obtained such higher qualifications within ninety (90) days of having obtained the higher qualifications. If the teacher fails to 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 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 Employer.

ARTICLE 12: TERMINATION OF CONTRACTS

12.01 By the School Board

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

- (a) by giving three (3) months' notice in writing by the School Board (or pay in lieu of notice) if the contract is to be terminated during the school year and two (2) months' notice in writing (or pay in lieu of notice), if it is to be terminated at the end of the school year, provided an adequate reason for termination is stated by the School Board in writing and the contract is a continuous one;
- (b) by giving three (3) months' notice in writing by the School Board (or pay in lieu of notice) if the contract is to be terminated during the school year and two (2) months' notice in writing (or pay in lieu of notice), if it is to be terminated at the end of the school year and the contract is a probationary one. When a School Board terminates the contract of a teacher who is on a probationary contract, the teacher shall be given opportunity to discuss the reason with the Director. 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;
- (c) with thirty (30) calendar days' notice in writing by the School Board (or pay in lieu of notice) when the teacher is incompetent;

TERMINATION OF CONTRACTS cont'd...

- (d) without notice, by the School Board, when the certificates of grade or licence of the teacher has been suspended, cancelled, or is no longer recognized under the regulations;
- (e) without notice, by the School Board, where there is gross misconduct, insubordination or neglect of duty on the part of the teacher, or any similar just cause;
- (f) without notice, by the School Board, when the teacher fails to make a reasonable attempt to obtain a medical examination in accordance with the provisions of paragraphs (f) and (g) of Section 76 of the Schools Act, 1997.

12.02 By a Teacher

- (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 two (2) months' notice in writing if it is to be terminated at the end of the school year.
- (b) A teacher shall give three (3) months' notice in writing to the School Board prior to superannuation at the end of the school year. Only one (1) months' notice in writing to the School Board shall be required prior to superannuation during the school year subject to the restriction that such superannuation must occur prior to the Christmas recess.
- (c) Notwithstanding Clause 12.02(b), in the event that a teacher makes application for disability pension, the teacher, upon such application, shall notify the School Board.

12.03 Notwithstanding Clauses 12.01 and 12.02, the parties to this Agreement recognize that any contract may be terminated at any time by mutual agreement of the teacher and the School Board.

ARTICLE 13: TRANSFER OF TEACHERS

13.01 A teacher may be transferred to a comparable position within the same community when it is deemed necessary but shall not be transferred from one community to another without the teacher's consent.

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

ARTICLE 14: EVALUATION

14.01 The prime purpose of evaluation shall be the increased effectiveness of personnel in improving instruction and the educational environment.

- 14.02 (a) Subject to Clause 14.02(b), all evaluations, both formative and summative, shall be conducted openly and with the knowledge of the teacher(s) and the teacher(s) shall be informed as to which type of evaluation is being conducted.
- (b) For the purposes of this Article:
 - (i) formative evaluation is a process of evaluation which occurs to improve the professional performance of the teacher(s);
 - (ii) summative evaluation is the process of evaluation which uses its results to make decisions in areas of employment;
 - (iii) the evaluation of a probationary teacher shall be comprised of both formative and summative processes;
 - (iv) any summative evaluation made on a tenured teacher must be preceded by a formative evaluation.
- (c) The School Board shall consult with the teacher in determining the nature of the support which may be required to address suggestions for change and improvements.
- (d) Probationary teachers will be given an opportunity to address concerns which may be identified during the evaluation process.

EVALUATION cont'd...

- 14.03 The results of such evaluation shall be made known to the teacher(s) concerned and where results of evaluations are produced in written form, a copy will be given to the teacher(s) concerned.
- ★14.04 Proper security shall be maintained on teacher evaluation files. Documents related to a teacher's evaluation may be viewed only by the Director of Education, the Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), a Senior Education Officer (SEO), an Instructional Education 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 mutually convenient time during normal working office hours.
- 14.05 A School Board's teacher evaluation policy shall be consistent with the terms of the Collective Agreement. Teachers shall be consulted with regard to changes to existing teacher evaluation policy.

ARTICLE 15: SICK LEAVE

- 15.01 A teacher is eligible for sick leave with pay when the teacher is unable to perform duties because of illness, injury or other disability provided the necessary sick leave credits have been accumulated and provided the other requirements of this Article have been complied with.
- 15.02 (a) A teacher, who has teaching experience in the province prior to September 1, 2006, shall be entitled to paid sick leave according to the following scale:

First year of service	18 days
Second year of service	36 days
Third year of service	60 days
Fourth year of service	89 days
Fifth year of service.	117 days
Sixth year of service	146 days
Seventh year of service	157 days
Eighth year of service	168 days
Ninth year of service	179 days
Thereafter	195 days
- (b) Notwithstanding Clause 15.02 (a), effective September 1, 2006, a teacher who has no previous teaching experience in the Province is entitled to accrue sick leave at the rate of twelve (12) days per year of service.
- (c) Effective September 1, 2006, the maximum number of days of sick leave which may be awarded to a teacher who has no previous teaching experience in the province during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.
- (d) Effective September 1, 2006, a teacher who has no previous teaching experience in the Province may anticipate sick leave to the end of the period of the teacher's contract of employment or to the end of the year concerned, whichever is the shorter period.
- ★(e) The parties agree that sick leave earned prior to superannuation or resignation is liquidated upon superannuation or resignation. Teachers who are accepted for employment with another School Board or the same School Board within one hundred and twenty (120) calendar days of resignation shall retain access to sick leave earned prior to resignation.
- 15.03 (a) The maximum amount of sick leave to which a teacher, who has teaching experience in the province prior to September 1, 2006, may be entitled at any time shall be calculated by working back for the past four (4) years and deducting any days used during that four (4) year period,

SICK LEAVE cont'd...

except that a teacher with nine (9) or more years of teaching service who uses all sick leave days shall be entitled to the following number of days sick leave credit during each of the following (4) years:

During the first year of service	18 days
During the second year of service	36 days
During the third year of service	60 days
During the fourth year of service	89 days
Thereafter	195 days

(b) In any event, a teacher, who has teaching experience in the province prior to September 1, 2006, shall be entitled to not less than eighteen (18) days' sick leave in any school year.

★(c) The parties agree that sick leave earned prior to superannuation or resignation is liquidated upon superannuation or resignation. Teachers who are accepted for employment with another School Board or the same School Board within one hundred and twenty (120) calendar days of resignation shall retain access to sick leave earned prior to resignation.

15.04 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 a registered nurse, the Chairperson of the School Board, a magistrate or any other person designated by the School Board may be accepted in place of a medical certificate.

15.05 In calculating the sick leave days of a teacher in accordance with Clause 15.02, the years during which a teacher served as any of the following shall be deemed to be years of service as a teacher:

- (a) professional officer of the Department of Education; and/or
- (b) executive officer of the Denominational Education Council; and/or
- (c) President of the Newfoundland and Labrador Teachers' Association; and/or
- (d) President of the Canadian Teachers' Federation; and/or
- (e) an Administrative Staff Officer of the Newfoundland and Labrador Teachers' Association; and/or
- (f) a faculty member of Memorial University; and/or
- (g) a teacher in a Government School; and/or
- (h) an Administrative Staff Officer of the Newfoundland and Labrador School Boards Association; and/or
- (i) a District Director or an Assistant Director; and/or
- (j) a teacher employed in a school in Wabush, Labrador City or Churchill Falls or Conne River; and/or
- ★(k) a teacher with the College of the North Atlantic and predecessor organizations, the Institute of Fisheries and Marine Technology, a Community College, and/or a District Vocational School; and/or
- (l) related service done in an institution as a specialist teacher approved for this purpose by the Minister; and/or
- (m) as a teacher in an adult education institution approved by the Minister.

15.06 The provisions of this Article shall apply to a teacher who is under contract and who is unable to commence duties due to sickness, injury or incapacity.

SICK LEAVE cont'd...

- 15.07 A teacher who develops a major illness shall be entitled to the benefits covered by this Article where:
- (a) the teacher is undergoing full-time training as a teacher at the university; and
 - (b) the teacher holds a teacher's certificate or licence; and
 - (c) the teacher immediately before commencing such training served as a teacher for a period of not less than one (1) year; and
 - (d) illness requires the teacher to withdraw from university without completing or commencing a semester's work.
- 15.08 A teacher on extended sick leave with pay may be required by the Minister or the School Board to undergo a medical examination at any time provided the requirement is not unreasonable in terms of frequency or other circumstances.
- 15.09 When a teacher is absent on sick leave and on that day the school is closed because of weather, or other such reasons, and the teachers are not required to be in attendance, such day or days shall not be deducted from the teacher's accumulated sick leave.
- 15.10
- (a) For the purpose of Clause 15.02, for a teacher who has teaching experience in the province prior to September 1, 2006, an academic year during which the teacher accumulates ninety-seven and one-half (97.5) days shall constitute a year of service.
 - (b) For the purpose of Clause 15.02, in computing additional years of service for a teacher who has teaching experience in the province prior to September 1, 2006, the total days of service accumulated during years of less than ninety-seven and one-half (97.5) days shall be divided by the number of days in a school year as prescribed in Article 28 (Length of the School Year). This subtotal shall be added to the subtotal determined by Clause 15.10 and one-half (½) year or more shall be counted as a year, but a fraction of less than one-half (½) shall not be counted.
 - (c) For the purposes of Clause 15.02, effective September 1, 2006, a teacher who has no previous teaching experience in the province shall be awarded sick leave on a prorata basis during an academic year in which the teacher accumulates less than 195 days service. Such sick leave to be rounded to the nearest half-day.
- 15.11 Subject to Article 9, upon termination of leave under this Article, a teacher shall be returned to the same teaching position held immediately prior to the commencement of the leave.
- 15.12
- (a) A teacher who has not accumulated sufficient sick leave to cover a period of absence under this Article shall be granted upon request special sick leave up to fifteen (15) teaching days.
 - (b) Special sick leave granted shall be deducted from sick leave credits subsequently accumulated.
 - (c) A teacher who was granted special sick leave pursuant to Clause 15.12(a) shall, upon ceasing to be a teacher, compensate the employer for special leave which has not been recovered under Clause 15.12(b) and the amount of compensation shall be calculated at the employee's rate of remuneration in effect at the time the days were borrowed.
- 15.13 A teacher whose entitlement to sick leave with pay under this Article has been exhausted, and whose illness requires further absence from work, shall be placed on sick leave without pay. Periods of time on sick leave without pay, both before and after the signing date of this Agreement, shall be considered time taught for the purposes of seniority and service time within the pensions legislation.
- 15.14 In the event that a teacher is required to obtain a medical certificate by the School Board in addition to the initial certificate provided, then the teacher shall not be required to incur any additional cost.

ARTICLE 16: INJURY ON DUTY

- ★16.01 A teacher who is unable to perform duties because of a personal injury received in the performance of those duties shall be entitled to receive benefits in accordance with the Workplace Health, Safety and Compensation Act.

INJURY ON DUTY cont'd...

However, in the event that Section 81 of the Workplace Health, Safety and Compensation Act is amended or repealed so as to permit a Collective Agreement to provide for compensation in excess of the levels provided under the Act, the parties agree that the provisions of Clause 16.01 to 16.05 inclusive, as contained in Schedule K of this Agreement, which are permissible under that legislation shall then be in full force and effect as of the effective date of such amendment or repeal.

- ★16.02 A teacher who is approved for temporary earnings loss (TEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this Agreement will be considered to be in receipt of full salary for the purpose of benefits under this Agreement. A teacher who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission 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.
- 16.03 A teacher who is unable to perform his/her regular duties as a result of injury will be employed in another vacant position which the teacher is capable of filling. First consideration for such placement will be to vacant positions which may exist in the teacher's designated school.

ARTICLE 17: MATERNITY/ADOPTION/PARENTAL LEAVE

- 17.01 ★(a) Subject to Clauses 17.03, Maternity/Adoption/Parental Leave shall be granted without pay for a period of up to thirty-nine (39) continuous weeks when school is in session.
- (b) Teachers, while on approved leave granted under this Article, shall continue to accumulate seniority.
- ★(c) Teachers, while on approved leave granted under this Article, shall continue to accumulate service for a maximum of thirty-nine (39) continuous weeks for the purposes of sick leave accrual, salary increments, pension – in accordance with the Teachers' Pension Act - Section 13, and severance.
- 17.02 Subject to Article 9, 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.
- 17.03 Notwithstanding the provisions of this Article, the time period specified herein may be changed by the mutual agreement of the School Board and the teacher concerned. A School Board shall respond to a request from a teacher under this Article within two (2) weeks of receipt of the request.
- 17.04 (a) In accordance with Clause 17.01, a teacher shall make written request to her School Board for maternity leave not later than four (4) months prior to her expected date of delivery, and such leave shall be granted to commence and terminate as requested. Where possible, the application shall be accompanied by a doctor's certificate confirming the expected date of delivery.
- (b) In accordance with Clause 17.01, a teacher shall make written request to the School Board for parental leave not later than one (1) month prior to the commencement of the leave, and such leave shall be granted to commence and terminate as requested.
- 17.05 The School Board reserves the right to require a teacher to commence leave prior to the time specified in Clause 17.04 if the state of her health becomes incompatible with the requirements of her teaching position. In that respect, should the School Board have reasonable and probable grounds for believing that the state of her health has become incompatible with the requirements of her teaching position, the School Board shall have the right to demand of the teacher to produce a certificate from a medical practitioner that her health is compatible with the requirements of her teaching position and should the teacher fail to produce such a certificate within a reasonable time, the School Board shall have the right to require the teacher to commence sick leave and such leave will continue to the commencement of maternity leave as specified in Clause 17.04.
- 17.06 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 three (3) days prior to the arrival of the child in the home.

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, 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.
- 18.03 Upon application to a School Board, a teacher 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 school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.

B. Professional Leave

- ★18.04 A School Board may grant leave to a teacher who:
- (a) has been appointed by the Minister to serve on a departmental education committee; or
 - (b) attends such meetings or conferences the Minister may approve, for such time as such teacher attends such departmental educational committee, or such meeting or conference.
- 18.05 For inservice time there may be six (6) days in the aggregate in the school year available for the purposes of:
- (a) five (5) workshop days per teacher approved by the Board;
 - (b) a bank of one (1) day per teacher to the Board to be assigned at the Board's discretion.
- 18.06 A teacher who is a member of the Executive of the Newfoundland and Labrador Teachers' Association or the Board of Directors of the Canadian Teachers' Federation may be granted leave with pay for such times as the teacher is engaged in business on behalf of such Executive or Board. Such leave will not be unreasonably denied or unreasonably requested.
- 18.07
- (a) A teacher who is a member of the Newfoundland and Labrador Teachers' Association Negotiating Committee shall be granted leave with pay while attending actual negotiating sessions. The Association shall notify the Directors of the teachers affected prior to the commencement of negotiations and teachers shall in all instances give prior notice of absences from work to their Directors or designate, and such notice shall be as far in advance as possible.
 - (b) In addition to leave granted under Clause 18.07 (a), a teacher who is a member of the Newfoundland and Labrador Teachers' Association Negotiating Committee shall be granted leave with pay not to exceed five (5) days in the aggregate prior to the signing of a new Collective Agreement.

C. Other Paid Leave

- 18.08 Where a school is closed owing to the death of a member of the staff, the teachers in that school shall be considered to be on leave of absence with pay for the period the school is closed.
- 18.09 A teacher may be granted leave with pay, not exceeding three (3) days in the aggregate in the school year, for reason(s) deemed valid by the Board.
- 18.10 A School Board shall grant leave with pay to a teacher required to serve on jury duty or duty as a witness in any court to which the teacher has been summoned, in any proceedings to which that teacher is not a party or one of the persons charged. The School Board shall be reimbursed by the teacher for any fees received for such duty.

LEAVES IN GENERAL cont'd...

- 18.11 When no other provision is made for leave with pay, a teacher may be granted leave with pay upon application to the Minister, where the Minister is satisfied that such leave is warranted.
- 18.12 A School Board shall grant to a teacher up to two (2) full days of leave with pay to attend pre-retirement sessions organized by the Newfoundland and Labrador Teachers' Association or by a Government Department. A teacher may avail of the two (2) days' leave under this Article only once in his/her career.
- 18.13 When a principal, who has teaching duties, is absent from school in the performance of other duties, then a substitute teacher may be provided for those assigned teaching duties.
- 18.14 A teacher who is serving in the position of Branch President of the Newfoundland and Labrador Teachers' Association may be granted leave with pay to attend to Branch business to a maximum of three (3) days per school year. Such leave will not be unreasonably denied or unreasonably requested.

ARTICLE 19: LEAVE WITHOUT PAY

- 19.01 Subject to Article 9 and Clause 19.02, a teacher employed by a School Board may, upon request, be granted leave without pay for reasons deemed valid by the School Board; and on the teacher's return shall be given a comparable position in the same school, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.
- ★19.02 Subject to Article 9, a teacher who has been granted leave under Clause 19.01 for a period of fewer than ninety-seven and one-half (97½) days shall be returned to the same teaching position upon the expiration of such leave, unless it is mutually agreed between the School Board and the teacher that the teacher return to a particular position.
- 19.03 Leave approved under this Article for the purpose of upgrading teacher qualifications and/or experience shall be credited as teaching experience for purposes of seniority and salary increments.
- 19.04 Subject to Article 9, a teacher, elected to serve in the Provincial House of Assembly or the House of Commons shall be granted leave without pay to serve one (1) elected term of office and upon return shall be guaranteed at the beginning of the subsequent school year (unless otherwise agreed between the teacher and the School Board) a position with the School Board. In the event that the teacher is elected for a second consecutive term of office, the teacher may be required to resign from the School Board.

ARTICLE 20: EDUCATIONAL LEAVE

- 20.01 Subject to the other provisions of this Article, a teacher who has been employed in Newfoundland and Labrador as a teacher for five (5) years or more may be eligible for Educational Leave up to one (1) year.
- 20.02 There shall be an Educational Leave Committee consisting of five (5) members, two (2) of whom shall be appointed by the Newfoundland and Labrador Teachers' Association.
- 20.03 Teachers who are eligible for Educational Leave and who wish to obtain such leave, shall make application to the School Board. Only applications which are approved by the School Board shall be forwarded to the Educational Leave Committee.
- 20.04 Prior to January 1 each year, the Minister shall notify the Educational Leave Committee of the number of teachers who may be granted educational leave in the coming school year. In any event, the minimum number of teachers who may be granted leave shall be twenty-five (25) per year, or the equivalent.
- 20.05 The Educational Leave Committee shall, not later than the 1st day of March of the year of the award, select those teachers who are to be granted educational leave. The number selected by the Committee shall not exceed the number indicated by the Minister in accordance with Clause 20.04.

EDUCATIONAL LEAVE cont'd...

- 20.06 Leave granted under this Article shall be at the rate of eighty per cent (80%) salary.
- 20.07 Upon completion of the Educational Leave, a teacher shall return to the School Board, from which leave was granted, for a period of not less than double the period of leave granted.
- 20.08 A teacher granted Educational Leave shall, subject to Article 9, on 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.
- 20.09 The period in which a teacher is on Educational Leave with pay shall be considered as full time taught.
- 20.10 Nothing in this Article shall be deemed to preclude leave privileges which may be available to teachers under Article 19.

ARTICLE 21: SALARIES

- 21.01 The salaries and allowances paid to teachers shall be in accordance with Schedules "B" and "C", which form an integral part of this Agreement.
- 21.02 No School Board shall pay any teacher less than the salary corresponding to the teacher's qualifications and experience as determined by Schedules "B" and "C", which form an integral part of this Agreement.
- 21.03 No teacher's salary shall be reduced as a result of this Agreement.
- 21.04 The calculation of a teacher's years of service for incremental purposes as set forth in Clause 21.05 and the changes resulting from this calculation shall be made once yearly, immediately preceding the beginning of the school year or at the date of the initial employment of the teacher.
- 21.05 In computing the total years of service for incremental purposes, the following shall apply:
- (a) Five (5) hours of service shall be counted as a day of service.
 - (b) The total years of service shall be determined by dividing the total days of service by the number of days in a school year as prescribed in Article 28 (Length of the School Year).
 - (c) When the total years of service has been computed, that total shall be adjusted so that a fraction of one-half ($\frac{1}{2}$) year or more shall be counted as a year, but a fraction of less than one-half ($\frac{1}{2}$) shall not be counted.
- 21.06 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.
- 21.07 In computing years of service in accordance with Clauses 21.05 and 21.06, the teachers shall be credited with:
- (a) a period of teaching service performed in the Province; and/or
 - (b) (i) a period of teaching service in an educational institute situated outside the Province, not exceeding seven (7) years, and such service approved by the Minister; and/or
 - (ii) a period of teaching service as a teacher in a K-12 school operated by a Canadian School Board; and/or
 - (c) a period of service as a District Director or an Assistant District Director; and/or
 - (d) a period of service as a teacher employed in a school in Wabush, Labrador City or Churchill Falls, and Conne River; and/or
 - (e) service done, before or after this Article came into force as
 - (i) a professional officer of the Department of Education; and/or
 - (ii) an executive officer of the Denominational Education Council; and/or
 - (iii) President of the Canadian Teachers' Federation; and/or
 - (iv) President of the Newfoundland and Labrador Teachers' Association; and/or

SALARIES cont'd...

- (v) an administrative officer of the Newfoundland and Labrador School Boards Association; and/or
- (vi) an administrative officer of the Newfoundland and Labrador Teachers' Association; and/or
- (f) service done before or after this Article came into force, as a teacher in
 - (i) an adult education institution approved by the Minister; and/or
 - (ii) the College of the North Atlantic and predecessor organizations, the Institute of Fisheries and Marine Technology, a Community College, and/or a District Vocational School; and/or
 - (iii) a faculty member of Memorial University and/or Sir Wilfred Grenfell College; and/or
 - (iv) an approved private school, and/or a teacher in a Government school; and/or
 - (v) related service done in an institution, as a specialist teacher, approved for this purpose by the Minister; and/or
- (g) Service accumulated before or after this Article comes into force in the specialized areas of employment of Speech Pathology, Education Psychology, Hearing and Visual impairments, where the job involved working with school-aged children to improve learning performance, and where the teacher's present position involves the same kind of professional activity with students.
- ★(h) Notwithstanding (a) to (g) above teachers are responsible for informing the School Board of prior service within ninety (90) days of becoming employed with the School Board. If the teacher fails to 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 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 Employer.

21.08 Teachers who teach on a part-time basis shall not be required to attend workshops which occur during school hours when they would not normally be working.

21.09 Teachers hired on permanent part-time contracts will be paid a salary in line with the fraction of a full staffing unit as assigned to them.

ARTICLE 22: METHOD OF PAYMENT

22.01 Annual salary and allowances shall be paid in twenty-six (26) equal instalments. 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 school year will occur one (1) week earlier.

22.02 Teachers shall receive their pay cheques every second Thursday. If a holiday falls on Thursday, teachers will be paid on the last 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.

22.03 Nothing in this Article shall be interpreted as to change the present method of calculating the salary entitlement of teachers, based on the number of teaching days worked and the procedure for adjusting teachers' salaries during the non-teaching period.

22.04 Teachers who are not on regular payroll shall be paid within four (4) weeks of the week in which work was performed by such teachers.

22.05 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.

22.06 (a) The mailing of cheques to teachers during the summer shall be to an address designated by the teacher.

(b) The teacher shall not bear any of the costs associated with the mailing of cheques during the summer.

ARTICLE 23: DEDUCTIONS

- 23.01 Government shall deduct from the pay of each teacher an amount equal to the regular dues of the Association.
- 23.02 Government shall remit the amounts deducted under Clause 23.01 to the Association not later than three (3) working days following the day on which teachers receive their pay, together with a list showing the name of each teacher and the amount(s) so deducted.
- 23.03 The Association shall advise the Government in writing of the amount of its regular dues.
- 23.04 Government shall deduct other amounts, such as insurance premiums, credit union amounts from the pay of the teachers when authorized to do so by the teacher.
- 23.05 Government shall remit the amounts deducted under Clause 23.04 to the Association not later than three (3) working days following the day on which teachers receive their pay, together with a list indicating the name of each teacher for whom deductions have been made and the amount(s) deducted.
- 23.06 Changes in deductions authorized by the teacher may be requested up to three (3) weeks prior to the pay day and all changes requested shall be made.
- 23.07 In case of overpayment through error on the part of the Department of Education, the teacher shall be consulted as to the method of recovery.
- 23.08 The provisions of this Article shall apply mutatis mutandis to a School Board in cases where a School Board employs teachers in addition to the number allocated under The Schools Act (Teachers' Salaries) Regulations, 1975.

ARTICLE 24: ISOLATION ALLOWANCE

- ★24.01 TEACHERS IN ISOLATED SETTLEMENTS: Every teacher teaching school in a settlement as described in this Article shall be paid the bonus set out opposite the description of that settlement as follows:

TEACHERS HOLDING CERTIFICATES AND LICENCES

Effective	September 1, 2008	September 1, 2009	September 1, 2010	September 1, 2011
(a)	\$2789	\$2901	\$3017	\$3138
(b)	\$1898	\$1974	\$2053	\$2135
(c)	\$1898	\$1974	\$2053	\$2135

TEACHERS HOLDING LICENCES OTHER THAN A LICENCES

Effective	September 1, 2008	September 1, 2009	September 1, 2010	September 1, 2011
(a)	\$2121	\$2206	\$2294	\$2386
(b)	\$894	\$930	\$967	\$1006
(c)	\$894	\$930	\$967	\$1006

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) Every settlement in the Province connected by road with other settlements but not with the main highway.
- (c) Every settlement in 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.

ISOLATION ALLOWANCE cont'd...

- 24.03 Teachers living and teaching in communities covered by this Article shall be entitled to two (2) days of paid leave in the aggregate in a school year, when they are delayed from returning to their communities due to an interruption in transportation service.

ARTICLE 25: TRAVEL ALLOWANCES

- 25.01 (a) Subject to Clauses 25.01(b)(i) and 25.04(a) and (b), where in the course of duty, a teacher is required to travel on business for the School Board, the teacher shall be reimbursed for meals, lodging, and travel at the prevailing rate for Government employees.
- (b) (i) Subject to Clause 25.01(b)(ii), teachers who are required to travel to attend in-service training (i.e., where training is provided outside the community where the teacher's school is located) shall be paid reasonable out-of-pocket expenses as deemed appropriate by the School Board.
- (ii) Teachers who are authorized to use their own vehicle to attend in-service training shall be reimbursed at the prevailing mileage rates for Government employees.
- 25.02 Teachers who are authorized to use their own vehicle while travelling on business for the School Board shall be reimbursed at the prevailing mileage rates for Government employees.
- 25.03 Charges for ferry tolls shall be allowed.
- 25.04 (a) Teachers who are required to teach in more than one school shall be eligible for the mileage allowance for all miles travelled, as required in the performance of their work, that are in excess of normal travel to and from their residence to their base school.
- (b) Where a teacher teaches in more than one school, the school where that teacher teaches the greater number of hours shall be considered the base school.
- 25.05 ★(a) Teachers who are required to drive 2400 kilometres or more per year on business on behalf of the Employer and who are required, as a condition of employment, to have an automobile, shall be paid in addition to the base kilometre rate application, a monthly automobile allowance of \$85.00. Effective January 1, 2009 a teacher shall be reimbursed an amount in lieu of the base kilometre rate application and the monthly automobile allowance, said amount to be calculated in accordance with the Memorandum of Agreement Re: Kilometre Rate Adjustment Formula (NLTA).
- (b) On receipt of invoice, the teacher will be reimbursed for the difference between private and business insurance.

ARTICLE 26: GROUP INSURANCE

- 26.01 In accordance with Clause 26.02, Government will contribute a portion of the premium rate for plan options currently contained in the basic portion of the NLTA Group Insurance Plan (Basic/Dependent Life, Accidental Death and Dismemberment, and Health), and other benefits which may be agreed to between the parties.
- 26.02 In accordance with Clause 26.01, the contribution rate per participating teacher to be paid by Government for each option in the basic portion of the NLTA Group Insurance Plan shall be determined annually in accordance with Schedule M. These rates shall be determined no later than February 28th of each year or the earliest date thereafter.
- 26.03 The insurance committee currently established shall continue to be constituted as initially established and be a forum for discussions on the Government contribution rates to the NLTA Plan. In addition, the committee may discuss premium rates and benefits under the NLTA and Government plans.
- 26.04 The NLTA agrees to provide Government with enrolment data and information on the coverages of the plan options in the NLTA Plan to which Government contributes. The NLTA agrees to provide Government and Government agrees to provide the NLTA with relevant portions of the financial statements, premium rating analysis and supporting documentation used to establish the contribution

GROUP INSURANCE cont'd...

rate in accordance with Schedule M. Such information will be provided within thirty (30) days of a request for same or as soon as possible following receipt by the NLTA Group Insurance Trustees or Government.

- 26.05 Coverage under those options of the existing NLTA Group Insurance Plan to which the Government contributes, shall be available to all members of the bargaining unit subject to underwriting qualifications only.
- 26.06 Government agrees to pay its share of group insurance premiums for those teachers on maternity and adoption leave, for a maximum of thirty-nine (39) weeks.

ARTICLE 27: SUPERANNUATION OF TEACHERS

- 27.01 There shall be a committee established within thirty (30) calendar days after the signing of this Agreement with equal representation from the Government and the Newfoundland and Labrador Teachers' Association, and such committee shall review the existing pension plans for teachers, the proposals of the Newfoundland and Labrador Teachers' Association for revision of the Plan and make recommendations for amendments to the Plan.
- 27.02 The Government agrees that it will not change any of the provisions of the Pension Plan which will reduce the pension benefits available to teachers without the consent of the Newfoundland and Labrador Teachers' Association. It is further agreed that any change in the level of contribution to the Teachers' Pension Plan will be made only after consultation and agreement between the parties.

ARTICLE 28: LENGTH OF THE SCHOOL YEAR

- 28.01 (a) (i) For salary purposes, the length of the school year shall be 190 teaching days comprised of 185 actual teaching days, three (3) paid holidays and two (2) non-teaching days to be scheduled by the Board during the school year for administrative purposes.
- (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of 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.
- (b) There shall be consultation annually between teachers and the School Board in determining the holiday schedule.
- 28.02 Nothing in this Article shall adversely affect the leave to which a teacher may be entitled under the provisions of this Agreement or days in which the teacher is deemed to have kept school under Section 32 of the Schools Act, 1997.
- 28.03 (a) (i) When a school is closed pursuant to Section 32 of the Schools Act, 1997, the teacher shall not be required to be in attendance at school.
- (ii) Notwithstanding Clause 28.03(a)(i), the Board may require teachers to be in attendance for meetings and workshops.
- (b) When a school within a school system remains open during inclement weather or other emergency situations, a teacher shall not lose salary when prohibited from attending that school because the normal routes of transportation in that system are declared to be impassable by the appropriate authorities.

ARTICLE 29: WORKLOAD

- 29.01 (a) There shall be consultation at the local level between teachers and their principals in determining the allocation to teachers of curricular and non-curricular duties. The workload of teachers will be distributed in a fair and equitable manner, and the process will involve, but not be limited to, consideration of numbers of students, number of course preparations, number of teacher preparation periods, nature of courses taught, characteristics of students taught, administrative duties required, and multi-grade/course teaching situations.
- (b) Every effort shall be made to determine a teacher's curricular duties for the coming school year prior to the last day of the current school year.
- (c) Notwithstanding Clause 29.01(b), whenever possible, the consultation for the coming school year referred to in Clause 29.01(a) between teachers and their principals shall occur not later than the first scheduled instructional day.
- 29.02 It is agreed that extra-curricular activities are a desirable part of a well-rounded education. It is also agreed that the principal and staff of each school will determine the extra-curricular activities to be provided in their school. Notwithstanding this, a teacher's participation in any extra-curricular activity requires that teacher's consent.
- 29.03 (a) Every effort shall be made to assure that substitute or replacement teachers are provided to replace teachers who are absent for valid reasons.
- (b) A substitute teacher may be provided in instances where a teacher is assigned by a School Board to accompany groups of students during regular school hours on curricular related activities approved by the Board.
- 29.04 (a) Teachers will have an uninterrupted period of at least forty (40) minutes for lunch unless the majority of teachers in a school agree to a lunch period of a shorter duration. Such lunch break is to occur sometime between 11:00 a.m. and 2:00 p.m. of the school day unless otherwise mutually agreed.
- (b) Teachers who teach in more than one building will have an uninterrupted period of at least forty (40) minutes for lunch exclusive of travel time.
- (c) For (a) above, the opening and closing time for school may have to be adjusted by the School Board and that nothing in this Article is to be construed to mean that current lunch periods in excess of forty (40) minutes should be reduced.
- 29.05 No teacher shall be required to be present for school duties on Saturday or Sunday.
- 29.06 The School Boards shall within twelve (12) months of the signing date of this Agreement develop and implement policies regarding school violence and dealing with students who have exhibited violent and abusive behaviour. In developing these policies, the boards will seek input from school administrators and other personnel who are deemed to have a legitimate role in prevention, intervention and assessment activities.
- 29.07 A teacher's participation on a school-based or board-based committee requires that teacher's consent.

ARTICLE 30: CLASS SIZE

- 30.01 In the interest of education, and in order to promote effective teaching and learning conditions, the School Board will endeavour to establish class sizes appropriate to the teaching situation involved within regulatory and legislative restrictions.

ARTICLE 31: GRIEVANCE PROCEDURE

- 31.01 A teacher may file a grievance against the School Board or the Department of Education in the manner prescribed herein on the teacher's own behalf or on behalf of himself/herself and one or more teachers.

GRIEVANCE PROCEDURE cont'd...

- 31.02 A teacher or a group of teachers who have a grievance over a matter which is within the scope of authority of a School Board shall submit the grievance in writing to the Director within ten (10) calendar days of the occurrence or discovery of the incident giving rise to the grievance stating the names of the employees concerned, the precise nature of the grievance, the Article and Clause of the Agreement over which the grievance arises, and the relief requested.
- 31.03 Where a grievance has been filed in accordance with Clause 31.02, the Director accompanied by such other School Board representatives as may be deemed necessary, shall, within ten (10) calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied at this meeting by a representative of the Association or a local branch thereof.
- 31.04 The decision on the grievance shall be transmitted in writing by the Director to the aggrieved teacher or group of teachers within five (5) calendar days after the meeting referred to in Clause 31.03. In all grievances, the Director shall forward a copy of the reply to the Association.
- 31.05 If the decision of the Director does not result in settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the Chairperson of the School Board within ten (10) calendar days of receipt of the decision under Clause 31.04.
- 31.06 The decision of the Chairperson of the School Board shall be transmitted in writing to the aggrieved teacher or group of teachers within ten (10) calendar days of the receipt of the grievance under Clause 31.05. In all grievances, the Chairperson shall forward a copy of the reply to the Association.
- 31.07 If the decision of the Chairperson of the School Board 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 ten (10) 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 ten (10) 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) 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 ten (10) calendar days of receipt of the decision under Clause 31.10.
- 31.12 Where a grievance has been filed with the Deputy Minister of Education, the decision of the Deputy Minister shall be transmitted in writing to the aggrieved teacher or group of teachers within ten (10) calendar days after receipt of the grievance under Clause 31.11. In all grievances, the Deputy Minister shall forward a copy of the reply to the Association.
- 31.13 If the decision of the Deputy Minister of Education does not result in settlement of the grievance, the aggrieved teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with Article 32.
- 31.14 Where a teacher or group of teachers allege that they are being discriminated against by application or interpretation of a School Board regulation or by-law, the teacher(s) shall have recourse to the grievance procedure.

GRIEVANCE PROCEDURE cont'd...

- 31.15 No grievance proceedings will be invalidated by reason only of a technical error under Clauses 31.02 and 31.08.
- 31.16 Notwithstanding the provisions of this Article, a teacher may present a personal complaint to the School Board or Department of Education at any time.
- 31.17 If advantage of the provisions of this Article has not been taken within the time periods specified herein, the grievance shall be deemed to be abandoned and cannot be reopened.
- 31.18 The parties may mutually agree in writing to extend the time limits specified herein.
- 31.19 Failure to give a decision, within the time periods specified, by any person required to give a decision shall have the same effect as a decision which does not result in settlement of the grievance.
- 31.20 Where the Employer has a grievance against the Association or the Association has a grievance against the Employer, the parties shall meet within ten (10) calendar days of the occurrence or discovery of the matter giving rise to the grievance and attempt to settle the grievance. If the grievance is not settled as a result of this meeting, either the Employer or the Association, as the case may be, shall have the right to refer the grievance to arbitration in accordance with Article 32.
- 31.21 Where it is necessary to hold a grievance meeting during regular working hours, a teacher shall not suffer any loss in pay while participating in, or travelling to attend such meetings.

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) 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 The party to whom notice is given under Clause 32.01 shall, within seven (7) calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.
- 32.03 The two (2) arbitrators appointed in accordance with Clauses 32.01 and 32.02 shall, within ten (10) calendar days after the appointment of the second of them, appoint a third arbitrator agreeable to both parties and these three (3) arbitrators shall constitute an Arbitration Board. The arbitrator appointed under this Article shall be the Chairperson of the Arbitration Board.
- 32.04 If,
- (a) the party to whom notice is given under Clauses 32.01, fails to appoint an arbitrator within the period specified in Clause 32.02, the Minister of Human Resources, Labour and Employment shall, on the request of either party, appoint an arbitrator on behalf of the party who failed to make the appointment and such arbitrator shall be deemed to be appointed by that party; or
 - (b) the two (2) arbitrators appointed by the parties under Clauses 32.01 and 32.02 fail to appoint a third arbitrator within the period specified in Clause 32.03, the Minister of Human Resources, Labour and Employment shall, on the request of either party, appoint a third arbitrator and these three arbitrators shall constitute an Arbitration Board. The arbitrator appointed under this paragraph (b) shall be Chairperson of the Arbitration Board.
- 32.05 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.

ARBITRATION cont'd...

- 32.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party were present or represented.
- 32.07 The Arbitration Board shall render its decision on the grievance within fifteen (15) calendar days of the date on which the Board is fully constituted and the decision of the Board shall be committed to writing and submitted to the parties concerned within a further ten (10) calendar days.
- 32.08 The decision of a majority of the members of a Board of Arbitration shall be the decision of the Board and if there is no majority, the decision of the Chairperson shall govern.
- 32.09 All parties bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decision of an Arbitration Board appointed in accordance with these provisions and do or, as the case may be, abstain from doing anything required by that decision.
- 32.10 Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator or of the arbitrator deemed to have been appointed by that party under Clause 32.04 and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.
- 32.11 The time limits set out in this Article may be extended at any time by mutual agreement in writing of both parties to the grievance.
- 32.12 In any case, including cases arising out of suspension, dismissal, or other discipline, or the loss of any remuneration, benefits or privilege, the Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege as the Board may determine appropriate to settle the issues between the parties, and may give retroactive effect to its decision.
- 32.13 A teacher, who is not under suspension and who has not been dismissed, and who is required to appear before an Arbitration Board shall not suffer any loss in pay while participating in arbitration meetings.

ARTICLE 33: SEVERANCE PAY

- 33.01 (a) A teacher who has nine (9) or more years of continuous service as a teacher in the Province is entitled to be paid on resignation, lay-off, retirement or death, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment as a teacher in the Province by two percent (2%) of his/her annual salary to a maximum of forty percent (40%) of his/her annual salary.
- (b) A teacher's continuous service shall not be deemed to be broken when:
- (i) on approved leave;
 - (ii) the teacher leaves the employment of a Board to further his/her education as a teacher and returns to a Board at the commencement of the next school year after the completion of said education; or
 - (iii) the teacher teaches at least twenty (20) days in any school year.
- The twenty (20) days will be effective as of the beginning of a teacher's career and will apply to those teachers who leave the employ of a School Board, subject to Clause 33.01(a) or 33.02 on or after September 1, 1982.
- (c) Time spent on approved leave or furthering the teacher's education shall not be considered as years of service in the computation of the percentage entitlement to severance pay, however, time taught under Clause 33.01(b)(iii) will be considered service for severance pay purposes.
- (d) In computing years of service, the method contained in Clause 21.05 shall be used.
- 33.02 Notwithstanding Clause 33.01, where the employment of a teacher employed by a Board as of the first day of September A.D., 1976 is terminated due to death, layoff, or disability, the teacher shall receive severance pay at two percent (2%) per year of service to a maximum of forty percent (40%).

SEVERANCE PAY cont'd...

- 33.03 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.
- 33.04 The severance pay which a teacher shall be paid for the total period of employment as a teacher and/or in the employ of the public service shall not exceed the maximum specified in Clause 33.01.
- 33.05 For the purpose of this Article, (the) years during which a teacher served as any of the following shall be deemed to be years of service as a teacher:
- (a) professional officer in the Department of Education;
 - (b) a teacher in a Government school;
 - (c) a district Director or an assistant district Director;
 - (d) a teacher in the College of the North Atlantic and predecessor organizations, the Institute of Fisheries and Marine Technology, the Fisher Technical Institute or a Community College
 - (e) an executive officer of the Denominational Education Council;
 - (f) a teacher employed in a school in Wabush, Labrador City, or Churchill Falls;
 - (g) related service done in an institution as a specialist teacher approved for this purpose by the Minister;
 - (h) as a teacher in an adult education institution approved by the Minister;
 - (i) as an employee of the Newfoundland and Labrador School Boards Association.
- ★33.06 Each maternity or adoption leave period, up to thirty-nine (39) continuous weeks is to be credited in computing years of service for severance pay purposes.

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

- 34.01 (a) Subject to Clauses 34.01 (b) and 34.01 (c), where a teacher in the performance of his/her duty suffers any personal loss, and where such loss was not due to the teacher's negligence, the School Board may compensate the teacher for any loss suffered, subject to a maximum of three hundred and twenty-five dollars (\$325).
- (b) All incidents of loss suffered by a teacher shall be reported in writing by the teacher within five (5) working days of the discovery of the incident to the Director or his/her designate.
- (c) This provision shall only apply in respect of personal effects which the teacher would reasonably have in his/her possession during the normal performance of his/her duty.
- 34.02 (a) Where a teacher is authorized in writing by the School Board to use his/her own tools, equipment, or other materials in the performance of teaching duties, the School Board shall compensate that teacher for any loss or damage to these tools, equipment or materials provided that loss or damage did not result from the teacher's negligence.
- (b) All incidents of loss suffered by a teacher shall be reported in writing by the teacher to the Director or his/her designate within five (5) working days of the discovery of the incident.

ARTICLE 35: PROTECTIVE CLOTHING

- 35.01 Where protective clothing is necessary and routinely required to be worn, the School Board shall provide such clothing free of charge.
- 35.02 All clothing issued in accordance with this Article shall remain the property of the School Board.

ARTICLE 36: POSITIONS OF ADMINISTRATIVE RESPONSIBILITY

- 36.01 (a) A tenured teacher appointed to the position of Principal, Vice-Principal, Program Specialist or Department Head, may be required by the School Board to serve a probationary period of two (2) years.
- (b) A teacher who has been previously tenured in an administrative position as listed in (a) above, who is appointed to a comparable administrative position may be required by the School Board to serve a probationary period of one (1) year. Where in the opinion of the School Board, the new position is not comparable, then the provisions of Clause 36.01 (a) shall apply.
- 36.02 A teacher who successfully completes the probationary period prescribed by Clause 36.01 and continues in that position shall be deemed to have tenure in that position.
- 36.03 (a) A teacher who, prior to appointment to one of the positions referred to in Clause 36.01 (a), had tenure as a teacher with the School Board, and who does not successfully complete the probationary period prescribed by Clause 36.01, shall retain tenure as a teacher and be entitled to return to the former position with that School Board, unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.
- (b) A teacher appointed to one (1) of the positions referred to in Clause 36.01 (a) shall, on the completion of the probationary period, or on the completion of the first year of a two-year probationary period, be entitled to return to the former position with that School Board unless it is mutually agreed between the teacher and the School Board that the teacher return to a particular position.

ARTICLE 37: TERM CONTRACTS

- 37.01 A Board shall enter into a term contract with a teacher only when:
- (a) the teacher is replacing a teacher on leave; or
- (b) the teacher is hired to fill, for the balance of that school year, a vacancy which occurs after August 1 of that school year; or
- (c) the teacher is hired to fill, for the balance of that school year, a position which is allocated as an additional unit by the Department of Education, after September 1 of that school year; or
- ★(d) the teacher is hired to fill a position left vacant because of the unavailability of a teacher who is qualified in the position advertised; or
- (e) the teacher is hired for the purpose of position-sharing pursuant to Article 54; or
- ★(f) the teacher is hired to fill a position which is necessary because the School Board has served formal notice that the school will close at the end of the school year.
- 37.02 The provisions of Clause 37.01 shall not apply to teachers rehired under Clause 9.10.
- 37.03 (a) If a teacher is offered a probationary or a continuing contract, the period of employment under term contract(s), or the relevant portion thereof, may be counted as the probationary period in accordance with Article 7.
- (b) Notwithstanding Clause 37.03 (a), a maximum of one (1) year of employment in a term contract contiguous to employment in a probationary or continuing contract in a comparable position with the same School Board shall be counted as part of the probationary period in accordance with Article 7.
- 37.04 Notwithstanding Clause 37.01, a teacher on a continuing contract with a School Board who is filling another position with the School Board on a temporary basis shall be deemed to be on leave from his/her position and the teacher shall retain all rights and privileges with that Board.

ARTICLE 38: INDIVIDUAL TEACHER CONTRACTS

38.01 No provision of an individual teacher contract shall contravene any Article of this Collective Agreement.

ARTICLE 39: MANAGEMENT RIGHTS

39.01 Except as specifically abridged, delegated or modified by this Agreement, management functions, rights and powers now existing are recognized by the Association as being retained by the School Boards and the Government as the case may be.

ARTICLE 40: STRIKES AND LOCKOUTS

40.01 During the term of this Agreement, there shall be no strikes, suspension or slowdown of work by the Association or members thereof. There shall be no lockout of teachers during the term of this Agreement.

ARTICLE 41: AMENDMENT BY MUTUAL CONSENT

41.01 Any provision of this Agreement, other than the provision relating to the duration of the Agreement, may be amended by mutual consent of the parties to the Agreement.

ARTICLE 42: DEFINITIONS

42.01 In this Agreement, unless the context otherwise requires:

- (a) "Assistant Director" means Assistant Director appointed pursuant to the Schools Act, 1997.
- (b) "Day" means teaching day.
- (c) "Director" means a Director appointed pursuant to the Schools Act, 1997.
- (d) "Domicile" means that place where that person has his or her true, fixed and permanent home and principal establishment and to which, whenever he/she is absent, he/she has the intention of returning.
- (e) "Grievance" means a dispute over the interpretation, application administration, or alleged violation of this Collective Agreement.
- (f) "Layoff" means the termination of a teacher's contract in accordance with Article 9 because the teacher's position has become redundant and no alternate position with the School Board is available.
- (g) "Minister" means the Minister of Education.
- (h) "Replacement teacher" means a teacher who is hired to replace a regular teacher who has been granted leave without pay, or a teacher granted leave under Article 20.
- (i) "Salary" shall mean the remuneration that a teacher shall receive and shall include allowances where appropriate.
- (j) "School" means any school or other place of work to which a teacher has been assigned by a School Board.
- (k) "School System" means a high school, together with one or more than one elementary school in which programs are offered for students progressing from Kindergarten to Grade XII; the boundaries and the schools to be included in a school system shall be determined by the School Board concerned.
- (l) "Service" means any period of employment in respect of which an employee is in receipt of salary or wages from the Employer and includes, from the date of the signing of this Agreement, periods of leave without pay not exceeding ten (10) working days in the aggregate in any year unless otherwise specified in this Agreement.

DEFINITIONS cont'd...

- (m) "Spouse" means a person to whom a teacher is legally married, or a person with whom a teacher has cohabited for a continuous period of at least one (1) year and with whom the teacher intends to continue to cohabit and who has been identified to the Employer, in writing, as the teacher's spouse.
- (n) "Substitute teacher" means a teacher who is hired in place of another teacher who is granted leave with pay in accordance with the provisions of this Agreement, or is absent on sick leave or is performing duties in accordance with Clause 29.03(b).

ARTICLE 43: DURATION OF AGREEMENT

★43.01 This Agreement shall be in effect for a term beginning September 1, 2008 and ending on August 31, 2012 and shall be automatically renewed thereafter for successive periods of one (1) year unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the period of ten (10) months immediately prior to the expiry date of this Agreement or any subsequent Agreement.

43.02 Where notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as there is agreement in respect of a renewal, amendment or substitution thereof, this without prejudicing the implementation of any terms of the new Collective Agreement which are agreed under the new Agreement to be retroactive or without prejudicing any rights under the Newfoundland Teacher (Collective Bargaining) Act.

ARTICLE 44: STATUS OF THE PRESIDENT

44.01 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 Article 9 be entitled to return to the same or comparable position with the School Board.

44.02 Leave approved under this Article shall be credited as teaching experience for seniority purposes.

ARTICLE 45: SUCCESSOR RIGHTS

45.01 In the event that a School Board absorbs another School Board or part of another School Board, or two (2) School Boards join to form one (1) Board, the teachers so affected will, subject to Article 9, continue employment in the same position within the successor Board, without loss of rights and accrued benefits.

45.02 Without limiting the generality of Clause 45.01:

- (a) Notwithstanding Article 7, tenured teachers moving to the succeeding Board will retain tenure.
- (b) Notwithstanding Article 7, teachers in the first year of a two-year probationary period who move to the succeeding Board shall be deemed to be in their second year of probation. Probationary teachers who have successfully completed the final year of probation and who move to the succeeding Board shall have tenure.
- (c) Notwithstanding Clause 9.01, all teachers moving to the succeeding Board shall, for seniority purposes retain their years of service which they had to their credit with the previous Board.

ARTICLE 46: TEACHER EXCHANGE AND SECONDMENT

A. Exchange Within the Board

46.01 With the mutual agreement of any two (2) teachers and the School Board concerned, teacher exchange may take place within that Board. Exact terms and duration to be determined by the teachers and School Board concerned.

TEACHER EXCHANGE AND SECONDMENT cont'd...

B. Exchange Between School Boards

46.02 With the mutual agreement of any two (2) School Boards and the teachers concerned, teacher exchange may take place between the Boards. The teacher exchanged will retain all benefits and rights accrued with the original School Board. The receiving School Board shall have all management and control with respect to the employment of the teacher during the period of the exchange.

C. Secondment By The Department of Education or Memorial University of Newfoundland

- ★46.03 The Department of Education and Memorial University of Newfoundland may second teachers under the following conditions:
- (a) With the mutual consent of the teachers and the Board(s) involved.
 - (b) The teacher shall remain in the employ of the School Board and, where he/she is required to be in attendance for the normal working days of the seconding department or agency:
 - (i) he/she shall be paid the maximum allowance for a program specialist in addition to their regular salary; and
 - (ii) the teacher shall be provided annual leave based on the teacher's accumulated service in accordance with Article 21 and the annual leave policy for Government employees.
 - (c) A substitute teacher shall be provided for the teacher who has been seconded.
- 46.04 Subject to Clause 9.01, teachers so exchanged or seconded will retain their seniority with the Board from which they exchanged or seconded.
- 46.05 Subject to Clause 9.01, the years of service with the Board to which the teacher has exchanged or seconded shall be counted as years of service for seniority with the Board from which they exchanged or seconded.
- 46.06 Subject to Article 9, 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: ADMINISTRATION OF MEDICATION AND HEALTH SUPPORT PROCEDURES

47.01 All School Boards shall develop and maintain policies relating to the administration of medication, medical procedures, and physical procedures for/to students. Such policy shall be available to all teachers.

ARTICLE 48: LABRADOR BENEFITS

- 48.01 The provisions of the Labrador Benefits Agreement as outlined in Schedule J 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

- 49.01 The rate of pay for substitute teachers shall be based on qualifications and service in accordance with the salary scales in Schedule B, for periods of substitution for the same regular teacher of less than or equal to three (3) consecutive days.
- 49.02 For periods of substitution in excess of three (3) consecutive days for the same regular teacher, the substitute teacher will be paid on the basis of qualifications and service in accordance with the salary scales contained in Schedule C of this Agreement with effect from the first day of such period of substitution.

SUBSTITUTE TEACHERS cont'd...

- 49.03 Substitute teachers shall be paid for a maximum of paid holidays designated by the School Board if the holidays occur during a contract period.
- 49.04 For salary purposes, substitute teachers shall be deemed to have kept school on any day or part thereof where:
- (a) the school is closed pursuant to Section 32 of the Schools Act, 1997; or
 - (b) previously contracted substitute services are not required for any other reason(s) and the substitute teacher is not notified prior to reporting for duty at the school that his or her services are not required.
- 49.05 Substitute teachers are entitled to paid leave to participate in approved inservice activities which occur during a contract period if attendance at the inservice is required by the School Board.
- 49.06 (a) All substitute teaching time is included in the calculation of sick leave credits as per Article 15 of this Agreement.
- (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).
- 49.07 Substitute teachers shall be paid for the number of hours of duties assigned to them during the regular school instructional day, except, that no teacher shall receive more than one (1) day's pay for each day taught.
- 49.08 Substitute teachers who substitute for twenty (20) teaching days or more on a continuous basis will be considered a replacement teacher for purposes of benefits under this Agreement, with effect from the first day of such period of substitution.

ARTICLE 50: ALLOWANCES

- 50.01 The allowances for principals, vice-principals, program specialists and department heads shall be based on the formulae outlined in Schedule C.
- 50.02 The allowance provided for every department head shall only be paid if:
- (a) the department in respect of which the teacher has been designated head is a department
 - (i) in which all the teachers therein are engaged in teaching in the educational fields of English, Mathematics, Social Studies, Religious Education, a second language, or Science; and
 - (ii) in which more than sixty (60) hours per week of instruction in Grades VII to XII are provided for in any of the subjects listed in the above clause i); and

ALLOWANCES cont'd...

- (b) the teacher is engaged for not less than eighty per cent (80%) of his or her assigned teaching time in the educational field of the department in respect of which the teacher is the designated head and holds a bachelor's degree with a major or minor in that field.
- 50.03 Allowances provided to guidance counsellors shall be based on the number of classrooms in the school to which the 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 guidance counsellor has direct responsibility.
- 50.04 ★(a) An allowance paid to a principal, vice-principal, program specialist, educational psychologist or 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.
- (b) An allowance paid to a department head shall be calculated on the basis of conditions which apply for the current school year, except where it is to the advantage of the department head to utilize the conditions which applied in the previous school year.
- 50.05 (a) Subject to Clause 50.05(b), in the event that the principal is absent from the school for one (1) full teaching day, and where there is no vice-principal, a teacher on staff shall be designated as acting principal and shall for each period of less than four (4) consecutive days receive a per diem allowance at the rate of 1/390 principal's allowance. Payment to be made at the end of the school year.
- (b) In the event that the principal is absent from the school for four (4) or more consecutive days, the vice-principal (or in a school where there is no vice-principal, a teacher on staff) shall be designated as acting principal and shall receive a per diem allowance at the rate of 1/195 principal's allowance.
- (c) In the event that the vice-principal is absent from the school, or acting as principal for a period of four (4) or more consecutive days, a teacher on staff shall be designated acting vice-principal and shall receive a per diem allowance at the rate of 1/195 vice-principal's allowance.
- (d) A teacher who is a principal of a school with fewer than thirty-six (36) students and is responsible for one (1) or more teachers shall receive a principal's allowance, in accordance with Schedule C.
- 50.06 (a) A program specialist who is a part-time teacher shall be paid a bonus in accordance with the proportion of time devoted to the co-ordination of the subject area.
- (b) A guidance counsellor who is a part-time teacher shall be paid a bonus in accordance with Schedule I of this Agreement.
- ★(c) An educational psychologist who is a part-time teacher shall be paid an allowance in accordance with Schedule I of this Agreement.
- 50.07 (a) Allowances may be provided to specialist teachers in the areas of Home Economics, Music, Industrial Arts, and Fine Arts or other areas approved by the Teacher's Certification Committee, where such teachers have completed a program of study consisting of at least one (1) year in that specialist area, and where such work has not been credited for certification purposes, if the major portion of their teaching time is spent in the area of their speciality. In any event, no such allowance shall be paid once a teacher has attained a Level VII teaching certificate.
- (b) Teachers in receipt of allowances prior to the signing of this Agreement, and who continue to meet the conditions outlined in Clause 50.07(a), will not have their allowances discontinued.
- (c) Teachers in receipt of allowances prior to the signing of this Agreement who already had a Level VII teaching certificate will not have their allowances discontinued unless a change in teaching assignment disqualifies them under Clause 50.07(a).

ARTICLE 51: DEFERRED SALARY LEAVE PLAN

51.01 Eligibility

Any teacher having tenure with a School Board is eligible to participate in the Plan.

51.02 Application

- (a) A teacher must make written application to the Director on or before April 30, requesting permission to participate in the Plan.
- (b) Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by June 15, in the school year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the School Board.
- (d) In the event that a teacher, while on deferred salary leave, enters into employment with another School Board, there shall be no duplication of benefits, as outlined in Clause 51.04(b), accruing to the teacher as a result of that employment.

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 four (4) such school years (depending upon whether the teacher selects the three (3), four (4) or five (5) year option) the teacher will receive two-thirds (2/3), three-quarters (3/4) or four-fifths (4/5) of his/her annual salary consisting of his/her proper grid salary and applicable allowances. The remaining one-third (1/3), one-quarter (1/4) or one-fifth (1/5) of the annual salary will be accumulated and retained by the Employer, which amount, with interest earned thereon, shall be paid to the teacher during the year of leave.
 - (ii) The monies retained by the Employer in accordance with Clause 51.03(a)(i) together with all monies retained by the Employer for other teachers who are participating in the Plan shall be deposited in an account with the Newfoundland and Labrador Credit Union, any Canadian chartered bank, or any Trust Company authorized to do business in the Province of Newfoundland and Labrador. The interest so earned on monies retained by the Employer in accordance with Clause 51.03(a)(i) on behalf of a participating teacher shall augment such monies.

Each year a Deferred Salary Leave Plan Committee, an equal number of representatives of the Employer and of the Association, shall direct the manner in which the monies are to be invested. In making such determination, the Employer, the Association, and the members of the Committee, shall not be liable to any participating teacher for the investments so specified so long as they are authorized by this Article.
 - (iii) The Committee shall make an Annual Report to each participating teacher under this Plan as to the amount of deferred salary together with interest accrued to date. The Annual Report shall be made no later than June 30 of any given year under the Plan.
 - (iv) The Board will bear the administrative expenses of the Plan.
- (b)
 - (i) While a teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received had he/she not been enrolled in the Plan.
 - (ii) While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had he/she not been enrolled in the Plan.

DEFERRED SALARY LEAVE PLAN cont'd...

- (c) The leave of absence may be taken in accordance with the Memorandum of Agreement between the teacher and the School Board.

51.04 Terms of Reference

- (a) Subject to Article 9, 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.
- (b) Leave under this Plan shall be credited as teaching experience for purposes of:
 - (i) Seniority
 - (ii) Sick Leave
 - (iii) Increment
 - (iv) Pension
 - (v) Severance
- (c) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of leave. In this instance, a teacher may choose to remain in the Plan or he/she may withdraw and receive any monies and interest accumulated to date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
- (d) Teachers who have their contracts terminated in accordance with Article 12 or who are laid off in accordance with Article 9 will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned, repayment shall be made within sixty (60) days of withdrawal from the Plan.
- (e)
 - (i) For those teachers who enrolled in the Plan following the signing date of this Agreement, pension premiums shall be paid on the salary the teacher would have received had the teacher not entered the Plan or gone on leave. These payments will be made during each year of enrolment including the year of leave and will be the normal contribution rate as required under the Newfoundland and Labrador Teachers' Pension Act. The teacher shall receive pension credits for each year including the year of leave and where applicable the payment of pension benefits shall be based upon the salary the teacher would have received had the teacher not been enrolled in the Plan.
 - (ii) Notwithstanding (i) above, for those teachers who enrolled in the Plan prior to the signing date of this Agreement, the teacher shall continue to pay pension premiums based upon the option previously selected. Those teachers shall receive pension credits for each year enrolled in the Plan including the year of leave. Where applicable the payment of pension benefits shall be based upon the salary the teacher would have received had the teacher not been enrolled in the Plan, including the year of leave.
- (f) A teacher may withdraw from the Plan any time prior to April 15 of the calendar year in which the leave is to be taken.
- (g) Should a teacher die while participating in the Plan, any monies accumulated, plus interest owed at the time of death, will be paid to the teacher's estate.
- (h) All teachers wishing to participate in the Plan shall be required to sign a Memorandum of Agreement as prescribed in Schedule G before final approval for participation will be granted.
- (i) A teacher participating in the Plan who is subsequently employed by another School Board, shall make the employing School Board aware of his or her participation in the Plan, otherwise the leave shall not be binding on the employing School Board.

DEFERRED SALARY LEAVE PLAN cont'd...

- (j) Notwithstanding the initial arrangements undertaken by the teacher and the Employer in accordance with Clause 51.03 (a)(i), the teacher shall have the right to postpone the taking of the year of leave, subject to the provisions of the Income Tax Act and regulations, by notifying the Employer not later than April 15 of the calendar year in which the leave is to be taken.

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) Guidance Counsellor
 - (vi) Other teachers allocated under the teachers' salary regulations.
- 52.02 During the term of this Agreement, neither Government nor any School Board shall eliminate existing classifications covered by this Agreement.
- 52.03 Where a new classification covered by this Collective Agreement is created during its term, the NLTA shall be consulted on the manner of inclusion of such classification.

ARTICLE 53: RELOCATION EXPENSES

- 53.01 A teacher who is required by the Employer to relocate from one geographic location to another as a result of a consolidation of School Boards or reassignment due to redundancy shall, on the submission of a certified statement of expenses, be compensated as follows:
- (a) A teacher who sells his/her private dwelling house, in which he/she resides immediately prior to being relocated, shall be reimbursed for real estate agency fees up to a maximum of five percent (5%) of the selling price.
 - (b) Reimbursement of reasonable and necessary legal fees encumbered upon the teacher because of the sale of his/her house and the purchase of a new dwelling at his/her place of relocation; and
 - (c) Where a teacher is required to relocate from one geographic location to another, he/she shall be reimbursed for the following expenses:
 - (i) carting, packing and unpacking, cartage insurance and transportation of his/her and his/her dependents' personal effects;
 - (ii) hotel accommodations and meals approved in advance by the School Board for a teacher and his/her dependents for a consecutive period not exceeding fourteen (14) calendar days. With respect to claims for meals, a teacher may be reimbursed as follows:
 - (1) meal allowances on relocation to be identical to those allowed on travel; and
 - (2) in the case of a teacher with dependents, the maximum allowances claimable shall be in accordance with those specified in (1) above for each of the teachers, spouse and dependents over twelve (12) years of age, plus one-half (1/2) this amount for each other dependent.
 - (iii) Claims for items (i) and (ii) are to be accompanied by receipts or other satisfactory proof of purchase.
- 53.02 This Article shall apply only where the distance from the teacher's residence to the new school exceeds the distance from the teacher's residence and the old school by more than forty (40) kilometres, or where the teacher is required to relocate to or from an isolated settlement as defined within Article 24 of this Agreement.

ARTICLE 54: POSITION SHARING

- 54.01 Position sharing denotes an arrangement whereby two (2) teachers share the duties and responsibilities of one (1) teaching position.
- 54.02 Any full-time tenured teacher in the employ of the School Board may apply to participate in a position sharing arrangement for a period of one (1) year.
- 54.03 Written application must be made to the School Board on or before April 1 of the school year prior to the school year in which the position sharing is to occur.
- 54.04 Teachers whose applications for position sharing are approved by the School Board shall return to their full-time position at the expiry of the school year for which the sharing arrangement has been established unless:
- (a) the parties involved agree that it continue; or
 - (b) the full-time teacher retires, is declared redundant, or has his/her contract terminated in accordance with Article 12.
- 54.05 Teachers who have been declared redundant, and who are unable to be reassigned in accordance with Article 9, shall have preference, subject to capability, to shared positions made possible by approved applications of full-time tenured teachers.
- 54.06 Teachers hired to share a position with a full-time tenured teacher shall be employed on a term contract.
- 54.07
- (a) Each teacher applying for a position sharing arrangement shall agree to teach a specified portion of a full-time position. The sum of the portions of a full-time position occupied by each teacher involved in such an arrangement, shall not exceed one-hundred percent (100%) of a full-time position.
 - (b) The applicable annual salary of each sharing teacher shall be pro-rated according to the portion of a full-time position each occupies.

ARTICLE 55: EMPLOYEE ASSISTANCE PROGRAM

- 55.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Association agree to co-operate in encouraging employees affected with alcohol, drug and other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation. The Employee Assistance Program ratified by the Newfoundland and Labrador Teachers' Association, The Newfoundland and Labrador School Boards Association and the Department of Education dated December 6, 1986, shall continue to operate to meet the joint objective described above. Any changes to the program must have the approval of the above parties.
- 55.02 Government will fund the salary and appropriate administrative costs of two (2) Employee Assistance Program Co-ordinators.

ARTICLE 56: REDUNDANCY PROVISIONS

56.01 All teachers who are declared redundant and who are not reassigned in accordance with Article 9, shall be eligible for a redundancy benefit as outlined in the table below:

REDUNDANCY BENEFIT

Service	Age < 35	35-39	40-44	45-49	50-54	> 54
< 6 months	4%	8%	12%	16%	20%	24%
> 6 months - <1 year	8%	12%	16%	20%	24%	28%
> 1 - < 2 years	14%	18%	22%	26%	30%	34%
> 2 - < 4 years	22%	26%	30%	34%	38%	42%
> 4 - < 6 years	30%	34%	38%	42%	46%	50%
> 6 - < 8 years	38%	42%	46%	50%	54%	58%
> 8 - < 10 years	46%	50%	54%	58%	62%	66%
> 10 - < 12 years	54%	58%	62%	66%	70%	74%
> 12 - < 14 years	62%	66%	70%	74%	78%	82%
> 14 - < 16 years	70%	74%	78%	82%	86%	90%
> 16 - < 18 years	78%	82%	86%	90%	94%	98%
> 18 - < 20 years	86%	90%	94%	98%	102%	106%
> 20 - < 22 years	94%	98%	102%	106%	110%	114%
> 22 years or more	102%	108%	112%	116%	120%	124%

- 56.02 If, subsequent to receiving the redundancy benefit, the person is reassigned or attains a teaching position, the teacher shall repay the difference between the benefit received and the amount of benefit equivalent to lost salary as a result of being declared redundant and being without a teaching position.
- 56.03 A teacher who is in receipt of a redundancy benefit cannot, in addition, be entitled to severance pay in accordance with Article 33.
- 56.04 ★(a) Teachers who are employed in the position of program specialist, principal, vice-principal, department head, educational psychologist or guidance counsellor 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.
- (b) In accordance with (a), teachers who are within four (4) years of normal retirement age shall have their allowance red-circled until they reach the age of normal retirement. In the event that the teacher elects to continue to teach beyond the normal retirement age, the allowance shall revert to that applicable to that position.
- (c) During the period of phase-out, a teacher who declines an offer of employment in a position comparable to that from which he/she was laid off, shall forfeit the balance of the allowance payable.
- (d) Notwithstanding (a) above, a department head will not be entitled to benefits under this provision if his/her allowance was or would have been eliminated by virtue of the application of Clause 50.02.

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 age, sex, race, colour, marital status, political or religious affiliation, physical or mental disability, sexual orientation, or by reason of their membership in the Association.

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 appropriately disciplined. The Employer and the Association agree that victims of harassment shall be 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, which is based on race, religion, religious creed, sex, marital status, sexual orientation, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Association status.

IN WITNESS WHEREOF

the parties hereto executed this Agreement the day and year first before written.
Signed on behalf of Treasury Board representing Her Majesty the Queen in Right
of Newfoundland by the Honourable Jerome Kennedy, Q.C., President of Treasury
Board, and the Honourable Joan Burke, Minister of Education, 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 Newfoundland and Labrador Teachers' Association by its proper officers in the presence of
the witness hereto subscribing:

Witness

Witness

Date

This is not the official version.

SCHEDULE A

School Boards party to this Agreement:

District 1 - Labrador

District 2 - Western

District 3 - Nova Central

District 4 - Eastern

District 5 - Conseil Scolaire Francophone

This is not the official version.

SCHEDULE B: Substitute Teacher Salary Scale

September 1, 2008 - August 31, 2009

		1	2	3	4	5	6	7	8	9	10	11	12
Certificate Level	I	21387	22480	23260	24344	24952	25324						
	II	24044	25828	27062	28313	29281	29966	30415					
	III	27434	29200	30548	31480	32701	33941	34640	35156				
	IV	30641	32364	33941	35518	36747	37975	39223	39937	40533			
	V	35358	37103	38687	40263	41844	43089	44362	45631	46375	47073		
	VI	40597	42365	43944	45521	47105	48686	49966	51265	52572	53351	54148	
	VII	46361	48160	49739	51310	52903	54467	56048	57376	58713	60036	60853	61770

Emergency Supply – \$12 033

September 1, 2009 - August 31, 2010

		1	2	3	4	5	6	7	8	9	10	11	12
Certificate Level	I	22242	23379	24190	25318	25950	26337						
	II	25006	26861	28144	29446	30452	31165	31632					
	III	28531	30368	31770	32739	34009	35299	36026	36562				
	IV	31867	33659	35299	36939	38217	39494	40792	41534	42154			
	V	36772	38587	40234	41874	43518	44813	46136	47456	48230	48956		
	VI	42221	44060	45702	47342	48989	50633	51965	53316	54675	55485	56314	
	VII	48215	50086	51729	53362	55019	56646	58290	59671	61062	62437	63287	64241

Emergency Supply – \$12 514

SCHEDULE B: Substitute Teacher Salary Scale

September 1, 2010 - August 31, 2011

		1	2	3	4	5	6	7	8	9	10	11	12
Certificate Level	I	23132	24314	25158	26331	26988	27390						
	II	26006	27935	29270	30624	31670	32412	32897					
	III	29672	31583	33041	34049	35369	36711	37467	38024				
	IV	33142	35005	36711	38417	39746	41074	42424	43195	43840			
	V	38243	40130	41843	43549	45259	46606	47981	49354	50159	50914		
	VI	43910	45822	47530	49236	50949	52658	54044	55449	56862	57704	58567	
	VII	50144	52089	53798	55496	57220	58912	60622	62058	63504	64934	65818	66811

Emergency Supply – \$13 015

September 1, 2011 - August 31, 2012

		1	2	3	4	5	6	7	8	9	10	11	12
Certificate Level	I	24057	25287	26164	27384	28068	28486						
	II	27046	29052	30441	31849	32937	33708	34213					
	III	30859	32846	34363	35411	36784	38179	38966	39545				
	IV	34468	36405	38179	39954	41336	42717	44121	44923	45594			
	V	39773	41735	43517	45291	47069	48470	49900	51328	52165	52951		
	VI	45666	47655	49431	51205	52987	54764	56206	57667	59136	60012	60910	
	VII	52150	54173	55950	57716	59509	61268	63047	64540	66044	67531	68451	69483

Emergency Supply – \$13 536

SCHEDULE C: Annual Salary Scale

September 1, 2008 - August 31, 2009

		1	2 1*	3 2	4 3	5 4	6 5	7 6	8 7	9 8	10 9	11 10
Certificate Level	I	N/A	27445	28630	29813	30994						
	II	N/A	31712	33471	35233	36991	38750					
	III	N/A	35690	37451	39209	40969	42729	44486				
	IV	N/A	39917	41904	43893	45887	47879	49871	51863			
	V	N/A	45487	47498	49508	51520	53531	55540	57551	59563		
	VI	N/A	51881	54021	56159	58297	60437	62575	64713	66851	68989	
	VII	N/A	58670	60825	62978	65129	67281	69435	71586	73739	75892	78046

Emergency Supply – \$14 110

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

September 1, 2009 - August 31, 2010

		1	2 1*	3 2	4 3	5 4	6 5	7 6	8 7	9 8	10 9	11 10
Certificate Level	I	N/A	28543	29775	31006	32234						
	II	N/A	32980	34810	36642	38471	40300					
	III	N/A	37118	38949	40777	42608	44438	46265				
	IV	N/A	41514	43580	45649	47722	49794	51866	53938			
	V	N/A	47306	49398	51488	53581	55672	57762	59853	61946		
	VI	N/A	53956	56182	58405	60629	62854	65078	67302	69525	71749	
	VII	N/A	61017	63258	65497	67734	69972	72212	74449	76689	78928	81168

Emergency Supply – \$14 674

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

SCHEDULE C: Annual Salary Scale

September 1, 2010 - August 31, 2011

		1	2	3	4	5	6	7	8	9	10	11
			1*	2	3	4	5	6	7	8	9	10
Certificate Level	I	N/A	29685	30966	32246	33523						
	II	N/A	34299	36202	38108	40010	41912					
	III	N/A	38603	40507	42408	44312	46216	48116				
	IV	N/A	43175	45323	47475	49631	51786	53941	56095			
	V	N/A	49198	51374	53548	55724	57899	60072	62247	64424		
	VI	N/A	56114	58429	60741	63054	65368	67681	69994	72306	74619	
	VII	N/A	63458	65788	68117	70443	72771	75100	77427	79757	82085	84415

Emergency Supply – \$15 261

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

September 1, 2011 - August 31, 2012

		1	2	3	4	5	6	7	8	9	10	11
			1*	2	3	4	5	6	7	8	9	10
Certificate Level	I	N/A	30872	32205	33536	34864						
	II	N/A	35671	37650	39632	41610	43588					
	III	N/A	40147	42127	44104	46084	48065	50041				
	IV	N/A	44902	47136	49374	51616	53857	56099	58339			
	V	N/A	51166	53429	55690	57953	60215	62475	64737	67001		
	VI	N/A	58359	60766	63171	65576	67983	70388	72794	75198	77604	
	VII	N/A	65996	68420	70842	73261	75682	78104	80524	82947	85368	87792

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 C Allowances per Annum

	September 1, 2008 to August 31, 2009	September 1, 2009 to August 31, 2010	September 1, 2010 to August 31, 2011	September 1, 2011 to August 31, 2012
Principal: Basic Allowances	3494.13	3633.90	3779.26	3930.43
Per Classroom:				
First 15	686.53	713.99	742.55	772.25
Thereafter	629.35	654.52	680.70	707.93
Vice Principals to receive an allowance equal to one-half that paid to the principal in eligible schools.				
Program Specialists:				
for each room up to 12	601.73	625.80	650.83	676.86
each of the next 12 rooms	300.90	312.94	325.46	338.48
each of the next 12 rooms	150.39	156.41	162.67	169.18
Educational Psychologists:				
for each room up to 12	372.14	387.03	402.51	418.61
each of the next 12 rooms	186.11	193.55	201.29	209.34
each of the next 12 rooms	92.99	96.71	100.58	104.60
Guidance Counselors:				
for each room up to 12	372.14	387.03	402.51	418.61
each of the next 12 rooms	186.11	193.55	201.29	209.34
each of the next 12 rooms	92.99	96.71	100.58	104.60
Sole Charge:				
Number of Grades				
1 to 3	2512.92	2613.44	2717.98	2826.70
4 to 6	2932.76	3050.07	3172.07	3298.95
7 or more	3493.62	3633.36	3778.69	3929.84
Specialist Teachers	3721.56	3870.42	4025.24	4186.25
Department Heads	3101.20	3225.25	3354.26	3488.43

SCHEDULE D

MEMORANDUM OF UNDERSTANDING RE PENSIONS

Government Payments

1. Government will pay \$1.953 billion into the Teachers' Pension Fund, with \$1.5 billion being paid by March 1, 2006, and the remaining \$453 million on or before April 1, 2006.
2. It is agreed that the payment contained in Clause 1 above is full settlement of special payments referenced in Clause 1 and Clause 2 of Schedule D of the 2001-2004 Collective Agreement.
3. The payment contained in 1 above satisfies the requirements of Section 8.1 of the Teachers' Pensions Act, SNL1991, Chapter 17.

Contribution Increases

4. Contribution rates for all teachers shall be increased by 0.5% effective September 1, 1998, with a Government match.

Benefit Modifications - Base Plan

5. (a) All benefits in respect of pensionable service accrued under the TPP shall be integrated with the CPP using an offset factor of 0.6%.
(b) When a teacher elects to receive CPP benefits before age 65, the amount of the reduction as calculated under (a) and (b) shall be reduced by 0.5% for each month that the effective date is less than age 65.
6. The rounding provision contained within the TPP shall be modified for eligibility purposes and eliminated for benefit calculation purposes. Implementation will be as follows:
Effective from September 1, 1998, teachers can retire during the school year and receive an immediate pension, only if they have accumulated the required number of complete years of pensionable service necessary for eligibility. However, at the end of a school year, teachers who require five-tenths or less of a year of pensionable service in order to qualify for a pension shall be permitted to retire but will have their benefits calculated based on the exact number of years and tenths of years of pensionable service accumulated to the date of retirement.
7. Purchase of service provisions contained in the Teachers' Pension Act will be amended as follows:
 - (a) Section 12 Purchase of Refunded Service (PSPP, USPP, MUNPP, MHAPP)
 - (i) Teachers will have a period of six (6) months effective from September 1, 1998 to purchase eligible service under Section 12 under the existing formula.
 - (ii) After the expiry of the six-month period, all purchases of refunded service will be at the greater of full actuarial cost and contributions determined based on the salary and the contribution rate in effect at the date of election to purchase.
 - (a) Section 13 – Purchase and Recognition as Worked Service Periods of Approved Leave Without Pay
 - (i) Teachers who have existing periods of maternity leave and unpaid sick leave will have six (6) months from September 1, 1998 to elect a purchase of such service, at a cost based on the existing formula, matched by the current employer. After the six-month period, the purchase cost will be the full actuarial cost or the amount calculated as employee contributions based on the salary and contribution rate in effect at the date of election to purchase, whichever is greater.
 - (ii) Teachers who have existing periods of approved leave without pay, including education leave, shall have six (6) months from September 1, 1998 to elect to purchase such service. The cost to purchase such service shall be determined on the basis of the contribution rate and member salary at the date of election to purchase. Such contribution will be matched by the Employer. After the six-month period, the purchase cost will be the full actuarial cost or the amount calculated as employee contributions based on the salary and contribution rate in effect at the date of election to purchase, whichever is greater.

SCHEDULE D cont'd...

- (iii) Teachers who have existing periods of approved unpaid university study leave previously purchased as pensionable service under the former teacher's training service purchase arrangement, shall have six (6) months from September 1, 1998 to convert such pensionable service to worked service at favourable rates. The favourable rate cost shall be determined based on the salary and the contribution rate in effect at the date of election to convert. Such cost shall be reduced by the amount, with interest, previously paid to purchase the service.

After the six-month period such service can still be purchased but the cost will be the full actuarial cost or the amount calculated as employee contributions based on the salary and contribution rate in effect at the date of election to purchase, whichever is greater. For purposes of this Section, unpaid university study leave does not include university years prior to becoming employed as a teacher.

- (iv) Where a teacher who joins the TPP after September 1, 1998 has periods of prior approved leave which would otherwise have qualified under this Section, the cost to purchase shall be the full actuarial cost or the amount calculated as employee contributions based on the salary and contribution rate in effect at the date of election to purchase, whichever is greater.
 - (v) If, within six (6) months of returning from a period of authorized unpaid leave, a teacher elects to purchase that leave, the cost will be the required employee contributions based on the salary at the start of the period of leave. This amount shall be matched by the Employer. After six (6) months, the cost shall be the full actuarial cost or the amount calculated as employee contributions based on the salary and contribution rate in effect at the date of election to purchase, whichever is greater.
- (c) Sections 14 and 16 – Purchase of Other Service and Reciprocity
 - (i) Service accumulated in other jurisdictions can only be credited to the Plan by way of Reciprocal Transfer Arrangements in accordance with Revenue Canada registration provisions.
 - (d) Sections 11 and 15 – Purchase of Service and Payment Arrangements
 - (i) A teacher who did not contribute to the Substitute Teachers' Pension Plan, may elect to purchase substitute teaching time. The period over which the cost may be paid is twice the period being purchased, or the period from the date of election to purchase and the date of retirement, whichever period is shorter.

Teachers' Ancillary Pension Plan

- 8. The provisions of the TPP and the early retirement provisions currently contained in the Teachers' Ancillary Pension Plan (TAPP) will be combined.

Indexing

- 9. Introduction of a formal indexing program for only those plan members whose benefits have been integrated with the CPP as follows:
 - (a) The indexing formula shall be sixty percent (60%) of the annual change in the national Consumer Price Index as published by Statistics Canada for the calendar year immediately preceding the anniversary date, to a maximum annual increase of 1.2%.
 - (b)
 - (i) Such increase to be applied to the pensions of all pensioners and survivors whose benefits are integrated with CPP and who have attained age 65, from September 1, 2002; and
 - (ii) For those pensioners and survivors whose benefits are integrated with CPP and are not age 65, from the next anniversary date after the date they reach age 65.
 - (c) The cost of such indexing provision shall be 1.7% of salary and allowances, to be shared equally by the parties, commencing September 1, 2002.

SCHEDULE D cont'd...

- (d) The additional contributions required to fund the indexing benefit shall be deposited to a separate account (Indexing Account). Any increase in pensions pursuant to the indexing formula shall be payable only to the extent that funds are available in the Indexing Account. Benefits payable from the Indexing Account under the indexing provision shall not be subject to the deficiency guarantee provisions under the Pensions Funding Act.
- (e) The anniversary date shall be September 1, 2002, and every September 1 thereafter.

Unfunded Liabilities

- 10. Government and teachers acknowledge that there remains an unfunded liability in the Pension Plan after implementation of these measures. Government agrees to accept full responsibility for the unfunded liability of the TPP incurred up to 31 August 1990, including all carrying costs related to that liability. All new unfunded liabilities incurred after that date, including that related to the early retirement provision under TAPP, shall be shared equally between Government and teachers.

Other Issues

- 11. The NLTA will have a representative on the Pension Investment Committee of the Pooled Pension Fund.

SCHEDULE E

MEMORANDUM OF UNDERSTANDING RE CLASS SIZE AND WORKLOAD

- 1. It is agreed that during the term of this Agreement the Employer will not alter conditions as they currently exist for teachers with respect to:
 - (a) the length of the instructional day for students;
 - (b) the hours of classroom instruction for teachers;
 - (c) the length of the workday for teachers;provided, however, that nothing in this Agreement shall be construed to violate Section 28 of the Schools Act, 1997.

SCHEDULE F

MEMORANDUM OF UNDERSTANDING RE EMPLOYEE ASSISTANCE PROGRAM

The parties agree that available sick leave can be utilized by teachers enrolled in the Employee Assistance Program for involvement in counselling for any of the reasons which the teacher became enrolled in the program.

The details of the hiring of the Employee Assistance Program Coordinator will be the responsibility of the EAP Coordinating Committee established between the parties. The office location for the Coordinator will be that of the NLTA. The administrative costs referenced in Clause 55.02 will include travel expenses related to the program, telephone, postage, and office supplies.

SCHEDULE G

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 _____

Date Teacher

Witness

SCHEDULE H

MEMORANDUM OF UNDERSTANDING RE SCHOOLS ACT

It is not Government's intent to revise the Schools Act during the term of this Agreement in a manner which would modify or negate any terms or conditions of this Collective Agreement. In the event that legislative changes to the Schools Act do modify or negate any terms or conditions of this Collective Agreement, the NLTA shall have the right to re-open negotiations with respect to such terms and conditions and shall have full access to the dispute resolution mechanisms provided in the Newfoundland Teacher (Collective Bargaining) Act.

SCHEDULE I

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

The parties to the Collective Agreement agree as follows:

- ★1. "Allowance" means the allowances payable guidance counsellors and educational psychologists set out in Schedule C of the Collective Agreement.
2. Effective September 1, 1987, guidance counsellors shall be paid allowances in proportion to the percentage of assigned time spent on 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 guidance counselling activities shall include both individual and group counselling activities, but shall not include scheduled teaching of credit courses, including guidance counselling courses which are credited for grade placement.
- ★4. Effective September 1, 2008 educational psychologists shall be paid allowances in proportion to the percentage of time spent on assigned duties related to educational psychology in accordance with the following table:

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

SCHEDULE J

LABRADOR BENEFITS AGREEMENT

ARTICLE 1: SCOPE

- 1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public & Private Employees, the Newfoundland and Labrador Nurses' Union, the Newfoundland and Labrador Teachers' Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

ARTICLE 2: DURATION

- 2.1 This agreement shall be effective from April 1, 2005 and shall remain in full force and effect until March 31, 2009. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

ARTICLE 3: LABRADOR ALLOWANCE

- 3.1 Labrador Allowance for employees covered by this agreement shall be paid as follows in accordance with Schedule "A".

Community Grouping	Date	Single	Dependent
Group 1	April 1, 2007	\$ 2,475	\$ 4,950
Group 2	April 1, 2007	\$ 2,875	\$ 5,725
Group 3	April 1, 2007	\$ 3,000	\$ 5,975

In the case of spouses who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

ARTICLE 4: TRAVEL ALLOWANCE

- 4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s). The Travel Allowance shall be paid in accordance with Schedule "A".

Community Grouping	Date	Amount For Employee's Dependent(s)	Amount For Employee
Group 1	April 1, 2007	\$ 500	\$ 700
	April 1, 2008	\$ 550	\$ 750
Group 2	April 1, 2007	\$ 550	\$ 750
	April 1, 2008	\$ 600	\$ 800
Group 3	April 1, 2007	\$ 600	\$ 800
	April 1, 2008	\$ 650	\$ 850

- 4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period ending March 31st, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

SCHEDULE J cont'd...

- (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (i) Maternity Leave/Parental Leave/Adoption Leave
 - (ii) Injury-on-Duty/Worker's Compensation Leave
 - (iii) Paid Leaves
 - (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
- (b) The provisions of 4.3(a) will not apply when the employee would otherwise have been laid off.
- (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of spouses who are both employed by Provincial Government Department or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. Eg. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

ARTICLE 5: LEAVE

- 5.1 Permanent employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring in Labrador. This article shall also apply where there have been interruptions to a transportation service occurring at the last departure point directly to Labrador.

ARTICLE 6: PROTECTIVE CLOTHING

- 6.1 Protective clothing will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

ARTICLE 7: RELOCATION EXPENSES

- 7.1 Relocation expenses will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

ARTICLE 8: EXISTING GREATER BENEFITS

- 8.1 No provision of this agreement shall have the effect of reducing any benefit for any employee which exists in each applicable employee group collective agreement outlined in Article 1.

ARTICLE 9: DEFINITIONS

- 9.1 "Dependent"- for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.

SCHEDULE J cont'd...

9.2 "Spouse" - for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

Schedule "A"
Group 1
Happy Valley / Goose Bay
North West River
Sheshatshiu
Wabush
Labrador City
Churchill Falls
Group 2
Red Bay
L' Anse au Loup
L' Anse au Clair
Forteau
Pinware
West St. Modeste
Mud Lake
Cartwright
Mary's Harbour
Port Hope Simpson
St. Lewis
Charlottetown
Lodge Bay
Paradise River
Group 3
Rigolet
William's Harbour
Norman's Bay
Black Tickle
Pinsent's Arm
Makkovik
Postville
Hopedale
Davis Inlet / Natuashish
Nain

This is not the official version.

SCHEDULE J cont'd...

Memorandum of Understanding

Re: Labrador Benefits Agreement - Interpretation

April 1, 2005

Mr. Ed Hancock
Executive Director
Newfoundland and Labrador
Teachers' Association
3 Kenmount Road
St. John's, NL
A1B 1W1

Dear Mr. Hancock;

This letter is to confirm that for teachers in Labrador, the payment of the travel allowance provided under Article 4 - Travel Allowance, of the Joint Agreement on Labrador Benefits shall be calculated for the school year, September to June, but shall be paid in accordance with the provisions of Article 4 of the Joint Agreement.

Yours truly,

GEOFF WILLIAMS
Director
Collective Bargaining Division

SCHEDULE K

MEMORANDUM OF UNDERSTANDING RE INJURY ON DUTY

The following are the Articles referenced in Clause 16:01:

- 16.01 Subject to Clauses 16.02 and 16.03, a teacher who is unable to perform duties because of personal injury received in the performance of those duties shall be placed on special leave with normal net pay.
- 16.02 Such leave shall not be granted where it has been determined by the Minister that the injury received was due to the teacher's serious and wilful misconduct.
- 16.03 In the event that a teacher becomes:
- (i) permanently disabled; or
 - (ii) incurs a recurring disability as a result of an injury received in the line of duty which is determined not to have been caused by the teacher's serious or wilful misconduct, the case shall be submitted to the Minister for determination of the benefits which may be due the teacher. In any case the benefits shall not be less than those due had the teacher been covered under Workers' Compensation.
- 16.04 In the event that a teacher dies as a result of an injury received in the performance of duty, the estate shall receive all death benefits that the teacher would receive if that teacher had been covered by Workers' Compensation, in addition to any eligible benefits under the NLTA Pensions Act.
- 16.05 Subject to Clause 16.03, Injury on Duty leave with normal net income will cease when the teacher returns to full-time employment as a teacher.

SCHEDULE L

MEMORANDUM OF UNDERSTANDING RE TEACHER CERTIFICATION

No person covered by the provisions of this Collective Agreement shall have their current salary reduced as a result of any modifications which might occur to the Teacher Certification Regulations.

SCHEDULE M

GOVERNMENT OF NEWFOUNDLAND & LABRADOR

NEWFOUNDLAND AND LABRADOR TEACHERS' ASSOCIATION

ANNUAL PREMIUM RATE SETTING PROCESS

Each year, both Government and NLTA will use this Premium Rate Setting Process to determine the required premium rates under their Group Insurance programs. For the Government program, this process will be used to calculate the contribution rate to the NLTA program, subject to clause 8 below. For the NLTA program, this process will be used to compare against the Government premium rate for determining Government's contribution, subject to clause 8 below. In both cases the rates are exclusive of all surplus, deficit or other cash adjustments.

The Basis of this Premium Rate Setting Process follows:

1. The Accidental Death and Dismemberment rate is determined by the insurers and the rate is negotiated with the Insurer and accepted by each plan sponsor.
2. The Basic and Dependent Life rates will be the rates determined by the rate setting mechanism for each of the NLTA and Government plans as outlined below:

5 Year Experience Rating			
1	Projected Annual Premium	\$	
2	Adjusted Premium (5 years)	\$	
3	Paid Claims (5 Years)	\$	
4	Demographic Factor	%	
5	Total Projected Claims	(3 X 4)	
6	Claim Ratio	5 / 2	
7	Projected Annual Claims	1 X 6	
8	Retention Charges	\$	
9	Required Premium	7 + 8	
10	Projected Premium	1	
11	Required Rate Action	9 / 1	

Note: For purposes of this calculation, under the Government plan, paid claims are reduced by any post age 65 life claims.

SCHEDULE M cont'd...

- 3 The health premium rates will be determined by the rate setting mechanism for each of the NLTA and Government plans as outlined below.

Health Premium Rate Setting Formula			
1	Projected Annual Premium	\$	
2	Paid Claims from Previous Period	\$	
3	Claims Adjustments	\$	
4	IBNR Adjustment	\$	
5	Total Paid Claims	(2+3+4)	
6	Trend/Inflationary Factor	%	
7	Amendment Factor	\$	
8	Total Projected Paid Claims	(5+7)X6	
9	Retention Charges	\$	
10	Total Projected Claims & Retention	(8+9)	
11	Projected Loss Ratio	10 / 1	
12	Rate Action Required	11 - 100	

Process

- 4 Upon receipt of the renewal information from the insurer, confirmation of the financial information, review of all claims and trend information, Government and the NLTA will submit the foregoing information to an agreed upon group insurance consultant for the purpose of producing a premium rate adjustment schedule as noted in numbers 2 and 3 above.
5. The group insurance consultant will:
- Request and liaise with the plan sponsors and the insurers to ensure the necessary information is received in a timely fashion.
 - Review and confirm the reasonableness of any assumptions made.
 - Review and confirm that the information contained in the information pertaining to each plan is correct and reasonable.
 - Prepare a brief summary to each of the parties outlining the premium rates calculated using this premium rate setting process, including a summary of all calculations, indications that all documents have been reviewed and confirmation that the premium rates have been calculated using the agreed upon process.
 - Meet with both plan sponsors, if necessary, to address any issue that may arise.
6. Each party shall be responsible for expenses associated with the provision of its plan renewal information from the insurer, confirmation of the financial information, review of all claims and trend information, to the group insurance consultant. The parties shall pay equally the expenses and remuneration of the group insurance consultant.
7. Once the rate has been determined using the prescribed calculation and using the required supporting documentation, the rates calculated using this method will be used to determine the Government contribution to the NLTA plan.
8. The Government contribution to the NLTA required premium rate will be 50% of the lowest premium rate obtained for each Group Insurance plan option (identified in Items 1, 2, and 3 above) as determined by the calculation contained in Item 4. For example where the Government required premium rate for Basic Health is greater than the NLTA required premium rate for Basic Health, Government will contribute 50% of the

SCHEDULE M cont'd...

NLTA required premium rate. Conversely, where the Government required premium rate is less than the NLTA required premium rate, Government will contribute 50% of the Government required premium rate. Under no circumstances will the Government contribution to the NLTA exceed 50% of the NLTA rate calculated under this schedule.

9. Inflation/Trend factors will be negotiated and agreed to with each Insurer independently by Government and NLTA. As both plans are insured, the Insurer(s) will have a vested interest in ensuring that the appropriate/ reasonable factor is used.
10. After these premium rates have been calculated, both Government and NLTA have the option of using any surplus funds they have available to offset the respective rates in their own plans.
11. The components of the premium rate setting mechanism are as follows:
 - Projected Annual Premium – Projection of premium derived solely from the monthly premium rates and number of employees covered under the program. The rates and volumes are those in force in the most recent month available for the premium rate setting.
 - Paid Claims – Total Cash Claims paid through the period.
 - IBNR Adjustment – Any adjustment to the Incurred But Not Reported Reserve.
 - Inflation/Trend Factor – The negotiated inflation/trend factor agreed to by the insurer and the plan sponsor.
 - Amendment Factor – Estimated claims adjustment due to a benefit level change.
 - Claim Adjustments – Credits or charges for items such as non-recurring claims.
 - Retention Charges – Projected Charges outlined in the underwriting agreement between the insurer and Government including General administration, claims administration and processing, Risk Charges, Premium Tax, out of scope expenses (i.e.: mail outs, Amendments), Consulting fees and Pooling Charges.
 - Projected annual premium is reduced by any third party administration fees, however these fees are added to the total rate to determine the final contribution rate.
 - Paid claims exclude all new ex gratia claims.
 - The demographic factor refers to the insurers adjustment for the change in the composition of the insured group, in terms of age, sex, etc.

SCHEDULE N

MEMORANDUM OF UNDERSTANDING RE RETROACTIVITY

1. It is understood and agreed by the parties that the following Clauses are effective as of the date of signing:
 - 3.02
 - 4.01
 - 5.01
 - 6.04
 - 9.03(c)
 - 10.03(b)
 - 10.04(a)
 - 10.04(b)
 - 14.04
 - 15.02(e)
 - 15.03(c)
 - 15.05(k)
 - 16.02
 - 18.04(b)
 - 37.01(d)
 - 37.01(f)
 - 58.01
 - Letter #7 – Market Adjustment
2. It is further understood and agreed by the Parties that Clause 25.05 and the Memorandum of Agreement respecting Kilometer Rate Adjustment Formula are effective January 1, 2009.
3. It is further understood and agreed by the parties that Clause 11.03(b) and 21.07(h) are effective April 1, 2009.

LETTER #1 - ATTENDANCE AT MEETINGS

Date _____

Mr. Sean Noah
President
Newfoundland and Labrador Teachers' Association
3 Kenmount Road
St. John's, NL
A1B 1W1

Reference: Attendance at Meetings

Dear Mr. Noah:

The Employers agree that when meetings of committees established under this Collective Agreement are arranged through mutual agreement of the parties, that teacher representatives on these committees shall be granted paid leave to attend such meetings, upon the provision of adequate notice and unless the granting of such leave unduly disrupts school operations.

It is further agreed that the leave would include time for travel to and from such meetings.

Yours truly,

Raelene Thomas
Chief Negotiator
School Board Committee

LETTER #2 - INSTRUCTION TIME

Date _____

Mr. Sean Noah
President
Newfoundland and Labrador Teachers' Association
3 Kenmount Road
St. John's, NL
A1B 1W1

Dear Mr. Noah:

Under Section 28 of the Schools Act, 1997, it is understood by my department that instruction time includes all scheduled class activities, but does not include recess periods.

Yours truly,

Rick Hayward C.A.
Deputy Minister (A)
Department of Education

LETTER #3 - PENSIONABLE SERVICE DURING A LEGAL WORK STOPPAGE

Date _____

Mr. Sean Noah
President
Newfoundland and Labrador Teachers' Association
3 Kenmount Road
St. John's, NL
A1B 1W1

Reference: Pensions

Dear Mr. Noah:

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 _____, 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,

Raelene Thomas
Chief Negotiator
School Board Committee

This is not the official version.

LETTER #4 - EMERGENCY SUPPLY

Date _____

Mr. Edward Hancock
Executive Director
Newfoundland and Labrador Teachers' Association
3 Kenmount Road
St. John's, NL
A1B 1W1

Dear Mr. Hancock:

I wish to confirm to you the procedure which the Department will follow in the granting of permission for School Boards to use uncertified teachers by way of emergency supply when fully qualified teachers are not available. These are as follows:

- (1) When general approval is sought and given for Boards to use emergency supply teachers as substitutes, our letter of approval to the Boards will contain clear instructions as to the manner in which the authority may be actioned. Specifically, we will make sure that Boards clearly understand that they must in each hiring situation ensure that a certified teacher capable of fulfilling the job function is not available for employment before they enter into a contractual arrangement with an emergency supply teacher.
- (2) The Department will forward copies of requests for emergency supply teachers to the Newfoundland Teachers' Association.

Yours truly,

Rick Hayward C.A.
Deputy Minister (A)
Department of Education

This is not the official version.

LETTER #5 - INTERPRETATION OF ARTICLES 9 AND 13

MEMORANDUM

TO: ALL BOARD CHAIRPERSONS
RE: INTERPRETATION OF ARTICLES 9 AND 13 OF THE NLTA COLLECTIVE AGREEMENT
FROM: THOMAS KENDELL, PRESIDENT, NLSBA
DATE: _____

It has come to my attention that there may be some confusion regarding the interpretation placed on the above referred Articles. In situations where redundancies occur, it is my interpretation that Article 9 – Layoffs, should be used to effect any reassignments. Article 13 – Transfer of Teachers, should be utilized in other situations where transfers are required.

Yours truly,

Thomas Kendell
President, NLSBA

cc: District Directors

LETTER #6 - LENGTH OF PRIMARY DAY

Date _____

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

Dear Mr. Kendell:

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

All School Boards agree that, effective September 1, 2002, the length of the instructional day for all students in Grades 1 - 3 in all schools in the province shall be established at a maximum of five (5) hours calculated in accordance with Letter #2 - Instruction Time (p. 57) of this Agreement; that is, all scheduled class activities, excluding recess periods, shall be included in the calculation.

Sincerely yours

Edward Hancock
Executive Director
Newfoundland and Labrador Teachers' Association

LETTER #7 - LETTER OF UNDERSTANDING RE: MARKET ADJUSTMENT

Date _____

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

Dear Mr. Ash:

This will confirm our understanding reached during negotiations whereby if the Employer determines that it is unable to recruit/retain teachers in specific positions at a particular geographic site, the Employer may provide benefits to teachers beyond those outlined in the Collective Agreement.

Yours truly,

Raelene Thomas
Chief Negotiator
School Board Committee

This is not the official version.