Opening Proposals

Provincial Contract Negotiations

November 2026

Between

The Newfoundland and Labrador Teachers' Association

Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador

His Majesty the King in Right of Newfoundland and Labrador

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

Summary of Opened Articles

(✖ opening proposals included in package)
(✔ party reserves the right to introduce proposals later in negotiations/wishes to discuss)

	Article	Opened by NLTA	Opened by Employer
	Housekeeping	✖	✖
	Additional Proposals Generally	✔	✔
1	Application of Agreement		✖
2	Recognition	✖	✖
4	Representation on Committees of the Department of Education		✖
5	School Board-Teacher Liaison Committee	✖	✖
6	Employment of Teachers	✖	
7	Probationary Period and Tenure	✖	✖
8	Notification of Vacancies and Promotion	✖	
9	Layoffs	✖	✖
10	Disciplinary Action	✖	✖
12	Termination of Contracts	✖	✖
14	Evaluation	✖	✖
15	Sick Leave	✖	
17	Maternity/Adoption/Parental Leave	✖	
18	Leaves in General	✖	✖
20	Educational Leave		✖
21	Salaries	✖	
24	Isolation Allowances	✖ ✔	
26	Group Insurance	✖ ✔	
28	Length of the School Year	✖	✖
29	Workload	✖	✖
30	Class Size	✖	
31	Grievance Procedure	✖	✖
32	Arbitration		✖
33	Severance Pay		✖
34	Loss or Damage to Teachers' Personal Property or Equipment		✖
36	Positions of Administrative Responsibility	✖	
37	Term Contracts	✖	✖
42	Definitions	✖	✖
43	Duration of Agreement	✔	✖ ✔
46	Teacher Exchange and Secondment		✖
47	Administration of Medication and Health Support Procedures	✖	
50	Allowances	✖	
51	Deferred Salary Leave Plan	✖	✖
59	**Violence and Abuse**	✖	

Schedules

A	School Boards Party to this Agreement	✖	✖
B	Substitute Teacher Salary Scales	✖ ✔	✔
C	Annual Salary Scales and Allowances Per Annum	✖ ✔	✔
I	Labrador Benefits Agreement	✖	✖
L	Government of Newfoundland & Labrador Newfoundland and Labrador Teachers' Association Annual Premium Rate Setting Process	✔	
M	Memorandum of Understanding re Retroactivity	✔	
N	Memorandum of Understanding re Teaching and Learning Assistants	✖	✖
	Memorandum of Understanding Re Hiring and Seniority Transfer	✔	

Letters

Association: Letters to be renewed and/or amended:

Letter #1, Letter #2, Letter #3, Letter #4, Letter #5, Letter #6, Letter #7, Letter #8, Letter #9, Letter #10, Letter #11, Letter #15

Association: Reserve the right to propose renewal:

Letter #13

Employer: Letters to be reviewed:

Letter #1, Letter #2, Letter #3, Letter #4, Letter #5, Letter #6, Letter #7, Letter #8, Letter #9, Letter #10, Letter #11, Letter #12, Letter #13, Letter #14, Letter #15, Letter #16

New Letter #17 - Cost Sharing for French Translation	✖

Opening Proposals

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

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

GENERAL COMMENTS

The Association reserves the right to table additional proposals at a later date.

GENERAL

1) Employer reserves the right to table further proposals
2) Employer requests an interest-based discussion on Clause 31.08 (Grievance Procedure)
3) Remove references to “School Board(s)” throughout collective agreement and replace with “Employer(s)”, where applicable.

ARTICLE 1: APPLICATION OF AGREEMENT

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

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

ARTICLE 2: RECOGNITION

2.01 The ~~Government, the Newfoundland and Labrador School Boards Association and the School Boards~~ **Employers** recognize the Association as the exclusive bargaining agent for all teachers, as defined in paragraph **(z)** ~~(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~~.

2.01 The ~~Government, the Newfoundland and Labrador School Boards Association and the~~ **Employers** ~~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**n Employer listed in Schedule A.** ~~School Board in Newfoundland and/or who are employed by the Department of Education and/or the Department of Justice.~~

ARTICLE 4: REPRESENTATION ON DEPARTMENTAL COMMITTEES ~~OF THE DEPARTMENT OF EDUCATION~~

4.01 The Association shall be granted representation on all standing advisory **Departmental** 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~~ EMPLOYER-TEACHER LIAISON COMMITTEE

5.01 Unless otherwise mutually agreed by the parties concerned, ~~School Board~~ **Employer**-Teacher Liaison Committees shall be appointed as follows:

5.01 Unless otherwise mutually agreed by the parties concerned, ~~School Board~~ **Employer**-Teacher Liaison Committees shall be appointed as follows:

(a) For the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador, this Committee shall be composed of four (4) representatives appointed by the Conseil scolaire, at least three (3) of whom shall be **Conseil scolaire** ~~school board~~ members, and one (1) of whom shall be the ~~Director of Education~~ **Direction Générale de l'Éducation**, or designate, and up to five (5) representatives appointed by the Association, four (4) of whom are employed by ~~the School Board~~ **Conseil scolaire** and one (1) of whom is a member of the provincial staff of the Association.

(a) For the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador, this Committee shall be composed of ~~four (4)~~ **three (3)** representatives appointed by the Conseil scolaire **francophone provincial de Terre-Neuve-et-Labrador;** ~~, 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 five (5) representatives appointed by the Association, four (4) of whom are employed by the ~~School Board~~ **Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador** and one (1) of whom is a member of the provincial staff of the Association.

(b) For **Government** ~~the Newfoundland and Labrador English School District~~, there shall be one (1) Committee composed of six (6) representatives appointed by **Government** ~~the District~~: ~~the Superintendent of Schools~~ **Assistant Deputy Minister, Education Operations Branch**, ~~the Associate Director of Education~~ **Senior Director of Human Resources**, ~~the Assistant Directors of Education for Human Resources and Finance~~ **Comptroller/Director of Financial Services, the Senior Management Official – School Systems- Provincial,** ~~the Chair of the NLESD Board of Trustees,~~ and one other member **designated by Government** ~~of the executive committee of the NLESD Board of Trustees [titles]~~; and up to eight (8) representatives appointed by the Association: five (5) NLTA members employed by ~~the School Board~~ **Government**, the NLTA President or designate, and two (2) members of the provincial staff of the Association.

(b) For ~~the Newfoundland and Labrador English School District~~ **Department of Education and Early Childhood Development (NLSchools)**, there shall be one (1) Committee composed of six (6) representatives appointed by the **Employer** ~~District: the Superintendent of Schools, the Associate Director of Education, the Assistant Directors of Education for Human Resources and Finance, the Chair of the NLESD Board of Trustees, and one other member of the executive committee of the NLESD Board of Trustees~~; and up to eight (8) representatives appointed by the Association: five (5) NLTA members employed by ~~the School Board~~ **Department of Education and Early Childhood Development (NLSchools)**, the NLTA President or designate, and two (2) members of the provincial staff of the Association.

5.06 (a) Meetings of this Committee pursuant to Clause 5.01(a) **will be scheduled for a date and time that is mutually agreed to by the parties.** ~~would normally take place outside of school hours.~~

ARTICLE 6: EMPLOYMENT OF TEACHERS

6.03 (a) The basic criteria for the selection of teachers shall be competence, suitability and qualifications as assessed by the **Employer** ~~School Board~~. **In assessing a teacher's competence, suitability and qualifications for a position, the Employer shall only consider factors objectively related to the performance of the position.**

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 **a** continuing contract with **an Employer** ~~any School Board in the Province~~.

6.05 Except where a teacher is awarded at least a teaching certificate II under the Teacher Education Program for Labrador, where competence and suitability of applicants, as assessed by the **Employer** ~~School Board~~, are comparable, preference in hiring shall be given to teachers holding Certificate IV or higher.

6.06 Notwithstanding Clause 6.05 and subject to Clauses 6.02, 6.08, 6.09 and 6.10, the **Employers** ~~School Boards~~ agree that they will not hire any teacher who does not hold a Certificate III or higher.

6.08 ~~A School Board~~ **An Employer** 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.

6.10 ~~A School Board~~ **An Employer that** ~~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 as a substitute, replacement or term contract teacher with the written consent of the Minister of Education.

~~6.11 In filling vacant teaching positions in accordance with Clause 6.03(a), the Board shall:~~

~~(a) make reasonable effort to accommodate requests from teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year. When filling permanent~~

~~positions only, if more than one such teacher makes a request for the same permanent teaching position, all of whom are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).~~

~~(b) subject to Clause 6.11(a), give consideration to applications from teachers who are not/were not eligible to complete probation at the end of the school year or who have served in replacement and/or substitute positions with the Board before applications from teachers with no previous experience with the Board.~~

~~(c) Notwithstanding Clause 6.11(a), in filling term and replacement teaching positions that arise after July 15, the employer shall not be required to give consideration to teachers already employed in probationary or continuing contracts.~~

Deletion of Clause 6.11 is contingent on acceptance of proposed Clause 6.11 below.

6.11 In filling vacant teaching positions in accordance with Clause 6.03(a), the Employer shall:

<u>Permanent Positions</u>

(a) Make reasonable effort to accommodate requests from part time teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year, for positions in their school or schools that would result in betterment of position. If more than one such teacher makes a request for the same teaching position, all of whom are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).

(b) Subject to Clause 6.11(a), make reasonable effort to accommodate requests from teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year. If more than one such teacher makes a request for the same permanent teaching position, all of whom are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).

(c) Subject to Clause 6.11(a) and 6.11(b), consider applications from teachers who are not/were not eligible to complete probation at the end of the school year or who have experience with the Employer before applications from teachers with no previous experience with the Employer. Where more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

<u>Term and Replacement Positions</u>

(d) Make reasonable effort to accommodate requests from part-time teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year, for positions in their school or schools that would result in betterment of position. If more than one such teacher makes a request for the same teaching position, all of whom are assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

(e) Subject to Clause 6.11(d), make reasonable effort to accommodate requests from teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year. If more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

(f) Subject to Clause 6.11(d) and 6.11(e), consider applications from teachers who have experience with the Employer before applications from teachers with no previous experience with the Employer. Where more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

Term and Replacement Positions that arise after July 15, up to the first day of school

(g) Make reasonable effort to accommodate requests from part time teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year, for positions in their school or schools that would result in betterment of position.

If more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

(h) Subject to Clause 6.11(g), consider applications from teachers who have experience with the Employer before applications from teachers with no previous experience with the Employer. Subject to Clause 6.11 (g), in filling term and replacement teaching positions that arise after July 15, the employer shall not be required to consider teachers already employed in probationary or continuing contracts.

Where more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

Hiring of Substitute Teachers

(i) Make reasonable effort to accommodate requests from teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year and full time teachers on leave who are tenured or who are/were eligible to successfully complete probation at the end of the school year.

(j) Subject to Clause 6.11(i), give consideration to applications from teachers who are not/were not eligible to complete probation at the end of the school year or who have served in replacement and/or substitute positions with the Employer before applications from teachers with no previous experience with the Employer.

~~6.12 In filling vacant teaching and learning assistant positions in accordance with Clause 6.03, the Board shall:~~

~~(a) make reasonable effort to accommodate requests from teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year.~~

~~(b) subject to Clause 6.12(a), give consideration to applications from teachers who are not/were not eligible to complete probation at the end of the school year or have served in replacement and/or substitute positions with the Board before applications from teachers with no previous experience with the Board.~~

~~(c) Notwithstanding Clause 6.12(a), in filling term and replacement teaching and learning assistant positions that arise after July 15, the employer shall not be required to give consideration to teachers already employed in a continuing contract.~~

Deletion of Clause 6.12 is contingent on acceptance of proposed Clause 6.12 below.

6.12 In filling vacant teaching and learning assistant positions in accordance with Clause 6.03(a), the Employer shall:

Permanent Positions

(a) Make reasonable effort to accommodate requests from part time teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year, for positions in their school or schools that would result in betterment of position. If more than one such teacher makes a request for the same teaching position, all of whom are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).

(b) Subject to Clause 6.12(a), make reasonable effort to accommodate requests from teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year. If more than one such teacher makes a request for the same permanent teaching position, all of whom are assessed as competent, suitable and qualified, preference shall be given to the teacher with the greatest seniority as defined in Clause 9.01(a).

(c) Subject to Clause 6.12(a) and 6.12(b), consider applications from teachers who are not/ were not eligible to complete probation at the end of the school year or who have experience with the Employer before applications from teachers with no previous experience with the Employer. Where more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

<u>Term and Replacement Positions</u>

(d) Make reasonable effort to accommodate requests from part time teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year, for positions in their school or schools that would result in betterment of position.

If more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

(e) Subject to Clause 6.12(d), make reasonable effort to accommodate requests from teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year. If more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

(f) Subject to Clause 6.11(d) and 6.11(e), consider applications from teachers who have experience with the Employer before applications from teachers with no previous experience with the Employer. Where more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

<u>Term and Replacement Positions that arise after July 15, up to the first day of school</u>

(g) Make reasonable effort to accommodate requests from part time teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year, for positions in their school or schools that would result in betterment of position.

If more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

(h) Subject to Clause 6.12(g), consider applications from teachers who have experience with the Employer before applications from teachers with no previous experience with the Employer. Subject to Clause 6.12 (g), in filling term and replacement teaching positions that arise after July 15, the employer shall not be required to consider teachers already employed in continuing contracts.

Where more than one such teacher is assessed as competent, suitable and qualified, the prioritization of candidates for consideration for posted positions shall be based on their seniority, as defined in Clause 9.01 (a).

<u>Hiring of Substitute Teachers</u>

(i) Make reasonable effort to accommodate requests from teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year and full

time teachers on leave who are tenured or who are/were eligible to successfully complete probation at the end of the school year.

(j) Subject to Clause 6.12(i), consider applications from teachers who have experience with the Employer before applications from teachers with no previous experience with the Employer.

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 **an Employer** ~~a School Board~~ will be hired on a probationary contract until they have completed two (2) years' service with the same **Employer** ~~School Board~~.

7.01 (a) Teachers who have no previous teaching experience in the Province and teachers who have never been tenured with **the Employer or** a **former** School Board, will be hired on a probationary contract until they have completed two (2) years' service with the ~~same~~ **Employer** ~~School Board~~.

(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 **an Employer** ~~a School Board~~ filling a permanent full-time or a permanent part-time position.

(c) For the purpose of this Article, reference to "year of service" means a school year during which a teacher is **employed in the same, or similar,** ~~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~~ **Employer** shall have tenure as a teacher with that **Employer** ~~Board~~.

7.02 A teacher who completes the probationary period and then enters into **a** continuous **contract** ~~employment~~ with the same ~~School Board~~ **Employer** shall have tenure as a teacher with that ~~Board~~ **Employer**.

7.03 A teacher who has completed a probationary period with **an Employer** ~~a School Board~~ and who subsequently is hired by another **Employer** ~~School Board~~ may be required to enter into a probationary period of one (1) year or may have the probationary period waived by the **Employer** ~~Board~~. Unless the ~~School Board~~ **Employer** 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 **Employer** ~~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 **Employer** ~~School Board~~ for a period in excess of four (4) years, may, upon re-employment, be required by the **Employer** ~~School Board~~ to enter into a probationary period of one (1) year or may have the probationary period waived by the Board.

7.04 A teacher who has completed a probationary period and **has acquired tenure** who subsequently leaves the full time employ of the ~~School Board~~ **Employer** for a period in excess of ~~four (4)~~ **two (2)** years **or more**, ~~may,~~ **shall cease to hold tenure with that Employer and shall,** upon re-employment, be required ~~by the Board~~ to enter into a probationary period of ~~one (1)~~ **two (2)** year**s.** ~~or may have the probationary period waived by the Board.~~

7.05 (a) Teaching and learning assistants who have no previous teaching experience in the Province and teaching and learning assistants who have never been tenured with **an Employer** ~~a School Board~~

will be hired on a probationary contract until they have completed two (2) years' service with the same **Employer** ~~School Board~~.

7.05 (a) Teaching and learning assistants who have no previous teaching experience in the Province and teaching and learning assistants who have never been tenured with **the Employer** ~~a School Board~~ will be hired on a probationary contract until they have completed two (2) years' service with the same **Employer** ~~School Board~~.

(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 **an Employer** ~~a School Board~~ filling a permanent full-time or a permanent part-time teaching and learning assistant position.

(c) For the purpose of this Article, reference to "year of service" means a school year during which a teacher is **employed in the same, or similar,** ~~in the employ of a School Board filling a~~ permanent full-time or ~~a~~ permanent part-time teaching and learning assistant position.

7.06 A teaching and learning assistant who completes the probationary period and then enters into continuous employment with the same **Employer** ~~School Board~~ shall have tenure as a teaching and learning assistant with that ~~Board~~ **Employer**.

7.06 A teaching and learning assistant who completes the probationary period and then enters into **a** continuous **contract** ~~employment~~ with the same ~~School Board~~ **Employer** shall have tenure as a teaching and learning assistant with that **Employer** ~~Board~~.

7.07 A teaching and learning assistant who has completed a probationary period with **an Employer** ~~a School Board~~ and who subsequently is hired by another **Employer** ~~School Board~~ may be required to enter into a probationary period of one (1) year or may have the probationary period waived by the **Employer** ~~Board~~. Unless the **Employer** ~~School Board~~ notifies the teaching and learning assistant in writing at the date of hiring that a probationary period of one (1) year is required, the teaching and learning assistant shall be deemed to have tenure with the **Employer** ~~Board~~.

7.07 ~~A teaching and learning assistant 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 teaching and learning assistant in writing at the date of hiring that a probationary period of one (1) year is required, the teaching and learning assistant shall be deemed to have tenure with the Board.~~

7.08 A teaching and learning assistant who has completed a probationary period and who subsequently leaves the full time employ of the **Employer** ~~School Board~~ for a period in excess of four (4) years, may, upon re-employment, be required by the **Employer** ~~Board~~ to enter into a probationary period of one (1) year or may have the probationary period waived by the **Employer** ~~Board~~.

7.08 A teaching and learning assistant who has completed a probationary period and **has acquired tenure** who subsequently leaves the full time employ of the ~~School Board~~ **Employer** for a period in excess of **two (2)** ~~four (4)~~ years, **shall cease to hold tenure with that Employer and shall** ~~may~~, upon re-employment, be required ~~by the Board~~ to enter into a probationary period of ~~one (1)~~ **two (2)** year**s** ~~or may have the probationary period waived by the Board~~.

7.09 ~~A School Board~~ **An Employer** shall not enter into a contract other than a Probationary Contract with a teacher who does not hold a Certificate III or higher.

7.09 ~~A School Board~~ **The Employer** shall not enter into a contract other than a Probationary Contract with a teacher who does not hold a Certificate III or higher.

7.10 The provisions of Clause 7.09 of this Article apply only to teachers who were not employed with any **Employer** ~~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.

7.11 A teacher who leaves the employ of **an Employer** ~~a School Board~~ at the end of a probationary period shall be advised in writing by that **Employer** ~~School Board as to~~ whether ~~or not~~ the probationary period has been satisfactorily completed.

7.11 A teacher who leaves the employ of ~~a School Board~~ **the Employer** at the end of a probationary period shall be ~~advised~~ **notified** 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

8.03 Every effort shall be made to fill positions that have been posted in accordance with this Article not later than ten (10) working days after the posted closing date for the position.

8.04 Positions shall remain posted until they are filled or are no longer required.

ARTICLE 9: LAYOFFS

9.01 (a) ...

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)~~ **means the total length of continuous service as a teacher with the Employer. Seniority shall cease upon resignation from employment with the Employer and shall not be reinstated or credited in the event of subsequent re-employment with the Employer, unless otherwise provided in this Agreement.**

(b) If the length of teaching experience defined in (a) is equal, the teacher to be declared surplus shall be determined by the **Employer** ~~School Board~~.

(b) If the length of teaching experience defined in (a) is equal, the teacher to be Declared **redundant** ~~surplus~~ shall be determined by the **Employer** ~~School Board~~.

(c) Employment as a teacher referred to in (a) means periods of employment with all **Employers bound by this Collective Agreement,** ~~School Boards in the Province, schools operated by the Department of Education,~~ schools in Churchill Falls and schools in Conne River.

(c) **As of the date of signing of this agreement, ~~E~~employment** as a teacher referred to in (a) means periods of employment with **Employers listed in Schedule A.** ~~all School Boards in the Province, schools operated by the Department of Education, schools in Churchill Falls and schools in Conne River.~~

9.02 Where it is determined by the **Employer** ~~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:

(a) Tenured teachers;
(b) Teachers on a one-year probationary contract;
(c) Teachers on a two-year probationary contract; and
(d) Teachers on probationary contracts in accordance with Clause 7.09.

9.02 Where it is determined by the ~~School Board~~ **Employer** that ~~a~~ teaching position**s** within a school ~~has become~~ **are** redundant, ~~the senior~~ teachers **who are already employed with** ~~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:

(a) tenured teachers;
(b) teachers on a one-year probationary contract;
(c) teachers on a two-year probationary contract; and
(d) teachers on probationary contracts in accordance with Clause 7.09.

9.03 Where it is determined by the **Employer** ~~School Board~~ that a teaching and learning assistant position within a school has become redundant, the senior teaching and learning assistants of that school shall be reassigned to the remaining teaching and learning assistant positions within the school which they are capable of fulfilling. Subject to the requirement of capability, the teaching and learning assistants to be retained at the school shall be given priority, based on seniority in the following sequence:

(a) Tenured teaching and learning assistants;
(b) Teaching and learning assistants on a one-year probationary contract;
(c) Teaching and learning assistants on two-year probationary contract.

9.03 Where it is determined by the ~~School Board~~ **Employer** that ~~a~~ teaching and learning assistant position**s** within a school ~~has become~~ **are** redundant, ~~the senior~~ teaching and learning assistants **who are already employed with** ~~of~~ that school shall be reassigned to the remaining teaching and learning assistant positions within the school which they are capable of fulfilling. Subject to the requirement of capability, the teaching and learning assistants to be retained at the school shall be given priority, based on seniority in the following sequence:

(a) tenured teaching and learning assistants;
(b) teaching and learning assistants on a one-year probationary contract;
(c) teaching and learning assistants on two-year probationary contract.

9.06 With respect to Clauses 9.02, 9.03, 9.04 and 9.05, in determining capability to fulfill the requirements of the job function, the **Employer** ~~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.

9.09 (c) A teacher who has been reassigned and notified in writing in accordance with this Article shall, by no later than 12:00 noon on the fifth (5th) working day following notification, notify the **Employer** ~~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.

9.11 **An Employer** ~~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.

9.12 (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 **Employer** ~~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.

(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 **Employer** ~~School Board~~ shall not have the period of recall under Clause 9.12(a) terminated until three (3) years following the completion of the term and/or replacement contract(s).

9.13 (a) If a vacancy comparable to the position a teaching and learning assistant held should occur in the subsequent three (3) school years, it shall be offered to any teaching and learning assistant who has been laid off as a result of redundancy and is still unemployed as a teaching and learning assistant, or is still employed in less than a full-time position. It is the responsibility of

the teaching and learning assistants to inform the appropriate **Employer** ~~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.

(d) A teaching and learning assistant 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 **Employer** ~~School Board~~ shall not have the period of recall under Clause 9.13(a) terminated until three (3) years following the completion of the term and/or replacement contract(s).

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

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

ARTICLE 10: DISCIPLINARY ACTION

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

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

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

10.06 **(a)** Teachers under investigation or charged will not automatically lose pay or benefits while under a period of **leave** ~~suspension~~ prior to the determination of guilt or innocence. If upon investigation, the **Employer** ~~School Board feels~~ **determines** that disciplinary action is necessary, such action shall be taken in accordance with the provisions of the Collective Agreement. In situations where the **Employer** ~~School Board~~ is unable to investigate the matter to its satisfaction, but where the ~~Board~~ **Employer** feels that the teacher should be removed from their current assignment on an interim basis, the teacher shall not lose pay or benefits.

NEW **(b)** **Notwithstanding 10.06 (a), where a third party imposes any temporary restriction, condition, prohibition, suspension, or other limitation that, in the opinion of the Employer, prevents a teacher from satisfactorily performing the duties of their position or complying with the terms and conditions of employment, the teacher shall be placed on leave without pay for the duration of the restriction. Such leave shall not be considered disciplinary in nature and shall continue until the restriction has been removed or the teacher is otherwise able to satisfy the requirements of the position.**

ARTICLE 11: TEACHER CERTIFICATION

11.01 Whenever it is decided by **an Employer** ~~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 **Employer** ~~Board~~. The teacher may invoke the appropriate provisions of the grievance procedure (including arbitration).

11.02 Whenever it is decided by the **Employer** ~~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 Registrar of Teachers. 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 **Employer** ~~School Board~~. The teacher may invoke the appropriate provisions of the grievance procedure (including arbitration).

ARTICLE 12: TERMINATION OF CONTRACTS

12.01 By the **Employer** ~~School Board~~

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

(a) By giving three (3) months' notice in writing by the **Employer** ~~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 **Employer** ~~School Board~~ in writing and the contract is a continuous one;

12.01 By the **Employer** ~~School Board~~

A contract of employment**,** including a term contract**,** made between **the Employer** ~~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 **Employer** ~~School Board~~ in writing and the **teacher is on a continuous** contract**.** ~~is a continuous one;~~

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

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

(c) With thirty (30) calendar days' notice in writing by the **Employer** ~~School Board~~ (or pay in lieu of notice) when the teacher is incompetent;

(c) with thirty (30) calendar days' notice in writing ~~by the School Board~~ (or pay in lieu of notice) when the teacher is incompetent;

(d) Without notice, by the **Employer** ~~School Board~~, when the certificates of grade or licence of the teacher has been suspended, cancelled, or is no longer recognized under the regulations;

(d) ~~without notice, by the School Board, when~~ **Notwithstanding the notice requirements otherwise set out in this Article, the Employer may terminate a teacher's employment without notice where:**

(i) 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 **Employer** ~~School Board~~, where there is gross misconduct, insubordination or neglect of duty on the part of the teacher, or any similar just cause;

~~(e) without notice, by the School Board, where~~

(ii) there is gross misconduct, insubordination or neglect of duty on the part of the teacher, or any similar just cause; **or**

(f) Without notice, by the **Employer** ~~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~~ **(d) and (e)** of **section 51.4, or paragraphs (f) and (g) of section 98, of** the *Schools Act*, 1997.

~~(f) without notice, by the School Board, when~~

(iii) 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 contract of employment made between a teacher and **an Employer** ~~a School Board~~ may be terminated by the teacher by giving three (3) months' notice in writing to the **Employer** ~~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.

(a) A ~~continuous~~ contract of employment**, including a term contract,** made between a teacher and **the Employer** ~~a School Board~~ may be terminated ~~by the teacher~~ by giving three (3) months' notice in writing to the **Employer** ~~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 probationary contract of employment made between a teacher and **an Employer** ~~a School Board~~ may be terminated by the teacher by giving two (2) months' notice in writing to the School Board.

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

(c) A teacher shall give three (3) months' notice in writing to the **Employer** ~~School Board~~ prior to superannuation at the end of the school year. Only one (1) months' notice in writing to the **Employer** ~~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) A teacher shall give three (3) months' notice in writing to the **Employer** ~~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.

(d) Notwithstanding Clause 12.02(b), in the event that a teacher makes application for disability pension, the teacher, upon such application, shall notify the **Employer** ~~School Board~~.

(d) Notwithstanding Clause 12.02(b), in the event that a teacher makes application for disability pension, the teacher, upon such application, shall notify the **Employer** ~~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 **Employer** ~~School Board~~.

ARTICLE 13: TRANSFER OF TEACHERS

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

ARTICLE 14: EVALUATION

14.02 (c) The **Employer** ~~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.

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

disclosing, or using a teacher's file may do so only with the written consent of the teacher. Teachers shall be permitted to view their own files at any mutually convenient time during normal working office hours.

14.04 Proper security shall be maintained on teacher evaluation files. Documents related to a teacher's evaluation may be accessed, used or disclosed only by the Superintendent of Schools, the **Direction générale de l'education**, ~~Assistant Director of Education (Human Resources), the Assistant Director of Education (Programs), Direction generale, Direction des services educatifs, Director of Schools~~, Human Resources **representatives** ~~staff~~, and/or the teacher's current school principal or vice-principal, in accordance with applicable privacy legislation, and the contents of the file shall be held in strictest confidence. Any other person accessing, disclosing, or using a teacher's file may do so only with the written consent of the teacher. Teachers shall be permitted to view their own files at any mutually convenient time during normal working office hours.

14.05 ~~A School Board's~~ **An Employer's** teacher evaluation policy shall be consistent with the terms of the Collective Agreement. The Association shall be consulted with regard to changes to existing teacher evaluation policy.

ARTICLE 15: SICK LEAVE

15.02 (b) Notwithstanding Clause 15.02(a), effective September 1, 2006, a teacher who has no previous teaching experience in the Province is entitled to accrue sick leave at the rate of **eighteen (18)** ~~twelve (12)~~ days per year of service.

~~15.02 (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.~~

15.03 (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~~ **Employer** or the same ~~School Board~~ **Employer** within one hundred and twenty (120) calendar days of resignation shall retain access to sick leave earned prior to resignation.

15.04 (a) Sick leave with pay in excess of **ten (10)** ~~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 **Employer** ~~School Board~~ has been submitted in respect thereof. In any case where the **Employer** ~~School Board~~ is satisfied that it is not possible for the teacher concerned to secure a medical certificate, a certificate of another health care professional, such as a registered nurse, or any other person designated by the **Employer** ~~School Board~~ shall be accepted in place of a medical certificate, provided the certificate is satisfactory to the **Employer** ~~School Board~~.

15.08 A teacher on extended sick leave with pay may be required by the Minister or ~~School Board~~ **Employer** to undergo a medical examination at any time provided the requirement is not unreasonable in terms of frequency or other circumstances.

15.14 In the event that a teacher is required to obtain a medical certificate by the ~~School Board~~ **Employer,** ~~in addition to the initial certificate provided, then~~ the teacher shall not be required to incur any ~~additional~~ cost.

15.15 The School Boards shall, prior to the expiry of this Agreement, ensure that teachers can directly access their sick leave balance and, where applicable, accruals and usage.

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*, **2022**.

However, in the event that Section ~~81~~ **91** of the *Workplace Health, Safety and Compensation Act***, 2022** 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 J 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 under the *Workplace Health, Safety and Compensation Act***, 2022** 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 under the *Workplace Health, Safety and Compensation Act***, 2022** after the date of signing of this Agreement shall no longer accumulate benefits under this Agreement but shall have their position, or a comparable position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act***, 2010**.

ARTICLE 17: MATERNITY/ADOPTION/PARENTAL LEAVE

17.01 (c) Teachers, while on approved leave granted under this Article, shall continue to accumulate service for a maximum of fifty-eight and one half (58.5) continuous weeks for the purposes of sick leave accrual, salary increments, pension – in accordance with the ***Teachers' Pension Act, 2018*** ~~– Section 13~~, and subject to Clause 33.01(a)(ii), severance.

(d) Notwithstanding Clause 17.01(a), a teacher taking Maternity Leave and/or Parental/ Adoptive Leave pursuant to this Article shall be entitled to receive pay equivalent to ninety three percent (93%) of the teacher's gross salary (gross salary means the Teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments) for up to seventeen (17) weeks, which pay will include any employment insurance benefits received in accordance with this Article. The teacher shall designate the commencement and termination dates of the period of maternity, adoption or parental leave for which these benefits will be paid.

17.03 Notwithstanding the provisions of this Article, the time period specified herein may be changed by the mutual agreement of the ~~School Board~~ **Employer** and the teacher concerned. ~~A School Board~~ **An Employer** 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 their ~~School Board~~ **Employer** for maternity leave not later than four (4) months prior to their 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~~ **Employer** 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~~ **Employer** reserves the right to require a teacher to commence leave prior to the time specified in Clause 17.04 if the state of their health becomes incompatible with the requirements of their teaching position. In that respect, should the ~~School Board~~ **Employer** have reasonable and probable grounds for believing that the state of their health has become incompatible with the requirements of their teaching position, the ~~School Board~~ **Employer** shall have the right to demand of the teacher to produce a certificate from a medical practitioner that their health is compatible with the requirements of their teaching position and should the teacher fail to produce such a certificate within a reasonable time, the ~~School Board~~ **Employer** 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~~ **Employer** 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 and terminate as requested.

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 parent, or legal guardian, sibling, child, spouse, grandchild, grandparent, parent-in-law, child-in-law, **sibling-in-law, sibling of a parent,** or near relative who had been living in the same household. Where extensive travel is involved or where extraordinary circumstances prevail, the **Employer** ~~School Board~~ **shall** ~~may~~ extend the leave up to an additional two (2) days.

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

Renumbering as necessary

B. Professional Leave

18.04 ~~A School Board~~ **An Employer** 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 **Employer** ~~Board~~;

(b) A bank of one (1) day per teacher to the **Employer** ~~Board~~ to be assigned at the **Employer's** ~~Board's~~ discretion

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 ~~Director or Superintendent~~ **Assistant Deputy Minister, Education Operations Branch, Senior Director of Human Resources, or Direction Générale de l'Éducation** 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 Director~~s~~**/Direction** or designate, and such notice shall be as far in advance as possible.

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 ~~Director or~~ Superintendent **of Schools or the Direction générale de l'education** 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 **Human Resources representative** ~~Directors~~ or designate, and such notice shall be as far in advance as possible.

Renumbering as necessary

C. Other Paid Leave

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 **Employer** ~~Board~~.

18.10 ~~A School Board~~ **An Employer** 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 **Employer** ~~School Board~~ shall be reimbursed by the teacher for any fees received for such duty.

18.12 ~~A School Board~~ **An Employer** 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 their career.

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

18.14 In addition to any other leave available to the teacher, a teacher shall receive two (2) paid leave days per year, to be used when the teacher, spouse or their dependent child is required to travel for medical care or appointments that are more than 400 kilometers from the teacher's place of residence.

Renumbering as necessary

ARTICLE 19: LEAVE WITHOUT PAY

19.01 (a) Subject to Articles 9 and 29 and Clause 19.02, a teacher employed by ~~a School Board~~ **an Employer** may, upon request, be granted leave without pay for reasons deemed valid by the **Employer** ~~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 **Employer** ~~School Board~~ that the teacher return to a particular position.

19.02 (a) Subject to Article 9 and Clause 19.04, a teacher who has been granted leave under this Article for a period of leave that commences and terminates during the same school year shall be returned to the same teaching position upon the expiration of such leave, unless it is mutually agreed between the ~~School Board~~ **Employer** and the teacher that the teacher return to a particular position.

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 **Employer** ~~School Board~~) a position with the **Employer** ~~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 **Employer** ~~School Board~~.

19.05 Subject to Article 9 and Clause 19.01, upon request, a teacher shall be granted leave without pay for a period of up to thirty-nine (39) weeks while school is in session for the purpose of providing temporary care or support for a family member who is gravely ill with a significant risk of death. Medical proof of the need for care or support and risk of death may be required by the **Employer** ~~School Board~~. Teachers, while on approved leave granted under this Clause, shall continue to accumulate service for the purpose of seniority and pension in accordance with the ~~Teachers' Pension Act~~ ***Teachers' Pension Act, 2018.***

19.06 Subject to Article 9 and Clause 19.01, upon request, a teacher shall be granted leave without pay for a period of up to thirty-nine (39) weeks while school is in session for the purpose of providing care or support for their critically ill or injured child. Medical proof of the critical illness or injury and the need for care or support may be required by the **Employer** ~~School Board~~. Teachers, while on approved leave granted under this Clause, shall continue to accumulate service for the purpose of seniority and pension in accordance with the ~~Teachers' Pension Act~~ ***Teachers' Pensions Act, 2018***.

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.~~

20.03 Teachers who are eligible for Educational Leave and who wish to obtain such leave, shall make application to the **Employer** ~~School Board~~. Only applications which are approved by the ~~School Board~~ **Employer** shall be forwarded to the Educational Leave Committee.

20.03 Teachers who are eligible for Educational Leave and who wish to obtain such leave, shall make application to the **Employer** ~~School Board~~. Only applications which are approved by the **Employer** ~~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 twelve (12) per year, or the equivalent.~~

20.07 Upon completion of the Educational Leave, a teacher shall return to the ~~School Board~~ **Employer**, 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 Articles 9 and 29, on return be given the same position or comparable position in the same school, unless it is mutually agreed between the teacher and the **Employer** ~~School Board~~ that the teacher return to a particular position.

20.11 For the purpose of this article, full-time enrollment shall be determined by the Education Leave Committee.

ARTICLE 21: SALARIES

21.01 **(c) Effective September 1, 2026, salaries and allowances, as per Schedule B and Schedule C, and Isolation Allowances as per Article 24, shall be adjusted by a Cost of Living Adjustment (COLA) to be determined as follows:**

In January 2026, or as soon as possible thereafter, when the 12-month (January to December, 2026) average annual Newfoundland and Labrador Statistics Canada Consumer Price Index (CPI) All Items Change is made known, the corresponding increase will be applied retroactively to September 1, 2026. This application of COLA to Schedules B and C and Article 24 will be applied for each year thereafter.

21.02 No ~~School Board~~ **Employer** 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.

21.07 (h) Notwithstanding (a) to (g) above teachers with prior service are responsible for providing the required documentation to the Registrar of Teacher Certification within ninety (90) calendar days of becoming employed with **an Employer** ~~a School Board~~. If the teacher fails to do so within this time limit the retroactive application of prior service shall be to the first day of the month in which the teacher provided the required documentation. This clause does not apply in cases of demonstrated clerical error or in extenuating circumstances as determined at the discretion of the Registrar.

(i) Subject to retroactivity being conditional upon the teacher's responsibility as set out in Clause 21.07(h), upon a teacher being hired by **an Employer** ~~school board~~, including being accepted on the substitute list, the **Employer** ~~school board~~ shall notify the teacher in writing of the requirements of Clause 21.07(h).

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

ARTICLE 23: DEDUCTIONS

23.08 The provisions of this Article shall apply mutatis mutandis to **an Employer** ~~a School Board~~ in cases where **an Employer** ~~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 **with subsequent adjustments per COLA as per Article 21:**

The Association reserves the right to submit proposals regarding increases to isolation allowance.

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 **Employer** ~~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 **Employer** ~~School Board~~.

25.02 Teachers who are authorized to use their own vehicle while travelling on business for the ~~School Board~~ **Employer** shall be reimbursed at the prevailing mileage rates for Government employees.

25.05 (b) On receipt of invoice, the teacher will be reimbursed for the difference between private and business insurance.

ARTICLE 26: GROUP INSURANCE

26.01 (a) ~~In accordance with Clause 26.02,~~ Government ~~will~~ **shall** contribute **fifty (50) percent** ~~a portion~~ of the premium rate for **permanent, replacement and term teachers, for the following** plan options ~~currently contained in the basic portion~~ of the NLTA Group Insurance Plan**:** ~~(~~Basic/Dependent Life, Accidental Death and Dismemberment, **Critical Illness, Dental,** and Health~~)~~**.** ~~and other benefits which may be agreed to between the parties.~~

(b) Government shall contribute fifty (50) percent of the premium rate for substitute teachers who work at least 97.5 days in a school year, for the following plan options (Basic/ Dependent Life, Accidental Death and Dismemberment, Critical Illness, Dental and Health.) Payment shall be made to the teacher within six weeks of the end of the school year.

The Association reserves the right to submit other proposals for amendments consistent with these Article 26 proposals.

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.~~

28.01 (a) (ii) Effective September 1, 2002, for salary purposes, the length of the school year shall be 195 teaching days comprised of 184**1** actual teaching days, three (3) paid holidays, ~~two (2)~~ **three (3)** non-teaching days during the school year for administrative purposes **(two of which shall occur at the beginning of the school year and one on the last day of school)** ~~to~~

~~be scheduled by the Board, two (2)~~ **three (3)** non-teaching days for the exclusive use of teachers for report card preparation to be scheduled by the **Employer** ~~Board~~ in advance of reporting periods, and **five (5)** ~~four (4)~~ professional development/in-service days to be scheduled by the **Employer** ~~Board~~ during the school year, one of which shall be reserved for professional development at the school level **and one of which shall focus on mental health issues affecting teachers**. In determining the topics to be covered **during professional development/in-service days**, in consultation with the school principal, priority will be given to professional development needs identified by teachers at the school level. **Required teacher training for student health or occupational health and safety reasons shall not be provided to individual teachers on the five (5) professional development/in-service days.**

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 **Employer** ~~Board~~ may require teachers to be in attendance for meetings and workshops.

28.03 (b) When a school ~~within a school system~~ remains open during inclement weather or other emergency situations, a teacher shall not lose salary when prohibited from attending that school because the normal routes of transportation ~~in that system~~ are declared to be impassable by the appropriate authorities.

ARTICLE 29:WORKLOAD

29.01 (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 **teachers' part time status and availability for substitute, term or replacement work,** 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.

29.02 (a) There shall be consultation at the local level between teaching and learning assistants and their principals in determining the allocation of curricular and non-curricular duties. The workload of teaching and learning assistants will be distributed in a fair and equitable manner, and the process will involve, but not be limited to, consideration of **teaching and learning assistants part time status and availability for substitute, term or replacement work,** numbers of students, number of preparation periods, nature of courses assigned, characteristics of students receiving support, administrative duties required, and multi-grade/course instructional situations.

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

29.04 (b) A substitute teacher may be provided in instances where a teacher is assigned by **an Employer** ~~a School Board~~ to accompany groups of students during regular school hours on curricular related activities approved by the **Employer** ~~Board~~.

(b) A substitute teacher may be provided in instances where a teacher is assigned by ~~a School Board~~ **the Employer** to accompany groups of students during regular school hours on curricular related activities approved by the **Employer** ~~Board~~.

29.05 (c) For (a) above, the opening and closing time for school may have to be adjusted by the ~~School Board~~ **Employer** 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.

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

(e) The Employer shall make every effort to keep supervision duties to the minimum that is operationally required.

~~**29.07 The School Boards shall have and implement policies regarding school violence and dealing with students and parents who have exhibited violent and abusive behaviour. In reviewing these policies, the School Boards will seek input from the Association, school administrators and other personnel who are deemed to have a legitimate role in prevention, intervention and assessment activities.**~~

Deletion of this clause in Article 29 is contingent on acceptance of this clause in Article 59.

29.08 A teacher's participation on a school-based or **Employer - based** ~~board-based~~ committee requires that teacher's consent.

29.10 (a) It is understood by the parties that the primary responsibility of teachers is to provide for the instruction of students in a safe and caring learning environment, which requires time for planning, preparation, instruction and assessment. The Employers undertake to review, in consultation with the Association, all duties currently assigned to teachers and to make every effort to eliminate those duties which distract from teachers meeting their primary responsibility as identified in this Clause.

(b) All teachers shall receive regularly scheduled preparation time during the instructional day of a minimum of sixty (60) minutes per teaching day, or an equivalent amount of preparation time based on a longer time period. Preparation time shall be prorated for permanent part-time teachers, in accordance with the fraction of a full staffing unit assigned to them.

(c) Subject to Clause 29.04 (a):

(i) A teacher who is required to fill in when a substitute is not hired may bank the missed preparation time until such time as the bank reaches one hundred and twenty (120) minutes.

(ii) Once the bank reaches one hundred and twenty (120) minutes, the teacher, in consultation with the school principal, shall schedule one hundred and twenty (120) consecutive minutes of previously scheduled instructional time to engage in marking and preparation activities as required or other professional development activities. This work must be performed at the school or another work location as mutually agreed between the principal and teacher. The principal, in consultation with the teacher, will keep track of the amount of banked marking and preparation time that a teacher has in accordance with this clause.

(d) Notwithstanding Clause 29.10(b), if, as of the time of the signing of the Collective Agreement, greater preparation time than that provided in 29.10(b) is provided to teachers in a school, the Employer shall maintain the level of preparation time in that school.

ARTICLE 30: CLASS SIZE AND COMPLEXITY

30.01 **(a)** In the interest of education, and ~~in order~~ to ~~promote effective teaching and learning~~ **ensure that classroom** conditions **are safe, manageable and aligned with the educational needs of diverse learners,** the **Employer** ~~School Board~~ **shall make every effort to** ~~will endeavour to establish class sizes appropriate to the teaching situation involved, within regulatory and legislative restrictions~~ **adhere to the following student teacher ratios (STRs), weighted for complexity, effective September 1, 2027:**

Grades	Maximum STR
Kindergarten	**12:1**
Grades 1 - 12	**20:1**

(b) Notwithstanding the foregoing:

(i) The number of students in laboratory, art, home economics, workshop, computer and technology classes shall not exceed the number of fully equipped student work stations provided.

(ii) In pervasive needs settings, there shall be a maximum of four students per teacher providing direct instruction.

(iii) The maximum STR for multigrade or multi course situations shall be as follows:

I) K-3: 10

II) 4-6: 12

III) 7-12: 15

(iv) The maximum STR for combined grades shall be 15.

(c) In calculating STRs, only those teachers who are providing direct instruction to the students shall be used.

(d) The foregoing STRs are weighted as per Clause 30.02, "Weighted Complexity Factors".

30.02 (a) Weighted Complexity Factors

Category	Weight	Description
Typical learner	1.0	No identified additional Supports
High-incidence/low-cost exceptionality	1.5	Mild/moderate disability, EAL, FAL, or behavioural designation
Low-incidence/high-cost exceptionality	2.0	Severe or multiple disability, Complex medical or behavioural needs
Refugee/newcomer (≤ 2 years in Canada)	1.5	Requires cultural and language transition supports
Gifted	1.25	Requires enrichment or individualized programming
Students receiving, or who ought to be receiving, targeted and/or intensive supports	1.5	Child waiting for assessment Some families choose not to have their child assessed, but the child still requires supports and intervention.

(b) (i) Students shall also be included in complexity weighting where they:

1. Present significant or persistent behavioural concerns that pose safety risks or significant disruption; or

2. Are identified through local or external assessments as having learning or medical needs that materially affect instruction.

(ii) Such students shall be weighted at 1.5, unless professional assessment warrants a higher weight.

(c) (i) Weighting shall follow a student transferring between schools or Employers.

(ii) The receiving school shall apply the existing weighting until re-evaluation occurs.

(iii) Students entering from outside the province shall be temporarily assigned the equivalent weighting pending re-evaluation.

30.03 The Employer will make every effort to not combine Kindergarten with any other grade level.

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

(i)	**Instructional Resource Teacher 1**	**50:1**
(ii)	**School Counsellor ratio**	**250:1**
(iii)	**Learning Resource ratio**	**250:1**
(iv)	**Reading Specialist ratio**	**200:1**
(v)	**School Psychologist ratio**	**500:1**

(b) The Parties agree that mental health is an important consideration when ensuring the overall wellbeing, safety, and learning of students and that having appropriate resources to provide mental health services is vital for students and the prevention of violence. Each school shall have at least one School Counsellor assigned to that school on a full-time basis; however, in schools with less than 250 students, the School Counsellor assigned to that school may be assigned other teaching duties.

(c) Each school with grades between grade 7 and grade 12 inclusive shall have at least one Positive Action for Student Success (PASS) teacher assigned to that school on a full time basis; however, in schools with less than 250 students in grades 7-12, the PASS teacher may be assigned other teaching duties.

(d) There shall be not fewer than one (1) Teaching and Learning Assistant for every two (2) classrooms, or part thereof in a school, with an additional 250 full time teaching units allocated for school based Teacher and Learning Assistant, to be allocated based on needs.

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

(f) The following caseload parameters shall apply in addition to the regular teacher allocation:

(i) The student to teacher ratio for the provision of itinerant services to students who have hearing or visual loss or impairment shall be 20:1 respectively, with a maximum of five (5) core case load students per itinerant teacher, including pre-school aged children;

(ii) The student to teacher ratio for the provision of student support itinerant services to students shall be 20:1 respectively.

(iii) Speech Language Pathologists shall be allocated based on a student to teacher ratio of 40:1 with a maximum of twenty-five (25) direct contact students per allocated position.

(iv) English as an Additional Language, French as an Additional Language and LEARN teachers shall be allocated with a maximum of 15 direct contact students per allocated position.

(g) Government (NLSchools) shall have a core allocation of sixty (60) program specialists plus one (1) additional program specialist position for every five thousand (5000) students. The Conseil scolaire francophone provincial shall have a core allocation of five (5) program specialists.

(h) A one-half (0.5) teaching unit shall be allocated to each school offering any class or program delivered by e-learning (e.g. distance education, web-based, etc.). STRs shall apply to CDLI classes, and there shall be a maximum of eight (8) students per cdli course, per distance education site.

30.05 (a) In addition to allocated teaching units, all schools in the province shall receive the following administrative allocations:

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

30.06 (a) On or before May 31 of each year, the Employer shall prepare projected class configurations for the upcoming school year based on reasonably anticipated enrolment, identified student complexity, and program requirements. The Employers shall use these forecasts to allocate certificated staff sufficient to achieve the weighted STRs in Clause 30.01.

(1) Between September 1 and September 29, the Employers shall review and, where necessary, adjust the class configurations produced pursuant to Clause 30.06 using actual registrations and updated complexity data. Where projected weighted STRs exceed the maximums, the Employer must make every effort to allocate staffing or adjust class groupings.

(2) When a class exceeds its applicable weighted STR—whether during spring planning, pre-September 30 verification, or due to the addition of new students after September 30—the Employer must, within five (5) working days, make every effort to take one or more of the following actions:

a. Provide additional, appropriate human resources allocations.

b. Adjust the class structure.

(3) Subject to clause 30.06(2), where, despite the Employer making every effort to adhere to the STRs, no immediate remedy is available, the Employer shall:

a. Provide written reasons and a plan identifying the date or method by which compliance or mitigation will be achieved to the Association.

b. Authorize appropriate release time or substitute coverage for planning, assessment and case management.

ARTICLE 31: GRIEVANCE PROCEDURE

31.01 A teacher may file a grievance against the ~~School Board~~ **Employer** or the Department of Education in the manner prescribed herein on the teacher's own behalf or on behalf of themselves and one or more teachers.

31.01 A teacher may file a grievance against the **Employer** ~~School Board or the Department of Education~~ in the manner prescribed herein on the teacher's own behalf or on behalf of themselves and one or more teachers.

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~~ **an Employer** shall submit the grievance in writing to the ~~Assistant Director of Education for Human Resources~~ **Senior Director of Human Resources**, or the Directeur général adjoint (Finances et Administration), with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the grievance

stating the names of the employees concerned, the precise nature of the grievance, the Article and Clause of the Agreement over which the grievance arises, and the relief requested.

31.02 A teacher or a group of teachers who have a grievance over a matter which is within the scope of authority of a School Board shall submit the grievance in writing to the ~~Assistant Director of Education for~~ **Senior Director of** Human Resources, or the ~~Directeur~~ **Direction** générale adjointe (Finances et ~~A~~**a**dministration), with respect to the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the grievance stating the names of the employees concerned, the precise nature of the grievance, the Article and Clause of the Agreement over which the grievance arises, and the relief requested.

31.03 Where a grievance has been filed in accordance with Clause 31.02, ~~the Assistant Director of Education for Human Resources~~ **Senior Director of Human Resources**, or the Directeur général adjoint, accompanied by such other ~~School Board~~ **Employer** representatives as may be deemed necessary, shall, within fifteen (15) calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied at this meeting by a representative of the Association ~~or a local branch thereof~~.

31.03 Where a grievance has been filed in accordance with Clause 31.02, the **Senior Director of Human Resources** ~~Assistant Director of Education~~, or the ~~Directeur~~ **Direction** générale adjointe, accompanied by such other **Employer** ~~School Board~~ representatives as may be deemed necessary, shall, within fifteen (15) calendar days after receipt of the grievance, meet with the aggrieved teacher or group of teachers to endeavour to resolve the grievance. The teacher or group of teachers may be accompanied at this meeting by a representative of the Association or a local branch thereof.

31.04 The decision on the grievance shall be transmitted in writing by the ~~Assistant Director of Education for Human Resources~~ **Senior Director of Human Resources**, or the Directeur général adjoint, to the aggrieved teacher or group of teachers within ten (10) calendar days after the meeting referred to in Clause 31.03. In all grievances, the ~~Assistant Director of Education for Human Resources~~ **Senior Director of Human Resources**, or the Directeur général adjoint, shall forward a copy of the reply to the Association.

31.04 The decision on the grievance shall be transmitted in writing by the **Superintendent of Schools** ~~Assistant Director of Education~~, or the ~~Directeur~~ **Direction** générale adjointe, to the aggrieved teacher or group of teachers within ten (10) calendar days after the meeting referred to in Clause 31.03. In all grievances, the **Superintendent of Schools** ~~Assistant Director of Education~~, or the ~~Directeur~~ **Direction** générale adjointe, shall forward a copy of the reply to the Association.

31.05 If the decision of the ~~Assistant Director of Education for Human Resources~~ **Senior Director of Human Resources**, or the Directeur général adjoint, does not result in settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the ~~Superintendent of Schools~~ **Assistant Deputy Minister, Education Operations Branch**, or to the ~~Directeur général~~ **Direction Générale de l'Éducation** of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador within fifteen (15) calendar days of receipt of the decision under Clause 31.04.

31.05 If the decision of the **Superintendent of Schools** ~~Assistant Director of Education~~, or the ~~Directeur~~ **Direction** générale adjointe, does not result in settlement of the grievance, the teacher or group of teachers may submit the grievance in writing to the Superintendent of Schools, or to the ~~Directeur général~~ **Direction générale de l'education** of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador within fifteen (15) calendar days of receipt of the decision under Clause 31.04.

31.06 The decision of the ~~Superintendent of Schools~~ **Assistant Deputy Minister, Education Operations Branch**, or the ~~Directeur général~~ **Direction Générale de l'Éducation** shall be transmitted in writing to the aggrieved teacher or group of teachers within fifteen (15) calendar days of the receipt of the grievance under Clause 31.05. In all grievances, the ~~Superintendent~~ **Assistant Deputy Minister, Education Operations Branch**, or ~~Directeur général~~ **Direction Générale de l'Éducation**, shall forward a copy of the reply to the Association.

31.06 The decision of the Superintendent of Schools, or the ~~Directeur général~~ **Direction générale de l'education** shall be transmitted in writing to the aggrieved teacher or group of teachers within fifteen (15) calendar days of the receipt of the grievance under Clause 31.05. In all grievances, the Superintendent **of Schools,** or the ~~Directeur général,~~ **Direction générale de l'education** shall forward a copy of the reply to the Association.

31.07 If the decision of the ~~Superintendent of Schools~~ **Assistant Deputy Minister, Education Operations Branch**, or the ~~Directeur général~~ **Direction Générale de l'Éducation** does not result in settlement of the grievance, the teacher or group of teachers may, with the written consent of the Association, submit the grievance to arbitration in accordance with the procedure set forth under Article 32.

31.07 If the decision of the Superintendent of Schools, or the ~~Directeur général~~ **Direction générale de l'education** 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 **and Early Childhood Development** shall submit the grievance in writing to the appropriate Divisional Head of the Department ~~of Education~~ within fifteen (15) calendar days of the occurrence or discovery of the incident giving rise to the grievance stating the precise nature of the grievance and the Article and Clause of the Agreement over which the grievance arises.

31.11 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 **and Early Childhood Development** within fifteen (15) calendar days of receipt of the decision under Clause 31.10.

31.12 Where a grievance has been filed with the Deputy Minister of Education **and Early Childhood Development**, the decision of the Deputy Minister shall be transmitted in writing to the aggrieved teacher or group of teachers within fifteen (15) calendar days after receipt of the grievance under Clause 31.11. In all grievances, the Deputy Minister shall forward a copy of the reply to the Association.

31.13 If the decision of the Deputy Minister of Education **and Early Childhood Development** 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~~ **an Employer** regulation or by-law, the teacher(s) shall have recourse to the grievance procedure.

31.16 Notwithstanding the provisions of this Article, a teacher may present a personal complaint to the ~~School Board~~ **Employer** or Department of Education at any time.

ARTICLE 32: ARBITRATION

32.05 If,

(a) The party to whom notice is given under Clauses 32.01, fails to appoint an arbitrator within the period specified in Clause 32.03, the Minister of ~~Human Resources, Labour and Employment~~ **Employment and Labour** 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 32.03 fail to appoint a third arbitrator within the period specified in Clause 32.04, the Minister of ~~Human Resources, Labour and Employment~~ **Employment and Labour** 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 If,

(a) the party to whom notice is given under Clauses 32.01, fails to appoint an arbitrator within the period specified in Clause 32.03, the **appropriate Minister of the Crown** ~~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 32.03 fail to appoint a third arbitrator within the period specified in Clause 32.04, the **appropriate Minister of the Crown** ~~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.

ARTICLE 33: SEVERANCE PAY

33.01 ~~(a) (i) A teacher who has one (1) or more years of continuous service as a teacher in the Province as of March 31, 2018, is entitled to be paid 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 their annual salary in effect as of March 31, 2018, to a maximum of forty percent (40%) of their annual salary.~~

~~(ii)~~ Effective March 31, 2018, there shall be no further accumulation of service for severance pay purposes.

~~(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 their 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) 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 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.~~

~~33.03 For the purpose of this Article, subject to Clause 33.01(a)(ii) (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 and Early Childhood Development;~~

~~(b) a teacher in a Government school;~~

~~(c) a district Director, Associate Director, Assistant Director, or Education Officer;~~

~~(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.~~

~~33.04 Each maternity, parental or adoption leave period, up to thirty-nine (39) continuous weeks is to be credited in computing years of service for severance pay purposes, subject to Clause 33.01(a)(ii).~~

~~33.05 The effective date of this Article shall be March 31, 2018. The rate of pay, service for severance entitlement and position used shall be that in effect on March 31, 2018. Subject to Clause 33.04, where a teacher is on layoff or an approved unpaid leave of absence on March 31, 2018, the position and rate of pay at the commencement date of layoff or unpaid leave of absence shall be used.~~

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 their duty suffers any personal loss, and where such loss was not due to the teacher's negligence, the ~~School Board~~ **Employer** may compensate the teacher for any loss suffered, subject to a maximum of three hundred and twenty-five dollars ($325).

(a) Subject to Clauses 34.01(b) and 34.01(c), where a teacher in the performance of their duty suffers any personal loss, and where such loss was not due to the teacher's negligence, the **Employer** ~~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, Superintendent,~~ **Senior Director of Human Resources, the Directeur général adjoint (Finances et Administration)**, or their designate.

(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,~~ **Direction générale de l'education, Senior Director of Human Resources,** ~~Superintendent,~~ or their designate.

34.02 (a) Where a teacher is authorized in writing by the **Employer** ~~School Board~~ to use their own tools, equipment, or other materials in the performance of teaching duties, the **Employer** ~~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

(a) Where a teacher is authorized in writing by the **Employer** ~~School Board~~ to use their own tools, equipment, or other materials in the performance of teaching duties, the **Employer** ~~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, Superintendent,~~ **Senior Director of Human Resources, the Directeur général adjoint (Finances et Administration)**, or their designate within five (5) working days of the discovery of the incident.

(b) All incidents of loss suffered by a teacher shall be reported in writing by the teacher to the **Direction générale de l'education** ~~Director~~, **Senior Director of Human Resources** ~~Superintendent~~, or their 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 **Employer** ~~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 **Employer** ~~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 **Employer** ~~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 **Employer** ~~School Board~~ to serve a probationary period of one (1) year. Where in the opinion of **Employer** ~~School Board~~, the new position is not comparable, then the provisions of Clause 36.01(a) shall apply.

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 **Employer** ~~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 **Employer** ~~School Board~~, unless it is mutually agreed between the teacher and the **Employer** ~~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 **Employer** ~~School Board~~ unless it is mutually agreed between the teacher and the **Employer** ~~School Board~~ that the teacher return to a particular position.

36.04 (a) Principals and vice-principals may work more than one hundred and ninety-five (195) days in order to carry out duties for the efficient operation of the school, such days to be determined by the principal or vice-principal involved, based on that administrator's professional judgment in consultation with the Employer.

(b) Notwithstanding Clause 36.04(a), no principal or vice-principal shall expect to work more than five (5) days in excess of one hundred and ninety-five (195).

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

ARTICLE 37: TERM CONTRACTS

37.01 ~~A Board~~ **An Employer** 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 **and Early Childhood Development**, 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 **Employer** ~~School Board~~ has served formal notice that the school will close at the end of the school year.

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~~.~~**, provided that the teacher has satisfactorily completed any appraisals, assessments, or performance evaluations required by the Employer.**

37.03 (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~~ **Employer** shall be counted as part of the probationary period in accordance with Article 7.

~~37.03 (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 **an Employer** ~~a School Board~~ who is filling another position with the **Employer** ~~School Board~~ on a temporary basis shall be deemed to be on leave from their position and the teacher shall retain all rights and privileges with that **Employer** ~~Board~~.

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 **Employers** ~~School Boards and the Government as the case may be~~.

ARTICLE 42: DEFINITIONS

42.01 In this Agreement, unless the context otherwise requires:

(b) "betterment of position" means a position that increases, alone or in combination with another position, a teacher's percentage of a full-time position.

Renumbering as necessary

(f) "Minister" means the Minister of Education and **Early Childhood Development**.

(i) "School" means any school or other place of work to which a teacher has been assigned by **an Employer** ~~a School Board~~.

(j) "School System" means a high school, together with one or more than one elementary school in which programs are offered for students progressing from Kindergarten to Grade XII; the boundaries and the schools to be included in a school system shall be determined by the **Employer** ~~School Board~~ concerned.

~~42.01 (a) "Assistant Director" means Assistant Director appointed pursuant to the Schools Act, 1997.~~

NEW (xx) "Continuous contract" means a contract of employment between a teacher and the Employer that is neither a probationary contract nor a term contract, and under which the teacher holds a permanent full-time or permanent part-time position with the Employer.

~~(c) "Director" means a Director appointed pursuant to the Schools Act, 1997.~~

(xx) "Employer" means His Majesty in Right of the Province of Newfoundland as represented by the Treasury Board, and includes any person authorized to act on behalf of the Treasury Board or any Employer listed in Schedule A.

(e) "Layoff" means the termination of a teacher's contract in accordance with Article 9 because the teacher's position has become redundant and no alternate position with the **Employer** ~~School Board~~ is available.

(f) "Minister" means the Minister of Education **and Early Childhood Development**.

(i) "School" means any school or other place of work to which a teacher has been assigned by **the Employer** ~~a School Board~~.

(j) "School System" means a high school, together with one or more than one elementary school in which programs are offered for students progressing from Kindergarten to Grade XII; the boundaries and the schools to be included in a school system shall be determined by the **Employer** ~~School Board~~ concerned.

ARTICLE 43: DURATION OF AGREEMENT

The Association reserves the right to submit a proposal in relation to Clause 43.01.

43.01 This Agreement shall be in effect for a term beginning ~~September 1, 2022~~ and ending on ~~August 31, 2026~~ and shall be automatically renewed thereafter for successive periods of one (1) year unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the period of ten (10) months immediately prior to the expiry date of this Agreement or any subsequent Agreement

Defer

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 Articles 9 and 29 be entitled to return to the same or comparable position with the **Employer** ~~School Board~~.

ARTICLE 45: SUCCESSOR RIGHTS

45.01 In the event that ~~a School Board~~ **an Employer** absorbs another **Employer** ~~School Board~~ or part of another **Employer** ~~School Board~~, or two (2) **Employers** ~~School Boards~~ join to form one (1) **Employer** ~~Board~~, the teachers so affected will, subject to Article 9, continue employment in the same position within the successor **Employer** ~~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 **Employer** ~~Board~~ will retain tenure.

(b) Notwithstanding Article 7, teachers in the first year of a two-year probationary period who move to the succeeding **Employer** ~~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 **Employer** ~~Board~~ shall have tenure.

(c) Notwithstanding Clause 9.01, all teachers moving to the succeeding **Employer** ~~Board~~ shall, for seniority purposes retain their years of service which they had to their credit with the previous **Employer** ~~Board~~.

ARTICLE 46: TEACHER EXCHANGE AND SECONDMENT

A. Exchange Within the **Employer** ~~Board~~

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

A. Exchange Within the **Employer** ~~Board~~

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

B. Exchange Between **Employers** ~~School Boards~~

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

~~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 Early Childhood Development** and Memorial University of Newfoundland may second teachers under the following conditions:

(a) With the mutual consent of the teachers and the **Employers** ~~Board(s)~~ involved.

(b) The teacher shall remain in the employ of the **Employer** ~~School Board~~ and, where they are required to be in attendance for the normal working days of the seconding department or agency:

46.04 Subject to Clause 9.01, teachers so exchanged or seconded will retain their seniority with the **Employer** ~~Board~~ from which they exchanged or seconded.

46.05 Subject to Clause 9.01, the years of service with the **Employer** ~~Board~~ to which the teacher has exchanged or seconded shall be counted as years of service for seniority with the **Employer** ~~Board~~ from which they exchanged or seconded.

46.06 (a) Subject to Articles 9 and 29, 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 **Employer** ~~School Board~~ that the teacher return to a particular position.

(b) Subject to Article 9, a teacher whose period of exchange or secondment commences and terminates during the same school year shall be returned to the same position held prior to the exchange or secondment unless it is mutually agreed between the teacher and the **Employer** ~~School Board~~ that the teacher return to a particular position.

ARTICLE 47: ADMINISTRATION OF MEDICATION AND HEALTH SUPPORT PROCEDURES

47.01 **Student-specific health support procedures, including the administration of medication, should be carried out in school only when necessary. Whenever possible, arrangements should be made for such procedures to be carried out outside of school hours.** ~~All School Boards shall develop and maintain policies relating to~~ **Teachers shall only be asked to carry out such health support procedures if the procedure can safely and reasonably be administered by a lay person with no or limited training.** ~~the administration of medication, medical procedures, and physical procedures for/to students. Such policy shall be available to all teachers.~~

47.02 Subject to Clause 47.01, where students routinely require student specific health support and/or personal care procedures to be carried out during school hours, responsibility for such procedures shall first be assigned to student assistants.

47.03 Subject to Clause 47.01, the Employer shall provide appropriate training during regular school hours for all teachers who may be required to carry out required student-specific health support procedures.

ARTICLE 49: SUBSTITUTE TEACHERS

49.03 Substitute teachers shall be paid for a maximum of paid holidays designated by the **Employer** ~~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

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 **Employer** ~~School Board~~.

49.06

(b) Subject to Clause 49.08, substitute teachers shall be paid for sick leave approved in accordance with the Collective Agreement subject to the following conditions:

(i) the substitute teacher is under contract with **an Employer** ~~a School Board or the Department of Education~~;

ARTICLE 50: ALLOWANCES

50.01 The allowances for principals, vice-principals, program specialists, department heads, school counsellors, **school** ~~educational~~ psychologists, specialist teachers under Clause 50.07(a), and sole charge teachers shall be based on the formulae outlined in Schedule C.

50.01 The allowances for principals, vice-principals, program specialists, department heads, school counsellors, ~~educational~~ **school** psychologists, specialist teachers under Clause 50.07(a), and sole charge teachers shall be based on the formulae outlined in Schedule C.

50.02 The allowance provided for every department head shall only be paid if:

(c) The teacher designated as the department head for student support services is in a school with an enrollment that exceeds two hundred and forty-nine (249) students as of September 30, and

(i) ...

(ii) The teacher holds a bachelor's degree in special education or equivalent as determined by the **Employer** ~~Board~~.

50.04 (a) An allowance paid to a principal, vice-principal, program specialist, **school** ~~educational~~ psychologist or school counsellor shall be calculated on the enrolment for the current school year, except where it is to the advantage of such teacher to use the previous year's enrolment, in which case, if any decrease in enrolment is the result of natural causes and not administrative changes such allowance may be calculated on the enrolment for the previous year as reported in part one of the Annual General Return.

50.04 (a) An allowance paid to a principal, vice-principal, program specialist, ~~educational~~ **school** psychologist or school counsellor shall be calculated on the enrolment for the current school year, except where it is to the advantage of such teacher to use the previous year's enrolment, in which case, if any decrease in enrolment is the result of natural causes and not administrative

changes such allowance may be calculated on the enrolment for the previous year as reported in part one of the Annual General Return.

50.05 ~~(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.~~

Renumbering as necessary

(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~~ **hourly** allowance at the rate of ~~1/195~~ **1/975** principal's allowance.

(c) In the event that the vice-principal is absent from the school, or **is** 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~~ **hourly** allowance at the rate of ~~1/195~~ **1/975** vice-principal's allowance.

50.06 (c) ~~An~~ **school** ~~educational~~ psychologist who is a part-time teacher shall be paid an allowance in accordance with Schedule H of this Agreement.

50.06 (c) ~~An educational~~ **school** psychologist who is a part-time teacher shall be paid an allowance in accordance with Schedule H of this Agreement.

ARTICLE 51: DEFERRED SALARY LEAVE PLAN

51.01 Eligibility

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

51.01 Eligibility

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

51.02 Application

(a) A teacher must make written application to the ~~Director or Superintendent~~ **Assistant Deputy Minister, Education Operations Branch or Direction Générale de l'Éducation** on or before April 30, requesting permission to participate in the Plan.

(a) A teacher must make written application to the **Direction générale de l'education** ~~Director~~ or **the** Superintendent **of Schools** on or before April 30, requesting permission to participate in the Plan.

(c) Approval of individual requests to participate in the Plan shall rest solely with the **Employer** ~~School Board~~.

(c) Approval of individual requests to participate in the Plan shall rest solely with the **Employer** ~~School Board~~.

(d) In the event that a teacher, while on deferred salary leave, enters into employment with another **Employer** ~~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.

(d) In the event that a teacher, while on deferred salary leave, enters into employment with another **Employer listed in Schedule A** ~~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

(a) (iv) The ~~Board~~ **Employer** will bear the administrative expenses of the Plan.

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

51.04 Terms of Reference

(a) (i) 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 **Employer** ~~School Board~~ that the teacher return to a particular position.

(c) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the **Employer** ~~Board~~ may defer the year of leave. In this instance, a teacher may choose to remain in the Plan or they 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.

(i) A teacher participating in the Plan who is subsequently employed by another **Employer** ~~School Board~~, shall make the employing **Employer** ~~School Board~~ aware of their participation in the Plan, otherwise the leave shall not be binding on the employing **Employer** ~~School Board~~.

(i) A teacher participating in the Plan who is subsequently employed by another **Employer listed in Schedule A** ~~School Board~~, shall make the **new Employer** ~~employing School Board~~ aware of their participation in the Plan, otherwise the leave shall not be binding on the **new Employer** ~~employing School Board~~.

ARTICLE 52: DISTRIBUTION OF WORK

52.02 During the term of this Agreement, ~~neither Government nor~~ **an Employer** ~~any School Board~~ shall **not** eliminate existing classifications covered by this Agreement.

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 **Employers** ~~School Boards~~ or reassignment due to redundancy shall, on the submission of a certified statement of expenses, be compensated as follows:

(c) (ii) Hotel accommodations and meals approved in advance by the **Employer** ~~School Board~~ for a teacher and their dependents for a consecutive period not exceeding fourteen (14) calendar days. With respect to claims for meals, a teacher may be reimbursed as follows:

ARTICLE 54: POSITION SHARING

54.02 Any full-time tenured teacher in the employ of the **Employer** ~~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 **Employer** ~~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 **Employer** ~~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) …

ARTICLE 56: REDUNDANCY PROVISIONS

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

continuing contract and who are reassigned, because of redundancy, to a position that does not have an allowance payable in respect thereof, shall have the allowance reduced annually in equal amounts such that the allowance is eliminated by the end of five (5) years. Teachers who are reassigned to a position with a lower allowance shall have the difference between the higher and lower allowance reduced in the same manner.

ARTICLE 58: HARASSMENT

58.01 The ~~Boards~~ **Employers** and the Association recognize the right of all teachers to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take reasonable steps to ensure that the harassment stops and that individuals who engage in such behaviour are dealt with appropriately and/or disciplined. The Employer and the Association agree that victims of harassment shall be supported, and protected, where possible, from the repercussions which may result from a complaint.

ARTICLE 59: VIOLENCE AND ABUSE

59.01 (a) The Employers and the Union recognize the right of teachers to work in an environment free from workplace violence and/or abuse and shall work together to ensure that violence and abuse are actively discouraged. If workplace violence or abuse of a teacher has taken place, the Employer shall make every effort to ensure that the workplace violence or abuse ceases and teachers are supported, including:

(i) Investigating all reported incidents of violence or abuse against teachers as quickly and confidentially as possible.

(ii) Taking corrective action up to, and including, removal of the student from the classroom setting, or other individuals from school premises for an appropriate period

(iii) Advising individuals engaging in such behavior against teachers that such behavior is not acceptable in schools and that the behavior must cease. The Employer agrees to make every effort to make first contact with such individuals within two (2) working days of being advised of the incident.

(iv) Communicating in writing with teachers who are victims of violence or abuse, in a specific and detailed fashion, regarding the steps taken by the Employer in response to the incident

(v) Developing or reviewing risk assessments and considering any teacher feedback regarding appropriate responses to the incident;

(vi) Providing appropriate crisis response and debriefing to affected teachers.

(vii) Making every effort to take available steps to have any offending communications removed from public access.

(viii) Sending written correspondence and, if possible, having in person meetings with individuals engaging in such behavior against teachers, to communicate the unacceptableness of their behavior.

(ix) Maintaining and funding, in a manner consistent with privacy legislation, video cameras in hallways, parking lots, and other communal areas of schools.

(x) Reviewing the physical environment of the school;

(xi) Reviewing student programming and response protocols;

(xii) Providing appropriate training to teachers;

(xiii) Consulting, in a manner consistent with privacy legislation, any other relevant professionals involved in the student's care;

(xiv) Providing sufficient allocations of personnel;

(xv) In cases of violence, providing personal protective equipment to teachers in a timely fashion.

(b) The parties further agree that other steps may be required to address violence and abuse, depending on the circumstances of a particular incident.

59.02 (a) The parties acknowledge and agree that investigating and addressing acts of violence and abuse against teachers is essential to educational achievement and a positive school climate.

(b) The Employers shall have and implement policies regarding school violence and dealing with individuals who have exhibited violent and abusive behavior against teachers. In reviewing these policies every two years, the Employers will seek input from the Association, school administrators and other personnel who are deemed to have a legitimate role in prevention, intervention and assessment activities.

(c) Within six months of the signing date of this Agreement, the parties will form a taskforce, with equal representation from Employers and the Association, to develop procedures for investigating and addressing violence and abuse against teachers. The taskforce shall address, at minimum, consistent procedures for response, mandatory prompt and efficient reporting of incidents, collection of relevant information, and appropriate follow up to such reports. It is understood that the Employers may invite other stakeholders to the table, to have representation that will promote an inclusive approach. A report, with recommendations, shall be provided within one year of the formation of the taskforce.

(d) The Employers shall provide training to teachers regarding violence and abuse prevention, and applicable policies, procedures and legislation. The Employers will seek input from the Association, school administrators and other personnel who are deemed to have a legitimate role in violence and abuse prevention, intervention and assessment activities.

59.03 An employer shall inform teachers, in writing, who may be exposed to the risk of violence of the nature of the risk and the precautions that may be taken.

SCHEDULE A
~~SCHOOL BOARDS~~ EMPLOYERS PARTY TO THIS AGREEMENT:

~~The Newfoundland and Labrador English School District~~

Government of Newfoundland and Labrador

Conseil Scolaire Francophone Provincial de Terre-Neuve-et-Labrador

SCHEDULE A
~~SCHOOL BOARDS~~ EMPLOYERS PARTY TO THIS AGREEMENT:

~~Newfoundland and Labrador English School District~~

The Department of Education and Early Childhood Development (NLSchools)

Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador

SCHEDULE B
SUBSTITUTE TEACHER SALARY SCALE

The Association reserves the right to submit a proposal regarding increases to teacher salaries plus COLA as per Article 21.

SCHEDULE B
SUBSTITUTE TEACHER SALARY SCALE

Defer

SCHEDULE C
ANNUAL SALARY SCALE

The Association reserves the right to submit a proposal regarding increases to teacher salaries plus COLA as per Article 21.

SCHEDULE C
ANNUAL SALARY SCALE

Defer

SCHEDULE C
ALLOWANCES PER ANNUM

The Association reserves the right to submit a proposal regarding increases to allowances per annum plus COLA in accordance with Article 21.

SCHEDULE G
MEMORANDUM OF UNDERSTANDING RE SCHOOLS ACT

It is not Government's intent to revise the *Schools Act, **1997*** 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, **1997*** 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 ***Teachers' Collective Bargaining Act*** ~~Newfoundland Teacher (Collective Bargaining) Act~~.

SCHEDULE H
MEMORANDUM OF UNDERSTANDING RE PART-TIME SCHOOL COUNSELLORS AND PART-TIME <u>SCHOOL</u> ~~EDUCATIONAL~~ PSYCHOLOGISTS

The parties to the Collective Agreement agree as follows:

1. "Allowance" means the allowances payable school counsellors and school ~~educational~~ psychologists set out in Schedule C of the Collective Agreement.

2. Effective September 1, 1987, school counsellors shall be paid allowances in proportion to the percentage of assigned time spent on school counselling in accordance with the following table:

Percentage of Assigned Time Spent Counselling	**Percentage of Allowance**
Less than 40	No Allowance
40 - 55	55
56 - 65	65
66 - 75	75
76 -100	100

3. Assigned time spent on school counselling activities shall include both individual and group counselling activities, but shall not include scheduled teaching of credit courses, including school counselling courses which are credited for grade placement.

4. Effective September 1, 2008 **school** ~~educational~~ psychologists shall be paid allowances in proportion to the percentage of time spent on assigned duties related to **school** ~~educational~~ psychology in accordance with the following table:

Percentage of Assigned Time Spent on <u>School</u> ~~Educational~~ Psychology Duties	**Percentage of Allowance**
Less than 40	No allowance
40 - 55	55
56 - 65	65
66 - 75	75
76 - 100	100

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

The parties to the Collective Agreement agree as follows:

1. "Allowance" means the allowances payable school counsellors and ~~educational~~ school psychologists set out in Schedule C of the Collective Agreement.

2. Effective September 1, 1987, school counsellors shall be paid allowances in proportion to the percentage of assigned time spent on school counselling in accordance with the following table:

Percentage of Assigned Time Spent Counselling	**Percentage of Allowance**
Less than 40	No Allowance
40 - 55	55
56 - 65	65
66 - 75	75
76 -100	100

3. Assigned time spent on school counselling activities shall include both individual and group counselling activities, but shall not include scheduled teaching of credit courses, including school 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 school ~~educational~~ psychology in accordance with the following table:

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

SCHEDULE I
LABRADOR BENEFITS AGREEMENT

Update to reflect current Labrador Benefits Agreement

SCHEDULE I
LABRADOR BENEFITS AGREEMENT

Update to the 2022-2026 Labrador Benefits Agreement

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

The Association reserves the right to submit proposals for amendments connected with the Association's Article 26 proposals.

SCHEDULE M
MEMORANDUM OF UNDERSTANDING RE RETROACTIVITY

The Association reserves the right to submit a proposal in relation to retroactivity.

SCHEDULE N
MEMORANDUM OF UNDERSTANDING RE TEACHING AND LEARNING ASSISTANTS

2. It is understood and agreed by the parties that teachers holding Certificate IV or higher are eligible for Teaching and Learning Assistant positions. ~~It is also understood and agreed that a teacher who is working on a full-time basis as a Teaching and Learning Assistant will not be eligible for substitute, term and replacement teaching positions during the term of their contract. It is further understood and agreed by the parties that a teacher who is contracted for a substitute, term or replacement Teaching and Learning Assistant position shall not be eligible for a substitute, term or replacement teaching position during the term of the paid substitute, term and replacement contract periods.~~

SCHEDULE N
MEMORANDUM OF UNDERSTANDING RE TEACHING AND LEARNING ASSISTANTS

3. It is understood and agreed by the parties that all Articles, Clauses, Letters, Schedules, Memorandums of Agreement, and interpretations of this Collective Agreement shall apply to teachers employed in Teaching and Learning Assistant positions unless otherwise specifically exempted, amended or clarified herein as follows:

    (a) unless otherwise specifically exempted, amended or clarified herein, the use of the terms "teacher" or "teachers" in the Agreement includes teachers employed in Teaching and Learning Assistant positions;

    (b) the following provisions of this Collective Agreement are not applicable to teachers in teaching and learning assistant positions: Clauses 6.05, 6.06, ~~6.08,~~ 6.10, 6.11, 7.01, 7.02, 7.03, 7.04, 7.09, 9.02, 9.04, 9.10(a), 9.12, 9.17, 29.01, and 33.03~~; Article 20~~.

Letter #1 - Attendance at Meetings

Renew

To be reviewed

Letter #2 - Instruction Time

Renew

To be reviewed

Letter #3 - Pensionable Service During A Legal Work Stoppage

Renew and reflect date of signing of new Agreement

To be reviewed

Letter #4 - Emergency Supply

Renew and amend

I wish to confirm to you the procedure which the Department will follow in the granting of permission for **Employers** ~~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 **Employers** ~~Boards~~ to use emergency supply teachers as substitutes, our letter of approval to the **Employers** ~~Boards~~ will contain clear instructions as to the manner in which the authority may be actioned. Specifically, we will make sure that **Employers** ~~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.

To be reviewed

Letter #5 - Interpretation of Articles 9 and 13

Renew

To be reviewed

Letter #6 - Length of Primary Day

Renew and amend

It is understood and agreed by the parties that, notwithstanding Schedule D, **Employers** ~~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 **Employers** ~~School Boards~~ agree that, effective September 1, 2002, the length of the instructional day for all students in Kindergarten and Grades 1 - 3 in all schools in the province shall be established at a maximum of five (5) hours calculated in accordance with Letter #2 - Instruction Time (insert p. * when formatted) of this Agreement; that is, all scheduled class activities, excluding recess periods, shall be included in the calculation.

To be reviewed

Letter #7 - Letter of Understanding Re: Market Adjustment

Renew and amend

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. **Further, if teachers in a school are provided monetary recruitment bonuses, the existing teachers in that school shall be provided with equivalent monetary retention bonuses.**

The parties shall meet within 120 days of signing to develop a framework for the provision of benefits in such cases.

To be reviewed

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

Renew and amend

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

To be reviewed

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

Renew and amend

The Association reserves the right to submit proposals for amendments consistent with the Association's Article 26 proposals.

Re: Employer Cost Sharing for Post Employment NLTA Group Insurance Premiums

The parties hereby confirm and acknowledge that:

3. Notwithstanding clause 2 above, former employees with service prior to March 31, 2020 who are hired subsequent to March 31, 2020 by another **Employer** ~~School Board~~ or the same **Employer** ~~School Board~~ within one hundred and twenty (120) calendar days of resignation, retirement or termination shall not be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.

To be reviewed

Letter #10 - Letter of Understanding Re: Employer Housing

Renew

To be reviewed

Letter #11 - Recruitment and Retention Committee

Renew and amend

There shall be a **Standing** Committee established within 120 days of the signing of this Agreement for the purpose of investigating **and proposing solutions** related to the recruitment and retention of teachers and substitute teachers. The Committee shall have representation from the Newfoundland and Labrador Teachers' Association **and Employers**~~, Department of Education and school districts~~. The Committee shall report on these issues ~~not later than one (1) year after the establishment of the Committee~~ **annually**.

To be reviewed

Letter #12 - Access to Leave Accruals

To be reviewed

Letter #13 - TARC Report Committee

Reserve the right to propose renewal

To be reviewed

Letter #14 - Responsive Teaching and Learning Model Committee

To be reviewed

Letter #15 - National Day For Truth and Reconciliation

Renew

To be reviewed

Letter #16 - Other Post-Employment Benefits

To be reviewed

(NEW LETTER) Letter #17 - Cost Sharing for French Translation

Date

Darlene Johnson
Lead Negotiator
Newfoundland and Labrador Teachers' Association
3 Kenmount Road
St. John's, NL
A1B 1W1

Dear Ms. Johnson:

The Parties recognize that the language of operation of the Conseil scolaire francophone provincial de Terre-Neuve-et-Labrador shall be French. The Parties agree that the Employer and the Association shall each be responsible for fifty (50%) of the costs of translating the Collective Agreement from English to French.

Sincerely,
Andréa Kelly
Lead Negotiator

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

The Association reserves the right to submit a proposal regarding the continuation and content of this MOU.



26-032 Nov 2026