

***NAPE***



**COLLECTIVE AGREEMENT**

between

**ST. JOHN'S INDEPENDENT SCHOOL INC.  
(Lakecrest)**

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION  
OF PUBLIC AND PRIVATE EMPLOYEES**

February 8, 2022 to August 21, 2025

THIS AGREEMENT made on the 8<sup>th</sup> day of February, 2022.

BETWEEN

ST. JOHN'S INDEPENDENT SCHOOL INC.

of the one part.

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES;

of the other part.

THIS AGREEMENT WITNESSETH that for and in consideration of the premises, covenants, conditions, stipulations, and provisos herein contained, and the parties hereto agree as follows:

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ARTICLE 1 PREAMBLE

- 1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships among the School, the Teachers and the Union (all as defined in clause 3:01) and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, Teacher benefits and general working conditions affecting Teachers covered by this Agreement.
- 1:02 In the event that there is a conflict between this Agreement and any regulations or policies made by the School, this Agreement shall take precedence over the said regulations or policy.

ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 The Union recognizes and acknowledges that the supervision, management and control of the School and direction of the working force are the exclusive right of the School except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 3 DEFINITIONS

- 3:01 For the purpose of these conditions:
- (a) "Arbitrator" means the arbitrator appointed in accordance with Article 9.
  - (b) "Day" means a working day unless otherwise specified.
  - (c) "Full-time Teacher" means a person who is regularly employed to work the number of working hours in each working day without reference to any specified date of termination of service.
  - (d) "Head of School" means the principal administrator of the School, as designated by, and reporting to the School's board of directors.
  - (e) "Leave of absence" means absence from duty with the permission of the School.
  - (f) "Notice" means notice in writing which is hand delivered or delivered by registered mail.

- (g) "Part-time Teacher" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (h) "Permanent Teacher" means a person who is employed as a full-time or part-time teacher with the School without reference to any specific date of termination of service and who has completed his or her probationary period as prescribed in Article 13:01(a).
- (i) "Probationary Teacher" means a full-time or part-time teacher who has worked less than the prescribed probationary period as prescribed in Article 13:01(a). Temporary teachers are not considered probationary teachers.
- (j) "Salary" shall mean the remuneration that a Teacher shall receive and shall include allowances where appropriate.
- (k) "School" means the St. John's Independent School Inc.
- (l) "Teacher" means a person employed in the categories of employment contained in the bargaining unit.
- (m) "Temporary Teacher" means a person who is employed under a Term Contract in accordance with Article 8.
- (n) "Term Contract" is a contract for a specific period or for the purpose of performing specific work in accordance with Article 8.
- (o) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- \* (p) "Vacancy" means an opening in a permanent, term or temporary position in respect of which there is no employee eligible for recall.

3:02           Wherever the masculine gender appears in this Agreement, it shall be interpreted to also include the feminine gender.

ARTICLE 4   RECOGNITION

4:01           The School recognizes the Union as the sole and exclusive bargaining agent for all Teachers.

- 4:02 School employees who are not members of the bargaining unit shall not perform any regular curriculum teaching activities which are established by this Agreement save and except the Head of School and volunteers who assist in teaching activities under the direction of the Teachers. Volunteers working in this manner will not cause a reduction in bargaining unit Teachers.
- 4:03 No Teacher shall be required or permitted to make a written or verbal agreement with the School or his/her representative which may conflict with the terms of this Agreement.
- 4:04 The parties hereto agree not to discriminate against any Teacher because of race, colour, creed, sex, national origin, Union membership, age, political or religious affiliation, mental or physical disability, marital status, sexual orientation or Union activity.
- 4:05 The School recognizes the right of the Teachers to elect a Shop Steward and an alternate as a representative of the Union and the Teachers on matters respecting the processing of grievances and other related matters under the terms of this Agreement.
- 4:06 The School shall provide bulletin board facilities for the exclusive use of the Union, in the faculty and staff lounge. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.
- 4:07 Teachers shall have the right at any time to have the assistance of a Union representative or Shop Steward on all matters relating to employer/employee relationships. Union representative(s) shall have access to the School in order to provide the required assistance. Teachers involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from the Head of School, and such permission will not be unreasonably withheld. Teachers shall suffer no loss of pay while participating in the grievance or arbitration process. Permission to hold meetings on the premises shall in each case be obtained from the Head of School and such meetings shall not interfere with the operations of the School. Permission to hold such meetings will not be unreasonably withheld.
- 4:08 Notwithstanding anything contained in this Agreement, a Teacher may present a personal complaint to the Head of School.

ARTICLE 5 UNION SECURITY

5:01 All Teachers within the bargaining unit shall become and remain members in good standing of the Union as a condition of employment. Any new Teachers within the scope of the bargaining unit shall, as a condition of employment, become members in good standing at the commencement of their employment. Upon employment, a Teacher shall be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification; and
- (c) terms and conditions of employment;

and where copies of this Agreement have been provided to the School by the Union, the Teacher shall receive a copy.

5:02 The School agrees to acquaint new Teachers with the fact that this Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

ARTICLE 6 DUES CHECKOFF

6:01 Based on the written authorization from the Union, the School shall deduct from the salary or wages of all Teachers within the bargaining unit the amount of membership dues and forward same monthly to the Union accompanied by a list of Teachers showing:

- (a) the contributions of each;
- (b) the Teacher's full name and classification and employee number; and
- (c) changes from the previous list, e.g. additions, Teacher status, layoff, resigned, promoted outside the bargaining unit, etc.

ARTICLE 7 CONTRACTING OUT

7:01 The School shall not contract out bargaining unit work.

ARTICLE 8 TERM CONTRACTS

8:01 The School may enter into a Term Contract with a Temporary Teacher when:

- (a) The Temporary Teacher is replacing a Teacher who has been granted leave, with or without pay, or who is absent on sick leave;
- \* (b) The Temporary Teacher is hired to fill, for the balance of that school year, a Vacancy which occurs after August 1<sup>st</sup> of that school year;
- (c) The Temporary Teacher is hired to fill, for the balance of that school year, a position which is allocated as an additional unit by the School, after September 1<sup>st</sup> of that school year; or
- (d) The Temporary Teacher is hired to fill a position left vacant because of the unavailability of a teacher who is qualified in the position advertised.

8:02 Temporary Teachers dismissed for reasons of incompetence or unsuitability will not be entitled to access to the grievance and arbitration procedures for the purpose of contesting the dismissal.

8:03 A Temporary Teacher does not accumulate seniority during a Term Contract(s), however, if a Temporary Teacher is offered a Full-time Teacher or Part-time Teacher position, the entire amount of time served as a Temporary Teacher within the previous five (5) years shall be counted toward the probationary period in accordance with Article 13:01(a). The years worked as a Temporary Teacher need not be consecutive.

8:04 Term Contracts for substitute and/or temporary positions known or expected to last longer than four (4) months duration shall be advertised in accordance with Article 15:01.

ARTICLE 9 GRIEVANCE PROCEDURE

9:01 A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of this Agreement.

9:02 Grievances shall be processed in the following manner:

Step 1

The aggrieved Teacher shall present his/her grievance orally or in writing to



the Head of School. He/she shall have the assistance of a Shop Steward if he/she so desires. The Head of School shall give his/her decision within ten (10) working days following the presentation of the grievance to him/her. If the Head of School's decision is not satisfactory to the Teacher concerned, the grievance shall be presented to Step 2.

### Step 2

Within ten (10) working days after the decision is given at Step 1, the aggrieved Teacher may, with or without the Shop Steward, present the grievance to the Chair and Vice-Chair of the Board of Directors of the School or designate(s) who shall after having heard representations from the parties, render their decision in writing within five (5) working days.

### Step 3

If final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party to an Arbitrator as provided in Article 9 below at any time within thirty (30) calendar days after the decision is given under Step 2 and if no such written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned.

- 9:03 Notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory. Failure by the Union to meet same shall be fatal to the grievance. If the School fails to meet the time limits so fixed by this Article, then the grievance shall be deemed to be upheld and the redress sought implemented.
- 9:04 A Union, or policy grievance, may be filed at Step 2.
- 9:05 The School shall supply the necessary facilities for the grievance meeting.
- 9:06 No grievances shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error, or by the inadvertent omission of a step in the grievance procedure.
- 9:07 The time limits specified in this Article may be extended in writing by mutual consent.
- 9:08 When a grievance is processed through the mail, all correspondence shall be registered or certified. The time during which the mail is moving from the sender to the recipient shall not be considered in the grievance procedure time limits.

9:09 The grievance process provided for in this Article shall also be available to the School. The School may submit grievances in the first instance at Step 2 of the grievance procedure, above, to the Union President. The provincial Union President shall render his/her decision within ten (10) calendar days of receipt of the School's grievance. If the matter is not resolved, either party may refer the matter to arbitration within fifteen (15) calendar days of the provincial Union President's decision.

#### ARTICLE 10 ARBITRATION

10:01 The Arbitrator shall be mutually chosen by the Union and the School to hear any grievance which has been referred to arbitration pursuant to this Agreement.

10:02 Both parties to a grievance shall be afforded the opportunity of presenting the evidence and argument thereon and may employ counsel or any other person for this purpose. All grievances which are referred to arbitration shall be scheduled to be heard by an arbitrator in accordance with this Article 9 within six (6) months from the date of the grievance, unless mutually agreed otherwise.

10:03 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitrator may proceed as if the party had been present or represented.

10:04 The decision of the Arbitrator, constituted in the above manner, shall be final and binding on both parties.

10:05 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. Subject however to the foregoing, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

10:06 Each of the parties to this Agreement will share equally the expenses of the Arbitrator appointed.

10:07 The Arbitrator may not alter, modify or amend any provision(s) of this Agreement but shall have the power to set aside a decision of the School and to modify a disciplinary measure imposed by the School.

- 10:08 Subject to Articles 8:02 and 13:01(b), in cases of dismissal and suspension, the Teacher shall have recourse to the Grievance and Arbitration Procedures.
- 10:09 Either party may, within seven (7) days after receipt of the report of the Arbitrator, request the Arbitrator to reconvene for the purpose of clarifying its decision.
- 10:10 At any stage of the Grievance or Arbitration Procedures, the parties shall have the assistance of any Teacher(s) concerned as witnesses and any other witness. Teachers who are called as witnesses and appear before an Arbitrator established in accordance with this Article shall suffer no loss of pay or benefits for the time spent at the arbitration hearing.

#### ARTICLE 11 HUMAN RESOURCES COMMITTEE

- 11:01 A Labour Management Committee (in this Article, the "Committee") shall be established consisting of two (2) representatives from each of the Union and the School. The numbers may be increased by mutual agreement between the parties. The Committee shall meet at the call of the Head of School upon the request of any Committee member, at a mutually agreeable time and place. The Committee shall concern itself with any matters of general interest concerning the working conditions affecting Teachers. The Committee may make recommendations to the Union and the School with respect to its discussions and conclusions; however it does not have the power to bind either the Union or the School to any decisions. The Committee shall not discuss grievances, issues governed by the collective agreement or the state of collective bargaining between the parties and shall provide minutes of each meeting within five (5) school days to the Teachers.

#### ARTICLE 12 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

- 12:01 In the event the School is closed due to adverse weather prior to the start of the School day or part way through the day, Teachers shall suffer no loss in pay or other benefits.

#### ARTICLE 13 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

- 13:01 (a) The probationary period shall be two (2) years for all Probationary Teachers.

- (b) Probationary Teachers dismissed for reasons of incompetence or unsuitability will not be entitled to access to the grievance and arbitration procedures for the purposes of contesting the dismissal.
- (c) A Probationary Teacher who leaves the School at the end of a probationary period shall be advised in writing by the Head of School as to whether the Teacher has completed his/her probationary period.
- (d) Probationary Teachers will be given an opportunity to demonstrate improvement in areas identified by the Head of School during the evaluation process.
- (e) The results of probationary evaluations shall be made known to the Probationary Teacher concerned and where such an evaluation results in a written report, one shall be provided to the Probationary Teacher concerned.
- (f) A Probationary Teacher does not accumulate seniority during the probationary period, but a Probationary Teacher who continues his or her employment with the School at the completion of the probationary period will be credited with seniority dating back to the date of hired for all hours worked.

13:02 Unjust Suspension or Discharge

Should it be found following a grievance that a Teacher has been unjustly suspended or discharged, the Teacher shall be immediately re-instated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to an Arbitrator.

13:03 Where a Teacher is required to attend a meeting with School representatives which concerns any reprimand, adverse report, warning, suspension or discharge, the School shall advise the Teacher in advance that he/she has a right to be accompanied by a Shop Steward, as well as the general purpose of the meeting.

13:04 Adverse Report

The School shall meet with a Teacher to advise him/her of any complaint or dissatisfaction regarding the Teacher's work within five (5) days of the

School's discovery of the alleged occurrence giving rise to the complaint. The School shall conduct an investigation into the complaint within fifteen (15) days, or such longer period as may be agreed by the parties in writing, and advise the Teacher in writing of any disciplinary action to be taken. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time.

Any reprimand or warning given in writing and becoming part of a Teacher's personal file shall be removed and destroyed after eighteen (18) months have elapsed, provided there has not been a recurrence of a similar incident and no other written warning or reprimand related to the same or similar issues has been given during that period.

13:05

Personal Files

- (a) A copy of any document placed on a Teacher's personal file which might at any time be used against a Teacher in any case of suspension, dismissal or disciplinary action, shall be supplied concurrently to the Teacher. The School may ask the Teacher to sign any such documents, however the Teacher's signature shall not be construed to mean agreement with the contents of the documents, but rather merely receipt of same.
- (b) Proper security shall be maintained on Teacher personal files. The files may be viewed by only the School 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 Head of School and Teacher. A copy of such written consent shall be provided concurrently to the Teacher.
- (c) The personal file of a Teacher may be inspected by the Teacher at any reasonable time and if so desired, the Teacher may be accompanied by a representative of the Union.

13:06

Justice and Dignity Provision

If, upon investigation, the School feels that disciplinary action is necessary, such action shall be taken based on this Agreement. In situations where the School is unable to investigate the matter to its satisfaction, or where the School requires additional time to investigate, but feels the Teacher should be removed from his/her place of employment, it shall be with pay.

ARTICLE 14 SENIORITY

14:01 Seniority Defined

Subject to Clause 13:04, seniority is defined as length of service with the School, excluding overtime, expressed in years of work to two (2) decimal points. Seniority shall, subject to Articles 8:03 and 13:01(f) operate on a bargaining unit wide basis.

14:02 Seniority Lists

The School shall maintain a seniority list showing the name of each Teacher, the date upon which the Teacher's service commenced and the Teacher's total seniority expressed as years worked to two (2) decimal points. An up-to-date seniority list shall be sent to the Union and delivered to each Teacher in January of each year.

14:03 The Teacher shall have a period of thirty (30) days from the time of delivery of the seniority list to the Union in which to protest an omission or an alleged incorrect item on any seniority list provided such error or omission represents a change from the previous list. For Teachers absent from the School when the seniority list is provided due to sickness, leave of absence, or any other reason, such period in which to protest shall start from the date of his/her return to work.

14:04 Loss of Seniority

A Teacher shall lose his/her seniority in the event that:

- (a) he/she is discharged for just cause and is not re-instated by an Arbitrator or under the grievance procedure;
- (b) he/she resigns in writing;
- (c) he/she is on layoff and fails to return to work within ten (10) working days following a notice of recall by registered mail, except when such failure is caused by sickness or by other just cause. It shall be the responsibility of the Teacher to keep the Head of School informed, in writing, of his/her current address. A Teacher who is recalled for casual work at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the School for the duration of the recall period. Upon receipt of notice of recall, the Teacher shall, within four (4) working days, notify the Head of School whether or not he/she will return to work; or

- (d) he/she is laid off or on leave without pay for a period longer than twenty-four (24) months.

Teachers shall have the right to refuse recall into a lower paying position or a position with fewer hours than his/her own without loss of seniority.

14:05 Unless otherwise stipulated in this Agreement, Teachers shall accumulate seniority in the following cases:

- (1) annual leave
- (2) discretionary days
- (3) special paid leave
- (4) maternity/adoption leave
- (5) while on Workers' Compensation
- (6) jury/witness duty
- (7) unpaid leave
- (8) education leave

14:06 No Teacher shall be transferred to a position outside the bargaining unit without his/her consent. Once transferred to a position outside the bargaining unit, he/she shall retain all previous seniority but will not accumulate any additional seniority for the time outside the bargaining unit. After a period of two (2) years outside the bargaining unit, he/she must return to his/her previous bargaining unit position or forfeit all bargaining unit rights.

14.07 \* Notwithstanding anything in this section, a Teacher shall not lose their seniority, and shall continue to accrue seniority in the ordinary course, in the event they are on leave to act as Head of School, subject to a maximum leave of three (3) years.

## ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15:01 Job Postings

- \* (a) Both parties recognize the principle of promotion from within the service of the School and that, in principle, job opportunity should increase in proportion to ability and seniority.

When a Vacancy occurs or a new position is created in the bargaining unit, the Head of School shall post a notice of the position on the Union bulletin board in the Teachers' staff room for a period of not less than ten (10) calendar days. Copies of all postings are to

be posted on the school website, emailed to the Secretary of the Local and mailed to all Teachers on layoff status. Notices of new positions shall contain the following information - title of position, required knowledge and education, skills, wage or salary rate or range.

- \* (b) Probationary employees and employees on term contracts will be considered as internal candidates for job postings.

15:02 In filling a teaching position, the School will select the successful applicant based on the following criteria in the following order of importance:

- (a) qualifications (based on the teaching certificate and university transcript, detailing courses taken and grades received);
- (b) experience and suitability in the area required; and
- (c) seniority.

Where for each of (a) and (b) the applicants are relatively equal, seniority will govern. Notwithstanding the above, applicants with seniority shall be given priority over external applicants.

15:03 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for two (2) months. The School shall confirm the Teacher's appointment after the trial period of two (2) months, unless the School deems the Teacher's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position during the trial period, he/she shall be returned to his/her former position without loss of seniority. Any other Teacher promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position without loss of seniority. The parties may mutually agree in writing to extend the trial period. Where the School and the Union agree, the Teacher may revert to his/her former position prior to the completion of the trial period.

15:04 On-The-Job Training

The School recognizes the desirability of on-the-job training opportunities for Teachers and agrees to inaugurate and maintain a program that provides such training opportunities. Teachers participating in such training will maintain their present salary during such periods of training.



15:05 Teaching assignments will be made by the Head of School in consultation with the individual Teachers and with consideration given to Article 15:02.

ARTICLE 16 LAYOFF AND RECALL

16:01 \* For the purposes of layoff and recall, both parties recognize that job security shall increase with length of service.

When the Employer determines that a layoff or reduction of hours is required, the Employer shall layoff the most junior employee in the classification provided that those who are retained are qualified and able to perform the duties required.

When the Employer determines that a recall is required, the most senior employee on layoff shall be recalled provided they are qualified and able to perform the duties required.

16:02 The School shall notify Teachers who are to be laid off, directly in writing, no less than thirty (30) working days prior to the effective date of layoff.

ARTICLE 17 HOURS OF WORK AND WORK SCHEDULE

17:01 The length of the School year shall not exceed one hundred and ninety-six (196) working days, consisting of one hundred and eighty-seven (187) teaching days and nine (9) non-teaching days.

17:02 Teachers shall normally be entitled to a fifteen (15) minute recess period in the morning. There shall be a normal rotation of recess supervision on a daily basis, however, the Union recognizes that there may be instances such as (but not limited to) sickness where a full rotation is not possible.

17:03 Hours of Work for Part-Time Teachers

Part-time Teachers shall teach at least a minimum of ninety (90) consecutive minutes for each day the employee is required to teach.

17:04 \* All teachers shall commence and end the teaching day in alignment with the arrival and dismissal times of students, beginning 15 minutes before the start of the school day and finishing 15 minutes after the dismissal time for students. For greater certainty, the start of the school day is 8:30am and dismissal time for students is 3:00pm, therefore teachers shall commence the teaching day at 8:15am and end the teaching day at 3:15pm.

17:05 \* (a) It is agreed that extra-curricular activities are a desirable part of a well-rounded education. It is also agreed that the Head of School and staff will determine the extra-curricular activities to be provided. Notwithstanding this, a Teacher's participation in any extra-curricular activity requires that Teacher's consent. Any extra-curricular activity beyond the first offered by the teacher will entitle them to the one-time extra-curricular stipend for each extra-curricular activity, as set out in Schedule 'A'.

Proposals for extra-curricular activities must be made in writing and submitted to the Head of School for approval. Activities must align with the School's philosophy and values, be an extension of the learning and/or skills development, and provide value to the students who participate. Organization of school events or participation in school committees do not qualify as extra curricular activities.

(b) The Head of School may solicit participation in extra-curricular activities from inside and outside the teaching body.

\* (c) If paid extra-curricular activities are provided, the bargaining unit staff will be given first opportunity to work, provided they are qualified. If two or more Teachers are equally qualified in the opinion of the Head of School, acting in its sole discretion, and want to do the work, the most senior employee shall be selected.

17:06 Notification of faculty meetings shall be provided to all Teachers not less than forty-eight (48) hours in advance where practical.

17:07 Teachers shall be entitled to a meal break of forty-five (45) minutes, four (4) days per week, and a sixty (60) minute meal break one day per week. There shall be a normal rotation of meal supervision on a daily basis, however, the Union recognizes that there may be instances such as (but not limited to) sickness where a full rotation is not possible.

17:08 The normal work week will be made up of five (5) days, Monday through Friday. Teachers shall be allotted for 6 periods of prep time each week. Prep time allotments for part-time staff or full-time staff who work less than full-time hours in a week shall be prorated accordingly.

ARTICLE 18 HOLIDAYS

18:01 \* Teachers shall receive the following paid holidays:

- New Year's Day
- Family Day
- St. Patrick's Day
- Good Friday
- Victoria Day
- Discovery Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Armistice Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve
- Truth and Reconciliation Day

Teachers shall be off work with pay during the Christmas closure, mid-term breaks (fall and winter) and the Easter School closure. Any new statutory holiday proclaimed by the Province shall be adopted by the School and be treated as if included on the above list.

18:02 "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.

18:03 When any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be observed as the holiday.

18:04 No payment shall be made for a holiday while a Teacher is on leave of absence without pay.

ARTICLE 19 DISCRETIONARY DAYS

19:01 \* A Teacher shall be entitled to a total of twenty (20) paid discretionary days during the School year. Discretionary days shall be not carried forward year over year, but a Teacher shall be entitled to cash out unused discretionary date before the end of the year.

ARTICLE 20 ANNUAL LEAVE

- 20:01 All Teachers shall receive summer holidays commencing no later than June 30<sup>th</sup> and shall continue uninterrupted until they conclude no later than five (5) calendar days prior to Labour Day.
- 20:02 Any earned but unused hold back of annual leave of a deceased Teacher shall be paid to such Teacher's estate proportionately to the time worked.

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

A Teacher who is a member of the Negotiating Team shall be granted leave with pay while attending actual negotiating sessions. The Union shall notify the Head of School of the Teachers affected prior to the commencement of negotiations and Teachers shall in all instances give prior notice of absences from work to the Head of School and such notice shall be as far in advance as possible. Unless otherwise mutually agreed by the parties, the number of Teachers on the Negotiating Team shall be two.

- 21:02 Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in connection with the grievance or arbitration procedure.

21:03 Maternity/Parental and Adoption Leave

- (a) (i) Subject to (c), (e) and (f), maternity/parental leave and adoption leave shall be granted without pay for a period of up to fifty-two (52) weeks.
- (ii) Teachers, while on leave granted under (d), (e), (f) and (g), shall continue to accumulate seniority.
- (b) Upon termination of leave under this Article, the Teacher shall be returned to the same teaching position held immediately prior to the commencement of the leave, or where this is not possible, to substantially the same position (e.g. a primary Teacher will be returned to a primary position, a junior high Teacher to a junior high position).
- (c) Notwithstanding the provisions of this Article, the time period specified herein may be changed by mutual agreement of the Head of School and the Teacher concerned. The Head of School shall

respond to a request from a Teacher under this Article within two (2) weeks of receipt of the request.

- (d) In accordance with (a) above, a Teacher shall make written request to the Head of School for maternity/parental leave not later than four (4) months prior to the expected date of delivery, and such leave shall be granted to commence and terminate as requested, subject to (e) and (f).
- (e) Where, under (d) above, maternity/parental leave would commence or terminate before September 15th of any School year, the Teacher shall be permitted to commence or terminate the leave period at the beginning of the School year.
- (f) Where, under (d) above, maternity/parental leave would commence or terminate after May 30th of any School year, the Teacher shall be permitted to commence or terminate the leave period at the end of the School year.
- (g) A Teacher shall make written request to the Head of School for adoption leave at or prior to the time the Teacher's application is accepted by an adoption agency, and such leave shall be granted to commence up to five (5) days prior to the arrival of the child in the home.

21:04

#### Jury/Witness Duty

Any Teacher who is summonsed for, or is required to serve on a jury, or who is required to attend a Provincial or Superior Court as a witness in any proceeding to which that Teacher is not a party, shall be paid the same wages and benefits as he/she would have received if he/she had been at work during the time he/she was absent from work because of his/her compliance with the requirement to attend as a witness or summons for jury duty.

21:05

#### Unpaid Leave

- (a) Subject to operational requirements and availability of qualified replacement staff, where required, the School agrees to provide Teachers with one (1) month of unpaid leave while granting service credits for seniority purposes. The month of unpaid leave does not necessarily have to be taken consecutively but cannot be taken in amounts of less than two (2) days at a time.

- (b) Upon written request, a permanent Teacher who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the School and the availability of qualified replacement staff.
- (c) Subject to Articles 8:03 and 13:01(f), employees shall earn seniority for such approved periods of leave.

21:06 Upon a minimum of five (5) days written notice, a leave of absence without pay may be granted by the Head of School to Teachers elected to represent the Union at Union functions.

21:07 Educational Leave

- (a) Subject to operational requirements and availability of qualified substitute staff, a Teacher may be granted unpaid educational leave not exceeding twelve (12) months unless mutually agreed between the Teacher and the Head of School. The Teacher shall not accrue any benefits under this Agreement, except service for seniority.
- (b) Teachers looking to avail of educational leave shall make application to the Head of School. The application complete with all details of the request is to be submitted to the Head of School before April 15th of any given year for educational leave during the next school year.
- (c) The Head shall, not later than May 1st of the year of the award, select the Teacher(s) who has been granted education leave. The Head of School will base his/her decision primarily on the basis of an increased benefit to the learning environment within the School.
- (d) A Teacher may choose to follow a deferred salary plan prior to taking his/her educational leave. Specifics of such plan will be discussed at time of evaluation of the education leave. Any such plan will be in accordance with the federal Income Tax Act.
- (e) Upon approval of education leave by the Head of School, all specifics pertaining to the leave shall be communicated to the Union.

21:08 Upon termination of leave under this Article, a Teacher shall be returned to the same teaching position held immediately prior to the commencement of the leave, or where this is not possible, to substantially the same position (e.g. a primary Teacher will be returned to a primary position, a junior high Teacher to a junior high position). Teachers while on approved leave granted under this Article shall continue to accumulate seniority.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

- 22:01 The salaries paid to Teachers shall be in accordance with Schedule "A", which shall form an integral part of this Agreement.
- 22:02 The salary of teachers working in part-time positions will be prorated based on a full-time salary.
- 22:03 Annual salary and allowances shall be paid in twenty-six (26) equal instalments for Teachers whose proportional salary is greater than fifty percent (50%).
- 22:04 Teachers shall receive their pay cheques every second Wednesday. If a holiday falls on Wednesday, Teachers shall be paid on the last teaching day prior to that Wednesday. If a holiday falls on Wednesday during the months of July and August, Teachers shall be paid on the last banking day prior to that Wednesday.
- 22:05 Teachers shall be paid by direct deposit. Direct deposit or pay cheques will be accompanied by an itemized statement.

ARTICLE 23 LOSS OR DAMAGE TO TEACHERS' EQUIPMENT

- 23:01 Where a Teacher is authorized in writing by the School to use his/her own tools, equipment, or other materials in the performance of teaching duties, the School 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.
- 23:02 All incidents of loss suffered by a Teacher shall be reported in writing by the Teacher to the Head of School or designate within forty-eight (48) hours of the discovery of the incident.

ARTICLE 24 STRIKES AND LOCKOUTS

- 24:01 The Union agrees that during the life of this Agreement there shall be no strikes. The School agrees that there shall be no lockouts during the life of this Agreement.

## ARTICLE 25 TEACHERS GROUP AND PENSION PLANS

25:01 \* The School shall only pay its share of the premiums (50%) for insurance coverages respecting existing Group Life and Health Insurance Plan and Pension Plans. The Teachers shall pay the remaining share of the premiums (50%) for such coverages. The master agreements with the insurer shall govern all issues of eligibility and entitlement.

The School also agrees to continue coverage for Long Term Disability insurance for which the Teachers shall pay all the premiums.

The School also agrees to continue coverage for the Dental Plan which is cost shared with the Teachers.

The current benefit plans will, unless the plan premiums increase substantially, remain in place. Should a substantial increase occur, the School and the Union will endeavour to work together to reduce the costs while maintaining the continuity of the plans.

The School agrees to maintain the current pension plan with the Teachers and the School each contributing up to five percent (5%) of the Teacher's gross salary to the plan (not integrated with the Canada Pension Plan).

The School agrees to continue coverage of glasses up to three hundred dollars (\$300.00) every two (2) years per Teacher to the extent not otherwise provided for by the School's insurance provider.

## ARTICLE 26 EFFECT OF LEGISLATION

26:01 This Agreement shall be governed by applicable provisions of the following Acts now or hereafter in effect except where expressly modified by the terms of this Agreement, where permitted by such statute:

- Income Tax Act (Canada)
- Workplace Health and Safety Act (NL)
- Labour Standards Act (NL)
- Labour Relations Act (NL)
- Shops' Closing Act (NL)
- Employment Insurance Act (Canada)
- Judicature Act (NL)
- Human Rights Code (NL)
- Occupational Health and Safety Act (NL)
- Schools Act, 1997 (NL)



ARTICLE 27 AMENDMENT BY MUTUAL CONSENT

27:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent during the lifetime of the agreement and such amendment(s) shall form part of this Agreement.

ARTICLE 28 TRAVEL ON SCHOOL BUSINESS

28:01 For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:

Forty-nine dollars (\$49) per day:

Breakfast: twelve dollars (\$12)  
Lunch: fifteen dollars (\$15)  
Dinner: twenty-two dollars (\$22)

28:02 A Teacher required to travel on School business shall be deemed to be working for the School.

ARTICLE 29 SEXUAL AND/OR PERSONAL HARASSMENT

29:01 The School and the Union 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 School agrees to take all appropriate and reasonable steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The School agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

For the purpose of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which comprises sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or a series of incidents, however minor. Both males and females may be victims.

Harassment of a personal nature is any behaviour that endangers a Teacher's job, undermines performance, or threatens the economic livelihood of the Teacher, which is based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour or ethnic, national or social origin or Union status.

#### ARTICLE 30 DURATION

30:01 \* Duration

This Agreement shall come into effect on February 8, 2022, and shall remain in full force and effect until August 21, 2025.

30:02 Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than sixty (60) calendar days prior to the date of expiration.

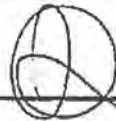
30:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 30:02 give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

ST. JOHN'S INDEPENDENT SCHOOL INC.

Katrina Mowensh



THE NEWFOUNDLAND AND LABRADOR  
ASSOCIATION OF PUBLIC AND PRIVATE  
EMPLOYEES

[Handwritten Signature]

Katherine Bishop

[Handwritten Signature]

SIGNED this 8 day of February, 2022.

## SCHEDULE "A"

### Salaries

Salaries and applicable increases throughout the term of the Collective Agreement are as follows:

		1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11
2017-2018	V		49,455	51,542	53,827	56,014	58,201	60,386	62,572	64,760		
	VI		52,115	54,264	56,412	58,561	60,710	62,858	65,006	67,153	69,500	
2018-2019	One time \$3,000 lump sum retroactive pay increase for years 2018-2019 to 2020-2021											
2019-2020												
2020-2021												
2021-2022	1% V		49,950	52,158	54,365	56,574	58,783	60,990	63,198	65,408		
	VI		52,636	54,807	56,976	59,147	61,317	63,487	65,656	67,825	70,195	
2022-2023	1% V		50,449	52,680	54,909	57,140	59,371	61,600	63,830	66,062		
	VI		53,163	55,355	57,546	59,738	61,930	64,121	66,313	68,503	70,897	
2023-2024	1% V		50,954	53,207	55,458	57,711	59,965	62,216	64,468	66,722		
	VI		53,694	55,908	58,121	60,335	62,550	64,763	66,976	69,188	71,606	
	VII		60,144	62,358	64,572	66,786	69,000	71,214	73,428	75,642	77,856	80,070
2024-2025	1% V		51,463	53,739	56,013	58,288	60,564	62,838	65,113	67,390		
	VI		54,231	56,467	58,703	60,939	63,175	65,410	67,646	69,880	72,322	
	VII		60,746	62,982	65,218	67,454	69,690	71,926	74,162	76,399	78,635	80,871

The increases outlined for years 2018-2019 to 2021-2022 shall be paid retroactively.

#### Annual Stipends:


K-6 Assistant Head:	\$1000
7-9 Assistant Head:	\$1000
CAIS Coordinator (when needed):	\$1000
Substitutes:	\$1000
Attendance reports (Department of Education - AGR):	\$ 500
Extra-Curricular Stipend: \$200, up to a maximum of \$400 per calendar year	
PYP Coordinator:	\$1000

LETTER OF UNDERSTANDING #1

This will confirm our understandings reached during Lakecrest negotiations that:

- a) the position of Assistant Head will remain a bargaining unit position while it is predominantly (i.e. more than 50%) a teaching position. Should the Assistant Head become a non-bargaining unit position, the Union and the School will move to amend Clause 4:02 of the Collective Agreement to accommodate the Assistant Head in the same manner as the Head; and
- b) the School shall be prepared to consider salary deferral arrangements beyond those expressly provided for in the Collective Agreement, on such terms as may be mutually agreed between the parties.

For the School:

Katrina Normensen  
  
\_\_\_\_\_

For the Union:

  
Katherine Bishop  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated the 8 day of February, 2022.

LETTER OF UNDERSTANDING #2

RE: Calculation of Seniority

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- a) As per Articles 14:01 and 14:02, seniority shall be expressed in terms of years, to the second decimal place.
- b) A Teacher with a teaching assignment of 100% who works for the entire school year (196 days) shall receive credit for 1.0 years of seniority.
- c) A Teacher with a teaching assignment of less than 100% who works for the entire school year (196 days) shall have his/her annual seniority the year expressed as a decimal.

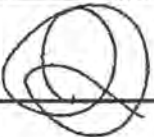
Ex: Dave has a 70% teaching assignment for the entire year. Dave's seniority for the year would be expressed as 0.70 years.

- d) A Teacher with a teaching assignment of less than 100% who works less than the entire year shall have his/her annual seniority calculated using the following formula:


$$\begin{array}{rcccl} & & \# \text{ of teaching days} & & \\ & & \text{in} & & \\ \% \text{ of teaching} & \times & & + & 196 \text{ days} \\ \text{assignment} & & \text{the period of} & & \\ & & \text{employment} & & \end{array}$$

Ex: Mary has a 55% teaching assignment for 4 months (78 days in the period). Mary's seniority for the year would be expressed as 0.22 years.

For the School:

Katharine Morrison  


For the Union:

  
Katharine Bishop

Dated the 8 day of February, 2022