

NAPE



COLLECTIVE AGREEMENT

between

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

and

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

August 22, 2025 – August 31, 2029

THIS AGREEMENT made on the 14 day of July, 2026.

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:

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.

(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

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 1st 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 1st 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.

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

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.

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

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

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

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) An employee may be excused from attendance in cases of specialist appointments, illness, bereavement, family emergency and extenuating circumstances previously discussed with the Head of School.

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.

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.

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.

*

21.09

Family Violence Leave

In accordance with the provisions of the *Labour Standards Act*, where an

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.

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 reimbursed in accordance with the meal allowance rates established by the Government of Newfoundland and Labrador, as amended from time to time.

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:

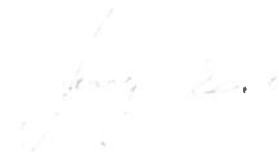
Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which comprises sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or a

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.



THE NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES



Rhonda Thomas



Katherine Paul Bishop

SIGNED this 14 day of July, 2026.

- an Enrollment Adjustment to be determined based on the total number of students enrolled in Kindergarten through Grade 9 (enrollment count). Pre-K Enrollment shall not be included in the determination of the Enrollment count.

The Enrollment Adjustment rate shall be determined independently for each school year.

The Enrollment Adjustment applicable in any given school year listed shall be determined solely by the Enrollment range in which the School's Enrollment count falls for that year.

The annual salary increase rate shall be as follows:

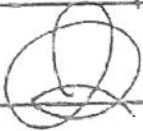
School Year	Enrollment Range (K-9 Students)	Annual Base Increase Rate	Enrollment Adjustment	Total Annual Increase Rate
2025-26	\$1000 bonus plus payout of discretionary days as per previous contract			
2026-27	139 K-9 Students or fewer	3.0%	No additional increase	3.0%
	140-147 K-9 Students		+0.5%	3.5%
	148-154 K-9 Students		+1.0%	4.0%
	155 K-9 Students or greater		+1.5%	4.5%
2027-28	139 K-9 Students or fewer	3.0%	No additional increase	3.0%
	140-147 K-9 Students		+0.5%	3.5%
	148-154 K-9 Students		+1.0%	4.0%
	155 K-9 Students or greater		+1.5%	4.5%
2028-29	139 K-9 Students or fewer	3.0%	No additional increase	3.0%
	140-147		+0.5%	3.5%

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 Morrison


For the Union:


Katherine Bishop

Dated the 8 day of February, 2022.