

Tentative Agreement – FAQ

Can you explain the impact of the salary increases and grid adjustments in the tentative agreement?

The compensation increases over the four year term of the tentative agreement include and exceed government's template offer:

- 2022–23: retroactive 2% increase on salaries and allowances; \$2,000 recognition bonus pro-rated for days worked during the 2022-23 school year
- 2023–24: retroactive 2% increase on salaries and allowances; effective no later than January 15, 2024, grid adjustments to drop the lowest step for each Certificate level and add a new, higher step (2.5%)
- 2024–25 & 2025–26: 2% increase on salaries and allowances effective September 1 of each year, respectively

Over the term of the tentative agreement, the combined effect of the annual 2% increases along with the adjustments to the salary grid results in overall increases ranging from 10.9% to 14.2%, depending on where you currently are on the salary grid. Overall increases are somewhat higher for new teachers, with less experience, which is intended to help address recruitment challenges. As well, the negotiated salary increases make teachers at the top of the scale for Certificate VII (more than 50% of NLTA members) the highest paid classroom teachers in Atlantic Canada under current contract provisions.

For some specific examples on the impact of negotiated salary increases, please see the document found here:

<https://www.nlta.nl.ca/wp-content/uploads/2023/11/Tentative-Agreement-2022-26-Salary-Increase-Examples.pdf>

Why is the Association recommending a tentative agreement that does not increase sick leave for teachers who entered the profession after September 1, 2006?

The negotiating team fought hard to try to achieve improvements in sick leave for teachers who entered the profession after September 1, 2006. The NLTA proposals on Clause 15.02, sick leave accrual, remained on the table until the very last Association pass, which was the 18th pass for the union and the 35th pass overall. As per the NLTA opening proposals, the team's starting position was a straight increase in yearly sick leave accrual for post-2006 teachers (18 vs. the current 12). When it became clear that government would not engage on that, an alternative proposal of 15 days was made. The team also initiated discussions at the table around the potential to apply funds connected to government's offer of a recognition bonus to sick leave instead. However, government was adamant from the outset

and throughout that any increase to sick leave was a "no go" area for them. In this regard, it is important to remember the context in which these changes to the collective agreement originally occurred.

In 2004, NAPE and CUPE engaged in a month-long strike, which was primarily in response to government's intent to implement similar sick leave provisions in their agreement. They were eventually legislated back to work, at the end of April 2004, with the two-tiered plan they had fought so hard to avoid imposed upon them. This subsequently became a feature of all public sector collective agreements during that round, although NLTA was able to delay the impact for longer than other groups and only accepted this in return for government committing to pay \$1.953 billion into the Teachers' Pension Plan. At that point in time, the TPP was only 26.4% funded with the plan predicted to be exhausted, for all teachers, by 2014. Government's original position was that teachers should accrue only 10 sick leave days per year (one day per month which is the approach for other groups) given their unique work year. NLTA flatly refused this, risking that government would allocate the \$1.953 billion to other debt-reduction priorities and not the TPP. Government ultimately agreed to 12 days per year for teachers (1.2 days per month). While still a significant concession, this was a better deal for new employees than that which NAPE and CUPE ended up with after a month-long strike. As well, the \$1.953 billion contribution to the TPP was ultimately a critical factor in enabling the Association to enter into the 2014 pension reform discussions with government from a much stronger position than would have been possible had the 2006 agreement not been ratified. The TPP is now sustainably funded with a 113.3% funded ratio as of the most recent actuarial valuation.

In light of this, increasing sick leave accruals for teachers is not only a huge cost item for government, it is an issue upon which they refuse to engage. Future employee sick leave entitlements represent a significant uncertainty in government budgeting processes, and reducing this unfunded liability was a major goal for government during 2004-2006 public sector bargaining. This reality, along with the historical context, that NAPE and CUPE went on strike to avoid these provisions, and they were imposed on them anyway, is incredibly relevant to government's unwillingness to go down that road in bargaining with other groups, including NLTA. **It also foreshadows the likely results of job action predicated on this issue.**

The negotiating team also considered whether going to conciliation would assist in achieving a gain in sick leave. However, past precedent, including prior conciliation

reports in NL and other jurisdictions, shows that a conciliation board would be very unlikely to recommend a significant departure from provisions that are standard across public sector agreements in the province, such as the rate of sick leave accrual for teachers hired since Sept 1, 2006.

What about class size & composition?

Issues and challenges related to class size and composition have long been a bargaining and advocacy focus for the NLTA. The negotiating team pushed hard for specific class size “caps” and measures to address the challenges of complex class composition, as well as provisions around teacher allocations. Unfortunately, that could not be achieved in this round, even though the team continued to negotiate on Article 30 right up to its last pass. In jurisdictions where they have class size and composition language either in collective agreements or legislation, governments have consistently focussed on removing or weakening these provisions, sometimes with success. In light of this trend, it is not surprising that, in a jurisdiction where such matters have not historically been part of the collective agreement, government would be firmly against agreeing to introduce such new contract language for the first time.

However, while the team tried and would have liked to achieve more, the tentative agreement does include some improvements:

- A new Letter #12 provides for the establishment of an Advisory Committee for the purpose of considering the appropriateness and feasibility of implementing recommendations from the Teacher Allocation Review Committee Report, which addresses issues of class size and composition. The Committee has representatives from the Association, the Department of Education and the School Districts, and is required to bring a report forward not later than one (1) year after the establishment of the Committee.
- As well, in its 17th pass to the employer, the Association negotiating team served the Employer with a notice regarding Article 30. Article 30 states that, *In the interest of education, and in order to promote effective teaching and learning conditions, the School Board will endeavor to establish class sizes appropriate to the teaching situation involved within regulatory and legislative restrictions.* Amendments to the *Schools Act* that were recently introduced in the House of Assembly will, once proclaimed in force, establish the Crown, or government, as the successor of the NLESD school board. The Association believes that this is a significant change. Historically, government has allocated a certain number of teaching units to the school boards, which the boards then have to dis-

tribute and deploy to schools. Therefore, school boards have always been able to argue that their “endeavors” to establish appropriate class sizes have been limited by the number of teaching units government has given them to work with. Once the changes to the *Schools Act* are proclaimed, and integration of the NLESD into the Department of Education has occurred, the allocation of teaching units for all anglophone schools in the province will, on a go forward basis, be determined, distributed and deployed by the same entity – the provincial government. The employer will no longer be able to blame government for its limited resources because they will effectively be one and the same. Your negotiating team has put the employer on notice that, in light of this pending change, the Association intends to test Article 30 through the grievance process, in appropriate cases, once integration has occurred.

The negotiating team also considered whether going to conciliation would assist in achieving gains in this area. However, past precedent, including prior conciliation reports in NL and other jurisdictions, shows that a conciliation board would be very unlikely to recommend significant changes that would break new ground in an agreement, such as the introduction of class size caps, teacher allocation language, etc. In this context, it is unlikely that a conciliation board would recommend more than what the negotiating team was able to achieve.

Why is the Association recommending less of a salary increase than some other groups achieved (nurses, for example)?

There are certain similarities between the teaching and nursing contexts. The negotiating team clearly and consistently identified the challenges facing teachers in relation to recruitment and retention, describing the hidden realities of high student needs, and the teacher shortage, particularly in relation to rural areas, specialist positions, and substitute teacher shortages. This enabled teachers to be one of the few public sector groups to break the template. However, there are differences as well that cannot be ignored. At the time the nurses negotiated their agreement, there were approximately 750 nursing positions (permanent and term) unfilled. The bargaining unit for nurses is roughly the same size as the NLTA (around 6000 members). In contrast, teaching positions in Avalon, which has the majority of positions, were roughly 96% filled. Fill rates in Labrador, Central and Western were lower, but were nowhere near the number of actual vacancies in nursing positions. The highest salary increases for nurses (around 20%) were applicable only to Nurse Practitioners, a very small percentage of their overall RNUNL membership (about 300 positions at the time of RNUNL bargaining).

MUNFA regular faculty members did get 12% over the life of their four year agreement. However, they did not have any negotiated increases to salaries for the period September 1, 2020 to September 2022. NLTA members received increases of 4% over the 2020-2022 period (4% via the 2-year extension), as did other public sector unions. Therefore, teachers received the same increases as MUNFA over the relevant period of time.

Annual salary increases for the RNC are based on an established compensation formula, which analyses comparable sized police forces across the country. The NLTA negotiating team also brought forward examples from comparator teacher groups in Atlantic Canada during bargaining. The increases negotiated in the tentative agreement compare favourably with the other Atlantic provinces, including making NLTA members at the top of the Certificate VII scale (roughly half of the membership) the highest paid classroom teachers in Atlantic Canada under current contract provisions. The RNC also has mandatory referral to binding interest arbitration when a deal cannot be reached, because they do not have the right to strike. In the result, their negotiating context is considerably different than that of teachers.

The negotiating team also considered whether going to conciliation would assist in achieving greater salary gains. However, past precedent, including prior conciliation reports in NL and other jurisdictions, shows that a conciliation board would be influenced by relevant comparators, particularly other jurisdictions in Atlantic Canada. The tentative agreement compensation increases position NL teachers quite favourably within Atlantic Canada overall. While there are variations depending on certification and experience levels, NL teachers at the top of the scale for Certificate VII are, under the tentative agreement, the highest paid in the region under current contract provisions. In this context, it is unlikely that a conciliation board would recommend more than what the negotiating team was able to achieve.

I was on leave during the 2022-23 school year – will I still get the \$2,000 recognition bonus?

The negotiated \$2,000 recognition bonus is pro-rated based on days worked during the 2022-23 school year. Any NLTA member who had, during that school year, a period of leave for which they still accrued seniority will have that time counted as “days worked” for the purpose of eligibility for the recognition bonus. This would include periods of: maternity/adoption/parental leave; sick leave (paid and/or unpaid); deferred salary leave; educational leave (paid and/or unpaid); and, injury on duty leave while in receipt of WorkplaceNL temporary earnings loss benefits. Periods of general unpaid leave during the 2022-23 school year would not count towards the recognition bonus.

What is the MOU on seniority transfers all about?

Most teachers would probably agree that the staffing process is not as efficient and timely as it should be. There are often considerable delays, leading to situations where positions are being filled at the last moment before the school year begins. Permanent teachers can receive numerous offers under seniority transfer provisions, sometimes dozens, only to turn all or most of them down. Delays in hiring are a concern for both the Association and Employer. The Memorandum of Understanding (MOU) features changes that we hope will make the process more timely and efficient.

The MOU would remain in effect for the duration of a new collective agreement, and both parties will have to agree in order for it to carry over to subsequent contracts. The following points were agreed to and will be implemented for the upcoming hiring season if the tentative agreement is ratified.

The memorandum establishes a “Seniority Transfer Round”, the main points of which are:

- An earlier start to the staffing process, with the first posting of all known permanent positions by May 1.
- The employer must make reasonable effort to accommodate requests from competent, suitable and qualified teachers who are tenured or who are/were eligible to successfully complete probation at the end of the school year.
- Seniority transfer provisions only apply to tenured teachers and teachers who have successfully completed the probationary period who are seeking transfer to a different permanent position.
- Probationary teachers who accepted a permanent position on or before the date of signing of a new agreement shall have the same rights as tenured teachers for the purpose of the memorandum.
- The seniority transfer round ends on July 15.
- For permanent positions that arise after July 15, there is no requirement to consider permanent teachers who apply unless the position “beters” the teacher.
- For the first time, the concept of “betterment” appears in the collective agreement – under the MOU, betterment is defined as a position that increases a teacher’s percentage of a full-time position, either alone or in combination with another position.
- Transfer round positions shall be posted for 4 calendar days, excluding weekends and holidays.
- For the first time, the MOU establishes a time-frame for the employer to make offers on positions. First offers on competitions must be made no later than 72 hours after a position closes, ex-

cluding weekends and holidays, and by no later than 8:30 a.m. If a first offer is declined, other offers are to be made as soon as possible following closing.

- Applicants seeking a transfer will have 24 hours to accept positions, which is already the standard under current agreement language. Allowing an offer to expire amounts to declining the position which is, again, already current practice.
- The MOU establishes a maximum limit of three offers on seniority transfer round positions. The exception to this rule is betterment. If a position would result in a teacher holding a greater percentage of a full-time position, the limit of three offers would not apply.

The MOU is intended to strike a reasonable balance in making the staffing process more efficient and timely. The employer has committed to start the staffing season earlier and fill positions in a more timely manner. Seniority transfers are still in place, but with limits on timing and on the number of transfer offers any one permanent teacher may accept and/or reject, subject to betterment. These changes should also open up more and earlier opportunities for replacement and substitute teachers applying for permanent positions. As already stated, the MOU is specifically stated to be in effect only for the term of a new agreement unless the parties agree to renew it. In this regard, the NLTA will be closely monitoring the overall effectiveness of these new provisions if the tentative agreement is ratified.

What is the Notice regarding family leave about?

“Notices” can be used during bargaining to influence interpretative practice. It is not uncommon for understandings to develop between the parties to a collective agreement regarding how certain provisions are to be interpreted, based on past practice. Sometimes this happens even when the language of the collective agreement clearly does not support the practice. The NLTA won’t argue if the practice is generally good for teachers; we will resist, of course, if it is not.

The Employer served one notice in their opening proposals, stating that clause 18.03 (Family Leave) would be “strictly interpreted” with respect to the established criteria for accessing family leave, and that teachers would be required to provide a rationale for use of family leave. The established criteria for family leave are not new and it has always been the case that this leave can only be taken for the reasons identified in the collective agreement. The criteria are: to attend to the temporary care of a sick family member; needs related to the birth of the employee’s child; medical or dental appointments for dependent family members; meetings with school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.

With respect to providing reasons for family leave, the employer has indicated that teachers will not be required to provide details, but would just have to identify which criteria (as set out in the collective agreement) is the teacher’s reason for accessing family leave. For example: if a teacher has a flood in their basement, they do not have to share this specific information – they would just indicate that the reason for leave is a “home or family emergency”; if a teacher needs to stay home with a sick child, they would just choose “temporary care of a sick family member”. This approach is consistent with established precedents in labour law for similar collective agreement provisions.

What does the Notice on the interpretation of Articles 6 & 7 mean?

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In their fourth pass on January 19, 2023, government served notice regarding their intent to rely upon the strict interpretation of language in Articles 6 and 7, specifically relating to the meaning of the terms probationary, tenured, and continuing contracts. In the past, when applying the transfer provisions under Clause 6.11(a), the parties interpreted permanent and continuing contracts as meaning the same thing. So, all permanent teachers, probationary and tenured, were considered to have a continuing contract in accordance with clause 6.11(a) and to be in Pool 1 for transfer purposes.

In the notice, government took the position that continuing contracts and permanent contracts are different things. The result of this is that only tenured teachers have continuing contracts and are in Pool 1. It wasn’t clear where probationary teachers would fit unless they had replacement or substitute experience, which would put them in Pool 2. As well, under Article 7, a teacher must complete their probationary period AND enter into a continuing contract, which only happens at the start of a school year, in order to be tenured. This would mean that probationary teachers could have to serve at least 3 years in a position before being entitled to a transfer.

NLTA sought legal advice on this matter and was told that Government’s position would almost certainly be upheld in any legal challenge, based on the clear wording of the agreement and past arbitration decisions. In light of all of this, the negotiating team bargained for changes to reduce the impact of a strict interpretation of Articles 6 and 7 on probationary teachers.

To summarize:

Current practice, before notice: Continuing Contract teachers = Probationary teachers AND Tenured teachers; Probationary and Tenured teachers are both Pool 1, entitled to seniority transfer.

Practice after notice, as it would have been WITHOUT negotiated changes: Continuing Contract = Tenured teachers only (probationary period completed, plus has started continuing contract the following September).

Practice after notice WITH negotiated changes in tentative agreement: Continuing Contract = Tenured teachers AND Probationary teachers who have successfully completed or are eligible to successfully complete the probationary period at the end of the school year, both are Pool 1 and entitled to seniority transfer. This reduces the potential delay in becoming a Pool 1 candidate by one year as probationary teachers will be able to apply for seniority transfer during the staffing season of the school year in which they are eligible to successfully complete probation at the end of the year.

Further, in the new Memorandum of Understanding (MOU) on seniority transfers, probationary teachers who accepted a permanent position on or before the date of signing shall have the same rights as tenured teachers for the purposes of the MOU. This provision was negotiated in order to protect probationary teachers who accepted a position under a different understanding and practice in relation to Clause 6.11(a), before the employer notice was given. They cannot be disadvantaged by having the new practice/strict interpretation applied to them retroactively.