



Seniority and the Collective Agreement

Definition of Seniority

Clause 9.01 of the Provincial Collective Agreement defines “seniority” as:

(a) “Seniority” herein shall be determined on the basis of the total length of time employed as a teacher in Newfoundland and Labrador both before and after the signing date of this agreement. (Effective September 1, 1994)

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

All periods of employment as a teacher within the province, in accordance with Clause 9.01[c], are recognized for the purpose of seniority (Labrador West – Clause 1.01[]).

School Board Seniority List: Check, Recheck and Verify

Clause 9.15 of the Provincial Collective Agreement (Labrador West – Clause 47.16) provides that a seniority list will be posted in each school on or before December 31 of each year, listing teachers’ seniority as of August 31 of that year. The seniority list will be for all teachers on the staff of each school in the District on a school-by-school basis.

Clause 9.01[e] states: “In determining the relative seniority of teachers for the purpose of reassignment and layoff, calculation of seniority shall be done as at May 7 in the school year at the end of which reassignment and/or layoff is to be effective.”

Posting the seniority list provides teachers with the information on which the school board will be depending in making any decisions regarding redundancies, reassignments and layoffs later in the school year. Once the list is posted, **it then becomes the teacher’s responsibility to check in detail his/her own record of teaching experience in the province and to bring any errors in the board’s compilation of seniority to the school board’s attention.**

If errors are not brought to the board’s attention by the teacher, decisions regarding redundancy and/or layoff may be made later in the school year on the basis of mistaken information.

Checking your Seniority Credit

If you have any doubts about your seniority as it appears on the posted school board list or in any statement provided by the board, you should:

1. Check your own record of provincial teaching service (i.e. the Teacher Benefit Statement received from the Pensions Division every fall) to see whether it contains any errors. If it does, contact the Pensions Division (PO Box 8700, St. John’s, NL A1B 4J6, Tel: 709-729-3931/2; Fax: 709-729-6790; pensions@gov.nl.ca) to provide them with the information necessary to correct any errors.
2. Compare your seniority on the school board’s list with your record of service on the Benefit Statement and your own records/recollection of your teaching experience in the province. Remember that the total pensionable service reflected on your Benefit Statement may include service that does not count for seniority as a teacher (e.g. out-of-province teaching, other government employee service, pre-teaching university study time purchased for pension credit before 1992, etc.). Also, periods of unpaid leave which may count for seniority credit may not count as pensionable credit on your benefit statement (e.g. unpaid educational leave for which pension credit was not purchased prior to 1992 and other periods of short-term unpaid leave). That is, the two records are not totally compatible. Teachers should also be aware that some types of incremental service (e.g. out-of-province teaching or service as a faculty member at Memorial University of Newfoundland) do not count for seniority, unless the teacher was on leave from a school board to undertake such employment.

It must also be noted that the changes to the pension plan in the Collective Agreements, effective September 1, 1998, allow for the purchase of worked service for approved leaves. Such purchase does not have any impact on seniority.

3. If you suspect there is an error on the school board's seniority list, bring the information you believe is missing from the seniority list to the board's attention and determine whether the school board has indeed included that in the calculation of total seniority.

4. The school board should attempt to secure the verification necessary from a teacher's previous board or from Teacher Payroll to make any necessary corrections. However, where service cannot be verified from those sources, the teacher may have to identify specifically where the error exists and provide the school board office with any information necessary to correct the error.

Remember that, since the employer is required to post the information on seniority accumulation for each teacher, this places the responsibility on the teacher to determine if there are any inaccuracies in that record and to bring such inaccuracies to the employer's attention. In order to do so, you should be familiar with the types of service that count towards seniority. For a summary of the types of service which should be credited for seniority, please read on.

What Counts for Seniority?

The Provincial Collective Agreement defines seniority in Clause 9.01 (Labrador West - Clause 1.01 [l]) and there are a number of other references to seniority throughout the agreement.

The following service should all be credited towards a teacher's seniority on the school board seniority list:

1. The total length of time employed as a teacher in Newfoundland and Labrador, including employment with all school boards in the province, schools operated by the Department of Education and the schools in Churchill Falls and Conne River (Provincial - Clauses 9.01[a] and [c] and Labrador West - Clause 1.01 [l]). This includes all time as a substitute or replacement teacher, or time as a teacher on a permanent or term contract.

2. All periods of leave with pay (e.g. sick leave, compassionate leave, injury on duty leave, family leave, inservice leave, all leaves under Article 18 of the Provincial Collective Agreement and Article 29 of the Labrador West) count as periods of employment for seniority and other benefits.

3. Periods of maternity leave and adoption leave, as per Clause 17.01 [b] of the Provincial Collective Agreement – up to 17 weeks prior to September 1, 1988; up to 33 weeks between September 1, 1988 and December 31, 1995; up to 38 weeks between January 1, 1996 and August, 2002; and 39 weeks effective September, 2002; plus any short extensions of such leave at the beginning or the end of the school year

as approved under the former Clauses 17.05 or 17.06.

(Note: Both these clauses were deleted from the Collective Agreement as of September 1, 2001.) (Labrador West – Clause 28.01[a] and [c] as well as 28.05 and 28.06).

4. Periods of leave without pay as Clause 19.03 of the Provincial Collective Agreement for the purpose of upgrading teacher qualifications and/or experience (Labrador West – Clauses 30.05 and 30.06).

5. Periods of unpaid sick leave as Clause 15.13 of the Provincial Collective Agreement (Labrador West – Clause 27.08).

6. Periods of paid educational leave (Provincial - Article 20 and Labrador West – Article 31).

7. Periods of leave under the Deferred Salary Leave Plan (Provincial - Article 51 and Labrador West – Article 57).

8. Periods of leave without pay (for reasons other than those identified in numbers 3, 4 and 5 above) not exceeding 10 working days in the aggregate in any year, provided such leave was taken since June 5, 1981 – the signing date of the 1980-82 agreement, when this provision came into effect (Provincial - Clause 42.01 and Labrador West – Clause 1.01[m]).

9. Periods of employment under secondment to the Department of Education or Memorial University of Newfoundland (Provincial – Clause 46.05 and Labrador West – Clause 45.05)

10. Leave without pay to serve in the office of President of NLTA or CTF (Provincial – Clause 44.02 and Labrador West – Clauses 30.04 and 30.06).

11. Clause 9.01 [d] of the Provincial Collective Agreement states: *“During a legal work stoppage, no teacher covered by this agreement shall accumulate seniority.”* This provision is effective as of the starting date of the 1994-95 Collective Agreement, i.e. April 1, 1994. (This provision came into effect in the Labrador West Agreement as of April 1, 1996.)

Conclusion

All teachers should become familiar with the types of service and leave which are credited for seniority purposes. They should also be aware of their responsibility for ensuring that their seniority credit, as it appears on the school board seniority list is accurate. If errors exist, the teacher must provide the employer with the information necessary to correct such errors.

If a teacher is unsure whether a certain type of service should count for seniority, or has any other questions concerning this matter, contact Programs and Services.