

AGREEMENT

between

THE MINISTER OF EDUCATION
of the Province of Nova Scotia

and

THE NOVA SCOTIA TEACHERS UNION

Term: August 1, 2010 – July 31, 2012

Made on the 10th day of November, 2011

(Teachers' Provincial Agreement)

*Published by the Department of Education
pursuant to Article 8 herein*

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THIS AGREEMENT made this } 0th day of *November*, 2011, which may be cited as the
“TEACHERS’ PROVINCIAL AGREEMENT”

Between: The Minister of Education, of the Province of Nova Scotia, hereinafter called the
“EMPLOYER”

party of the first part

and: The Nova Scotia Teachers Union, a body corporate,
pursuant to Chapter 109 of the Statutes of Nova Scotia,
1968, the *Teaching Profession Act*, hereinafter referred
to as the **“UNION”**

party of the second part

WHEREAS it is the intention and purpose of the parties to this Agreement to settle conditions of employment between the Employer, the employees, and the Union, and to promote the well being of the employees, to the end that the people of the Province will be well and efficiently served, and whereas the parties do declare that providing quality education is a mutual aim, accordingly the parties hereto set forth certain terms and conditions of employment affecting employees covered by this Agreement. Now, therefore, the parties agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 “Employer” means the Minister of Education of the Province of Nova Scotia in respect of this Agreement.
- 1.02 “Instructional day” shall mean a day on which pupils are in attendance at school.
- 1.03 “Local Agreement” means a Professional Agreement between a School Board and the Union.
- 1.04 “Public School” means any school established or maintained pursuant to *The Education Act*.
- 1.05 “School Board” means any School Board or other authority employing teachers in a public school.
- 1.06 “School System” means all schools under the jurisdiction of a Regional School Board or the Conseil scolaire acadien provincial.
- 1.07 “Superintendent of Schools” means a teacher appointed by a School Board to be in charge of a school system.

- 1.08 “Teacher” means a person holding a teacher’s certificate or a vocational teacher’s certificate or a vocational teacher’s permit pursuant to *The Education Act* of Nova Scotia and employed by a School Board in Nova Scotia under a probationary, permanent or term contract pursuant to Article 20 Tenure.
- 1.09 Except as otherwise provided in this Agreement, expressions or terms used in this Agreement, if defined in the *Teachers’ Collective Bargaining Act*, shall have the same meaning as given to them in said Act.
- 1.10 In this Agreement, the feminine includes the masculine and vice-versa and the singular includes the plural and vice-versa unless the context requires otherwise.

ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for teachers who are employed by a School Board in Nova Scotia.

ARTICLE 3 APPLICATION

- 3.01 This Agreement applies to and is binding upon the Union, the teachers, the Employer, its representatives and the School Boards and those bound by this Agreement shall carry out in a reasonable manner the provisions of the Agreement.
- 3.02 Article 32 Substitute Teachers applies to and is binding upon the Union, teachers defined as Substitute Teachers, the Employer, its representative and the School Board.
- 3.03 In the event that any provision of this Agreement conflicts with any of the provisions of an Agreement between the Union and a School Board, the provision(s) of this Agreement shall prevail.

ARTICLE 4 PUBLIC LEGISLATION

- 4.01 Where any provision of this Agreement conflicts with the provisions of any law passed by the Legislature of the Province of Nova Scotia, the latter shall prevail, notwithstanding which in cases of direct conflict between provisions of any Regulations and any provision of this Agreement, the latter shall prevail.
- 4.02 In the event that any law passed by the Legislature of the Province and applying to teachers covered by this Agreement renders null and void any provision contained herein, the remaining provisions shall remain in effect for the term of the Agreement and the parties agree to negotiate a mutually acceptable alternative for the provision which has been rendered null and void.
- 4.03 Where any legislation results in greater rights or benefits than those contained in this Agreement, such rights and benefits shall, at the request of either party, form part of this Agreement and shall automatically accrue to the benefit of teachers covered by this Agreement.

ARTICLE 5 **EMPLOYER'S RESPONSIBILITIES**

- 5.01 The Employer and/or the School Board(s) is/are vested with the responsibility of managing the public School System and of operating its services. The responsibilities, subject to any Professional Agreement, include but are not limited to the following:
- (i) hiring, promoting, demoting, transferring, disciplining, or suspending teachers, or terminating teachers' contracts;
 - (ii) enforcing safety, health and fire regulations;
 - (iii) changing existing facilities;
 - (iv) laying off teachers because of lack of work or discontinuance of a function;
 - (v) planning and controlling the quality of the teaching program.
- 5.02 It is agreed that the exercise of the responsibilities enumerated in 5.01, is subject to the provisions of any Professional Agreement between the Employer and the Union or between the Union and a School Board and that the Employer or School Board shall not in the discharge thereof act in a manner contrary to any said provision.
- 5.03 A School Board shall enter into the appropriate term, probationary, or permanent contract with every teacher in its employ in accordance with the contracts set forth herein.

ARTICLE 6 **DISCRIMINATION AND INTIMIDATION**

- 6.01 Neither the Employer nor School Board nor any person acting on behalf of the Employer or School Board shall refuse to employ or to continue to employ any teacher or otherwise discriminate against any teacher in regard to employment or any term or condition of employment because the teacher is or was a member of the Union or is or was exercising any right under this Agreement, or Local Agreement, or the *Teachers' Collective Bargaining Act*.
- 6.02 Neither the Employer nor School Board nor any person acting on behalf of the Employer or School Board shall seek by intimidation, by threat of dismissal, or any other kind of threat, by the imposition of a pecuniary or other penalty or by any other means to compel a teacher to refrain from exercising any right under this Agreement, or Local Agreement, or the *Teachers' Collective Bargaining Act*.
- 6.03 Neither the Employer nor School Board nor any person acting on behalf of the Employer or School Board shall refuse to employ or continue to employ any teacher or otherwise discriminate against any teacher on the basis of marital status, sexual orientation, race, religion, creed, colour, sex, ethnic or national origin, physical handicap, or age.
- 6.04 A teacher's level of teaching certificate or place of residence shall not be just cause for discharge, termination of contract, or phase-out pursuant to 20.05 (ii) (b) of Article 20 Tenure.

- 6.05 The Union and the Employer recognize the responsibility of School Boards to establish a policy for the protection of teachers from harassment and abuse pursuant to *The Education Act, S.N.S., 1995-96, c. 1*, sub clause 64 (2) (t).

ARTICLE 7 STRIKES AND LOCKOUTS

- 7.01 There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 8 PRINTING AND DISTRIBUTION OF THE AGREEMENT

- 8.01 The Employer and School Boards shall post an electronic version of this Agreement for teachers in the bargaining unit as soon as possible after the signing of the Agreement.
- 8.02 Where there are English and French versions of this Agreement and there is a conflict of interpretation between the versions, the official signed document shall be the document of reference.
- 8.03 The Employer shall provide two thousand (2000) copies of this Agreement to the Union.

ARTICLE 9 COMMITTEES

ARTICLE 9A PROFESSIONAL COMMITTEE

- 9.01 To facilitate discussions of professional issues, the parties to this Agreement shall establish a "Professional Committee" consisting of the Deputy Minister and two (2) representatives appointed by the Department of Education; and, the Executive Director of the Union and two (2) representatives appointed by the Union.
- 9.02 The mandate of the Professional Committee is to:
- (i) exchange information and provide advance notice on initiatives affecting teaching and learning conditions and to facilitate communications between the Department of Education and the Union during the duration of the Collective Agreement;
 - (ii) identify and discuss professional issues affecting teaching and learning conditions and identify possible initiatives, actions, and studies that enhance and maintain teaching and learning conditions in the province.
- 9.03 Where appropriate the Professional Committee may utilize standing or advisory committees of the Union or the Department of Education. The Committee may make recommendations to the Department of Education and the Union with respect to its discussions and conclusions.
- 9.04 The Professional Committee shall not have jurisdiction over the administration of this Collective Agreement, however, this shall not preclude discussions by the Committee on matters arising from articles from within this Agreement.

- 9.05 Within sixty (60) days of the signing of this Agreement the Committee shall meet and determine its operating procedures.
- 9.06 The Committee shall report its findings to the President of the Union and the Minister of Education.
- 9.07 Notwithstanding the requirement of the Committee to meet, the provisions of this Article are not subject to grievance.

ARTICLE 9B REPRESENTATION ON EDUCATION DEPARTMENT COMMITTEES

- 9.08 (i) The Union shall be granted representation, and the right to name the representative(s) on standing and advisory committees of the Department of Education, the deliberations of which directly affect the terms and conditions of employment of teachers.
- (ii) The Union shall have sufficient and reasonable time to select the representative(s) before the first meeting of the Committee is held.

ARTICLE 10 SUCCESSOR RIGHTS

- 10.01 (i) In the event of amalgamation, annexation, dissolution or other change in School Board jurisdiction, Professional Agreements affecting teachers covered by such amalgamation, annexation, dissolution or other change in School Board jurisdiction shall continue in full force and effect and the School Board or other authority employing such teachers as are affected shall be deemed to be the employer under the existing Professional Agreement affecting such teachers for the duration of the Agreement or until a new Professional Agreement is reached between the Union and the new School Board or other authority.
- (ii) Teachers who are hired for the first time by a School Board or other authority following a change in School Board jurisdiction according to 10.01 (i) shall be governed by the terms of the Professional Agreement in place for teachers employed at the school where the teacher is originally assigned until a new Professional Agreement is reached between the Union and the School Board or other authority.

ARTICLE 11 DUTIES OF TEACHERS

- 11.01 It is the duty of a teacher in a public school to:
- (i) respect the rights of students;
 - (ii) teach diligently the subjects and courses of study prescribed by the regulations that are assigned to the teacher by the School Board;
 - (iii) implement teaching strategies that foster a positive learning environment aimed at helping students achieve learning outcomes;
 - (iv) encourage students in the pursuit of learning;
 - (v) monitor the effectiveness of the teaching strategies by analyzing outcomes achieved;
 - (vi) acknowledge and, to the extent reasonable, accommodate differences in learning styles;

- (vii) participate in individual-program planning and implement individual program plans, as required, for students with special needs;
- (viii) review regularly with students their learning expectations and progress;
- (ix) conduct such assessments and evaluations as are necessary to document student progress;
- (x) administer such evaluation and assessment instruments as required by the School Board or by the Minister;
- (xi) take all reasonable steps necessary to create and maintain an orderly and safe learning environment;
- (xii) maintain appropriate order and discipline in the school or room in the teacher's charge and report to the principal or other person in charge of the school the conduct of any student who is persistently defiant or disobedient;
- (xiii) maintain an attitude of concern for the dignity and welfare of each student and encourage in each student an attitude of concern for the dignity and welfare of others and a respect for religion, morality, truth, justice, love of country, humanity, equality, industry, temperance and all other virtues;
- (xiv) attend to the health, comfort and safety of the students;
- (xv) report immediately to the principal the existence of any infectious or contagious disease in the school or the existence of any unsanitary condition in the school buildings or surroundings, and perform such duties as are from time to time prescribed by or under the *Health Act*;
- (xvi) take all reasonable steps to secure full and regular attendance at school of the students under the teacher's supervision;
- (xvii) keep accurate attendance records and report absent students to the principal as prescribed by the regulations;
- (xviii) communicate regularly with parents in accordance with policies established by the School Board;
- (xix) keep such records as are required by the School Board or the Minister and permit the inspection of those records by the School Board, the superintendent or superintendent's representative, the principal, the supervisor and the Minister or Minister's representative or, upon their request, provide the records to them;
- (xx) assist in the development and implementation of the school improvement plan;
- (xxi) maintain their professional competence;
- (xxii) serve, to the extent reasonable, on committees established within the school to improve student achievement and success;
- (xxiii) implement programs and courses as prescribed by the public school program; and
- (xxiv) perform such other duties as are prescribed by *The Education Act*, or the regulations.

11.02 It is also the duty of a teacher in a public school to:

- (i) maintain order and discipline and an atmosphere conducive to learning in the school or room in the teacher's charge;
- (ii) require any pupil, during any activity in the school or room in the teacher's charge, who is persistently disobedient, or defiant, or acts in a manner likely to effect injuriously the proper conduct, or the welfare or education of other pupils, or is a physical threat to any person, to report immediately to the teacher's superior.

- (iii) to provide, upon request from the Principal, for a student enrolled in a public school who is absent, a course outline, a record of lessons taught and such other materials as the teacher would ordinarily prepare for the student's class. A Principal, in consultation with the teacher, may require the teacher to evaluate appropriate student products. Teachers shall not be required to prepare additional materials or release test/examination materials prior to their release to the class. For greater clarity, the release of test/examinations to students who were absent shall be consistent with the practice of the school. Reasonable notice shall be given for the above requests.

ARTICLE 12 TEACHER'S PERSONAL FILE

- 12.01 (i) Each School Board office shall maintain an Official Personal Record File of every teacher under its authority. Such file, which shall be designated as the Official Personal Record File, shall be kept at the general office of each School Board and shall be available to the teacher for viewing in the general office, upon request to the Superintendent, during the regular business hours of the said offices. The file shall also be available to the teacher's representative upon presentation of a letter of authorization to the Superintendent and/or designated Director.
 - (ii) Access to the file shall be restricted to the School Board's senior administrators, the teacher and/or the teacher's representative(s); and such others as may be approved by a motion of the School Board.
 - (iii) Pursuant to (ii), the names and dates of those who have accessed the file, as a result of a School Board motion, shall be recorded in the file.
 - (iv) A teacher's medical records shall be stored in a sealed envelope or in a separate secure medical file.
- 12.02 The Employer and the School Board agree not to introduce as evidence in any proceeding involving a teacher, any document from the file of the teacher, the contents of which the teacher was not aware of at the time of filing.
- 12.03 (i) When a teacher evaluation is entered in the teacher's Official Personal Record File, the teacher shall acknowledge that the teacher has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that the teacher's signature does not necessarily indicate agreement with the contents. The teacher shall be permitted to attach comments related to the evaluation.
- (ii) Notwithstanding 12.03 (i), in the event a teacher refuses to sign a teacher evaluation, the evaluation will be entered in the teacher's Official Personal Record File with a witnessed notation that the teacher has refused to sign the evaluation.
- 12.04 (i) Before any comment, note, or other report is entered in the teacher's Official Personal Record File, the teacher shall be given an opportunity to review such document, and shall be given an opportunity to attach comments related to the comment, note or report.
- (ii) Teachers may enter any comment, note or report in their Official Personal Record File, whether written by themselves or by a person in a supervisory position.

- 12.05 Upon termination of employment, the teacher's Official Personal Record File shall become an inactive file and shall remain the property of the School Board.
- 12.06 Except for a teacher evaluation, any unfavourable report entered in the teacher's Official Personal Record File shall be removed from the active file after the material has been on file for four (4) years, provided that no further disciplinary action has been recorded during this time; or may be removed in a lesser period if, in the opinion of the Superintendent, the teacher's performance warrants same.
- 12.07 If a teacher alleges the comments on file are untrue or inaccurate and the request for the removal of such comments is denied by the School Board, the teacher may grieve using the grievance procedure in the Local Agreement.

ARTICLE 13 SUPERVISION OF PUPILS

- 13.01 Teachers shall not be required to perform supervision of pupils who travel to and/or from school by School Board operated vehicles, be they publicly or privately owned:
- (i) prior to the first run of vehicles arriving at the school or twenty (20) minutes before the teacher's classes begin, whichever is the lesser;
 - (ii) after the first run of vehicles leaves the school or twenty (20) minutes after the teacher's classes end, whichever is the lesser.
- 13.02 Teachers shall not be required to perform supervision of pupils who do not travel to and/or from school by School Board operated vehicles be they publicly or privately owned:
- (i) prior to twenty (20) minutes before the teacher's classes begin;
 - (ii) subsequent to twenty (20) minutes after the teacher's classes end.
- 13.03 Teachers shall not be required to perform supervision of pupils during any period of time that pupils are on lunch and noon hour break.
- 13.04 Notwithstanding 13.03, teachers shall be scheduled on an equitable basis for the purpose of providing emergency on-call service to persons other than teachers who are engaged to provide supervision of pupils during lunch and noon hour break. The schedule shall provide not more than one (1) teacher per school building. School building shall mean each building under the jurisdiction of one (1) principal.
- 13.05 The provisions of this Article shall be a minimum benefit to teachers and teachers shall be entitled to a greater benefit if provided by a current arrangement or by a negotiated provision with a School Board.

ARTICLE 14 PROGRAM DEVELOPMENT ASSISTANCE FUND

- 14.01 The Employer shall annually provide the sum of two hundred thousand dollars (\$200,000.00) for the Program Development Assistance Fund.

- 14.02 The fund shall be administered by the Union and the Employer shall be provided with an annual financial statement of all disbursements in connection with this Article.
- 14.03 Applications submitted by teachers under the Program Development Assistance Fund shall be screened by a committee of five (5) members; three (3) appointed by the Union, one of whom shall be a non-voting chair, and two (2) appointed by the Employer. The committee shall determine its own procedures of operation.
- 14.04 Approval of all applications and the amount of each award shall be determined by the committee referred to in 14.03.
- 14.05 All decisions of the committee referred to in 14.03 shall be final and binding subject to the procedures of the committee.
- 14.06 The sums specified in 14.01 shall be forwarded to the Union in two (2) equal instalments, on August 1, and January 1 of each school year.

ARTICLE 15 RECLASSIFICATION OF CERTIFICATES

- 15.01 Restructuring of the classifications of Teachers' Certificates, Vocational Teachers' Certificates or Permits, shall not occur unless the restructuring is mutually agreeable to the Union and the Employer.
- 15.02 Changes in the requirements for Teachers' Certificates, Vocational Teachers' Certificates or Permits shall not occur unless the changes in the requirements are mutually agreeable to the Union and the Employer.

ARTICLE 16 TEACHER CERTIFICATION AND CHANGE IN CERTIFICATION

GENERAL

- 16.01 A teacher shall apply to the Minister of Education or delegated official for certification or change therein.
- 16.02 An application made under 16.01 shall be supported by an official transcript or transcripts or acceptable documentation issued by the appropriate institution(s).
- 16.03 Documentation as per 16.02 shall be submitted within a reasonable time after receipt.
- 16.04 A certificate shall be issued only after receipt by the Registrar of official documentation. The initial certificate or new certificate shall be issued within thirty (30) days of receipt by the Registrar of the required official documentation. Notwithstanding this, if, for unforeseen circumstances, a certificate cannot be issued in thirty (30) days the Union shall be informed in writing.

INITIAL CERTIFICATION

- 16.05 For salary purposes the classification of initial permit or certificate shall be effective on the date the teacher qualified for the classification or as of the first (1st) day of the school year in which the teacher applied for the classification and submitted all of the required documentation, whichever is the later.

CHANGE IN CERTIFICATION

- 16.06 The application for change in certification shall include either an official transcript or a copy of the teacher's letter to the institution requesting the official transcript.
- 16.07 For salary purposes, the classification of permit or certificate shall be effective as follows:
- (i) if all required documentation is received between and including March 1 to September 30, the classification shall be effective August 1 contained within the period March 1 to September 30;
 - (ii) if all required documentation is received between and including October 1 to the last day of February, the classification shall be effective January 1 of the same school year.

ARTICLE 17 ISSUANCE OF PERMITS

- 17.01 Except as provided herein, only certified teachers shall be engaged in a public school by a School Board.
- 17.02 Notwithstanding 17.01, a School Board which has been unable by August 1 to obtain the services of a person who holds a teacher's certificate or vocational teaching permit, and who is capable of fulfilling the requirements of the position, may recommend to the Regional Education Officer that a "permit to teach" be issued by the Employer to a non-certified person. The request shall contain a confirmation that the School Board advertised provincially, and that no certified teacher who is capable of fulfilling the requirements of the position applied for and was available to fill the position. A copy of the request and confirmation that the School Board advertised provincially shall be forwarded to the Union. For greater certainty, advertising on the School Board's website is sufficient to satisfy the requirements of this article.
- 17.03 The Regional Education Officer may forward the recommendation pursuant to 17.02 to the Employer and the Employer may issue a "permit to teach".
- 17.04 If a "permit to teach" is issued pursuant to 17.03, the Union shall be advised by the Employer within two (2) weeks of the permit being issued. The notification shall include the teaching assignment for which the permit was issued.
- 17.05 A "permit to teach" shall be valid only for the school year and school section for which it is issued and shall become invalid without redress at the end of the school year in which it was issued.

ARTICLE 18 **TEACHING EXPERIENCE**

- 18.01 To determine a teacher's experience for salary increments for a school year, the teacher's total service shall be determined as of the first (1st) day of August of the academic school year in which the teacher applied for the recognition of service and submitted all the required documentation.
- 18.02 Should a teacher with partial years service complete the requirements as set forth in 18.03, 18.04 or 18.05 before January 1 of any school year, the teacher shall be entitled to an automatic revision of increment effective January 1 of that school year.
- 18.03 If a teacher teaches or claims one hundred seventy-five (175) teaching days in the period January 1 to December 31, 1981, or any calendar year thereafter and is not eligible to receive a salary increment in August of the same calendar year, this service shall be deemed to be the equivalent of one hundred ninety-five (195) days for increment purposes and the teacher shall be eligible for an increment revision pursuant to 18.02.
- 18.04 In computing the number of years of a teacher's service, any school year before the first (1st) day of August, 1958, in which the teacher was engaged in teaching for one hundred eighty (180) days or more, including days deemed claimable days, shall count as one (1) school year. If a teacher was engaged in teaching for less than one hundred eighty (180) days, including days deemed claimable days, in two (2) or more years the number of school years that may be counted shall be the whole number in the quotient of the total number of days on which the teacher was so engaged in such years, divided by the prescribed number of days in the teaching year in which the service was rendered.
- 18.05 In computing the number of years of a teacher's service, any school year commencing on or after the first (1st) day of August, 1958, in which the teacher was engaged in teaching for one hundred seventy-five (175) days or more, including days deemed claimable days, shall count as one (1) school year.
- 18.06 If a teacher is or has been engaged in teaching for less than one hundred seventy-five (175) days, including days deemed claimable days in any years of two (2) or more school years commencing on or after the first (1st) of August, 1958, the number of school years that may be counted shall be the whole number in the quotient of the total number of days on which the teacher was so engaged in such years, divided by the prescribed number of days in the teaching year in which the service was rendered.
- 18.07 Notwithstanding 18.04 and 18.06 herein, any teacher in a job-sharing situation, pursuant to Article 33.01 (ii) (a) shall be eligible, for increment purposes, to count one hundred seventy-five (175) days taught and claimed in a two (2) consecutive instructional year period.

ARTICLE 19 **RECOGNITION OF SERVICE**

19.01 Where this Professional Agreement or any Local Agreement contains any of the following benefits, these periods of absence shall be considered teaching service for the purpose of determining salary increments:

- (i) Deferred Salary Leave;
- (ii) Leave of Absence for Pregnancy;
- (iii) Parental Leave Allowance Weeks
- (iv) Leave for Birth of Child;
- (v) Leave for NSTU President;
- (vi) Leave for Injury on Duty;
- (vii) Other Absences - No Loss of Salary, as provided in this Agreement;
- (viii) Other Absences - Loss of Salary, as provided in this Agreement;
- (ix) Absences pursuant to 25.13 and 25.14;
- (x) Absences, as provided in a Local Agreement for:
 - (a) personal illness of the teacher;
 - (b) death and/or serious illness of a person other than the teacher;
 - (c) urgent or imperative responsibilities of the teacher;
 - (d) leave of absence for the purpose of taking additional study or training;
 - (e) educational leave or sabbatical leave.

ARTICLE 20 **TENURE**

20.01 In this Article:

- (i) “employer” means the School Board as defined in Article 1 of this Agreement;
- (ii) “permanent contract” means a written contract between an employer and a teacher in a form approved under Section 30 of *The Education Act* as set forth in Schedule A, which schedule shall be deemed to be a part of this Agreement, that has been entered into after the teacher has served under a probationary contract, or has been employed by the employer for two (2) or more years immediately preceding the year in which the employer entered into probationary and permanent contracts with the teacher for the first time;
- (iii) “probationary contract” means a written contract between an employer and a teacher in a form approved under Section 30 of the *Education Act* as set forth in Schedule B, which schedule shall be deemed to be a part of this Agreement, whereby the teacher is employed on a probationary basis for a term of two (2) years unless a replacement year is offered pursuant to 20.02 (ii);
- (iv) “term contract” means a written contract other than a probationary or permanent contract between an employer and a teacher in a form approved under Section 30 of *The Education Act* and Article 33 of this Agreement.

20.02 (i) Where the probationary contract of a teacher is not terminated as provided in this Article or the teacher is not suspended or discharged, the employer shall offer the teacher a permanent contract at the end of the second (2nd) year of the probationary contract and

- may offer the teacher a permanent contract at the end of the first (1st) year of the probationary contract.
- (ii) Notwithstanding 20.02 (i), where in either of the two years of the probationary contract the teacher cannot claim 145 days as days taught, as defined in Schedule B of this Agreement, the employer may require the teacher to complete a third probationary year, after which the employer shall offer the teacher a permanent contract at the end of the third year of the probationary contract provided the probationary contract is not terminated or the teacher is not suspended or discharged as provided in this Article.
 - (iii) With respect to teachers described in 20.19 and notwithstanding the language of that provision, where in the year of the probationary contract the teacher cannot claim 145 days as days taught, as defined in Schedule B of this Agreement, the employer may require the teacher to complete a second probationary year, after which the employer shall offer the teacher a permanent contract at the end of the second year of the probationary contract provided the probationary contract is not terminated or the teacher is not suspended or discharged as provided in this Article.

20.03 The employer may:

- (i) suspend, for just cause, with or without loss of salary but without loss of benefits, any teacher in its employ at any time for a reasonable period, and a written report stating the reason for the suspension shall be furnished to the teacher within seven (7) days of the date of suspension; or
- (ii) authorize the Superintendent or supervisor of schools or the school principal who is in charge of a school system, to suspend, for just cause, with or without loss of salary but without loss of benefits, any teacher in its employ at any time for a period not exceeding ten (10) days, and a written report shall be furnished to the employer with a copy to the teacher, within seven (7) days of the day of suspension; and
- (iii) a teacher who has been suspended shall:
 - (a) be given written notice of the complaint against the teacher upon which the suspension of the contract is based by the employer within seven (7) days of the date of suspension; and
 - (b) be given an opportunity to appear before the employer in person with or without counsel to make answer to the matters in the complaint within fourteen (14) days of delivery of the notice of complaint; and
- (iv) within ten (10) days of any appearance pursuant to 20.03 (iii) or, where there is no such appearance, within twenty (20) days of the giving of written notice pursuant to 20.03 (iii). The employer shall confirm, vary or revoke the suspension of the teacher, and where the suspension is revoked, it shall be deemed not to have taken place;
- (v) notwithstanding 20.03 (i) and (ii), no salary shall be deducted from a teacher until the suspension is confirmed or varied and in such case, where the suspension as confirmed or varied is with loss of salary, the employer shall deduct from the salary of the teacher an amount equivalent to the salary paid to the teacher for the suspension period prior to the confirmation or variation.

20.04 The employer may, by notice in writing, at any time for just cause, discharge any teacher in its employ.

20.05 The employer may:

- (i) by notice in writing given to the teacher not later than the fifteenth (15th) day of May, terminate a probationary contract at the end of the first (1st) or second (2nd) year; or
- (ii) by notice in writing given to the teacher not later than the fifteenth (15th) day of May, terminate a permanent contract at the end of the school year for:
 - (a) just cause, or
 - (b) if, in the system under the jurisdiction of the employer, the estimated enrolment of courses the teacher is qualified and willing to teach is insufficient to justify the employment of the teacher.

20.06 An employer shall not terminate a probationary contract pursuant to (i) of 20.05 until:

- (i) the employer has given the teacher written notice of the reasons upon which the termination is to be based, and
- (ii) within fourteen (14) days but not before seven (7) days after the employer has given notice to the teacher pursuant to (i) of 20.06 an opportunity has been given the teacher by the employer to appear before the employer in person, with or without counsel to present comments upon the notice and reasons upon which the termination is to be based.

20.07 Where an employer terminates a probationary contract, the termination is not subject to any grievance procedure provided in a contract relating to the employment of the teacher nor to any appeal.

20.08 An employer shall not discharge a teacher pursuant to 20.04, or terminate a permanent contract pursuant to (a) or (b) of 20.05 (ii) until:

- (i) the School Board has given the teacher written notice of the complaint against the teacher upon which the discharge or termination of contract is based; and
- (ii) within fourteen (14) days but not before seven (7) days after the employer has given notice to the teacher pursuant to (i) of 20.08 an opportunity has been given the teacher by the employer to appear before the employer in person with or without counsel to make answer to the matters in the complaint; and
- (iii) where the employer is a School Board, the discharge or termination of contract is approved by a resolution passed by a majority of the members of the School Board who vote at a duly-called meeting, at which at least eighty percent (80%) of the members are in attendance;
- (iv) the decision by the employer to discharge or terminate shall be made at the School Board meeting called pursuant to 20.08(ii) or within twenty (20) days of such meeting.

20.09 The employer may at any time prior to the constitution of a Board of Appeal pursuant to 20.10, vary or revoke the discharge or termination of contract of the teacher, and where the discharge or termination is revoked, it shall be deemed not to have taken place.

- 20.10 A teacher who is suspended or discharged, or whose permanent contract is terminated, may appeal the suspension, discharge or termination by giving written Notice of Appeal to the employer and the Minister within twenty (20) days of any confirmation or variation of the suspension, discharge or termination of contract.
- 20.11 When a Notice of Appeal is given pursuant to 20.10, a Board of Appeal shall be constituted and shall be composed of one (1) person appointed by the Minister.
- 20.12 The Board of Appeal shall have the powers of a commissioner appointed under the *Public Inquiries Act* and shall inquire into the suspension, discharge or termination of a contract and shall, after hearing the teacher and the employer, make an order confirming, varying or revoking the suspension or discharge or confirming or revoking the termination of contract.
- 20.13 An order made by a Board of Appeal shall be final and binding upon the teacher and the employer and a copy of the order and a copy of any decision, reasons or report, shall be transmitted forthwith by the School Board to the teacher, the employer and the Minister of Education.
- 20.14 Nothing in this Article shall prevent a Board of Appeal from attempting to effect a settlement of the differences between the teacher and the employer and the terms of any settlement agreed upon by the teacher and the employer shall be final and binding.
- 20.15 Nothing in this Article shall prevent a teacher from terminating a contract in accordance with the terms and conditions of the contract or in accordance with any method permitted by law.
- 20.16 One-half (1/2) of the costs, expenses and fees of the Board of Appeal shall be paid by the teacher and the other half by the employer.
- 20.17 Notwithstanding any other enactment or agreement, the costs of the Board of Appeal shall not be included in any calculation for the purpose of determining financial assistance to the School Board by the Province.
- 20.18 A teacher who has had a contract or contracts with a School Board for more than two (2) consecutive years, inclusive of the school year 1971-1972, shall be deemed to have had a permanent contract.
- 20.19 Any teacher who during the school year 1971-72 or any school year thereafter has a permanent contract in Nova Scotia or is deemed to have had a permanent contract in Nova Scotia and is hired thereafter by any School Board may be hired by way of a probationary contract, which probationary contract shall not be for more than one (1) year.
- 20.20 Where a teacher is hired on a probationary contract pursuant to Article 20.19, that teacher shall be deemed to be a second year probationary teacher for the purposes of Article 21.10 – Job Security.

ARTICLE 21 **JOB SECURITY**

- 21.01 This Article does not abrogate any terms or provisions contained in an agreement between a School Board and the Union.
- 21.02 There shall be established by January fifteenth (15th) of each year a Provincial Job Security Committee and a Local Job Security Committee. The Provincial Job Security Committee shall consist of three (3) members; one (1) appointed by the Union, one (1) appointed by the Nova Scotia School Boards' Association and a Chairperson appointed by the Employer. The Local Job Security Committee shall be composed of three (3) persons; one (1) appointed by the Union, one (1) appointed by the School Board and a Chairperson who shall be a Regional Education Officer. At least two (2) of the members shall constitute a quorum of the Committee.
- 21.03 If a party, pursuant to 21.02, refuses or neglects to appoint a representative to the Provincial Job Security Committee, the Employer shall appoint the representative.
- 21.04 The Provincial Job Security Committee shall, by unanimous agreement, devise procedures, including time limits and extensions to deadlines based on reasonable operational requirements as are necessary for the effective administration of the placement program.
- 21.05 If, following staffing for the ensuing school year pursuant to the Local Agreement, a permanent or probationary contract teacher is in receipt of a notice of termination pursuant to Article 20, or term contract teacher pursuant to Article 33.01 (i) of this Agreement who has two (2) years full-time term consecutive years of service with the School Board or credited aggregate service in accordance with the Local Agreement has not been placed, the teacher(s) name shall be referred to the Local Job Security Committee.

Job Security Within a School Board

- 21.06 The Local Job Security Committee shall determine if a teacher was hired by the School Board, for the ensuing school year, prior to the commencement of staffing for the ensuing school year pursuant to the Local Agreement. The School Board will then determine if the teacher(s) identified in 21.05 would have been qualified to fill the position for which a teacher was hired prior to staffing process for the ensuing school year.
- 21.07 If the teacher(s) identified in 21.05 is qualified, the School Board will:
- (a) reinstate the permanent or probationary contract teacher(s) in accordance with the procedure set out in 21.10;
 - (b) place the term teacher(s) in accordance with the provisions in the Local Agreements;
 - (c) positions shall be offered to the teacher(s) in accordance with the terms and conditions under the agreement between the School Board and the Nova Scotia Teachers Union. The School Board's options to make positions available to teachers in 21.07 shall include but will not be limited to, the following:
 - (i) offer of an Early Retirement Incentive Plan pursuant to the Special Circumstances provision of Appendix A. This offer will be limited to a number equal to the

number of teachers hired prior to the commencement of the staffing process for the ensuing school year and will be made to the most senior teacher whose position the surplus teacher(s) is qualified to fill, in the opinion of the School Board;

- (ii) offer of Job Sharing; or
- (iii) provide full time substitute service for the ensuing school year at the teacher's regular rate of salary or other equivalent assignment.

21.08 The Local Job Security Committee shall satisfy itself that reasonable effort is made by the School Board and its administrative and supervisory personnel to have the number of permanent and/or probationary contract teachers who are in receipt of notice of termination because of staff reduction reduced by attrition including the following:

- (i) full year leaves of absence;
- (ii) additional retirements including the Early Retirement Incentive Plan;
- (iii) permanent full time substitutes;
- (iv) job sharing (within staff).

Job Security Outside a School Board

21.09 Where the Local Job Security Committee has determined that a School Board has not hired prior to the staffing process for the ensuing school year and there are permanent and/or probationary teachers in receipt of notice of termination, the Local Job Security Committee shall refer the name and curriculum vitae of the teacher to the Provincial Job Security Committee no later than May 16 of the school year. The Regional Education Officer or designate shall be responsible for providing a curriculum vitae form to each teacher who has received a notice of intent to terminate.

The Provincial Job Security Committee will determine if permanent and/or probationary contract teachers in receipt of notice of termination because of staff reduction can be placed in available positions in other School Boards.

- (a) The Provincial Job Security Committee will first determine if there are available positions in another School Board, which shall be designated as the receiving School Board by the following process:
 - (i) If, following staffing for the ensuing school year according to the Local Agreement, a School Board determines the need to hire a new teacher for the ensuing school year, it shall make its requirement known to the Provincial Job Security Committee. Included within this notice shall be all the pertinent data applicable to the vacant position, including but not limited to, such matters as courses taught, qualifications and desired location.
 - (ii) The Provincial Job Security Committee shall refer to the enquiring School Board names and curriculum vitae of the remaining teachers, who appear, by the nature of their curriculum vitae, in the opinion of the Committee, to be competent and qualified to fill the vacancy. The referral shall clearly indicate the contract status

of the teacher. Referral or non-referral of a name pursuant to this provision is final and non-grievable.

- (b) If the permanent contract teacher(s) identified in 21.09 is, in the judgement of the receiving School Board, qualified to fill the position, the available position will be offered to the teacher(s). After the permanent contract teacher(s) identified in 21.09 are placed the receiving School Board will give consideration to the probationary teacher(s) identified in 21.09. Where there is more than one (1) teacher to be placed the Provincial Job Security Committee will determine the order in which the position is to be offered.
- (c) Where there are no available positions in other School Boards the Provincial Job Security Committee will determine if another School Board has hired prior to the staffing process for the ensuing school year in that School Board which shall be designated as the receiving School Board. The receiving School Board will then determine if the permanent contract teacher(s) identified in 21.09 is qualified to fill the position for which a teacher was hired prior to the staffing process for the ensuing school year.
- (d) If the teacher(s) identified in 21.09 is qualified, the receiving School Board will then place the teacher subject to terms and conditions under the Agreement between the School Board and the Nova Scotia Teachers Union. The School Board's options to make positions available to teachers in 21.09 shall include, but will not be limited to, the following:
 - (i) offer of an Early Retirement Incentive Plan pursuant to the Special Circumstances provision of Appendix A. This offer will be limited to a number equal to the number of teachers hired prior to the commencement of the staffing process for the ensuing school year and will be made to the most senior teacher whose position the surplus teacher(s) is qualified to fill, in the opinion of the School Board;
 - (ii) offer of Job Sharing; or
 - (iii) provide full time substitute service for the ensuing school year at the teacher's regular rate of salary or other equivalent assignment.

General

- 21.10 If, prior to the start of the ensuing school year, a position opens in the School Board where the surplus teacher was in receipt of a notice of termination because of staff reduction, the position will be offered in the following order. Firstly, to permanent contract teachers in the reverse order in which they were terminated; secondly, to second year probationary contract teachers in the reverse order in which they were terminated; and lastly, to first year probationary contract teachers in the reverse order in which they were terminated.
- 21.11 A teacher, who is placed pursuant to 21.09 (a) (b) or (d) will be deemed to be on loan to the new School Board and shall be considered to be an employee of the originating School Board for the ensuing school year. This does not preclude the right of the receiving School Board to offer, and for the teacher on loan to accept an offer of employment to fill the vacant position in accordance with the hiring policy of the receiving School Board. All benefits shall remain and continue to be in effect. The receiving School Board shall reimburse the loaning School Board for all costs related to the teacher who is on loan.

- 21.12 For the purpose of 21.11 a probationary contract teacher to which clauses 32.13, 33.02, or 33.05 apply shall be deemed to be in the second year of probationary service.
- 21.13 For the purposes of discharging a teacher for cause and for the suspension of a teacher including the provisions of appeal pursuant to Article 20 – Tenure, the receiving School Board shall be deemed to be the Employer.
- 21.14 The loan arrangement will cease at the end of the ensuing school year.
- 21.15 All costs associated with the appointees to the Provincial Job Security Committee shall be the responsibility of the appointing body.

ARTICLE 22 SEVERANCE PAY

- 22.01 When staff reduction is deemed necessary by a School Board and the number of staff to be reduced cannot be accomplished by attrition, then termination of a permanent contract pursuant to Article 20.05 (ii) (b), shall be in accordance with the provisions contained in an agreement between a School Board and the Union.
- 22.02 Where the permanent contract of a teacher who has five (5) or more years of continuous service as a teacher in the province is terminated pursuant to 20.05 (ii) (b), the teacher, upon application to the Employer is entitled to severance pay equal to the amount obtained by multiplying the number of completed years of continuous service as a teacher in the province by two percent (2%) of the teacher's annual salary of the year in which termination occurred to a maximum of forty percent (40%) provided that in no case shall such severance pay exceed fifty percent (50%) of the salary rate of a TC5/ITC/VTCII, position 7.
- 22.03 Notwithstanding 22.02, a teacher who has credit for thirty-five (35) or more years of pensionable service under the *Teachers' Pension Act*, and the pension is not subject to an actuarial reduction, shall not be eligible for severance pay.
- 22.04 Notwithstanding 22.02, a teacher who refuses an offer to teach for the school year immediately following the year in which the phase out occurs, shall not be eligible for severance pay.
- 22.05 Fifty percent (50%) of the severance pay is payable by the Employer on September 1, where there is evidence that a teacher has not been engaged to teach for the current school year. The remaining fifty percent (50%) is payable by the Employer on or after October 15, when it can be determined that the teacher cannot teach or claim one hundred seventy-five (175) or more days in the school year.
- 22.06 A teacher's continuous service shall not be deemed to be broken when the teacher is on approved leave.
- 22.07 The severance pay pursuant to 22.02, shall be reduced by any severance pay paid by the employing School Board.

ARTICLE 23 SUSPENSION OR CANCELLATION OF CERTIFICATE OR PERMIT

- 23.01 The Employer may suspend or cancel for cause the certificate or vocational permit of a teacher.
- 23.02 Whenever it is decided by the Employer that the certificate or vocational permit of a teacher is to be suspended or cancelled, a notice in writing shall be given to the teacher involved at least thirty (30) days prior to said action being taken. Such notice must contain the reason(s) invoked against the teacher and no other reason(s) may subsequently be advanced against the teacher. The teacher may invoke the appropriate provisions of the grievance procedure (including arbitration).

ARTICLE 24 EXTRA-CURRICULAR ACTIVITIES

- 24.01 While the parties consider it desirable that teachers participate in extra-curricular activities, it is recognized by the parties bound by this Agreement that any involvement, such as participation, supervision, administration, direction, coaching, by a teacher in extra-curricular activities shall be on a voluntary basis.

ARTICLE 25 SCHOOL YEAR

- 25.01 The academic school year begins on the first (1st) day of August in each year and ends on the thirty-first (31st) day of July next following.
- 25.02 The school year shall consist of one hundred ninety-five (195) school days.
- 25.03 As part of the one hundred ninety-five (195) school days pursuant to 25.02 of the Agreement, a School Board shall allocate days for in-service education, organization, pupil evaluation and classification.
- 25.04 Days which may be used pursuant to 25.05 (iii), shall be calculated by multiplying the number of teachers employed by a School Board by eight (8) days minus the total number of days utilized pursuant to 25.05 (i), (ii) and (iv) and subject to the limitation of 25.05 (iii).
- 25.05 Days pursuant to 25.04 shall, with the approval of the School Board and the Regional Education Officer, be designated for use as follows:
- (i) up to two (2) days per teacher per year for organization purposes;
 - (ii) up to three (3) days per teacher per year for such purposes as pupil evaluation and classification and administrative purposes;
 - (iii) subject to a limitation of five (5) days times the number of teachers employed by a School Board, and with the proviso that teachers shall be allocated days on the basis of assessed needs, the remaining days for attendance at in-service programs sponsored by the School Board or Department of Education, of which one (1) day per teacher per year may be used for an in-service planned and initiated by an individual teacher or a group of teachers in a school system;

- (iv) up to one (1) day per teacher per year in addition to days provided in (ii) for the preparation of anecdotal student reports.

- 25.06 Every school shall open each year not earlier than the first (1st) day of September and not later than the Wednesday following Labour Day and end not later than the thirtieth (30th) day of June following.
- 25.07 A teaching day is any day other than Saturday, Sunday, or a statutory holiday which is within the school year.
- 25.08 The Christmas vacation shall commence not earlier than and end not later than on dates fixed in each school year by the Employer and shall consist of Christmas Day and New Year's Day and not fewer than five (5) or more than ten (10) weekdays, excluding Saturdays and Sundays.
- 25.09 The spring vacation shall consist of five (5) consecutive weekdays excluding Saturdays and Sundays in March or another month, such dates to be determined by the Employer.
- 25.10 School holidays include Labour Day, Thanksgiving Day, Good Friday, Easter Monday, Victoria Day, the day fixed by proclamation for observance of the birthday of the reigning sovereign, and Remembrance Day where Remembrance Day falls on a teaching day.
- 25.11 Notwithstanding 25.07, where the one hundred ninety-fifth (195th) school day in any school year falls on a Monday, a School Board may declare that the one hundred ninety-fifth (195th) school day will be held on the Saturday immediately preceding the Monday.
- 25.12 It is recognized that supervisory personnel may require more time than the one hundred ninety-five (195) days required for other teachers in order to carry out those duties which are necessary for the efficient operation of the school, such days to be determined by the individual supervisory person involved, based on the supervisory person's professional judgment in consultation with the Superintendent of Schools or designated Director.
- 25.13 Supervisory personnel who work more than one hundred ninety-five (195) days pursuant to 25.12 shall be granted time off at times mutually agreeable to the teacher and the teacher's immediate supervisor, to a maximum of five (5) days to compensate for time worked.
- 25.14 Teachers, other than teachers receiving a supervisory allowance pursuant to 25.12, when requested by the Superintendent or designated Director, in writing, and agree to work outside of the school year pursuant to Article 25.02 of this Agreement shall be granted time off. Such time shall be taken with the prior approval of the teacher's immediate supervisor to a maximum of five (5) days to compensate for time worked.
- 25.15 The operational calendar for each school year shall be determined by the Employer. The Employer shall consult with the President of the Union at least two (2) weeks prior to publication of the calendar.

25.16 Notwithstanding 25.15, when discretion is given to School Boards by the Minister of Education in determining a School Board's operational calendar for the school year, the operational calendar of a School Board's school year shall be established in consultation with the local representatives of the Union. A School Board shall make every reasonable effort to provide the local representatives of the Union with a copy of the proposed school year calendar at least thirty (30) days before the calendar is adopted.

ARTICLE 26 LEAVE FOR INJURY ON DUTY

- 26.01 (i) When injured in the performance of the teacher's duties, which duties have been approved by a School Board or its representative, the teacher, on application to the School Board, shall be placed on leave with full salary until the teacher is medically certified able to continue teaching.
- (ii) A teacher will notify the teacher's immediate supervisor as soon as possible of any injury incurred in the performance of the teacher's duties.
- 26.02 Such leave shall not exceed two (2) years from date of the injury. If the teacher is still unable to resume the teaching duties which had been assigned the teacher shall be entitled to use the teacher's sick leave.
- 26.03 The salary paid as per 26.01, shall be reduced, during the two (2) year period as per 26.02 by the amounts paid the teacher under any disability or liability insurance settlements, towards which the School Board contributes premium.
- 26.04 Engagement in other remunerative employment while on leave with pay pursuant to 26.01, without written School Board approval, will disqualify the teacher from further salary benefits under the terms of this Article.
- 26.05 (i) For the purposes of this Article, the School Board may require the teacher to be examined by a medical practitioner agreeable to the Union and the School Board. Said medical practitioner may request a functional capacity evaluation by a qualified health provider or other appropriate evaluation tool to assess the teacher's fitness to return to work. Correspondence or communication relating to the request shall be copied to the teacher at the time of the request.
- (ii) The cost of such examination shall be borne by the School Board.
- 26.06 Notwithstanding 26.02, should an injured teacher return to work within the two (2) years as provided in 26.02, the unused portion of this leave shall be credited to the teacher to be used by the teacher in case of any disability resulting from the original injury. Such use shall be subject to medical evidence.
- 26.07 Where a physician prescribes, as a result of an injury under 26.01, any health care service, product or device, and where such services are shown to be medically appropriate for the injury claimed, reimbursement may be authorized for the costs of such health care service, product or device beyond that provided for with Total Care for a period not to exceed three (3) years from

the date of injury. The Employer will provide such reimbursement when authorized pursuant to the following:

- (i) A committee composed of the Executive Director of the Union, or designate, and the Senior Executive Director, Human Resources and Legal Services of the Department of Education, or designate.
- (ii) Where the committee cannot agree on reimbursement, the Union may refer the claim to an adjudicator who shall be appointed by the committee on an annual basis.
- (iii) The adjudicator shall not reach any decision inconsistent with the terms of this collective agreement nor alter, amend or modify any provisions of the Professional Agreement.
- (iv) The adjudicator will be chosen by the parties. If agreement is not possible the parties will request the Minister of Environment and Labour to appoint an adjudicator.

26.08 Upon receipt of compensation or benefits from any source (other than a disability or insurance policy toward which the teacher alone contributes premiums or CPP Disability Pension) in relation to articles 26.01, 26.02, 26.05, 26.06, or 26.07, the teacher shall immediately pay to the School Board the amount of such compensation or benefits, up to the amount received by the teacher under those articles or paid by the School Board to any other party.

ARTICLE 27 PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

- 27.01 A female teacher shall, no later than the fifth (5th) month of pregnancy, forward to the Director of Human Resources a written request for leave of absence-
- 27.02 A School Board shall, upon the request of a teacher made through the Director of Human Resources grant the teacher, at any time from a day eleven (11) weeks before the specified date of delivery to the day of actual delivery, a leave of absence:
- (i) of seventeen (17) consecutive weeks; or
 - (ii) to a date six (6) weeks after the date of actual delivery; or
 - (iii) for any shorter period, at the option of the teacher, except that a teacher shall not work, and the School Board shall not cause or permit a teacher to work, for at least six (6) weeks after the date of delivery, unless in the written opinion of a legally qualified medical practitioner, chosen by the teacher, a shorter period is sufficient.
- 27.03 Where a teacher reports for work upon the expiration of the period referred to in 27.02, she shall resume work with no loss of benefits accrued to the commencement of the maternity leave.
- 27.04 A teacher shall produce, when so requested by the Director of Human Resources a certificate from a legally qualified medical practitioner specifying the date upon which delivery will occur, in the opinion of the medical practitioner.
- 27.05 Notwithstanding 27.02, 27.08, 27.10, and 27.18 in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the leave of absence period, including pregnancy or parental leave or allowance, which was to have occurred after the expected end of the hospitalization period may, for a time up to a maximum of six (6) months after the birth, be deferred until the child is released from the hospital.

Pregnancy Allowance

27.06 Teachers on pregnancy leave shall be entitled to the following benefit:

- (i) seventy-five percent (75%) of her weekly salary during the two (2) week EI waiting period;
- (ii) the teacher's weekly EI benefit will be topped up to ninety-three percent (93%) of the teacher's weekly salary up to a maximum of five (5) additional weeks.
- (iii) parental allowance pursuant to Article 27.18 (ii) up to a maximum of ten (10) weeks.
- (iv) weeks in (i), (ii) and (iii) above are to be consecutive unless deferred as per 27.08 .

27.07 The teacher's weekly salary shall be determined by, and consistent with, the principles of the EI Regulations as they apply to teachers.

- 27.08 (i) Notwithstanding 27.06, if a probationary or permanent contract teacher requests parental leave at the time of request for pregnancy leave, and if the teacher is in receipt of a pregnancy or parental allowance during the summer, then the pregnancy and parental allowance beginning with the first non-teaching day in the summer shall be deferred to commence on the first day of the teaching period in the school year. –For greater certainty, a teacher cannot receive more than seventeen (17) weeks leave of absence for pregnancy and more than thirty-five (35) weeks parental leave for a maximum of fifty-two (52) weeks.
- (ii) In the event that the days in July are pregnancy leave and the pregnancy and parental allowance is deferred, the School Board shall nonetheless calculate whether the teacher is owed any amount of pay for days taught and claimed during the school year, and if so, the teacher shall be paid the amount owed as part of the regular July payroll(s).
- (iii) In the event the days in August are pregnancy leave and the pregnancy and parental allowance is deferred, the teacher will receive no bi-weekly pay from the Board for the deferred days in that month. Upon return to work, the teacher shall return to regular pay and shall receive a lump sum payment for the advance not received in August.
- (iv) In the event that a teacher requests a pregnancy and parental leave pursuant to 27.04 (i), and due to exceptional circumstances wishes to return to work after the expiration of the pregnancy leave, the Board shall allow the teacher to return to work if notice is received at least six weeks prior to the expiration of pregnancy leave.

- 27.09 (i) Teachers not requesting parental leave shall take their pregnancy leave in consecutive weeks.
- (ii) Where the pregnancy leave under 27.02(i) is scheduled to include July, a reconciliation of monies owed but not paid shall be made at the end of June. The Board shall calculate the monies owed but not paid by taking the difference of the amount of regular salary the teacher received up to the beginning of the pregnancy leave and the number of days taught and claimed multiplied by the daily rate. The Board shall also determine the amount of allowance the teacher would be entitled to in accordance with 27.06 for the month of July. Payment for July shall be made as follows:
- (a) if the amount of money owed but not paid exceeds the amount of the 27.06 allowance for July, then the teacher shall receive in July only that money owed but not paid.

- (b) if the amount of money owed but not paid is equal to or less than the amount of the 27.06 allowance for July, then the teacher shall receive in July only the 27.06 allowance.

Parental / Adoption Leave

- 27.10 A teacher who is either a natural or adoptive parent shall be granted, on request, up to thirty-five (35) weeks of parental leave. If both parents are teachers, the leave may be shared between the two (2) parents in two (2) continuous periods of time.
- 27.11 Notwithstanding 27.01, a leave, or portion thereof, of up to one (1) day with pay may be used by the adopting teacher at times when the teacher is required to be present at meetings as a condition of adoption. This benefit shall apply to both teachers where the adopting parents are both teachers
- 27.12 (i) The request for parental leave from a natural parent shall be submitted in writing to the Director of Human Resources at least six (6) weeks prior to the commencement of such leave unless the teacher requests the leave pursuant to Article 27.18(iv) in which case the request must be made at the same time as the request for leave of absence for pregnancy. The six (6) week period shall be waived or reduced in exceptional circumstances.
- (ii) The request for parental leave from an adoptive parent shall be submitted in writing to the Director of Human Resources upon receipt of notice of the date of adoption with a copy of the notice. The parental leave shall commence either when the child comes into the full care of the teacher or upon six (6) weeks notice to the Board.
- 27.13 (i) A parental leave for natural parents may be taken at any time during the first year after the child arrives home.
- (ii) A parental leave for adoptive parents may be taken at any time during the first year after the date of the adoption.
- 27.14 All insurance benefits shall remain in effect while the teacher is on parental leave.
- 27.15 When the parental leave expires, the teacher shall return to an assignment(s) that the teacher would have received but for the leave.
- 27.16 In the event that a teacher requests a parental leave pursuant to 27.12 and due to exceptional circumstances wishes to return to work before the completion of the leave, the School Board shall attempt to allow the teacher to return to work on the School Board's receipt of one (1) month's notification.
- 27.17 Where a School Board has granted parental leave pursuant to 27.10 to a term contract teacher who:
- (i) has already accumulated two (2) consecutive years of full-time term service pursuant to Article 33.01 (i) of this Agreement or aggregate term service of three hundred ninety (390) days or more before the school year in which the leave began, the service accumulated shall not be broken and the accumulated service as it relates to recall rights under a Local Agreement shall continue for the following school year;

- (ii) would have achieved two (2) consecutive years of full-time term service pursuant to Article 33.01 (i) of this Agreement but for the parental leave, the service shall not be deemed to be broken. If the teacher is employed in the school year following the school year in which the leave began, the term contract service shall be counted for the purpose of accumulating two (2) years full-time, term consecutive years of service pursuant to Article 33.01 (i) of this Agreement and shall be considered to be consecutive for the purpose of recall rights under a Local Agreement; or
- (iii) would have achieved, in that school year, aggregate term service of three hundred ninety (390) days taught and claimed, in accordance with the recall rights under their Local Agreement but for the parental leave, the service shall be deemed to be consecutive. If the teacher is employed in the school year following the year in which the leave began, the term contract service shall be counted for the purpose of accumulating aggregate term service and shall be considered to be consecutive. For clarity, the teacher must have a minimum number of days required in their Local Agreement in the school year for the consecutiveness to be recognized.

Parental Allowance

27.18 A teacher who is a natural or adoptive parent and is granted parental leave pursuant to 27.10 shall be entitled to the following benefits:

- (i) seventy-five percent (75%) of the teacher's weekly salary during the two (2) week EI waiting period;
- (ii) the teacher's weekly EI benefit will be topped up to ninety-three percent (93%) of the teacher's weekly salary up to a maximum of ten (10) additional weeks
- (iii) weeks in (i) and (ii) above are to be consecutive and commence at the start of the leave.
- (iv) Notwithstanding (iii), a permanent or probationary contract teacher shall be entitled to defer the parental allowance during the summer in the same manner as a teacher requesting parental leave at the same time as pregnancy leave in 27.08.
- (v) If the permanent or probationary contract teacher does not request to defer the allowance, 27.09 shall apply.

27.19 To a teacher adopting a child for which the teacher is not eligible to receive an EI benefit, a leave of absence with pay, for up to five (5) days beginning the day in which the adoptive child comes into full care of the teacher and such additional days without pay as the teacher requests pursuant to Article 27, Parental Leave.

27.20 The teacher's weekly salary shall be determined by, and consistent with, the principles of the EI Regulations as they apply to teachers.

27.21 Notwithstanding 27.10, in the event both parents of the child are teachers, the provision of 27.18 shall apply only to one (1) teacher.

ARTICLE 28 COMPASSIONATE CARE LEAVE

- 28.01 The Director of Human Resources shall grant a teacher up to eight (8) weeks of unpaid leave, to be taken in blocks of not less than two weeks. Entitlement to the leave shall be consistent with the Compassionate Care provisions of the *Employment Insurance Act* and Regulations.
- 28.02 All insurance benefits shall remain in effect while the teacher is on leave.
- 28.03 A teacher shall give two (2) teaching days notice to the Director of Human Resources prior to returning to work.
- 28.04 If there is a death of the family member during the Compassionate Care Leave, the teacher will be entitled to Special Leave/Bereavement Leave according to the Local Agreement that applies to the teacher on leave. Where this Article conflicts with Special Leave/Bereavement Leave, the Local Agreement shall prevail.
- 28.05 Subject to the provisions of the Article 32.21 through 32.25 Substitute Teachers of this Agreement, where a replacement teacher is required for a teacher on Compassionate Care Leave, the replacement shall be a substitute teacher.

ARTICLE 29 LEAVE FOR BIRTH OF CHILD

- 29.01 On the occasion of the birth of the teacher's child, the non-birth parent who is a teacher shall be granted special leave with pay up to a maximum of two (2) days.
- 29.02 The leave may be divided as follows:
- (i) one (1) day during the confinement of the spouse;
 - (ii) the remainder of the leave shall be granted within six (6) weeks of the day that the spouse is discharged from the hospital. In the event that birth is at home, the six (6) week period shall begin from the date of birth.

ARTICLE 30 LEAVE FOR NSTU PRESIDENT

- 30.01 Any teacher who declares an intention to offer, for the position of President of the Union shall notify the Superintendent or designate as soon as possible after declaring the intention to seek the office of President.
- 30.02 Any teacher elected as President of the Union shall be given a leave of absence by the employing School Board for the term the teacher is to serve. Such leave shall not exceed four (4) years.
- 30.03 Notwithstanding 30.02, a leave of absence for a third (3rd) and subsequent consecutive term shall require the approval of the School Board.
- 30.04 All benefits of the teacher shall continue in effect while the teacher is serving as President and for such purposes, the teacher shall be deemed to be in the employ of the School Board.

- 30.05 Notwithstanding 30.04, the gross salary shall be determined by the Union, paid to the President by the School Board, and the amount of gross salary shall be reimbursed to the School Board by the Union.
- 30.06 Said teacher shall be reinstated to the position held immediately prior to assuming the position of President or to a position mutually agreed upon by the teacher and the School Board.

ARTICLE 31 OTHER ABSENCES

- 31.01 (i) Except for school closures caused by inclement weather, teachers may be required to report for work at their assigned school or other location when schools are closed to attendance by students in accordance with the procedures outlined in the Letter of Understanding – School Closures. When a school is closed for inclement weather no teacher shall suffer a loss in salary.
- (ii) No teacher shall suffer a loss in salary if the teacher is not required to report for work when a school is closed because of:
- (a) an order by the Minister of Education or the Minister’s representatives;
 - (b) an order by the School Board or its representative, in consultation with the Regional Education Officer. Failure of a School Board to consult the Regional Education Officer shall not result in a loss of salary or benefits to a teacher;
 - (c) an order by another proper authority.
- (iii) Notwithstanding that teachers are not required to report for work when schools are closed caused by inclement weather as outlined in article 31.01(i), teachers employed in supervisory, administrative and consultative positions who regularly work in central office locations may be required to report for work, except in cases where such locations are closed due to inclement weather.
- (iv) A teacher shall not suffer a loss of salary if:
- a) the teacher makes every reasonable effort, but is unable to get to the central office location because of inclement weather;
 - b) the teacher has been given permission to work from home.
- 31.02 No teacher shall suffer a loss in salary when absent, with the approval of the School Board:
- (i) because the teacher is attending institutes or meetings called at the direction of the Minister;
 - (ii) for not more than two (2) days while attending a professional conference or institute or meeting not called at the direction of the Minister, provided any such professional conference or institute or meeting has the approval of the Director of Regional Education Services and further provided reasonable notice is given by the teacher and where operational requirements permit, such permission shall not be unreasonably withheld;
 - (iii) because the teacher is attending provincial or federal government appointed committees or commissions;

- (iv) when a teacher is acting in an official capacity or as a representative of the Nova Scotia Teachers Union or any other provincial, national or international teacher organization provided reasonable notice is given by the teacher and where operational requirements permit, such permission shall not be unreasonably withheld;
- (v) because the teacher is writing examinations or defending a thesis for the purpose of improving the teacher's professional status;
- (vi) because the teacher is engaged in part-time employment by the province in a professional capacity;
- (vii) because a teacher is attending the teacher's own post-secondary convocation exercise/graduation or that of the teacher's spouse and/or children; one (1) day per event;
- (viii) because a teacher is a witness before a quasi-judicial body, provided that approval by the School Board shall not be unreasonably withheld;
- (ix) because the teacher is conducting in-service programs.

31.03 No teacher on a permanent, probationary or term contract shall suffer a loss of salary when absent:

- (i) because the teacher has been placed in quarantine by a medical officer or other person authorized by law, or other situations where a teacher is advised by a medical practitioner, or medical officer, to leave teaching duties and the leave is not provided under any sick leave or other leave provisions, and further provided that the Minister may require the teacher to be examined by a medical or health practitioner agreeable to both the teacher and the Minister;
- (ii) on a day of a civic, town, municipal, provincial, or federal election on which day time for voting is required by a teacher whose name is on the voters' list of a polling district other than the one in which the teacher teaches and who cannot reasonably vote after school hours;
- (iii) because the teacher is on jury duty or a witness before a judicial body;
- (iv) because a teacher is attending to official duties as a member of the Board of Governors, Senate or Academic Council of an approved university or college in Nova Scotia.

31.04 No teacher on a permanent, probationary or term contract, or a contract deemed to be a permanent or probationary contract, shall suffer a loss of benefits when absent because a teacher is attending to official duties as a member of the House of Assembly, a member of a School Board, or the council of a municipality, city or town.

- 31.05
- (i) Teaching service shall not be lost when the teacher, with the consent of the School Board, is in attendance at and engaged in active participation in a national sports competition in Canada, a British Commonwealth sports competition or an international sports competition, provided the teacher was selected by a duly constituted and recognized provincial or national sports-governing body to represent the Province of Nova Scotia in the sports competition as a member of an official delegation.
 - (ii) Teaching service shall not be lost when the teacher with the consent of the School Board is in attendance at and engaged in active participation in a national or international arts/cultural event, provided the teacher is chosen by a duly constituted and recognized arts or cultural organization.

31.06 No teacher shall lose sick leave benefits because of absence under this Article.

- 31.07 (i) For leave granted pursuant to 31.02 (iv) the incurred salary cost of substitute teachers shall be reimbursed to the School Board when absences incurred within a school year:
- (a) exceed, in the case of a Provincial Executive member, the equivalent of twelve (12) days to attend Provincial Executive duties;
 - (b) exceed, the equivalent of a total of two hundred and fifty (250) days provincially for other provincial NSTU business. The NSTU will advise the Minister of the allocation of the two hundred and fifty (250) days per year to each School Board prior to August 30th of the school year provided that in no case will a School Board be allocated less than twenty (20) days nor more than eighty (80) days in that school year unless the Minister agrees otherwise;
 - (c) are for a provincial, national or international teacher organization.
- (ii) The incurred cost of substitute teachers shall not be reimbursed to the Board when a teacher is absent:
- (a) at the request of the School Board or a School Board representative to attend meetings;
 - (b) to attend meetings of committees established by this Agreement, or
 - (c) on such other days as approved by the Minister or the School Board, or
 - (d) for participation on the Provincial Economic Welfare Committee or Provincial Negotiations Committee.
- 31.08 (i) No teacher shall suffer a loss in salary when absent because the teacher is attending, as a representative of the Union, a meeting, agreed to by the School Board and the Union, held during an instructional day for the purpose of negotiating local collective agreements.
- (ii) When the School Board is required to provide more than fifty (50) days for substitute teachers the Union shall reimburse the School Board for the additional cost.

31.09 A School Board shall forward an invoice for substitute days pursuant to 31.07 (i) or 31.08 (ii) no later than December 31 of the following school year.

ARTICLE 32 **SUBSTITUTE TEACHERS**

32.01 “Substitute teacher” is a teacher or other qualified person engaged on a day-to-day basis to take the place of a person regularly employed as a teacher by a School Board.

A Rate of Pay

- 32.02 A Effective on and after August 1, 2010, substitute teachers shall be paid a daily rate of pay as follows:
- (i) one hundred and sixty dollars (\$160) per day.
 - (ii) Notwithstanding Article 32.02B(i) a substitute teacher who has been employed for more than twenty-one (21) consecutive teaching days to take the place of the

same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond twenty-one (21) days in that school year.

- B** Effective on and after August 1, 2011, substitute teachers shall be paid a daily rate of pay as follows:
- (i) sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195).
 - (ii) Notwithstanding Article 32.02A(i) a substitute teacher who has been employed for more than twenty-one (21) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond twenty-one (21) days in that school year.

For greater certainty, no substitute teacher shall receive a daily rate of pay greater than the rates provided for in this Article 32.02, whichever rate is applicable, for days the substitute teacher is employed by a School Board, but shall otherwise be entitled to the benefit of the other provisions of this Article 32.

B Service Conditions

- 32.03 A teacher or other qualified person who has been employed for more than twenty (20) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for purposes of Articles 32.05, 32.06, 32.07 and 60.34 for the full number of days so employed.
- 32.04 In the event that a substitute teacher is replacing a part-time teacher, the days taught shall be counted as full and/or consecutive days for the purposes of Article 32.02 and Article 32.03:
- (i) after twenty (20) part-days where the teacher being replaced was normally employed on a part-day basis;
 - (ii) after twenty (20) consecutive instructional days have elapsed from the start of the substitute teacher's employment, where the teacher being replaced was normally employed on a full-day basis.
- 32.05 Notwithstanding Articles 32.02, 32.03 and 32.04, the consecutiveness of a substitute teacher's teaching service shall not be interrupted if school is not in session due to a teachers in-service program, or if school is closed by the operation of 32.06 (i), (ii), or (iii), or because the substitute teacher is on jury duty or because the substitute teacher is participating in provincial NSTU business pursuant to Article 31.07 (i) (b).
- 32.06 Substitute teachers, who become classified as regular teachers for the purposes of and as provided in 32.03 and 32.04, shall not suffer a loss in salary or service for a day on which they do not teach because the school is closed by:
- (i) an order of the Minister or the Minister's representative;

- (ii) an order of a School Board or its representative in consultation with the Regional Education Officer. Failure of a School Board to consult the Regional Education Officer shall not result in a loss of salary or benefits to a teacher;
- (iii) an order by some other authority provided the teacher taught, or is deemed to have taught the last teaching day immediately prior to the day(s) on which the school was closed, and further provided that the teacher performed the functions required of the regular teacher on the day the school was closed.

32.07 When a substitute teacher becomes classified as a regular teacher, for the purposes of and as provided in 32.03 and 32.04, the substitute teacher shall be entitled to sick leave on the basis of one (1) day for each ten (10) days taught or, where replacing a part-time teacher, one (1) part day for each ten (10) part days taught. Such sick leave shall accumulate and shall remain to the credit of the teacher for as long as the teacher is continuously employed by the School Board. Further, the use of such sick leave shall not interrupt the consecutiveness of the substitute teacher's teaching service and such days shall be counted as consecutive service for the purposes of 32.02.

- 32.08 (i) If a substitute teacher teaches for a regular teacher on the last day of the school year and continues to replace that same teacher from the first day of school in the next school year, the substitute teacher's service shall be deemed to be continuous and unbroken.
- (ii) If a substitute teacher employed by way of a term contract pursuant to Article 33.01 of this Agreement replaces a teacher on the last day of the school year and continues to replace the same teacher as a substitute teacher from the first day of school in the next school year the substitute teacher's service shall be deemed to be continuous and unbroken.

32.09 Substitute teachers, who become classified as regular teachers as provided in 32.03 shall attend any in-service sessions/programs that would have been attended by the teacher whom the substitute is replacing and shall have that time recognized as teaching service for salary and benefit purposes. The in-service must, in the opinion of the School Board or designate, be relevant to the assignment of the substitute teacher.

32.10 A School Board shall not break a substitute teacher's teaching service for the purpose of interrupting consecutiveness in order to minimize the cost of a substitute teacher's daily rate of pay pursuant to 32.02.

32.11 A substitute teacher who becomes classified as a regular teacher shall not have service interrupted for purposes of consecutiveness because of absence for Special Leave Days or Bereavement Leave Days. Special Leave Days or Bereavement Leave Days are days as recognized in the agreements between the Union and School Boards. For greater clarity, local provisions shall apply to matters of payment.

32.12 A substitute teacher, who is a Reserve Member of the Union, shall have the right to membership in the Nova Scotia Teachers Union Group Insurance Plan in accordance with the provisions of the Plan. The teacher shall be responsible for the full premium(s) paid yearly in advance by

post-dated cheques directly to a broker determined by the Union and such premiums shall not be included in the billing sent to the Employer.

- 32.13 Teaching service as a substitute teacher or any combination of substitute and term service shall be deemed to have been probationary service if the total number of days taught and claimed in any one (1) school year equals or exceeds one hundred seventy-five (175) days, provided said days are in the same teaching position and the teacher is employed by the same School Board under a probationary or permanent contract immediately following the year(s) of service as a substitute teacher.
- 32.14 Service under 32.13 and 33.01 (i), in the same School Board, in any combination of consecutive years, shall be deemed to have been probationary service if the teacher is employed by the same School Board under a probationary or permanent contract in the third (3rd) consecutive year.
- 32.15 When the total number of days taught and claimed by a substitute teacher in any one (1) school year equals or exceeds one hundred seventy-five (175) days, provided said days are in the same School Board, the teacher shall be reimbursed for premiums paid for Total Care provided the substitute teacher registered for and was paying the premium of the plan, during the current school year. Re-imbursement will be in accordance with the cost sharing for Total Care Insurance Premiums and the current practice for insurance re-imbursement.
- 32.16 Substitute teachers, who become classified as regular teachers as provided in 32.03 and who have their consecutive service interrupted by the return of a teacher who subsequently is absent within three (3) working days, shall be reassigned, if available, to the same assignment and the assignment shall proceed as if it had not been broken and the service shall be deemed to have been consecutive service.
- 32.17 (i) Prior to being classified as a regular teacher pursuant to Article 32.03, a substitute teacher's consecutiveness of service shall not be interrupted if the substitute is absent up to five (5) days due to illness. This provision shall not be interpreted to mean that the School Board is required to return the substitute teacher to the position following the absence.
- (ii) After being classified as a regular teacher pursuant to Article 32.03, a substitute teacher's consecutiveness of service shall not be interrupted if the substitute is absent up to five (5) days due to illness or after accumulated sick leave as per Article 32.07 has been used, whichever is greater.
- 32.18 Where a position occupied by a substitute is a vacant or unfilled position and the substitute teacher in the position becomes the successful applicant or appointee, the contract will become effective back to the first day that the substitute teacher was employed in that position. Subject to contractual obligations, this shall not prevent the School Board from selecting the most qualified candidate in the opinion of the School Board.
- 32.19 Substitute teachers who report to school on a day when school is cancelled after school is in session shall be paid for, and receive service for, the amount of time the teacher was scheduled to

work. For greater clarity, no substitute teacher shall receive less than fifty (50%) percent of the full daily rate of pay.

32.20 Substitute teachers who become classified as regular teachers shall be entitled to leave pursuant to Article 29 – Leave for Birth of Child of this Agreement.

C Hiring of Substitute Teachers

32.21 A substitute teacher shall be hired in all cases where a teacher is absent unless a substitute teacher is not operationally required.

32.22 For the purposes of Article 32.21, “not operationally required” shall include the following:

- (i) Days on which a teacher does not instruct or supervise students such as in-service days, graduation day and grading and classifying days.
- (ii) Instances where the absence of the teacher occurs unexpectedly during the school day or when the teacher is absent for less than one (1) full day and the duties of the absent teacher can be assumed administratively. A teacher shall not be required to relinquish any marking and preparation time in order to fulfill this requirement.
- (iii) Instances where the absence of the teacher occurs for reasons relating to extra-curricular school activities and where student groupings can be reorganized to accommodate the teacher’s absence.
- (iv) Instances where a reasonable number of students can be conveniently grouped for appropriate instruction.
- (v) Instances where, in the opinion of the school principal, there are sufficient teachers, after taking into account any absences, to properly invigilate the examinations being written by students and maintain discipline.

32.23 Where all reasonable efforts have been made to hire a substitute teacher and no substitute teacher is available, the obligation on the Board in Article 32.21 shall be deemed to have been satisfied.

32.24 Each Board shall maintain a databank of all substitutes who make application and are accepted for substitution. Said databank shall contain the grade and subject preference of each applicant and shall be made available to all principals under the jurisdiction of each Board.

32.25 Substitute teachers who substitute for itinerant or circuit teachers shall be eligible to receive a travel allowance pursuant to Article 50 Travel Allowance, of this Agreement on the same terms as an itinerant or circuit teacher.

ARTICLE 33 TERM CONTRACT, BENEFITS

33.01 A term contract, as set forth in Schedule C, which Schedule shall be deemed to be a part of this Agreement, shall be applicable either:

- (i) to a teacher who is employed by a School Board for a minimum of one hundred seventy-five (175) days:

- (a) to replace a regularly employed teacher who is on leave from the School Board;
- (b) to replace a regularly employed teacher on temporary assignment pursuant to Article 47, Temporary Assignment;
- (c) to replace a regularly employed permanent contract teacher who is job-sharing; or
- (d) to replace a regularly employed permanent contract teacher who is employed pursuant to 33.01 (ii) (c) to teach for one (1) semester in a school year.
- (e) to replace a teacher on unpaid leave following an absence of a minimum of two (2) consecutive school years.

Except as provided in 33.02, the contract under this provision shall not be deemed to be the equivalent of, or a substitute for, a probationary or permanent contract, pursuant to the provisions of *The Education Act*, the Regulations made under the authority of *The Education Act* and Article 20 Tenure, of this Agreement; or

- (ii) to a teacher who is employed by a School Board:
 - (a) to job share for the full school year;
 - (b) on a part-time basis for the full school year, for the remainder of a semester, or for the remainder of the school year;
 - (c) to teach for a semester;
 - (d) to replace a teacher on a six (6) month deferred salary leave;
 - (e) to replace a teacher on temporary assignment pursuant to Article 47.12 for more than sixty (60) days but less than one hundred seventy-five (175) days; or
 - (f) to replace a teacher on parental leave in excess of forty (40) days in a school year.

Teachers hired pursuant to (c), and without abrogating any terms or provisions contained in an agreement between a School Board and the Union, shall receive priority in placement, subject to qualifications, for courses offered in the second (2nd) semester in any semestered school. Except as provided in 33.03, 33.04, or 33.05, the contract under this provision shall not be deemed to be the equivalent of, or a substitute for, a probationary or permanent contract, pursuant to the provisions of *The Education Act*, the Regulations made under the authority of *The Education Act*, and Article 20 Tenure, of this Agreement; or

- (iii) to a teacher who is employed by a School Board after the twentieth (20th) day of school:
 - (a) to replace a probationary or permanent contract teacher who has left the employ of the School Board;
 - (b) to fill a newly created position;
 - (c) for purposes of 33.01 (iii) (a), “left the employ” shall also apply where a teacher is on unpaid leave in excess of forty (40) days and will not be returning for the remainder of the school year.

Except as provided in 33.05, the contract under this provision shall not be deemed to be the equivalent of, or a substitute for, a probationary or permanent contract, pursuant to the provisions of *The Education Act*, the Regulations made under the authority of *The Education Act* and Article 20 Tenure, of this Agreement.

- 33.02 Notwithstanding 33.01 (i), teaching service under 33.01 (i) shall be deemed to have been probationary service when the teacher is employed by the same School Board under a probationary or permanent contract immediately following the school year(s) of service under a term contract.
- 33.03 Notwithstanding 33.01 (ii), a teacher who is employed on a term contract pursuant to 33.01 (ii) and whose continuous service with the employing School Board commenced prior to August 1, 1976, shall be deemed to be on a permanent contract pursuant to the provisions of *The Education Act*, the Regulations made under the authority of *The Education Act* and Article 20 Tenure, of this Agreement.
- 33.04 Notwithstanding 33.01 (ii), a teacher who has or had a permanent contract and is employed on a term contract pursuant to 33.01 (ii) with the same School Board, shall be deemed to be on a permanent contract pursuant to the provisions of *The Education Act*, the Regulations made under the authority of *The Education Act* and Article 20 Tenure, of this Agreement, provided said employment immediately follows, or followed, the year in which the teacher had the permanent contract.
- 33.05 Notwithstanding 33.01 (ii) (e) or 33.01 (iii), where a teacher's employment under 33.01 (ii) (e) or 33.01 (iii) is full-time, and commences in the period beginning after the twentieth (20th) day of school and ending on the thirty-first (31st) day of December, the service shall be deemed to have been probationary service when the teacher is employed by the same School Board under a probationary or permanent contract immediately following the school year(s) of service under a term contract.
- 33.06 Teachers employed by School Boards under a term contract issued pursuant to subsection (i) of 33.01 shall be entitled to all the benefits of a regular teacher and shall be classified as regular teachers on a term contract.
- 33.07 Teachers employed by School Boards under a term contract issued pursuant to subsection (ii) or (iii) of 33.01 shall be entitled to all the benefits of a regular teacher except that the amount of available sick leave and paid maternity leave shall be calculated according to the percentage that the number of teaching and claimable days of the teacher is to the number of days in the school year. The amount so determined shall be rounded off to the nearest whole number.
- 33.08 Where a teacher has two (2) or more term contracts in the same academic school year with the same School Board, and where the aggregate service is a minimum of one hundred seventy-five (175) days and where the teacher has satisfactory evaluations, the teacher shall be deemed to have been employed pursuant to 33.01 (i) Term Contract, Benefits of this Agreement.

ARTICLE 34 INSURANCE

- 34.01 Effective August 1, 2000 the Employer shall pay one hundred percent (100%) of the monthly premium for the existing Union Life and AD& D Policy, such coverage in the amount of fifty thousand dollars (\$50,000.00), for each teacher employed in the Province who is a member of the Union.

- 34.02 The Employer shall pay one hundred percent (100%) of the monthly premium of the existing NSTU Total Care Policy for each teacher who is a member of the Union and holds either the Single or Family Policy.
- 34.03 (i) The Employer agrees to pay sixty-five percent (65%) of the monthly premium charges for the EXTENDED BENEFITS – DENTAL provisions of the Total Care Policy.
- (ii) The benefits appended (APPENDIX D) shall be the approved benefits under the EXTENDED BENEFITS–DENTAL provisions of the Total Care Policy.
- (iii) Billings for EXTENDED BENEFITS – DENTAL shall be separate from all other billings for Total Care.
- (iv) Teachers may elect, or decline, to have EXTENDED BENEFITS –DENTAL added to their policy.
- (v) In addition to premium payments pursuant to (i) above, commencing in May, 2001 the Employer will contribute three thousand dollars (\$3,000.00) monthly towards the cost of the Prosthodontic Services which is not part of the EXTENDED BENEFITS - DENTAL Provisions outlined in Appendix D.
- 34.04 The Employer shall remit to the Union the premiums referred to in this Article as near as possible to the first (1st) day of the month for which the premium is payable.
- 34.05 The Union shall be solely responsible for all clerical work with respect to any of the insurance coverage referred to in this Article and shall furnish the Employer with such information in respect thereof as it may require from time to time.
- 34.06 The Union shall furnish the Employer with an annual audited financial statement of all receipts and disbursements with respect to the insurance coverage referred to in this Article.
- 34.07 The Union and the Employer recognize and affirm the Master Agreement between the Province and the Union dated the 20th day of June, 1997 (the “Master Agreement”) and any amendments thereto and, for greater certainty and without limiting the generality of the foregoing, the Union and the Employer agree that each of Schedules “B”, “C” and “D” to the Master Agreement and any amendments thereto, respectively entitled the Dental Plan Deficit/Surplus Agreement, the Master Life Plan Deficit/Surplus Agreement and the Medical Plan Deficit/Surplus Agreement, shall form part of this Agreement.
- 34.08 The parties acknowledge that Employer contributions in respect of insurance coverage are for the purpose of the policies and benefits referred to in this Article, including funding the cost of eligible expenses of providing the insurance coverage referred to in this Article. Eligible expenses shall not be changed without prior consultation with the Employer.
- 34.09 The Union agrees that expenses incurred by a Trustee appointed by the Employer shall be reimbursed to the Employer’s trustee on the same terms as expenses incurred by a Trustee appointed by the Union. A Trustee appointed by the Employer shall have the same opportunities as Trustees appointed by the Union, to attend the summer planning conference, International Foundation Conferences, and other events as approved by the Trustees.

ARTICLE 35 UNION AND SCHOOL BOARD NEGOTIABLE ITEMS

35.01 The parties to this Agreement agree that the matters which may be the subject of bargaining between the Union and a School Board are governed by the provisions of the *Teachers' Collective Bargaining Act*.

ARTICLE 36 EMPLOYMENT INSURANCE PREMIUM REDUCTION

36.01 Each School Board shall annually apply for the employment insurance premium reduction and shall within seven (7) days forward a copy of said application to the Union.

36.02 Where a School Board's application qualifies for premium reduction the teachers' portion of the funds realized, determined in accordance to the provisions of the regulations under the *Employment Insurance Act*, shall, subject to the provisions of this Article, be disbursed annually as directed by the teachers, through the Union.

36.03 The teachers' portion of the funds realized pursuant to 36.02, shall be remitted annually to the Union.

36.04 The funds realized pursuant to 36.03 shall be used to fund relocation and teacher travel expenses pursuant to Article 21 of this Agreement in accordance with the disbursement policy of the Union.

36.05 That part of the Employment Insurance Premium Reduction Rebate pursuant to 36.02 shall automatically be forwarded to the Nova Scotia Teachers Union on or before February 28 of any year.

ARTICLE 37 ALCOHOLISM AND DRUG DEPENDENCY REHABILITATION PROGRAM

37.01 The Alcoholism and Drug Dependency Rehabilitation Program as agreed by the Employer and the Union on April 2, 2009 shall be implemented.

37.02 The Employer shall be responsible for advising School Boards of the details of the program.

37.03 The Union shall be responsible for advising the teachers of the details of the program.

37.04 The program shall not be amended except by mutual agreement of the Employer and the Union.

ARTICLE 38 EARLY RETIREMENT INCENTIVE PROGRAM

38.01 An Early Retirement Incentive Program as agreed by the Employer and the Union, Appendix A, shall be implemented.

38.02 The Employer shall be responsible for advising School Boards of the details of the program.

38.03 The Union shall be responsible for advising the teachers of the details of the program.

38.04 The program shall not be amended except by mutual agreement of the Employer and the Union.

ARTICLE 39 DEFERRED SALARY LEAVE PLAN

39.01 A Deferred Salary Leave Plan as agreed by the Employer and the Union, Appendix B, shall be implemented.

39.02 The Employer shall be responsible for advising School Boards of the details of the program.

39.03 The Union shall be responsible for advising the teachers of the details of the program.

39.04 The program shall not be amended except by mutual agreement of the Employer and the Union.

ARTICLE 40 IN-PROVINCE TEACHER EXCHANGE PROGRAM

40.01 There shall be an in-province job exchange program as set forth in Appendix C.

40.02 Proposed exchanges pursuant to 40.01 are subject to the approval by participating School Boards.

40.03 Matters relating to a School Board's participation in the exchange program pursuant to 40.01 and decisions made by the participating School Boards pursuant to 40.02 shall not be grievable or negotiable at the local level.

ARTICLE 41 AMENDMENT BY MUTUAL CONSENT

41.01 This Agreement may be amended at any time by mutual consent of both parties.

ARTICLE 42 GRIEVANCE PROCEDURE

42.01 The parties agree that a grievance means a dispute or difference of opinion concerning the interpretation or an alleged violation of any provision of this Agreement.

42.02 The following may lodge a grievance:

- (a) a teacher on the teacher's own behalf or on behalf of the teacher and one (1) or more other teachers. In the latter case the other teachers shall affix their signatures to the written grievance;
- (b) the Union;
- (c) the Employer or the Minister's designate.

42.03 Grievances shall be processed in the manner hereinafter set forth:

- (a) (i) Teachers' Informal Discussions
Within thirty (30) clear days of the effective knowledge of the facts which give rise to an alleged grievance, the teacher(s) shall discuss the matter with the Regional Education Officer. The Officer shall answer the matter within ten (10) days of the discussions. When any matter cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the following procedure shall apply provided said teacher(s) has/have the approval of the Union in writing or is represented by the Union.
- (ii) Union's Informal Discussions
Where the Union is the grievor, the Union shall, within thirty (30) clear days of the effective knowledge of the facts which gives rise to an alleged grievance, meet with the Regional Education Officer to discuss the matter. The Regional Education Officer shall answer the matter within ten (10) days of the discussions. Where any matter cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the procedure in Step One, Step Two and Step Three shall be followed.
- (iii) For purposes of 42.03 (a) (ii), in the case of hirings subsequent to the signing date of this agreement, "effective knowledge" regarding the contract status of teachers shall occur on receipt of the lists pursuant to Article 48.01 and 48.02 or on receipt of specific information pursuant to Article 48.03 provided the effective date of the contract and "effective knowledge" fall within the same school year for which the lists were generated.

Grievance

- Step One - The aggrieved party shall, within ten (10) clear days of receipt of the reply pursuant to (a) present the grievance in writing to one of the Executive Directors of Education (or designate), who shall arrange to meet with the aggrieved party and/or the aggrieved party's representative within the next ten (10) clear days and at a time which is agreeable to both the aggrieved party and the Executive Director (or designate). Within five (5) clear days of said meeting, the Executive Director (or designate) shall forward the written decision to the aggrieved party and the Union. If the written decision reached after Step One is acceptable to the Union, then the decision shall be final and binding on the Minister of Education, the Union and the teachers and if applicable, the School Board(s).
- Step Two - If the decision in Step One is not acceptable, the Union may within twenty (20) clear days present the grievance to the Deputy Minister of Education (or designate) and the Deputy Minister shall arrange to meet with the Union within ten (10) clear days at a time which is agreeable to both parties. Within five (5) clear days the Deputy Minister shall forward the written decision to the Union. If the written decision reached after Step Two is acceptable to the Union, then the decision shall be final and binding on the Minister of Education, the Union and the teachers and if applicable, the School Board(s).

Step Three - If the decision in Step Two is not acceptable, the Union may within twenty (20) clear days refer the matter to an arbitrator. The arbitrator shall be chosen by mutual agreement between the parties. If within five (5) clear days the parties are unable to agree upon an arbitrator, the appointment shall be made by the Minister of Environment and Labour, upon the request of either party.

(b) The Employer or Designate

Step One - The aggrieved party shall, within thirty (30) clear days of the effective knowledge of the facts which give rise to the alleged grievance present the grievance in writing to the Executive Director of the Union, who shall arrange to meet with the aggrieved party and/or its representative within the next ten (10) days, and at a time which is agreeable to both the aggrieved party and the Executive Director of the Union. Within five (5) clear days of said meeting, the Executive Director (or designate) shall forward the written decision to the aggrieved party.

Step Two - If the decision in Step One is not acceptable the aggrieved party may within twenty (20) clear days present the grievance in writing to the President of the Union (or designate), who shall arrange to meet with the aggrieved party and/or its representative within the next ten (10) clear days, and at a time which is agreeable to both the aggrieved party and the President of the Union (or designate). Within five (5) clear days of said meeting the President of the Union (or designate) shall forward the written decision to the aggrieved party.

Step Three - If the decision in Step Two is not acceptable, the Minister may within twenty (20) clear days refer the matter to an arbitrator. The arbitrator shall be chosen by mutual agreement between the parties. If within five (5) clear days the parties are unable to agree upon an arbitrator, the appointment shall be made by the Minister of Environment and Labour, upon the request of either party.

42.04 The arbitrator shall, after considering the grievance, render the decision within fourteen (14) clear days and forthwith send a written copy of the decision to both parties.

42.05 The decision of the arbitrator shall not alter, amend, or modify any provisions of the Professional Agreement.

42.06 The decision of the arbitrator shall be final and binding on the Minister of Education, the Union and the teachers, and if applicable, the School Boards.

42.07 If advantage of the provisions of this Article has not been taken within the time limits stipulated herein, the grievance shall be deemed to have been abandoned. On the other hand, the grievor(s) may proceed to the next step in the case of absence of a stipulated meeting or answer within the stipulated time limits. Said time limits may be extended by mutual written agreement.

- 42.08 (i) Notwithstanding the procedures outlined in 42.03, any decision acceptable to an aggrieved party at any stage of the grievance procedure shall commence to be implemented within thirty (30) clear days after having been rendered, unless the parties agree to a later implementation date.
- (ii) Should the implementation progress be unsatisfactory to the Union, the Union may refer the matter directly to an arbitrator.

ARTICLE 43 SALARY

43.01 A

- (i) For the period August 1, 2009 to July 31, 2010 salaries for all teachers shall be in accordance with the salary schedules set forth in Schedules D1 hereto, which schedules shall be deemed to be part of this Agreement.
- (ii) To calculate the annual salary for the academic school year beginning on August 1, 2009, the appropriate salary from Schedule D1 shall be divided by one hundred ninety-five (195) and multiplied by the number of school days taught and claimed from August 1, 2009, to July 31, 2010, both dates inclusive.

43.01 B

- (i) For the period August 1, 2010 to July 31, 2011 salaries for all teachers shall be in accordance with the salary schedules set forth in Schedule D2 hereto, which schedule shall be deemed to be part of this Agreement.
- (ii) To calculate the annual salary for the academic school year beginning on August 1, 2010, the appropriate salary from Schedule D2 shall be divided by one hundred ninety-five (195) and multiplied by the number of school days taught and claimed from August 1, 2010 to July 31, 2011, both dates inclusive.

43.01 C

- (i) For the period August 1, 2011 – July 31, 2012 salaries for all teachers shall be in accordance with the salary schedule set forth in Schedule D3 hereto, which schedule shall be deemed to be part of this Agreement.
- (ii) To calculate the annual salary for the academic school year beginning on August 1, 2011, the appropriate salary from Schedule D3 shall be divided by one hundred ninety-five (195) and multiplied by the number of school days taught and claimed from August 1, 2011 – July 31, 2012, both dates inclusive.

43.02 In addition to the salaries referred to in 43.01, supervisory personnel shall be paid for the periods August 1, 2009 – July 31, 2010, August 1, 2010 – July 31, 2011, August 1, 2011 – July 31, 2012 additional salary (supervisory allowance) in accordance with the provision of Schedules E1, E2, and E3 hereto which schedules shall be deemed to be a part of this Agreement. The calculation of the supervisory allowance shall be as in 43.01 A, B, and C (i) and (ii), but using Schedules E1, E2, and E3.

- 43.03 A teacher who is required by the School Board to perform the duties of a higher paid position on an acting basis, shall, after ten (10) consecutive days, be paid acting pay calculated on the date the teacher commenced to act as if the teacher had been appointed to that higher paid position for the period for which the teacher acts.
- 43.04 If in the school year, the calculation of the number of days taught and claimed determines that the teacher at the time of the teacher's death had received more salary than was owing according to number of days taught and claimed, all claims to recovery of such overpayment shall be waived.
- 43.05 The following provisions shall apply to teachers holding and being paid in accordance with a vocational teachers' permit or certificate:
- (i) When a teacher is employed on a vocational teaching permit "A", the employer may place the teacher on any position on the scale relating to VTP "A". The teacher shall continue to receive the yearly increment until such time as the maximum position on the scale is reached.
 - (ii) When a teacher who holds a VTP "A" receives a change in certification, the teacher shall be paid the applicable salary in accordance with Schedules D1, D2, and D3 provided that the annual rate of salary is not less than the annual rate of salary to which the teacher was entitled had no change in certification occurred.
- 43.06 The salary for a teacher holding a Bridging Teacher's Certificate shall be one salary level lower than the salary level applicable to the class of certificate that shall be granted to the teacher upon completion of the pre-service content and professional requirements for an Initial Teacher's Certificate, identified by the Employer pursuant to the Governor in Council Education Act Regulations at the time the Employer grants the Bridging Teacher's Certificate to the teacher.
- 43.07
- (i) For purposes of determining the additional salary paid to supervisory personnel in accordance with the schedules set forth in Schedules E1, E2, and E3 hereto, each regularly employed teacher shall be counted as provided in (ii).
 - (ii) Regularly employed teacher shall mean, for purposes of Schedules E1, E2, and E3
 - Full time teachers
 - Term contract teachers prorated to full time equivalency but shall not include teachers who are on leave for the full school year.
 - (iii) The number of teachers to be included for purposes of Schedules E1, E2, and E3 hereto shall be determined on the last teaching day of September of each year.

ARTICLE 44 SUPERVISORY AND ADMINISTRATIVE POSITIONS

- 44.01 All supervisory or administrative positions shall be in accordance with the following classifications:
- Superintendent
 - Director
 - Sub-System Supervisor
 - Co-ordinator

- System Consultant
- Principal
- Vice-Principal
- Department Head

- 44.02 (i) Supervisory or administrative positions used by each School Board shall be in accordance with the classifications as described in 44.01.
- (ii) Where different nomenclature or terminology is used, the School Board and the Union may mutually agree that the new terminology equates with one of the classifications in 44.01.
- (iii) If a School Board does not, or is unable to comply with Article 44.01 or 44.02 (i) and/or (ii), the Union may, at its option, invoke the provisions of 44.04 of this Article.

44.03 Annually, prior to January 31, the Employer shall cause to be made available to the Union such information relating to the classification and terminology and salary of teachers in supervisory and administrative positions as may be required by the Union.

44.04 If, during the term of this Agreement, the Employer establishes new classifications or new terminology not covered by this Agreement:

- (i) the Union shall be notified within fifteen (15) days of the establishing of such new classifications or new terminology; and
- (ii) the salary applicable to such new classifications shall be negotiated by the parties hereto.

If the Employer and the Union are unable, within thirty (30) days to agree on a supervisory salary applicable to the new classification, the matter shall be referred to a sole arbitrator for decision, which shall be final and binding.

- 44.05 (i) When a teacher in a supervisory position initiates a request for approval by a School Board to move to a classroom teaching position or another supervisory position and the request is granted, the teacher shall receive not less than the salary the teacher would have received had the teacher not moved.
- (ii) With the approval of the School Board, a teacher in a supervisory or administrative position may, upon the teacher's request, return to the position of classroom teacher, or move to a different administrative position, for a period not to exceed two (2) years. After this period, unless mutually agreed otherwise, the teacher shall return to the teacher's original position. The position of a teacher who fills the vacancy shall have the teacher's position likewise protected. In the event that the original position(s) no longer exists, the incumbent shall return to an assignment that the teacher would have received but for the placement.
- (iii) When a teacher in a supervisory position is moved:
- (a) as a result of a School Board's transfer policy; or
 - (b) where a School Board transfers a teacher in accordance with the transfer provisions of a Local Agreement the teacher shall receive not less than the salary the teacher would have received had the teacher not moved.

- (iv) Supervisory personnel transferred under the foregoing provisions shall receive not less than the salary which would have been received had the supervisory person not moved. Such salary provisions shall be for a period of one (1) year.

44.06 A teacher in a supervisory position who is placed, for reasons other than those in 44.05 (iii), in a teaching or supervisory position which results in a loss of salary:

- (i) may grieve under the provisions of the Local Agreement, and
- (ii) shall require the Employer/School Board to show just cause for the placement.

44.07 The arbitrator (Board of Reference) appointed under the grievance procedure as a result of 44.06 may:

- (i) reinstate to the position when just cause is not shown; or
- (ii) award other remedies recognized by law.

In order to determine if a reduction in salary has taken place, the calculations shall be based on the rates in the Agreement on the effective date of placement.

44.08 For purposes of 44.08, 44.09, 44.10, and 44.11 “school” means “one or more buildings, or part of a building designated by a School Board as a school.” The number of buildings comprising a school shall be limited by the ability to effectively implement the duties of a principal taking into account geography, student and teacher numbers, and local considerations.

44.09 There shall be a principal appointed in each school.

44.10 Notwithstanding 44.08, a principal or a vice-principal shall be appointed for each school building comprising a school. The parties agree, however, that the Employer will have met the requirements of this clause if there is one (1) principal and one (1) vice-principal for a group of buildings located on a campus comprising a school. No teacher shall suffer a loss of total salary as a result of the implementation of this clause.

44.11 Principals shall be provided a minimum of supervisory time free from teaching in accordance with the following:

- (i) in schools with more than two (2) Full Time Equivalent (FTE) teachers but fewer than four (4) Full Time Equivalent (FTE) teachers, the principal shall receive 40% supervisory time;
- (ii) in schools with four (4) or more Full Time Equivalent (FTE) teachers but fewer than seven (7) Full Time Equivalent (FTE) teachers, the principal shall receive 60% supervisory time;
- (iii) in schools with seven (7) or more Full Time Equivalent (FTE) teachers but ten (10) or fewer Full Time Equivalent (FTE) teachers, the principal shall receive 80% supervisory time;
- (iv) in schools with more than ten (10) Full Time Equivalent (FTE) teachers, the principal shall be relieved of all teaching duties.

44.12 A School Board, as a minimum shall appoint a vice-principal(s) in each school in accordance with the following:

- (i) in schools with more than fifteen (15) Full Time Equivalent (FTE) teachers one (1) vice-principal.
- (ii) in schools with more than forty-four (44) Full Time Equivalent (FTE) teachers two (2) vice-principals.
- (iii) in schools with more than seventy-four (74) Full Time Equivalent (FTE) teachers three (3) vice-principals.

44.13 In accordance with the bargaining agreement dated April 17, 2002, where a Local Agreement provides greater amounts of supervisory/administrative time, the provisions of the Local Agreement shall apply. The applicable provisions are contained in Appendix E. Where any of these provisions refer to School Board policy existing on December 31, 2001; such provisions shall not be interpreted to restrict the right of the School Board to amend such policy.

ARTICLE 45 EVALUATION OF TEACHING STAFF

45.01 Each School Board shall have a functioning evaluation system.

45.02 Teacher evaluation policies shall be consistent with the following principles:

- (i) The purpose of evaluation is to enhance learning through the provision of a formative process and a summative process.
- (ii) The formative process shall be designed to improve teaching through the identification of ways to change teaching strategies, teaching environments or teaching behaviours.
- (iii) The summative process shall be designed to supply information that will lead to the modification of assignments, such as placements in other positions, promotions or terminations.
- (iv) The evaluation process shall be a co-operative and consultative one through which shared goals are articulated.
- (v) The evaluation process shall respect the professional rights of teachers including the right:
 - (a) to reasonable job security;
 - (b) to a reasonable degree of professional discretion in the performance of their jobs;
 - (c) to reasonable participation in decisions concerning both professional and employment-related aspects of their jobs;
 - (d) to have decisions made on the basis of evidence;
 - (e) to be evaluated on relevant criteria;
 - (f) not to be evaluated on the basis of hearsay, rumour, or unsubstantiated complaints;
 - (g) to be evaluated according to comprehensible standards;
 - (h) to notice concerning when they will be evaluated;
 - (i) to know the results of their evaluation;
 - (j) to express a reaction to the results of their evaluation in a meaningful way;

- (k) to a statement of the reasons for any action taken in their cases;
 - (l) to appeal adverse decisions and to have their views considered by a competent and unbiased authority;
 - (m) to orderly and timely evaluation;
 - (n) to humane evaluation procedures;
 - (o) to have their evaluation kept private and confidential;
 - (p) to evaluation procedures which are not needlessly intrusive into their professional activities;
 - (q) to have their private lives considered irrelevant to their evaluation;
 - (r) to have evaluation not be used coercively to obtain aims external to the legitimate purposes of evaluation;
 - (s) to nondiscriminatory criteria and procedures;
 - (t) not to have evaluation used to sanction the expression of unpopular views; and
 - (u) to an overall assessment of their performance that is frank, honest and consistent.
- (vi) The evaluation shall respect the rights of the Employer subject to the provisions of any Professional Agreement between the Union and a School Board, including:
- (a) to exercise supervision and to make personnel decisions intended to improve the quality of the education they provide;
 - (b) to collect information relevant to their supervisory and evaluative roles;
 - (c) to act on such relevant information in the best interest of the students; and
 - (d) to have the cooperation of the teaching staff in implementing and executing a fair and effective system of evaluation.

(The statements in this Article are from Successful Teacher Evaluation, Thomas McGreal, 1983, Alexandria, VA; Association for Supervision and Curriculum Development. Reprinted by permission. All rights reserved).

ARTICLE 46 INDIVIDUALIZED PROGRAM PLANS

- 46.01 For the purposes of this Article, the parties to this Agreement recognize the guiding principles contained in the Department of Education *Special Education Policy (2008)*.
- 46.02 The parties to this Agreement also recognize that pursuant to *The Education Act*, S.N.S. 1995-96, C1, School Boards are responsible for establishing a policy consistent with the *Special Education Policy* Manual of the Department of Education.
- 46.03 The parties to this Agreement acknowledge that resources and supports are needed for the implementation of the Special Education Policy of the Department of Education.
- 46.04 (i) Program Planning for students with special needs shall be in accordance with the School Board's special education policy. Where it is determined by the program planning team that a student requires an individualized program plan, the necessary planning and consultation should occur as early as possible.
- (ii) The Program Planning Team may make recommendations in the Individual Program Plan related to:

- (a) educational strategies;
- (b) special materials/equipment; and
- (c) human resources.

46.05 Where a teacher is a member of a Program Planning Team:

- (i) The teacher's signature on the Individualized Program Plan denotes agreement with:
 - (a) the annual individualized outcomes;
 - (b) the specific individualized outcomes;
 - (c) the recommended services;
 - (d) the responsibility areas; and
 - (e) the review dates.
- (ii) The teacher may request a review of the Individualized Program Plan in writing to the principal and such review shall be carried out with the members of the Individualized Program Plan Team. If the concerns of the teacher are not resolved, a further review by the Individualized Program Plan Team including the relevant supervisor shall be carried out.
- (iii) If a teacher continues to have a concern with the Individualized Program Plan, the teacher, with or without Union representation, at the teacher's discretion, may request and shall be granted a meeting with the Superintendent or designate to seek solution of the concerns.

- 46.06
- (i) For the 2003/2004 school year and each school year thereafter, the Employer will allocate to School Boards an aggregate amount of five hundred thousand dollars (\$500,000.00) to allow School Boards to provide substitutes to release teachers for only program planning team related meetings during the school day as determined by the School Board. School Boards will be required to report annually to the parties on the use of this fund.
 - (ii) The School Board shall provide to the Union the School Board's allocation of days pursuant to 46.06 (i) no later than April 30 of that school year.
 - (iii) Following the 2003/2004 fiscal year, any surplus from the money allocated in 63.01 (i) shall be carried forward to the following year.
 - (iv) Notwithstanding 63.01 (i), following the 2006-2007 fiscal year, in the event that the accumulated total surplus carried forward under 63.01 (ii) is equal to or greater than twenty-five percent (25%), the allocation pursuant to 63.01 (i) will be reduced so that the total of that allocation and the accumulated surplus equals five hundred thousand dollars (\$500,000.00).

ARTICLE 47 TEMPORARY ASSIGNMENTS

- 47.01 A temporary assignment for the purpose of this Article, is defined as a position created by and for the School Board, for a defined and specific purpose, and for a specific period of time.
- 47.02
- (i) The period of temporary assignment shall be confined to a period of time up to three hundred ninety (390) consecutive days (2 years).
 - (ii) Notwithstanding (i) the Union may agree that the duration of time may be extended to a total period of five hundred eighty-five (585) consecutive days (3 years). Such approval

may be granted either in advance or during the temporary assignment and will not be unreasonably withheld.

- 47.03 (i) When the temporary assignment is for more than a sixty (60) day period, the position shall be advertised by notice to all eligible teachers. When the position carries an administrative or supervisory allowance, advertising and filling of the position shall be subject to any applicable provision in an agreement between the Nova Scotia Teachers Union and the School Board.
- (ii) A temporary assignment of sixty (60) days shall not be extended.
- (iii) A temporary assignment of less than sixty (60) days shall not be extended without written notification to the Union of the reason for such extension. Such temporary assignment shall not be extended beyond the sixty (60) day limit.
- 47.04 An eligible teacher is defined as a permanent or probationary teacher employed by the School Board.
- 47.05 In the event that an eligible teacher does not apply for the temporary assignment, the position may be filled by a term contract or substitute teacher in accordance with the following:
- (i) In the event that the temporary assignment is for more than sixty (60) and less than one hundred and seventy-five (175) days, it may be filled by a term contract teacher on the same conditions as if the term contract teacher was employed pursuant to Article 33.01 (ii) (e); and
- (ii) In the event that the temporary assignment is for one hundred and seventy-five days or more, it may be filled by a term teacher on the same conditions as if the term contract teacher was employed pursuant to Article 33.01 (i) (b).
- 47.06 A temporary assignment of ten (10) days or less may be filled by a substitute teacher, and a temporary assignment of more than ten (10) and less than sixty one (61) days may be filled by a term contract teacher or substitute teacher whose rate of pay shall be deemed to be that of a term contract teacher.
- 47.07 Remuneration for the teacher on temporary assignment shall be determined in accordance with Schedules E1, E2, and E3 of the Teachers' Provincial Agreement, prorated for the period of time of the temporary assignment.
- 47.08 Articles 44.05 (ii) and (iii) shall not apply to the teacher's salary when the period of temporary assignment expires.
- 47.09 When the period of temporary assignment expires, the teacher on temporary assignment shall return to the assignment held by the teacher immediately prior to temporary assignment, or to a mutually agreeable position. If the assignment held by the teacher, immediately prior to the temporary assignment no longer exists, then the teacher shall return to an assignment that the teacher would have received but for the temporary assignment.

- 47.10 The School Board shall hold the teacher's assignment as an unfilled position. An unfilled position is a position for which there is an incumbent.
- 47.11 Placement of a teacher in the teacher's unfilled position shall be recognized as a temporary placement.
- 47.12 The School Board shall follow procedures in the applicable Local Agreement for filling the unfilled position on a temporary basis.
- 47.13 (i) If the unfilled position is not filled by a permanent or probationary contract teacher, the unfilled position shall be filled by a term contract teacher.
- (ii) A position resulting from a permanent or probationary teacher filling an unfilled position shall be filled by a term contract teacher.
- 47.14 Notwithstanding 47.12, in the event that a temporary assignment is for ten (10) days or less, the School Board may determine that the unfilled position be filled by a substitute teacher.
- 47.15 Notwithstanding in the event that a temporary assignment is for between eleven (11) and sixty (60) days, the School Board may determine that the unfilled position be filled by a term contract or a substitute teacher whose rate of pay shall be deemed to be that of a term teacher.
- 47.16 Where a teacher is seconded to an employer other than the School Board, the School Board shall provide the name of the teacher and the external employer to the Union.

ARTICLE 48 **TEACHER INFORMATION**

- 48.01 Effective the school year commencing August 1, 1998, each School Board agrees to provide, in electronic form, the Union or designate with the following information:
- (i) A list of all teachers employed as term, probationary, or permanent contract teachers employed as of September 30 of the current school year. Such list to be provided on or before November 15.
- (ii) A list of all teachers employed as term, probationary, or permanent contract teachers employed as of February 5 of the current school year. Such list to be provided on or before February 28.
- (iii) Said lists shall include the teacher's professional number and workplace.
- 48.02 The list of term teachers in 48.01 (ii) shall include the following information:
- (i) whether each teacher is a full-time or a part-time teacher and the percentage of time employed;
- (ii) where a term teacher is full-time pursuant to 33.01 (i) or replacing a teacher pursuant to 33.01 (iii) (a), the name on the term contract of the teacher being replaced.

- 48.03 This Article shall not limit the right of access to information with respect to hiring at the School Board level.
- 48.04 Where the Union initiates an Early Intervention Program in a School Board, that School Board, on request, will provide names, home telephone numbers and home addresses where the provision of such information does not contravene any statutory privacy requirement. The Union will share the statistical results from the program with that School Board on an annual basis.
- 48.05 Any disputes with respect to the privacy requirements under this Article shall be referred to the Review Officer appointed pursuant to the *Freedom of Information and Protection of Privacy Act* and the decision shall be final and binding on the parties.

ARTICLE 49 **DISTANCE EDUCATION**

- 49.01 All distance education courses provided to public school students shall be taught by certified teachers under contract with a School Board in a form approved under this Agreement.
- 49.02 The participation of a teacher in a distance education course, an instructor in the transmitting site or as partner in the receiving site, shall be part of the teacher's regular assignment and shall not infringe upon the teacher's access to marking and preparation time, lunch periods, days pursuant to Article 25.05, School Year, or other such times provided to classroom teachers in the school.
- 49.03 The School Board shall provide that each school participating in a distance education course will ensure that a student supervision plan is in place. This plan shall include:
- (i) the name of the teacher or teachers responsible for ensuring that the students in the distance education class are supervised;
 - (ii) a schedule of the times when supervision is needed;
 - (iii) that in the event that supervision is not available, it is incumbent upon the principal to have delegated the responsibility to another teacher;
 - (iv) the designation of a specific locale for distance education students;
 - (v) the establishment of clear procedures to deal with transmission difficulties and/or technical/maintenance problems.
- 49.04 Each receiving site shall designate a teacher to coordinate distance education within the school. The role of the coordinating teacher shall be:
- (i) to make resources available, when needed, and designate a place where resources are to be stored;
 - (ii) to monitor student progress with the understanding that the distance education teacher is responsible for student evaluation;
 - (iii) to coordinate the availability of tutorial help for students when requested;
 - (iv) to ensure that student assignments and evaluations are sent to the delivery site and distributed when returned;
 - (v) to maintain regular contact with the teacher delivering distance education;

- (vi) to maintain accurate registration records for distance education students;
- (vii) to coordinate evaluation schedules under the direction of the distance education teacher;
- (viii) to assist in dealing with parental enquiries and concerns as they arise.

The assignment shall be part of the co-ordinating teacher's regular assignment and shall not infringe upon the co-ordinating teacher's access to marking and preparation time, lunch periods, days pursuant to Article 25.05, School Year, or other such times provided to classroom teachers in the school.

- 49.05 The School Board, if requested, will convene a meeting of parents at the receiving sites before September 30th in each academic school year. The distance education teacher of the course(s) at his/her discretion will have an opportunity to address the parents via technology.
- 49.06 (i) Where existing video and audio transmission technologies are being utilized for distance education in schools, the maximum number of students enrolled in a distance education course at all sites should not exceed twenty-two (22) students, unless the School Board can demonstrate to the Union the feasibility of increasing that number to a maximum number of twenty-five (25) students. The maximum number of sites shall not exceed five (5).
- (ii) In the event that new technologies are used in the delivery of distance education courses, the parties agree to meet to determine the appropriate number of sites, student numbers, and other related educational issues.
- 49.07 Teachers participating in distance education programs shall be provided with access to ongoing professional development in distance education. Consideration shall be given to providing professional development activities as part of in-service days pursuant to Article 25 of this Agreement. Necessary costs for School Board approved professional development activities shall be paid by the School Board and may be claimed subject to Article 60 Professional Development Fund of this Agreement.
- 49.08 Distance education courses shall be scheduled during the students' instructional hours.
- 49.09 (i) Teachers in schools which transmit distance education courses shall have the option to request a distance education assignment.
- (ii) A notice of assignment involving distance education shall be subject to assignment provisions in the Local Agreement.
- 49.10 A standing Distance Education Committee consisting of two (2) representatives from the Department of Education, two (2) representatives from the Nova Scotia School Boards' Association and four (4) representatives from the Union shall be established to address issues surrounding distance education. The Committee must meet no less than twice a year and provide an annual written report to the parties bound by this Agreement.
- 49.11 (i) The parties recognize that there are distance education course(s) which meet the requirements of the Public School Program but which do not meet the requirements of Article 49.01. In such cases the Distance Education Committee may, by unanimous

- approval, authorize the offering of the course(s) by a School Board to public school students.
- (ii) Where approval has been given pursuant to (i), the Committee shall annually review the approval of the offering of the course(s).
 - (iii) Where a request is made by a School Board pursuant to (i) and/or where a review is being conducted pursuant to (ii), the requesting School Board must provide information as requested by the members of the Committee.

ARTICLE 50 **TRAVEL ALLOWANCE**

- 50.01 Teachers who must travel in the performance of their regular duties (which include a specific duty assigned by the School Board or a meeting called by the School Board or a School Board initiated in-service) shall be paid a travel allowance the greater of thirty-four (34¢) per kilometre or the current provincial government rate for those kilometres in excess of the round trip distance between the teacher's residence and the school/site where the teacher teaches the greatest percentage of his/her time. If the teacher teaches an equal amount of time at more than one (1) school/site, then the school/site to be used in the calculation of travel allowance shall be the school/site closest to the teacher's ordinary place of residence.
- 50.02 The parties to this Agreement shall encourage teachers to travel together when attending the same meeting/in-service when circumstances make it reasonably practicable.

ARTICLE 51 **LIABILITY INSURANCE**

- 51.01 Each School Board shall obtain a general Personal Liability Policy which shall provide specified protection for each teacher while acting as an agent of the School Board and within the scope of his or her responsibilities.
- 51.02 The Personal Liability Policy paid by each School Board shall have a face value of five million dollars (\$5,000,000.00).
- 51.03 Coverage under such Personal Liability Policy shall be in accordance with its terms and conditions and the Policy shall be first payer in relation to any policy carried by or on behalf of a teacher.
- 51.04 No teacher shall voluntarily transport students to or from educational events in his/her own vehicle without prior written approval of a School Board or its representative.
- 51.05 To obtain approval to transport students each teacher shall complete and file with a School Board Form J pursuant to the Regulations under the *Motor Carrier Act* and have the appropriate driver's license and insurance coverage for Public Liability and Property Damage in an amount as set by the Nova Scotia Utility and Review Board provided such amount is not less than one million dollars (\$1,000,000.00).
- 51.06 Each School Board shall obtain insurance coverage to the amount of ten million dollars (\$10,000,000.00) with respect to teachers using their personal vehicles to transport students.

51.07 Each School Board's insurance coverage for Public Liability and Property Damage pursuant to Article 51.06 shall be second payer in respect to the Public Liability and Property Damage policy carried by the teacher.

ARTICLE 52 DEDUCTIONS

52.01 In addition to the deductions required by law and this Agreement, upon receipt of authority from a teacher, a School Board shall deduct from the salary of such teacher the following items:

- (i) NSTU Group Insurance Premiums;
- (ii) payments due to the Teachers Plus Credit Union;
- (iii) Canada Savings Bonds; and
- (iv) such other deductions as may from time to time be agreed upon by a School Board and the Union.

52.02 A School Board shall indicate all deductions from the salary of each teacher by itemizing them on the regular payment stub.

52.03 The billings from the Union's Insurance Administrator and the Union's Credit Union Administrator shall be deemed to be authority from the teacher as per Article 52.01, and deductions shall be made as per such billing. Adjustment of errors in billings shall be the responsibility of the Union.

52.04 A School Board shall remit the deductions to the appropriate authority within twenty (20) days of the date the deductions are made. Notwithstanding the foregoing, deductions authorized for the Teachers Plus Credit Union and for the Nova Scotia Teachers Union Group Insurance shall be forwarded no later than six (6) business days after the second pay period of the month for which deductions are made.

52.05 A School Board shall deduct the annual Union dues from each teacher in its employ, in equal payment installments commencing with the first payment in the month of August, in such number of installments as determined by the Union.

52.06 A School Board shall itemize on each teacher's Income Tax T4 form the amount of money deducted as Union dues.

52.07 The Union shall indemnify a School Board and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this Article 52.05.

ARTICLE 53 FALSELY ACCUSED EMPLOYEE ASSISTANCE

53.01 The Employer and the Union recognize the possibility of a teacher being falsely accused of inappropriate behavior regarding students, teachers and other employees in accordance with a School Board's policies or complaints under the *Children and Family Services Act* or the

Criminal Code of Canada. When it has been reasonably determined that a false accusation has occurred, the matter shall be referred to the Superintendent or designate who shall assist the teacher with respect to successful re-entry to the workplace including the exploration of alternative placement within the system.

53.02 When a teacher has been falsely accused and regardless of whether the teacher was suspended and/or reprimanded, or not, a School Board shall assist the teacher in returning to his/her teaching areas of responsibility or an alternate placement which is mutually agreed upon.

53.03 A School Board may:

- (a) provide for a leave of absence with pay;
- (b) give priority reassignment/transfer rights to a position for which the teacher is qualified and able if the teacher so requests;
- (c) pursue other mutually agreed upon alternatives for assignment to a teaching or other position;
- (d) assist in providing for counseling and/or medical assistance for the teacher and his/her family;
- (e) provide, upon request from the teacher, available factual information to parents and students.

ARTICLE 54 CAPITAL PROJECTS

54.01 Where a new school or major renovations are planned and School Board input is sought by the Department of Education, the School Board shall invite input, as appropriate, from teachers in the design of the construction or major renovations project.

ARTICLE 55 ACCOMMODATION

55.01 Where a transfer is required within a School Board in order to accommodate a teacher pursuant to the *Human Rights Act* of Nova Scotia, a School Board and the Union shall consult to seek an appropriate accommodation. This transfer may be implemented notwithstanding any other provision in this Agreement or any other provision in a Professional Agreement with a School Board.

55.02 Where a transfer is required within a School Board in order to accommodate the special needs of a teacher, a School Board and the Union shall consult to seek an appropriate accommodation for that teacher. Where the Union and a School Board mutually agree on an accommodation, the transfer required may be implemented notwithstanding any other provision in this Agreement or any other provision in a Professional Agreement with a School Board.

55.03 Where there is agreement between a School Board and the Union, provisions of this Article are not grievable under the Grievance Article in the Teachers' Provincial Agreement or any Grievance Article in a Professional Agreement with a School Board.

ARTICLE 56 **CONTRACTING OUT**

- 56.01 No teaching function shall be contracted out while there are teachers who are qualified under *The Education Act* and are competent to perform the function.
- 56.02 This Article shall not be interpreted so as to prevent a School Board from entering into tuition agreements pursuant to Section 64 (3) (c) of *The Education Act* and the guidelines established by the Minister of Education regarding tuition agreements for students with special needs dated August 20, 1997.

ARTICLE 57 **EDUCATIONAL EVENTS**

- 57.01 Teachers, with prior approval of a School Board or designated Supervisor shall be entitled to accompany approved teams, committees and groups of students, during the school hours without loss of salary.

ARTICLE 58 **LONG TERM DISABILITY INSURANCE**

- 58.01 The Employer shall pay fifty percent (50%) of the monthly premium of the NSTU Long Term Disability Insurance for all teachers holding such a policy.
- 58.02 Notwithstanding 58.01, the Employer shall pay seventy percent (70%) of the monthly premium of the NSTU Long Term Disability Insurance for each teacher for whom the Employer is currently paying seventy percent (70%) of the premiums at the time of the signing of this Collective Agreement.
- 58.03 The Teacher is responsible for obtaining the policies.
- 58.04 All clerical work is the responsibility of the NSTU Insurance Administration.
- 58.05 The Trustees appointed by the Employer with respect to the Dental Policy, Total Care Policy and Life and AD&D Policy shall be deemed to be Trustees with respect to the NSTU Long Term Disability Insurance for teachers, with all the usual and customary rights and powers of a Trustee, and any necessary amendments to the Trust Deed, the Master Agreement, Master Agreement (Supplementary) Agreement, or any other amending documents shall be made to effect this within ninety (90) days of the signing of this agreement.

ARTICLE 59 **MARKING AND PREPARATION TIME**

- 59.01 Marking and preparation time for teachers shall be governed by provisions as contained in an agreement between a School Board and the Union in effect at the time of the signing of this Agreement which are contained in Appendix F, Marking and Preparation Time.
- 59.02 Effective August 1, 2009, in the application of 59.01, a time cycle for a semestered schedule is defined as a semester.

59.03 Notwithstanding 59.02, the time cycle as set out in Article 39.01 of the Halifax Regional School Board Article 39 Marking and Preparation Time pursuant to Appendix F marking and Preparation Time, shall remain in full force and effect.

59.04 Effective August 1, 2011 when marking and preparation time is scheduled it shall be scheduled in blocks of no less than fifteen (15) minutes.

ARTICLE 60 **PROFESSIONAL DEVELOPMENT FUND**

60.01 Commencing with the 2002/2003 fiscal year the Minister shall allocate annually to each School Board funds for a Professional Development Fund (the Fund) as follows:

- (i) Annapolis Valley Regional School Board - \$600,000
- (ii) Cape Breton-Victoria Regional School Board - \$700,000
- (iii) Chignecto-Central Regional School Board - \$848,451
- (iv) Conseil scolaire acadien provincial - \$180,000
- (v) Halifax Regional School Board - \$1,600,000
- (vi) South Shore Regional School Board - \$385,000
- (vii) Strait Regional School Board - \$402,413
- (viii) Tri-County Regional School Board - \$365,000

Effective the 2004/2005 fiscal year funds in 60.01 will change according to the change in the Consumer Price Index [CPI Nova Scotia all items (1992 = 100)] for December 2003 over December 2002 and each year thereafter accordingly.

60.02 Following the 2002/03 fiscal year any surplus from the Fund shall be carried forward to the following year.

60.03 The Fund shall be managed in each School Board by a Professional Development Fund Committee (the Committee) consisting of no fewer than six (6) or no greater than eight (8) persons. The School Board and the Union shall have equal representation on the Committee.

60.04 The Committee shall appoint a chair from among the members of the Committee. The chair position will be held for six (6) month periods and will alternate between the School Board and the Union representatives on the Committee. The duties of the chair will include soliciting items for the agenda, preparing and distributing agendas for Committee meetings, and providing minutes of meetings to Committee members. The chair position will be a voting position for Committee deliberations.

- 60.05 (i) The Committee will annually appoint an adjudicator and an alternate to resolve disputes in the event that the Committee is unable to reach agreement on any aspects of its responsibilities.
- (ii) The cost of an adjudicator pursuant to 60.05 (i) shall be borne equally by the Board and the Union.

- 60.06 If the Committee is unable to agree on an adjudicator, the Minister of Education will be requested to appoint an adjudicator within thirty (30) days of the request.
- 60.07 (i) By March 15th of each year the Union and the School Board shall notify each other of their respective appointments to the Committee.
- (ii) By September of each year the School Board shall provide the Committee with an interim report related to expenditures for educational leaves.
- (iii) By June 15th of each year the School Board shall provide the Committee with a financial statement related to expenditures for the previous fiscal year under all categories of the Fund.
- (iv) The School Board shall provide the Committee with quarterly updates of allocated expenditures for all categories of the Fund.
- 60.08 The Fund shall be allocated to the following categories:
- (i) Educational Leaves of up to and including one (1) year;
- (ii) Conference Grants;
- (iii) Professional Development Grants; and
- (iv) Teacher or School Initiated In-service Education.
- (v) Authorized administrative expenses pursuant to Article 60.13.
- 60.09 (i) Each School Board shall provide to the Committee on or before December 15 of each year its program priorities for the following school year and these priorities are to be among the primary considerations used in awarding educational leaves of four (4) months or longer. The Committee may add criteria as it determines appropriate.
- (ii) In the event that the School Board does not provide its program priorities for the following school year by December 15, the Board's priorities from the previous school year shall be used for the purposes of 60.09 (i).
- 60.10 The Committee shall:
- (i) select teachers to be granted educational leaves pursuant to the priorities and criteria established in 60.09;
- (ii) select teachers to be granted education leaves of less than four (4) months, conference grants, professional development grants, and reimbursement of teacher or school initiated in-service education expenses;
- (iii) establish and distribute to teachers the appropriate guidelines and application forms;
- (iv) prepare a budget for the allocation of the total Fund into the various categories and make this known to the teaching staff on or before April 30th of each year;
- (v) when considered necessary, revise the allocation of funds within the budget during the school year;
- (vi) establish the rates and/or allowances to be paid for expenses in each category and make these known to the teaching staff by April 30th of each year;
- (vii) establish meeting dates as required;
- (viii) supply to the Minister, the School Board, and the Union an annual fiscal statement of receipts and disbursements by June 30th of each year;

- (ix) subject to the requirements of this Article the Committee will be the sole authority for directing the distribution of the Fund;
- (x) approve authorized administrative expenses pursuant to Article 60.13.

60.11 Where a replacement teacher is required for a teacher, whose application in any of the categories has been approved by the Committee, the Fund shall be charged only the cost of the replacement teacher's salary and benefits. For greater certainty, the salary and benefits of the teacher on conference or leave shall not be a charge to the Fund.

60.12 The School Board shall be responsible for:

- (i) issuing payments from the Fund for expenditures approved by the Committee;
- (ii) administration and accounting of the Fund.

60.13 Beginning with the 2006/07 fiscal year, a school board may use up to a maximum of 2% of the annual PD Fund allocation to pay for authorized administrative expenses which shall include only:

- (i) administrative and secretarial support;
- (ii) meeting costs (including meals, secretarial, and costs of substitute teachers for representatives appointed by the Union to attend meetings of the Committee).

Educational Leaves of One Year

60.14 Educational leaves of up to one (1) year shall be available to teachers who meet the priorities and criteria established in 60.09.

60.15 Applications for educational leave must be submitted in writing before February 15th of each year to the Superintendent (may be delegated to the Director of Human Resources) of the School Board. The Superintendent shall submit applications to the Committee no later than twenty (20) days following receipt of the application. Where the Superintendent, or Director of Human Resources, declines to forward the application the applicant will be given the reasons in writing before March 15th. Only reasons related to personnel or operational matters could cause a denial of an application by the Superintendent.

60.16 A teacher must have a permanent contract with the School Board and have at least three (3) years teaching with that School Board.

60.17 All applicants shall be notified of the decision of the Committee by March 31st of the calendar year during which the educational leave is to be granted.

60.18 Educational leave of one (1) year for study purposes shall be considered as continuous service with the School Board and benefits such as salary increments, cumulative sick leave, service and seniority shall accumulate during the educational leave of one (1) year.

- 60.19 A teacher granted educational leave of one (1) year shall be paid during the leave one hundred percent (100%) of the salary and benefits which would ordinarily have been paid to the teacher if the teacher had not been on educational leave.
- 60.20 A teacher granted educational leave of one (1) year shall return to the School Board in the school year immediately following the leave and shall remain in the employ of the School Board for at least two (2) years.
- 60.21 On return from leave, a teacher shall be assigned, unless there is mutual agreement, to the same position or supervisory position. In the event of declining or changing enrolment patterns or administrative assignments, the teacher's placement shall be governed by the appropriate terms of the Local Agreement.
- 60.22 (i) If the teacher on leave due to termination pursuant to Article 20, involuntary transfer in the employment of spouse, illness, death, or disability, does not return to work for the School Board at the end of the educational leave the School Board shall not request reimbursement for the year of educational leave. In cases of involuntary transfer, the teacher may be required to provide documentation substantiating the involuntary transfer.
- (ii) In all other situations the teacher will be required to reimburse the School Board for that teacher's salary, benefits and other educational costs of the year of educational leave. The teacher will be required to enter into a contract with the School Board which will allow the School Board to recover the salary, benefits and other costs of the educational leave.
- 60.23 Where a teacher returns to work but does not fulfill the requirements of 60.20, the teacher shall be required to reimburse the School Board for that teacher's salary, benefits and other educational costs of the year of educational leave, a sum arrived at by pro-rating the amount received by the teacher while on study leave.

Educational Leaves of Less Than One Year

- 60.24 Educational leaves of less than one (1) year may be granted by the Committee in accordance with the priorities and criteria in 60.09.
- 60.25 A teacher seeking educational leave of less than one (1) year shall apply in writing to the Superintendent/ (may be delegated to the Director of Human Resources) of the School Board. The Superintendent shall submit applications to the Committee no later than ten (10) days following receipt of the application. Where the Superintendent, or Director of Human Resources, declines to forward the application the applicant will be given the reasons in writing no later than ten (10) days following receipt of the application. Only reasons related to personnel or operational matters could cause a denial of an application by the Superintendent.
- 60.26 The decision of the Committee shall be communicated within five (5) days of the decision. The decision of the Committee is final and binding.
- 60.27 The School Board shall pay to the teacher granted an educational leave of less than one (1) year one hundred percent (100%) of the teacher's salary and benefits during the period of leave.

- 60.28 Educational leave of less than one (1) year for study purposes shall be considered as continuous service with the School Board and benefits such as salary increments, cumulative sick leave, service and seniority shall accumulate during the educational leave of less than one (1) year.
- 60.29 A teacher granted an educational leave shall be required to remain in the employ of the School Board for a period of time equal to twice the length of the paid leave and shall be subject to the provisions of 60.22 and 60.23.

Conference Grants

- 60.30 Prior to seeking funding from the Committee a teacher shall seek approval of the necessary leave from the Superintendent or designate of the School Board. Such approval shall not be unreasonably denied. The applicant shall be notified of the decision within ten (10) days of the School Board decision.
- 60.31 Following the approval from the Superintendent or designate of the School Board the Committee shall deliberate and, where the priorities and criteria specified in 60.09 have been met, advise the applicant of their decision within five (5) days of the meeting of the Committee.
- 60.32 Conference expenses shall be paid at the rates established by the Committee. Expenses may include such travel costs as approved by the Committee.
- 60.33 All charges, excluding metrage or approved meal allowances, must be supported by receipts.
- 60.34 Notwithstanding 60.30 and 60.31, the Committee shall establish procedures to provide funding for teachers to attend the annual NSTU Professional Association Provincial Professional Development Conferences.

Professional Development Grants

- 60.35 Subject to the established budget the Committee shall pay reasonable expenses for teachers who take courses for the purpose of upgrading their professional qualifications or improving their classroom effectiveness.
- 60.36 Each grant shall be at the rate established by the Committee.
- 60.37 Tuition/course registration and documentation verifying successful completion of a course(s) shall be submitted before reimbursement is made.
- 60.38 The Committee shall establish the deadline date for professional development grants and shall inform the teaching staff of these dates.
- 60.39 To qualify for a grant for a course the teacher must be under contract with the School Board as of the beginning and ending dates of the course.
- 60.40 A teacher on educational leave shall not be eligible for a Professional Development grant.

Teacher or School Initiated In-service Education

- 60.41 The Committee may authorize the payment in part or completely of expenses for pre-approved teacher or school initiated in-service education for teachers.
- 60.42 The Committee shall establish the deadline for applications for in-service grants and shall inform the teaching staff of these dates. Applications for an in-service grant shall be made on an approved form. All applications requiring the use of school time must have the prior approval of the School Board.

Special Circumstances

- 60.43 The Committee will be advised where the Superintendent, or Director of Human Resources recommends that a teacher attend a conference, workshop, seminar or clinic because of an identified performance concern. The full expenses of the proposal shall be charged against the Fund.

ARTICLE 61 SERVICE AWARD/DEATH BENEFIT

- 61.01 A teacher will be eligible for a service award/death benefit in accordance with the following provisions.

Entitlement If Hired Prior to August 1st, 2002

- 61.02 (i) Teachers employed by a School Board prior to August 1st, 2002 will be entitled to a service award or death benefit in accordance with the provisions applicable to the teacher in their School Board on July 31, 2002. These entitlements are described in a Memorandum dated January 17, 2003 which shall form part of this Agreement.
- (ii) For a teacher who has earned a service award/death benefit under (i) and who subsequently leaves the School Board for employment with another School Board in Nova Scotia, the benefit earned under (i) shall be credited to the teacher at the level earned at that time. On retirement from the new School Board, the teacher will receive the benefit credited under (i) and any service award benefit earned in the new School Board. No teacher shall receive a service award in excess of the greatest benefit provided by one of the School Boards by which the teacher has been employed.
- (iii) A teacher who has not earned a service award/death benefit under (i) and who subsequently leaves the School Board for employment with another School Board in Nova Scotia, shall receive a service award/death benefit based upon all years of continuous teaching service in Nova Scotia pursuant to 61.03, 61.04, and 61.05.
- (iv) Notwithstanding 61.02 (i), if the provisions of 61.05 would provide a greater benefit, teachers employed by a School Board on July 31, 2002, shall be entitled to the benefit identified in 61.02 (i) for all service in that School Board up to July 31, 2002 and shall be entitled to the benefit identified in 61.05 for all service in any School Board after July 31, 2002.

Entitlement If Hired After July 31st, 2002

- 61.03 Teachers hired by a School Board after July 31st, 2002 who complete ten (10) or more consecutive years of service in any School Board in Nova Scotia after July 31st, 2002 will be

eligible for a service award upon retirement pursuant to the Teachers' Pension Plan, or a death benefit if the teacher dies while in the employ of a School Board in Nova Scotia.

- 61.04 For the purpose of 61.03 a year of service is accrued when a teacher teaches or claims one hundred seventy-five (175) days or more in a school year in a School Board under a probationary or permanent contract including substitute and term service under 32.13 and 33.05 of this agreement. Where a probationary or permanent contract teacher teaches or claims less than one hundred seventy-five (175) days in a school year, the year of service for this school year shall be the aggregate of days taught or claimed divided by one hundred ninety-five (195).
- 61.05 The service award/death benefit shall be calculated at a rate of one percent (1.00%) for each year of service to a maximum of thirty (30) years of service multiplied by the annual rate of salary applicable to the teacher according to the teaching certificate and experience, including any administrative allowance, on the last day of employment.
- 61.06 For the purposes of this Article consecutive service shall not be broken as long as the teacher remains in the employ of a School Board.

General

- 61.07 The service award shall be paid in one (1) lump sum, or by two (2) equal installments, as directed by the teacher, and to the extent permitted by law.
- 61.08 Notwithstanding 61.07 the Employer shall put in place procedures whereby all or part of the service award may be advanced, prior to the teacher's retirement, to the Nova Scotia Teachers' Pension Plan fund, for the purpose of purchasing past service. Such procedures shall be communicated to the Union and School Boards within ninety (90) days of signing of the collective agreement.
- 61.09 In the event that the teacher dies while in the employ of a School Board and has not completed a written Designation of Beneficiary the death benefit shall be paid to the estate of the teacher.

ARTICLE 62 SCHOOL DAY FOR TEACHERS

- 62.01 Teachers shall not be required to be at the workplace prior to twenty (20) minutes before the instructional day begins and shall not be required to remain at the workplace for more than twenty (20) minutes after the end of the instructional day.
- 62.02 Article 62.01 does not preclude the right of the Board, through its principals and authorized staff of the Superintendent's Office, from requiring teachers' attendance beyond 20 minutes after the end of the instructional day, upon sufficient notice, at:
- (i) staff meetings
 - (ii) parent-teacher conferences
 - (iii) student-teacher conferences
 - (iv) in-service programs pursuant to Article 25.05 (iii)
 - (v) other activities and meetings related to Department of Education mandated Programs and Student Services.

- 62.03 (i) At the beginning of the school year and following consultation with teachers, the principal shall establish a staff meeting schedule. There shall normally be no more than two (2) staff meetings per month. Staff meetings shall conclude no later than 90 minutes from the end of the instructional day.
- (ii) teachers may agree to a principal's request to meet at other times during the school day instead of at the end of the instructional day.
- 62.04 Teachers are required to attend a reasonable number of meetings, pursuant to 62.02 (v) provided;
- (i) meetings occur at the end of the instructional day and shall conclude no later than 90 minutes from the end of the instructional day;
- (ii) teachers may agree to a principal's request to meet at other times during the school day instead of at the end of the instructional day.

ARTICLE 63 CLASS CLIMATE

- 63.01 The parties under this Agreement recognize the educational desirability of having classroom climate conducive to creating conditions under which teachers are able to carry out their duties pursuant to the Teachers' Provincial Agreement.
- 63.02 A teacher who considers that her/his class climate is inconsistent with Article 63.01 may report the facts of the situation in writing to the Principal who shall investigate, take appropriate action, and report in writing within fifteen (15) days to the teacher the action taken.
- 63.03 If the Principal is unable to resolve the concerns of the teacher, the teacher and/or Principal may report, in writing, the facts of the situation to a Classroom Climate Review Team. A Classroom Climate Review Team shall be comprised of a representative designated by the Superintendent, and a representative designated by the Union.
- 63.04 The Team shall meet with the teacher and the Principal within ten (10) days to review the teacher's written concerns. The teacher may be accompanied by a representative of the Union.
- 63.05 The Team's considerations shall include but not be limited to:
- (i) the physical limitations of the instructional area;
- (ii) the resources available to the classroom;
- (iii) the range of educational and behavioural needs of the students in the teacher's class.
- 63.06 The Team shall examine all options available within the Board. The recommendation(s) of the team shall be reported to a Director determined by the Superintendent, with a copy to the teacher and the Principal.
- 63.07 The Director will review and assess the recommendation(s) of the Review Team and will report back within ten (10) days to the Review Team to identify which recommendations will be implemented, if any, and will provide status updates when accepted recommendations have been

implemented. The Director's decision as to whether or not to implement the recommendation(s) is final and non-grievable.

- 63.08 The parties recognize the sensitive nature of class climate issues, and accordingly agree that the process is to be kept confidential.

ARTICLE 64 COLLECTION OF MONEY

- 64.01 Teachers shall not be liable for the loss of money collected for any school purposes, provided the teacher can show that she/he acted in a responsible manner in the handling of such monies.

ARTICLE 65 LEGAL ASSISTANCE AND PROTECTION

- 65.01 Where a teacher, as a result of acting lawfully in the performance of his/her duties as a teacher, is prosecuted or sued by any party other than Her Majesty or a party to this Agreement, a Board shall undertake to defend him/her, provided that the teacher shall co-operate fully with the defence provided, and further provided that if the teacher retains his/her own legal counsel, a Board shall be relieved of all obligations under this Article.
- 65.02 The provisions of this Article shall also apply to substitute teachers hired pursuant to Article 32, while in the employ of a Board.

ARTICLE 66 METHOD OF PAYMENT

- 66.01 A School Board shall pay, by direct deposit to the teacher's personal account at the financial institution of her/his choice on each alternate Thursday, to each teacher in its employ, an amount equal to the teacher's annual salary pursuant to Article 43 – Salary of this Agreement divided by twenty-six (26), less authorized deductions. The teacher shall receive the direct deposit statement itemizing the deductions. The first pay date in the school year shall be the second Thursday in August, excepting that, whenever there is a three (3) week span between the second Thursday in August and the last pay date in July of the immediately preceding school year, then the first pay date in place of the second Thursday in August in the school year shall be the Monday preceding the second Thursday in August. ~~In years in which there is a three (3) week span between the second Thursday in August and the last pay date in July, the teachers shall be notified of the first pay date for August in their first pay in June.~~
- 66.02 The final pay of the school year shall be equal to the difference between the applicable annual salary and the actual salary received by regular payments less authorized deductions.
- 66.03 (i) The direct deposit statements shall be delivered directly by a Board to the teacher's place of employment on the date on which the direct deposit is made except when the schools are closed or in exceptional circumstances. In such events, the payment stubs shall be delivered no later than the first business day following the re-opening after the closure or exceptional circumstances.
- (ii) Teachers whose assignment includes more than one (1) school will receive their direct deposit statements to the teacher's base school.

- (iii) Notwithstanding 66.03 (i) and (ii), notifications of deposit for the months of July and August shall be forwarded to the teacher's place of residence.
 - (iv) When the employee self-service system is available to the teachers of a Board, teachers will be able to view online and print their direct deposit statements on or after the date on which the deposit is made. The Board will provide access to a secure computer and printer at each work site for this purpose. At this time the direct deposit statements will be available through the employee self service system only.
 - (v) A Board shall notify teachers three months prior to the implementation of employee self-service system. Meetings between the NSTU and a Board shall take place three months prior to the activation of this system to review the implementation process.
- 66.04 Notwithstanding 66.01, new teachers to the system shall receive their salary payments for the month of August on the first pay day in September.
- 66.05 Substitute teachers shall receive their direct deposit for days worked no later than the second regular payday after commencement of service with the Board, and on every regular payday thereafter provided they have worked during the relevant pay period.
- 66.06
- (i) Overpayment of salary or under deduction of benefits made as a result of an error of \$2,600.00 (two thousand and six hundred dollars) or less may be recovered by a Board by withholding the amount of such overpayment from the pay due the teacher up to a maximum of \$50 (fifty) dollars per pay, or such lesser period as the teacher may be under contract with a Board or that a Board and the teacher may agree to in writing.
 - (ii) If the amount owing exceeds \$2,600.00 (two thousand and six hundred dollars), then the amount may be recovered by a Board by withholding the amount of such overpayment in equal deductions over a twenty four (24) month period or such lesser period as the teacher may be under contract with a Board or that a Board and the teacher may agree to in writing.
 - (iii) A Board will not attempt to recover any overpayment of salary unless notice of overpayment has been given by a Board to the teacher no later than February 28 following the end of the school year in which the overpayment occurred.
 - (iv) A Board shall give to any teacher in its employ a formal notification of deduction in the event of a salary overpayment. Such notification shall be given a minimum of two (2) pay periods prior to deduction commencement.
 - (v) Notwithstanding 66.06 (i), and (ii), the teacher shall only be responsible to repay the net amount of overpayment calculated according to Federal regulations.
- 66.07 If a grievance has been filed in respect of the question of error, the period of recovery under 66.06 shall not commence until the grievance has been duly processed and then only if the grievance is decided in favour of a Board.
- 66.08 If the calculation of the number of days taught and claimed determines that a teacher at the time of her/his death had received more salary than was owing according to the statement of days taught and claimed, a Board agrees to waive all claims to recovery of such overpayment.

- 66.09 In the event of the death of a teacher, any underpayment shall be paid to the teacher's account or if the teacher's account is no longer active to the teacher's estate.
- 66.10 In the event that a teacher will owe a Board salary after the expiration of parental leave:
- (i) a permanent, probationary or term contract teacher may arrange with a Board to pay the amount owed prior to the end of the parental leave through a readjustment of money paid to the teacher for the maternity leave benefit and/or salary; or
 - (ii) a permanent or probationary contract teacher may arrange to pay the amount pursuant to 66.06.
- 66.11 Subject to the provisions of this Agreement, any adjustments in salary due to a change in certification shall be paid twenty-one (21) days from the date a Board receives a copy of the notice of change in certification from the Department of Education or the teacher.
- 66.12 Deductions for unpaid days will be deducted within the next two (2) possible pay periods immediately following receipt by the Finance Department of notification of such absences.

ARTICLE 67 RETIREMENT SEMINARS

- 67.01 Teachers within five (5) years of retirement shall, upon request, be given two (2) days Leave of Absence, without loss of salary or benefits, for actual attendance at a Retirement Seminar sponsored by the Nova Scotia Teachers Union. Substitutes shall be hired to replace such teachers pursuant to Article 32.21.
- 67.02 Teachers shall be permitted to attend only one such seminar and scheduling shall be coordinated between the Union and the Director of Human Resources, or designate, and preference in attendance shall be given first to those teachers closest to retirement.
- 67.03 The Union shall forward the names of teachers in attendance at a seminar within fourteen (14) days of the seminar to the Director of Human Resources.

ARTICLE 68 TEACHERS PROPERTY – LOSS OR DAMAGE

- 68.01 A teacher shall receive compensation for loss from theft of or damage to personal property used for instructional purposes within the school and/or extra-curricular activities sponsored by the Board/school in which the teacher is employed:
- 68.02 Where personal property of a teacher is lost or damaged, the teacher may make a written claim subject to the following:
- a. The teacher has taken appropriate steps to protect the property from loss or damage;
 - b. The teacher has written authorization of school based administration prior to the use of such property;
 - c. The teacher carries a homeowner insurance policy on the teacher's personal property and the property being claimed is not covered by the policy. The claim shall be made within three (3) working days of the effective knowledge of the theft or damage.
 - d. A compensation claim shall be limited to:

- (i) the replacement cost of the article;
- (ii) a maximum payment by the Board on any claim of one thousand two hundred dollars (\$1,200.00) or if the article is covered under a teacher's home owner insurance policy a compensation claim shall be limited to the deductible portion of the teacher's insurance policy;
- (iii) claims of less than fifty dollars (\$50.00) will not be considered.

68.03 The Board shall reimburse teachers for eyeglasses that are damaged in the course of a teacher's duties, provided the teacher can demonstrate that she/he acted in a responsible manner. The teacher shall be reimbursed to a limit of \$400.00 for a claim and the teacher must first access their NSTU medical insurance policy on eyeglasses if available.

ARTICLE 69 **DURATION AND TERMINATION**

69.01 This Agreement shall be in full force and effect for a term beginning August 1, 2010 and ending on July 31, 2012 or until a new agreement is reached in accordance with the *Teachers' Collective Bargaining Act*.

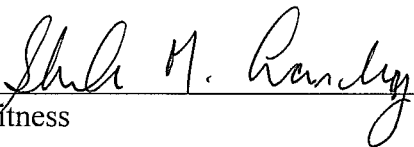
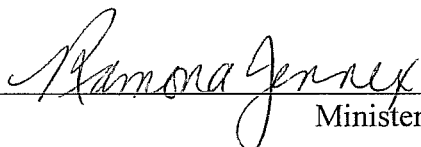
69.02 Either party to the Agreement may, within the period of five (5) months next preceding the date of expiry of the term of, or preceding termination of the Agreement, by notice in writing, require the other party to the Agreement to commence collective bargaining.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

PROVINCE OF NOVA SCOTIA

	
Witness	Minister of Education

NOVA SCOTIA TEACHERS UNION

	
Witness	President

	
Witness	Executive Director

LETTER OF UNDERSTANDING

AFFIRMATIVE ACTION – (1)

- .01 The parties agree during the term of this Agreement to promote a program of affirmative action in the school systems.
- .02 Affirmative action shall mean policies and procedures which ensure that women and members of visible minorities are given careful consideration in:
 - (i) hiring practices of School Boards, and
 - (ii) promotional opportunities in educational administration.
- .03 The purpose of this affirmative action program shall be to address any under-utilization of women and members of visible minorities in education.
- .04 In order to give effect to the affirmative action program, it is agreed that a Coordinating Committee shall consist of:
 - (i) a nominee of the Minister of Education who shall be chairperson;
 - (ii) a nominee of the Nova Scotia School Boards Association; and
 - (iii) a nominee of the Nova Scotia Teachers Union;
 - (iv) and such other resource persons as may be unanimously agreed upon by the nominees in (i), (ii) and (iii);
 - (v) such resource persons shall not be voting members of the Committee.
- .05 The mandate of the Coordinating Committee shall include, but not be limited to, the following:
 - (i) Urging School Boards to review their hiring procedure to ensure that women and members of visible minorities are encouraged to seek employment in teaching.
 - (ii) Encouraging School Boards to identify women and members of visible minorities who are qualified and who wish to seek promotion.
 - (iii) Receiving annual summary reports from each School Board indicating the affirmative action initiative taken by the School Board in the previous year.
 - (iv) Analyzing reports received from School Boards projecting their staff requirements over the five (5) year period 1995-96 to 2000-2001 and preparing an annual overall report for the Minister of Education, the Nova Scotia School Boards Association and the Nova Scotia Teachers Union indicating the progress that has been made in the area of affirmative action.
- .06 The Coordinating Committee shall meet not less than three (3) times each year in order to fulfill its mandate.

This Letter of Understanding shall be attached to the Agreement and shall be deemed to be part of the Agreement.

Sheila M. Landry
Witness

Kamona Jenkins
Minister of Education

B. Kellum
Witness

Alexis Allen
President

Mike
Witness

William Reda
Executive Director

November 10, 2011
Date

LETTER OF UNDERSTANDING

SUBSTITUTE TEACHERS (Rate of Pay) - (2)

The parties to this Agreement agree to the following interpretation of a substitute teacher's daily rate of pay where a substitute teacher is replacing a term contract teacher whose contract is less than one hundred percent (100%).

- .01 A substitute teacher shall receive no less than fifty percent (50%) of the full daily rate of pay on each day of service.
- .02 A substitute teacher engaged for more than fifty percent (50%) of the school instructional day shall receive the full daily rate of pay prorated to the percentage of the instructional day the teacher is engaged.
- .03 The daily rate of pay shall be determined according to the consecutive service as per Article 32 in this Agreement.
- .04 This interpretation does not apply where a substitute teacher becomes classified as a regular teacher for salary purposes as per Article 32.02.

Shila H. Randy
Witness

Ramona J. Jerney
Minister of Education

B. Kellaway
Witness

Alexis Allen
President

W. H. H.
Witness

William Reder
Executive Director

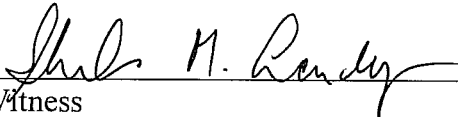
November 10, 2011
Date

LETTER OF UNDERSTANDING

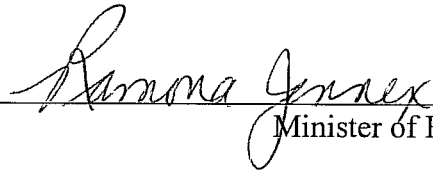
SCHOOL CLOSURES - (3)

The parties agree that attendance of teachers in the event of school closures for reasons other than inclement weather shall be governed by the following procedures:

- .01 On the day that a school is closed teachers are not required to remain at or report to work.
- .02 On the second consecutive day that a school is closed teachers may be required to report for work (related to the teacher's assignment) where the School Board directs.
- .03 When it is known in advance that there will be a planned closure of a school teachers may be required to report to work where the School Board directs on the first day and thereafter.
- .04 Facilities and resources shall be such that meaningful work by teachers can be accomplished.



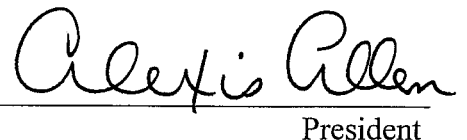
Witness



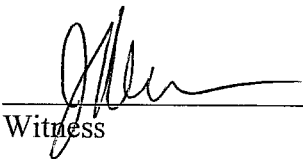
Minister of Education



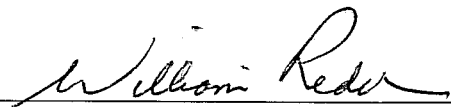
Witness



President



Witness



Executive Director



Date

LETTER OF UNDERSTANDING

IMPLEMENTATION DATE (4)

It is understood by the parties, in this Agreement:

- (a) clauses that are unchanged from clauses existing in the Teachers' Provincial Agreement dated April 2, 2009 are continued in effect from August 1, 2010;
- (b) clauses that state an effective date are effective on the stated date;
- (c) all other clauses in this Agreement are effective on the date of signing of this Agreement.

Shirley M. Roney
Witness

Ramona Jones
Minister of Education

B. Kellam
Witness

Alexis Allen
President

[Signature]
Witness

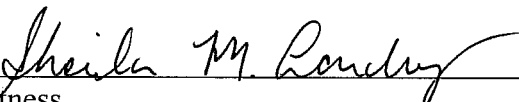
William Reder
Executive Director

November 10, 2011
Date

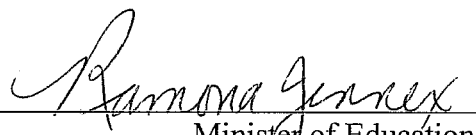
LETTER OF UNDERSTANDING

AFTER HOURS INTAKE, COUNSELLING AND REFERRAL – (5)

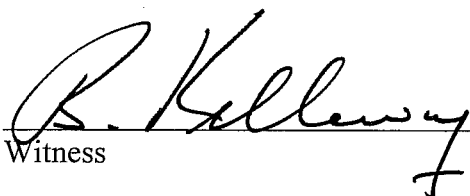
- .01 The Employer shall contract with a service provider to provide teachers with a bilingual after-hours telephone intake, crisis counselling and referral service.
- .02 A four (4) person Advisory Committee comprised of two (2) Employer and two (2) NSTU representatives will meet quarterly to evaluate the quality and level of after hours service provided by the provider.



Witness



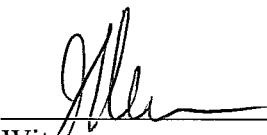
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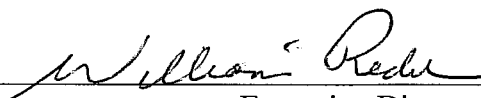
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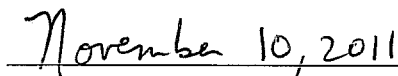
President



Witness



Executive Director

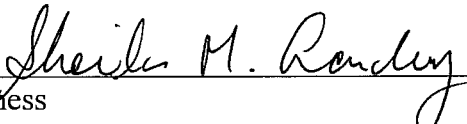


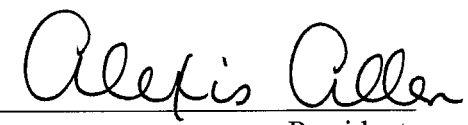
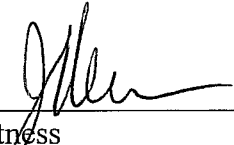
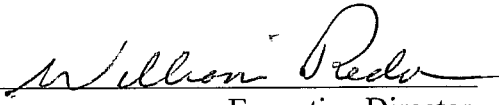


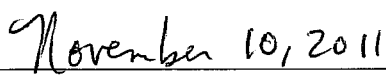
Date

LETTER OF UNDERSTANDING

ISSUANCE OF PERMITS – CSAP – (6)

The parties agree that for the purposes of Article 17.02, the Conseil scolaire acadien provincial shall be able to request “permits to teach” after July 1st during the term of this Agreement.

 _____ Witness	 _____ Minister of Education
 _____ Witness	 _____ President
 _____ Witness	 _____ Executive Director

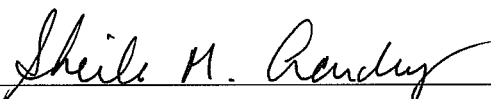


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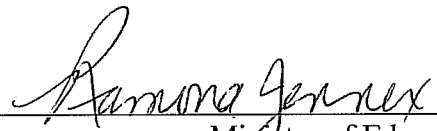
LETTER OF UNDERSTANDING

SUBSTITUTE TEACHERS (Injury on Duty) (7)

- .01 Within sixty (60) days of the signing of this Agreement, a committee shall be formed and shall consist of two (2) representatives from the Department of Education and two (2) representatives from the Union.
- .02 The mandate of the Committee shall be to meet and explore options for injury on duty leave for substitute teachers.
- .03 The Committee shall make recommendations to the Minister of Education and the President of the Nova Scotia Teachers Union for the provision of injury on duty for substitute teachers no later than one hundred and twenty (120) days from the date of the first meeting.
- .04 Where the parties to this Agreement are in agreement with the recommendations of the Committee, the said recommendations shall be included as an amendment to the Teachers' Provincial Agreement.



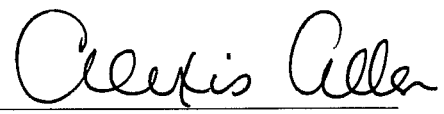
Witness



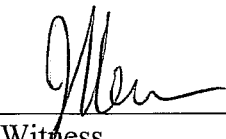
Minister of Education



Witness




President



Witness



Executive Director



Date

LETTER OF UNDERSTANDING

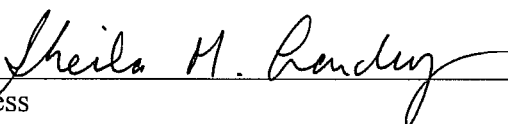
JOINT COMMITTEE (8)

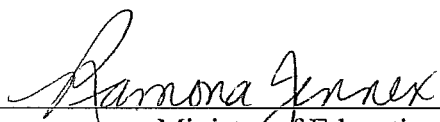
The parties agree to form a committee comprised of three members appointed by the Employer and three members appointed by the NSTU.

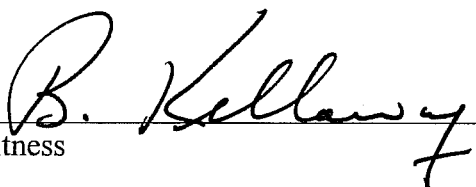
The mandate of the committee is to make recommendations to the Employer and the Union no later than March 1, 2012 or such a time as mutually agreeable to the parties.

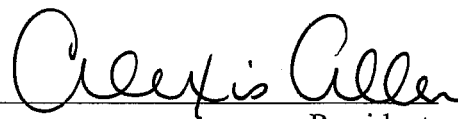
The committee shall:


- Examine relevance in the assessment of learning (large scale tests) at both the Department and Board level;
- Explore how redundancy in assessment of learning (large scale tests) can be reduced at both the Department and Board Level;
- Determine the necessity of Accreditation/Planning for Improvement programs, specifically in light of efforts to promote professional learning communities that will, if successful, focus teachers and administrators on student learning;
- Review the process of how new Department and Board initiatives and programs are implemented;
- Review the process of how new technology or software is implemented. This shall include, but not be limited to, the appropriate in-servicing for affected teachers.
- Examine what administrative tasks and data collection are unnecessary to student learning and can be reduced or eliminated.

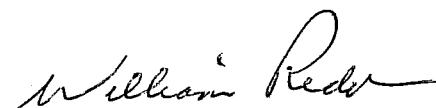

Witness



Minister of Education


Witness


President


Witness


Executive Director


Date

SCHEDULE A

PERMANENT CONTRACT

APPROVED BY THE MINISTER OF EDUCATION UNDER *THE EDUCATION ACT*,
S.N.S. 1995-96, CHAPTER 1

MEMORANDUM OF AGREEMENT made in duplicate and entered into the _____ day
of _____, 20 _____, A. D.

B E T W E E N:

_____ of

Professional Number _____

hereinafter referred to as "the Teacher"

OF THE ONE PART

- and -

The _____

hereinafter referred to as "the School Board"

OF THE OTHER PART

The parties hereto have agreed as follows, that is to say:

ARTICLE ONE

Agreement to Teach

- 1.01 The Teacher agrees with the School Board to teach, supervise or administer in a public school administered by the School Board and the School Board agrees to employ the Teacher on a full time basis for one-hundred and ninety-five (195) days per school year or such fewer number of days as permitted by the terms of this Agreement or the terms of a Regional Agreement.
- 1.02 The term of this Agreement shall be during the school year commencing on the first day of August 20 ____, and ending on the thirty-first day of July 20 ____, both dates inclusive and thereafter from year to year until such time as the Agreement is terminated by one or both of the parties hereto in the manner set out in Article Three hereof.

ARTICLE TWO

Remuneration of Teachers

- 2.01 The School Board agrees with the Teacher to pay the teacher such proportion of the yearly salary in accordance with the provisions of the Teachers' Provincial Agreement, as amended or replaced from time to time, applicable to the class of teacher's certificate or permit, experience and position held by the teacher, as the number of days taught, or reckoned as days taught, by the teacher, bears to the total number of teaching days in the school year.
- 2.02 For the purpose of determining the remuneration or salary of a teacher, "days taught" shall include:
- (a) any days which may be reckoned as days taught under any regulation made pursuant to *The Education Act*;
 - (b) any days agreed upon as days taught between the Minister or the School Board and the Nova Scotia Teachers Union;
 - (c) such other days as are allowed by the School Board as days taught.

ARTICLE THREE

Termination of Agreement, Suspension, and Discharge

- 3.01 Where the parties hereto are in mutual agreement, this Agreement may be terminated at any time.
- 3.02 The Teacher may, by notice in writing, given to the School Board on or before the first day of April, terminate this Agreement at the end of any school year.
- 3.03 The School Board may, by notice in writing given to the teacher, on or before the fifteenth day of May, terminate this Agreement in accordance with the provisions of *The Education Act* and the Teachers' Provincial Agreement, as amended or replaced from time to time.
- 3.04 The School Board may, by notice in writing, suspend or discharge the Teacher at any time during the school year in accordance with the provisions of *The Education Act* and the Teachers' Provincial Agreement, as amended or replaced from time to time.

ARTICLE FOUR

Miscellaneous Provisions

- 4.01 The School Board and the Teacher mutually agree that the parties to this Agreement and the Agreement shall be in all respects subject to the provisions of *The Education Act*, the Regulations made under authority of *The Education Act*, and the Teachers' Provincial Agreement, as amended or replaced from time to time.

4.02 The School Board and the Teacher mutually agree that this Agreement is subject to the teacher holding a valid Nova Scotia Teachers' Certificate or Permit.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands this _____ day of _____, 20__ A.D.

Witness

Teacher

Witness

Secretary of School Board

SCHEDULE B

PROBATIONARY CONTRACT

APPROVED BY THE MINISTER OF EDUCATION UNDER *THE EDUCATION ACT*,
S.N.S. 1995-96, CHAPTER 1

MEMORANDUM OF AGREEMENT made in duplicate and entered into the _____ day of _____, 20 ____, A. D.

B E T W E E N:

_____ of

Professional Number _____

hereinafter referred to as “the Teacher”

OF THE ONE PART

- and -

The _____

hereinafter referred to as “the School Board”

OF THE OTHER PART

The parties hereto have agreed as follows, that is to say:

ARTICLE ONE

Agreement to Teach

- 1.01 The Teacher agrees with the School Board to teach, supervise or administer in a public school administered by the School Board and the School Board agrees to employ the Teacher on a full-time basis for a minimum of one-hundred and seventy-five (175) days per school year in each of two (2) consecutive years, subject to Article 20.02 (ii) Tenure of this Agreement.
- 1.02 The term of this Agreement shall be during the two (2) academic school years commencing on the first day of August, 20 ____, and ending on the thirty-first day of July, 20 ____, unless this Agreement is terminated in the manner set out in Article Three hereof or a replacement year is offered pursuant to 20.02 (ii).

ARTICLE TWO

Remuneration of Teachers

- 2.01 The School Board agrees with the Teacher to pay the teacher such proportion of the yearly salary in accordance with the provisions of the Teachers' Provincial Agreement, as amended or replaced from time to time, applicable to the class of teacher's certificate or permit, experience and position held by the teacher, as the number of days taught, or reckoned as days taught, by the teacher, bears to the total number of teaching days in the school year.
- 2.02 For the purpose of determining the remuneration or salary of a teacher, "days taught" shall include:
- (a) any days which may be reckoned as days taught under any Regulation made pursuant to *The Education Act*;
 - (b) any days agreed upon as days taught between the Minister or the School Board and the Nova Scotia Teachers Union;
 - (c) such other days as are allowed by the School Board as days taught.

ARTICLE THREE

Termination of Agreement, Suspension, and Discharge

- 3.01 Where the parties hereto are in mutual agreement, this Agreement may be terminated at any time.
- 3.02 The Teacher may, by notice in writing, given to the School Board on or before the first day of April, terminate this Agreement at the end of any school year.
- 3.03 The School Board may, by notice in writing given to the teacher, on or before the fifteenth day of May, terminate this Agreement in accordance with the provisions of *The Education Act* and the Teachers' Provincial Agreement, as amended or replaced from time to time.
- 3.04 The School Board may, by notice in writing, suspend or discharge the Teacher at any time during the school year in accordance with the provisions of *The Education Act* and the Teachers' Provincial Agreement, as amended or replaced from time to time.

ARTICLE FOUR

Miscellaneous Provisions

- 4.01 The School Board and the Teacher mutually agree that the parties to this Agreement and the Agreement shall be in all respects subject to the provisions of *The Education Act*, the regulations made under authority of *The Education Act*, and the Teachers' Provincial Agreement, as amended or replaced from time to time.

4.02 The School Board and the Teacher mutually agree that this Agreement is subject to the teacher holding a valid Nova Scotia Teachers' Certificate or Permit.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands this _____ day of _____, 20____, A.D.

Witness

Teacher

Witness

Secretary of School Board

SCHEDULE C

TERM CONTRACT

APPROVED BY THE MINISTER OF EDUCATION UNDER *THE EDUCATION ACT*,
S.N.S. 1995-96, CHAPTER 1

MEMORANDUM OF AGREEMENT made in duplicate and entered into the _____ day
of _____, 20 ____, A. D.

B E T W E E N:

_____ of

Professional Number _____
hereinafter referred to as "the Teacher"

OF THE ONE PART

- and -

The _____

hereinafter referred to as "the School Board"

OF THE OTHER PART

The parties hereto have agreed as follows, that is to say:

ARTICLE ONE

Agreement to Teach

- 1.01 The Teacher agrees with the School Board to teach, supervise or administer in a public school administered by the School Board for _____ days during the term of this Agreement. The scheduling of such days shall be determined by the Superintendent of Schools, the person in charge of the school system.
- 1.02 The term of this Agreement shall be during the academic school year commencing on the first day of August 20 ____, and ending on the thirty-first day of July 20 ____, unless this Agreement is terminated prior to the thirty-first day of July, 20 ____, by mutual agreement between the parties hereto or in the manner set out in Article Three hereof.

1.03 The Teacher is (check one):

- (i) replacing _____ who is on leave for the school year 20__ - 20__;
- (ii) replacing _____ who is on temporary assignment to another position for the school year 20__ - 20__;
- (iii) replacing a regularly employed permanent contract teacher who is job-sharing;
- (iv) replacing _____ who is employed to teach for a semester in the 20__ - 20__ school year;
- (v) replacing _____ on an unpaid leave following an absence of a minimum of two (2) consecutive school years;
- (vi) job sharing for the full school year;
- (vii) employed on a part-time basis for the full school year, for the remainder of a semester, or for the remainder of the school year;
- (viii) employed to teach for a semester;
- (vix) replacing _____ who is on a six (6) month deferred salary leave;
- (x) replacing _____ who is on temporary assignment to another position for _____ days [less than one hundred seventy-five (175) days].
- (xi) replacing _____ who has left the employ of the School Board after the twentieth (20th) day of school;
- (xii) filling a newly created position after the twentieth (20th) day of school;
- (xiii) replacing _____ who is on an unpaid leave of absence in excess of forty (40) days and will not be returning for the remainder of the school year;
- (xiv) replacing _____ who is on parental leave in excess of forty (40) days in a school year.
- (xv) filling a temporary assignment for _____ days.

ARTICLE TWO

Remuneration

- 2.01 The School Board agrees with the Teacher to pay the teacher such proportion of the yearly salary in accordance with the provisions of the Teachers' Provincial Agreement, as amended or replaced from time to time, applicable to the class of teacher's certificate or permit, experience and position held by the teacher, as the number of days taught, or reckoned as days taught, by the teacher, bears to the total number of teaching days in the school year.

ARTICLE THREE

Suspension and Discharge

- 3.01 The School Board may, by notice in writing, suspend or discharge the Teacher at any time during the school year in accordance with the provisions of Sections 33, 34, 35 and 36 of *The Education Act* and the Teachers' Provincial Agreement, as amended or replaced from time to time.

ARTICLE FOUR

Miscellaneous Provisions

- 4.01 The School Board and the Teacher mutually agree that the parties to this Agreement and the Agreement shall be in all respects subject to the provisions of *The Education Act*, the regulations made under authority of *The Education Act*, and the Teachers' Provincial Agreement, as amended or replaced from time to time.
- 4.02 The School Board and the Teacher mutually agree that this Agreement is subject to the teacher holding a valid Nova Scotia Teachers' Certificate or Permit.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands this _____ day of _____, 20_____, A. D.

Witness

Teacher

Witness

Secretary of School Board

Schedule D1
August 1, 2009 - July 31, 2010

Position on Scale	VTPA	Year of Teaching	TCM TC1 TC2	TC3	VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
1	41982	1 & 2	42713	42713	41983	47074	52647	57295	61706
2	43958	3 & 4		42713	43959	49588	55435	60083	64494
3	45934	5		42713	45935	52102	58223	62871	67282
4	47910	6		42713	47911	54616	61011	65659	70070
5	49886	7		42713	49887	57130	63799	68447	72858
6	51862	8		46427	51863	59644	66587	71235	75646
		9			53839	62158	69375	74023	78434
		10				64672	72163	76811	81222
		11+				67186	74951	79599	84010

Schedule D2
August 1, 2010 - July 31, 2011

Position on Scale	VTPA	Year of Teaching	TCM TC1 TC2	TC3	VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
1	42402	1	43140	43140	42403	47545	53173	57868	62323
2	44398	2 & 3		43140	44399	50084	55989	60684	65139
3	46393	4 & 5		43140	46394	52623	58805	63500	67955
4	48389	6		43140	48390	55162	61621	66316	70771
5	50385	7		43140	50386	57701	64437	69131	73587
6	52381	8		43140	52382	60240	67253	71947	76402
		9		46891	54377	62780	70069	74763	79218
		10				65319	72885	77579	82034
		11+				67858	75701	80395	84850

Schedule D3
August 1, 2011 - July 31, 2012

Position on Scale	VTPA	Year of Teaching	TCM TC1 TC2	TC3	VTCI TC4	VTCII TC5 ITC	VTCIII TC6 ATC1	VTCIV TC7 ATC2	TC8 ATC3
1	42826	1	43572	43572	42827	48020	53705	58447	62946
2	44842	2		43572	44843	50585	56549	61291	65790
3	46857	3 & 4		43572	46858	53149	59393	64135	68634
4	48873	5 & 6		43572	48874	55714	62237	66979	71478
5	50889	7		43572	50890	58278	65081	69823	74322
6	52904	8		47360	52905	60843	67925	72667	77166
		9			54921	63407	70769	75511	80011
		10				65972	73613	78355	82855
		11+				68536	76458	81199	85699

SCHEDULE E1
August 1, 2009 – July 31, 2010

TEACHERS

(Base Rate)	50 or less	\$19,432
	51 - 100	19,432 plus \$110 for each teacher over 50 to a maximum of 25,182
	101 - 200	26,585
	201 - 350	28,630
	351 - 500	30,679
	501 - 650	32,716
	651 - 800	34,764
	801 - 1000	36,812
	1001 - 1200	38,860
	Over 1200	40,908

Director	No less than 70% of the base rate or \$704 more than the Director would make if the Director were principal of the largest school in the Director's system, whichever is the greater.
Sub-System Supervisor	No less than 75% of the base rate based upon the number of teachers in area of responsibility.
Co-ordinator	Same salary as a principal of a school with a minimum of 18 teachers and a maximum of 30 teachers, depending on the number under the Co-ordinator's jurisdiction.

TEACHERS

Principal	schools with 1 - 5 teachers	\$5,422
	schools with 6 – 15 teachers	\$5,422 plus \$652 for each teacher in excess of five (5)
	schools with 16 – 30 teachers	\$11,952 plus \$492 for each teacher in excess of fifteen (15)
	schools with 31 – 45 teachers	\$19,340 plus \$99 for each teacher in excess of thirty (30)
	schools with 46+ teachers	\$20,813 plus \$74 for each teacher in excess of forty-five (45)
Vice-Principal(s)	50% of the rate for the Principal of the School based upon the number of teachers in geographic area of responsibility.	
Department Head or System Consultant	\$513 for each full-time teacher in the department including department head maximum \$5,134. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the teacher's time in the department.	

SCHEDULE E2
August 1, 2010 – July 31, 2011

<u>TEACHERS</u>		
(Base Rate)	50 or less	\$19,626
	51 - 100	19,626 plus \$111 for each teacher over 50 to a maximum of 25,434
	101 - 200	26,851
	201 - 350	28,916
	351 - 500	30,986
	501 - 650	33,043
	651 - 800	35,112
	801 - 1000	37,180
	1001 - 1200	39,249
	Over 1200	41,317
Director	No less than 70% of the base rate or \$711 more than the Director would make if the Director were principal of the largest school in the Director's system, whichever is the greater.	
Sub-System Supervisor	No less than 75% of the base rate based upon the number of teachers in area of responsibility.	
Co-ordinator	Same salary as a principal of a school with a minimum of 18 teachers and a maximum of 30 teachers, depending on the number under the Co-ordinator's jurisdiction.	
<u>TEACHERS</u>		
Principal	schools with 1 - 5 teachers	\$5,476
	schools with 6 – 15 teachers	\$5,476 plus \$659 for each teacher in excess of five (5)
	schools with 16 – 30 teachers	\$12,072 plus \$497 for each teacher in excess of fifteen (15)
	schools with 31 – 45 teachers	\$19,533 plus \$100 for each teacher in excess of thirty (30)
	schools with 46+ teachers	\$21,021 plus \$75 for each teacher in excess of forty-five (45)
Vice-Principal(s)	50% of the rate for the Principal of the School based upon the number of teachers in geographic area of responsibility.	
Department Head or System Consultant	\$518 for each full-time teacher in the department including department head maximum \$5,185. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the teacher's time in the department.	

SCHEDULE E3
August 1, 2011 – July 31, 2012

<u>TEACHERS</u>			
(Base Rate)	50 or less		\$19,822
	51 - 100		19,822 plus \$112 for each teacher over 50 to a maximum of 25,688
	101 - 200		27,119
	201 - 350		29,205
	351 - 500		31,296
	501 - 650		33,374
	651 - 800		35,463
	801 - 1000		37,552
	1001 - 1200		39,641
	Over 1200		41,730

Director No less than 70% of the base rate or \$718 more than the Director would make if the Director were principal of the largest school in the Director's system, whichever is the greater.

Sub-System Supervisor No less than 75% of the base rate based upon the number of teachers in area of responsibility.

Co-ordinator Same salary as a principal of a school with a minimum of 18 teachers and a maximum of 30 teachers, depending on the number under the Co-ordinator's jurisdiction.

<u>TEACHERS</u>		
Principal	schools with 1 - 5 teachers	\$5,531
	schools with 6 – 15 teachers	\$5,531 plus \$666 for each teacher in excess of five (5)
	schools with 16 – 30 teachers	\$12,192 plus \$502 for each teacher in excess of fifteen (15)
	schools with 31 – 45 teachers	\$19,729 plus \$101 for each teacher in excess of thirty (30)
	schools with 46+ teachers	\$21,231 plus \$76 for each teacher in excess of forty-five (45)

Vice-Principal(s) 50% of the rate for the Principal of the School based upon the number of teachers in geographic area of responsibility.

Department Head or System Consultant \$523 for each full-time teacher in the department including department head maximum \$5,237. For purposes of determining the equivalent number of full-time teachers, a teacher must teach more than fifty percent (50%) of the teacher's time in the department.

APPENDIX A

EARLY RETIREMENT INCENTIVE PLAN

Purpose

- .01 The purpose of the Early Retirement Incentive Plan is to enable teachers, during the period of declining enrolment, to retire earlier than they might otherwise decide.

The Plan will provide the teacher with an opportunity to earn money, following retirement, which may help reduce the impact of financial loss incurred under the terms of the *Teachers' Pension Act* by electing early retirement.

Eligibility Requirements

- .02 A teacher must be eligible for a pension under the *Nova Scotia Teachers' Pension Act*.

Application

- .03 A teacher who plans to retire at the end of the school year and wishes to participate in the Plan must make application, in writing, to the Superintendent of Schools on or before December 31st of the school year in which the teacher plans to retire.
- .04 A teacher who plans to retire during the school year and wishes to participate in the Plan must make application, in writing, to the Superintendent of Schools at least three (3) months prior to the date the teacher plans to retire.
- .05 Approval of individual request to participate in the Plan shall be at the discretion of the School Board subject to the approval of the Employer, and a refusal by a School Board to approve an application is final and non-grievable.
- .06 Written acceptance, or denial, of the teacher's request, with explanation, shall be forwarded to the teacher within two (2) months from the closing date for application.

Conditions

- .07 During each year of participation in the Early Retirement Incentive Plan, the teacher shall agree to work for the School Board in an assignment mutually agreed upon by the teacher and the School Board for a minimum period of twenty-one (21) days, such period need not be consecutive.
- .08 A teacher may participate in the Early Retirement Incentive Plan for a maximum of five (5) years.
- .09 A teacher participating in the Plan shall be paid in accordance with the salary provisions of the Teachers' Provincial Agreement with the calculation for the daily rate to be based on one hundred and ninety-five (195).
- .10 The Early Retirement Incentive Plan shall not affect any of the provisions of the Service Award.
- .11 The teacher must resign the teacher's position.

Contract

- .12 A participating teacher, the School Board and the Minister of Education, or designate, shall jointly sign the approved contract before final approval for participation in the Plan is considered granted.

Duration

- .13 The Early Retirement Incentive Plan shall remain in effect until mutually agreed otherwise by the parties to this Agreement.

Information

- .14 Effective the academic school year August 1, 1999, the Minister shall provide the Union or designate with the following information:
- (i) the number of applications submitted pursuant to .03 by School Board; and
 - (ii) the names of approved applicants by School Board, on or before July 31st of the academic school year.

Special Circumstances

- .15 When it is determined, pursuant to Article 21, that an Early Retirement Incentive plan is to be offered the provisions of this Article shall apply except as noted below.
- .16 Notwithstanding .07 the teacher shall be guaranteed a period of 69.5 days of substitute service or other work as determined by the School Board which need not be consecutive.
- .17 A teacher may participate in the Special Circumstances provision for a maximum of five (5) years.
- .18 The number of participants eligible for the Special Circumstances provision shall be limited by the provisions of Article 21.

EARLY RETIREMENT INCENTIVE PLAN CONTRACT

SECTION I:

Having read the terms and conditions of the Early Retirement Incentive Plan related to Article 38 of the Teachers' Provincial Agreement, I hereby advise that I wish to participate in the Plan, and if approved by the School Board and the Minister will therefore retire from my current teaching position effective the _____ day of _____, 20_____.

SIGNATURE _____

WITNESS _____

DATE _____

SECTION II:

In accordance with the terms and conditions of the aforementioned Early Retirement Incentive Plan, approval is given the above-named teacher to participate in the Plan, for a period of _____ years commencing the _____ day of _____, 20_____ and terminating the _____ day of _____ 20_____.

SIGNATURE _____
On behalf of the School Board

WITNESS _____

DATE _____

SIGNATURE _____
On behalf of the Minister of Education

WITNESS _____

DATE _____

APPENDIX B

DEFERRED SALARY LEAVE PLAN

Purpose

- .01 The Deferred Salary Leave Plan will afford teachers the opportunity of taking a one (1) year or the equivalent of a six (6) month leave of absence, and through deferral of salary, finance the leave.

Eligibility

- .02 Any teacher who holds a permanent contract with a School Board is eligible to participate in the Plan.

Application

- .03 A teacher must make written application to the Superintendent of Schools on or before April 30th of the school year prior to the school year deferment is to commence, requesting permission to participate in the Plan.
- .04 Written acceptance, or denial, of the teacher's request, with explanation, shall be forwarded to the teacher by June 15th in the school year the original request is made.
- .05 Approval of individual requests to participate in the Plan shall rest solely with the School Board and a refusal by the School Board to approve an application shall be final and non-grievable.

Payment Formula and Leave of Absence

- .06 The payment of salary, benefits, and the timing of the one (1) year or six (6) month leave of absence shall be as follows:
- (i) In each year of the Plan, preceding the year of the leave, a teacher will be paid a reduced percentage of the teacher's applicable annual salary. The remaining percentage of annual salary shall be deferred and this accumulated amount plus interest earned shall be retained for the teacher by the School Board to finance the leave.
 - (ii) The percentage of annual salary deferred in any one (1) year shall not be less than five percent (5%).
 - (iii) The calculation of interest under terms of this Plan shall be done daily and paid monthly (not in advance).
The rate is determined on the last day of each month by taking the average of the Plan 24 savings account at the Teachers *Plus* Credit Union, and a one, three and five year non-redeemable term deposit. The rates for term deposits shall be the average of those quoted by Teachers *Plus* Credit Union, Royal Bank, Scotia Bank, CIBC, TD Canada Trust, and Bank of Montreal.

Interest shall be calculated as above and credited to the teacher's account on the day prior to each of the regular pay dates of the teacher.

Benefits

- .07 While a teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received had the teacher not been enrolled in the Plan.
- .08 A teacher's benefits will be maintained during the leave of absence; however, the premium costs of all benefits shall be paid by the teacher during the year of the leave.
- .09
 - (i) While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had the teacher not been enrolled in the plan.
 - (ii) While on a leave of six (6) months within a school year, any benefits tied to salary level shall be structured according to the salary the teacher would have received during the current school year.
- .10 Sick leave credits shall not accumulate and cannot be used during the leave.
- .11 Pension deductions shall be continued during the leave. The leave shall count as pensionable and teaching service.
- .12 Pension deductions shall be made on the salary the teacher would have received had the teacher not entered the plan or gone on leave.
- .13 On return from leave, a teacher shall be assigned, unless there is mutual agreement, to the same position, supervisory position, or, if due to declining or changing enrolment patterns, said position no longer exists, the employee shall be governed by the appropriate terms of the agreement.

Withdrawal from the Plan

- .14 A teacher may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to commence. Any exceptions to the aforesaid shall be at the discretion of the School Board. Repayment shall be pursuant to .16.
- .15 Notwithstanding .14 teachers who enter the Plan on or after August 1, 1990 may under exceptional circumstances such as serious illness, death, resignation or early retirement withdraw from the Plan at any time during the year(s) of deferral provided the withdrawal is approved by the School Board. Such approval shall not be unreasonably withheld. Repayment shall be pursuant to .16.
- .16 If a teacher withdraws, the teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- .17 Should a teacher die while participating in the Plan any monies accumulated, plus interest accrued at the time of death, shall be paid to the teacher's estate.

- .18 Teachers who are discharged pursuant to Article 20.04 and teachers who are terminated pursuant to Article 20.05 (ii) or in accordance with the provisions of an Agreement between a School Board and the Union while enrolled in the Plan shall be required to withdraw and shall be paid a lump sum adjustment of salary deferred to the date of withdrawal, plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

Contract

- .19 All teachers wishing to participate in the Plan shall be required to sign the approved contract before final approval for participation is granted.
- .20 Once entered into, the contract provisions concerning percentage of salary and year of leave may be amended by mutual agreement between the teacher and the School Board.

**DEFERRED SALARY LEAVE PLAN CONTRACT
ONE YEAR LEAVE**

School Board

I have read the terms and conditions of the Deferred Salary Leave Plan set out in Appendix B to the Teachers' Provincial Agreement and hereby agree to enter the Plan subject to said terms and conditions:

1. ENROLMENT DATE

I wish to enrol in the Deferred Salary - Leave Plan commencing: _____

2. YEAR OF LEAVE

I shall take my leave of absence from _____ to _____.

3. FINANCIAL ARRANGEMENTS

The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

(i) Commencing August 1, 20____ I wish to defer a percentage of each of my salary payments for the next _____ years in accordance with the following schedule:

Year 1 _____%	Year 4 _____%
Year 2 _____%	Year 5 _____%
Year 3 _____%	Year 6 _____%

(Complete the required number of years and percentage of deferral)

Note: The maximum which can be deferred in any one calendar year is 33 1/3% of annual salary and the maximum number of years a teacher can defer is 6.

Annually, the School Board shall provide me with a statement regarding the status of my account (amount in account including accrued interest).

At least sixty (60) days prior to the commencement of my leave, I shall notify the School Board of all premium costs I wish to have deducted from my salary during my period of leave. The School Board shall make such deduction(s).

In the year of leave, the total monies (interest and deferred amounts) accumulated as of July 31 of that year shall be paid according to the terms of the Deferred Salary Leave Plan.

Interest earned on the pay down during the year of leave shall be paid in two installments; one in January of the year of leave and one in August following the year of leave.

Teacher's Present School

Teacher's Signature

Present Assignment

Witness

Date

**DEFERRED SALARY LEAVE PLAN CONTRACT
SIX MONTH LEAVE**

School Board

I have read the terms and conditions of the Deferred Salary Leave Plan set out in Appendix B to the Teachers' Provincial Agreement, and hereby agree to enter the Plan subject to said terms and conditions.

1. ENROLMENT DATE

I wish to enrol in a six month Deferred Salary Leave Plan commencing:_____

2. PERIOD OF LEAVE

I shall take my leave of absence from _____ to _____.

NOTE: You must include either July or August in your period of leave.

3. FINANCIAL ARRANGEMENTS

The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

Commencing August 1, 20_____ I wish to defer a percentage of each of my salary payments for the next ___ year(s) in accordance with the following schedule:

Year 1 _____%	Year 4 _____%
Year 2 _____%	Year 5 _____%
Year 3 _____%	Year 6 _____%

(Complete the required number of years and percentage of deferral.)

Note: The maximum which can be deferred in any one calendar year is 33 1/3% of annual salary and the maximum number of years a teacher can defer is 6. Teachers taking leave from February to August must contribute a minimum of 5% of the amounts deferred for the period from August until February.

On July 31, (if I am deferring for more than one (1) year) the School Board shall provide me with a statement regarding the status of my account (amount in account including accrued interest).

At least sixty (60) days prior to the commencement of my leave, I shall notify the School Board of all premium costs I wish to have deducted from my salary during my period of leave. The School Board shall make such deduction(s).

During the period of leave, the total monies accumulated plus accrued interest (including amounts deferred from Aug.-Feb. for teachers taking a leave in February) shall be paid according to the terms of the Deferred Salary Leave Plan.

Interest earned on the pay down during the period of leave shall be taxed in the year in which it is earned and paid at the end of the leave.

Teacher's Present School

Teacher's Signature

Present Assignment

Witness

Date

APPENDIX C

IN-PROVINCE TEACHER EXCHANGE

Preamble: In view of the advancing effect of declining enrolment in our schools and the limited opportunities for mobility among the professional staff, opportunities should be made available to teachers of Nova Scotia to exchange teaching positions for one year.

Purpose

To provide

- .01 An opportunity for new professional experiences which will be of benefit to the teacher, the presently employing School Board, and the cooperating School Board for the exchange teacher.
- .02 A new educational experience.
- .03 An opportunity to benefit from the ideas, resources, and programs of another School Board.
- .04 An opportunity for teachers to share their knowledge, ideas, and expertise with other students, teachers, parents, and School Board officials.

Principles of Agreement:

- .01 The parties agree to implement a program of in-province job exchange for teachers.
- .02 The application deadline shall be January 31; and the target date for notification of successful exchangees shall be February 28.
- .03 Proposed exchanges are subject to approval of participating School Boards.
- .04 The period of exchange shall be one (1) school year. Any extension beyond one (1) school year shall be possible only with the approval of participating School Boards.
- .05 The exchange shall become permanent subject to the approval of the two (2) teachers and the consent of the participating School Boards.
- .06 If the exchange is to become permanent, the incoming teacher:
 - (a) shall, for the purposes of seniority, be granted the lesser of the years of service the teacher had with the former employing School Board or the years of service of the teacher leaving said importing School Board.
 - (b) shall receive credit for, and be able to use, the sick leave accumulated with the former employing School Board to a maximum of one hundred ninety-five (195) days.

- .07 Exchange opportunities shall be available only to those teachers who are on a permanent contract.
- .08 On completion of a program of exchange, a teacher shall return to his/her original position, subject to the provisions of his/her Local Agreement.
- .09 Teaching service during the year of exchange shall be deemed continuous service with the presently employing School Board for purposes of:
- Seniority
 - Sick Leave
 - Retirement/Service Award
- .10 During the year of exchange, the teacher shall continue to receive salary payments from the teacher's own employing School Board.
- .11 Application for in-province teacher exchange shall be forwarded to a central "clearing house" which shall be housed at the Nova Scotia Teachers Union.
- .12 A supervisory committee consisting of one (1) representative from the Department of Education, one (1) representative of the Nova Scotia Teachers Union, and one (1) representative of the Nova Scotia School Boards Association shall be responsible for administration of the program.

Conditions

- .01 Exchangees will remain in the employ of their own School Board and will continue to have their salaries remitted to them while on exchange. They will, therefore, continue to be subject to their normal taxation, pension and benefit contributions, and will retain their rights and privileges as employees of their School Board.
- .02 Notwithstanding Condition .01 above, exchangees shall acquaint themselves with conditions of employment of the host School Board, and shall agree to abide by same. In the event of a disagreement concerning the conditions of employment, the exchangee shall be bound by the decision of the Supervisory Committee.
- .03 The applicant must be genuinely interested, fully intend to accept an exchange if a suitable one is offered, and be able to adapt to conditions in the new environment. The applicant must be able to furnish a medical certificate to the effect that the applicant is in good health and free from any condition likely to impair the applicant's mental or physical activity as an exchangee.
- .04 Exchangees will be encouraged to exchange living accommodations with their counterparts, but all travel and living accommodation arrangements and costs are solely the responsibility of the exchanging teachers.
- .05 The applicant must agree to return to the School Board from which the applicant came for a full year after service in the other School Board.

- .06 The term of the exchange shall be one (1) year.
- .07 Exchanges are organized on a position-to-position basis, and the exchange cannot occur without the approval of the two (2) School Boards concerned.
- .08 The exchangee is guaranteed the exchangee's original position subject to the provisions of the Local Agreement upon return to the employing School Board.
- .09 The exchangee must possess a valid teacher's certificate.

**APPLICATION FOR IN-PROVINCE TEACHER
EXCHANGE NOVA SCOTIA**

FOR THE SCHOOL YEAR 20__ TO 20__

I. PERSONAL

Name in Full _____

Street Address _____

City _____

Date of Birth _____

Home Phone _____

Professional # _____ Email _____

Family Members To Accompany You:

Name	Relationship	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____

II. THE SCHOOL

Name and Address and Telephone Number of Present School

School Board _____

Name of Principal _____

**DEADLINE FOR APPLICATIONS:
POSTMARKED NO LATER THAN JANUARY 31**

III. QUALIFICATIONS

(a) Post-secondary school education and training:
Degree(s) Institution(s) Year(s)

(b) Teacher's Certificate held _____

IV. EXPERIENCE

Number of years teaching experience to date: _____

From	To	School Board	Type of School (Elementary, etc.)

V. THE POSITION

(a) Grade(s) and subject(s) being taught this year:

(b) I am prepared to teach classes and subjects corresponding to the following:

Grade(s) _____

Subject(s) _____

(c) After consulting my principal, I understand that the exchange teacher will be required to teach the following classes and subjects:

Grade(s) _____

Subject(s) _____

VI. SPECIAL ABILITIES

- (a) Please indicate if you have special training or interests in school sports, music, drama, etc.

- (b) Work experience that you think might be relevant:

VII. ACCOMMODATIONS

To complete exchanges it is usually necessary to exchange accommodations.

- (a) Do you agree to exchange accommodations with your exchange partner?

Yes _____ No _____

If Yes, under what (if any) conditions:

- (b) I live in:

Detached House _____

Apartment _____

Other(Specify) _____

(c) My accommodation is:

Owned _____

Rented _____

(d) My accommodation is shared:

Yes _____ No _____

(e) Number of rooms available _____

(f) Number of bedrooms available _____

(g) Any additional information about the accommodations that might be relevant:

VIII. PERSONS TO BE NOTIFIED IN CASE OF EMERGENCY?

Name	Address	Phone Number
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_____	_____	_____
_____	_____	_____

IX. PROPOSED EXCHANGE: LIST IN ORDER PREFERRED SCHOOL BOARD FOR THE EXCHANGE:

FIRST CHOICE School Board _____

SECOND CHOICE School Board _____

THIRD CHOICE School Board _____

PLEASE ATTACH A CURRENT CURRICULUM VITAE

X. REMARKS (ANY ADDITIONAL INFORMATION, WHICH WOULD ASSIST IN MAKING AN EXCHANGE)

I certify that all the information provided herein is true and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Conditions:

1. Exchangees will remain in the employ of their own School Board and will continue to have their salaries remitted to them while on exchange. They will, therefore, continue to be subject to their normal taxation, pension and benefit contributions, and will retain their rights and privileges as employees of their School Board.
2. Notwithstanding Condition I above, exchangees shall acquaint themselves with conditions of employment of the host School Board, and shall agree to abide by same. In the event of a disagreement concerning the conditions of employment, the exchangee shall be bound by the decision of the Supervisory Committee.
3. The applicant must be genuinely interested, fully intend to accept an exchange if a suitable one is offered, and be able to adapt to conditions in the new environment. The applicant must be able to furnish a medical certificate to the effect that the applicant is in good health and free from any condition likely to impair the applicant's mental or physical activity as an exchangee.
4. Exchangees will be encouraged to exchange living accommodations with their counterparts, but all travel and living accommodation arrangements and costs are solely the responsibility of the exchanging teachers.
5. The applicant must agree to return to the School Board from which the applicant came for a full year after service in the other School Board.
6. The term of the exchange shall be one (1) year.
7. Exchanges are organized on a position-to-position basis, and the exchange cannot occur without the approval of the two (2) School Boards concerned.
8. The exchangee is guaranteed the exchangee's original position subject to the provisions of the Local Agreement upon return to the employing School Board.
9. The exchangee must possess a valid teacher's certificate.

I certify that I have read and understand the Exchange Conditions.

Signature of Applicant: _____

Date: _____

Suggestions

- Use The Teacher to identify possible exchange partners. (See Classified section of The Teacher for examples)
- Please notify the committee if you have discussed an exchange with a colleague.

APPENDIX D

NSTU GROUP INSURANCE TOTAL CARE EXTENDED BENEFITS (DENTAL)

Basic preventative maintenance Program plus selected Major Restorative Services.

Benefit Description

The following services are provided at 80% of the lesser of the usual and customary charge of the dentist or the Current Dental Association Fee Schedule in effect in the subscriber's province of residence.

Diagnostic: clinical oral examinations (one recall exam every 12 months).

Preventative Services: cleaning and polishing, fluoride treatments (once in 12 months), pit and fissure sealants, space maintainers, protective athletic appliances (one every 24 months for children up to age 16 - one per lifetime over age 16).

Restorative Services: fillings, recementing inlays and crowns, removal of inlays and crowns, and cement restorations.

Endodontic Services: diagnosis and treatment of the pulp (nerve) and tissue which supports the end of the root, root canal therapy and emergency procedures.

Periodontic Services: diagnosis and treatment of disease which affects the supporting tissue of the teeth, such as the gums and bones surrounding the teeth.

Prosthodontic Services - Removable: denture repairs, denture rebasing and relining (once in 24 months) and tissue conditioning.

Surgical Services: extraction of teeth.

Adjunctive General Services: emergency treatment of pain, local anaesthetic or conscious sedation, and consultation with another dentist.

The following services are provided at 50% of the lesser of the usual and customary charge of the dentist or the Current Dental Association Fee Schedule in effect in the subscriber's province of residence, subject to a maximum payment of One Thousand Dollars (\$1,000.00) per person per calendar year.

Major Restoration Services: crown restorations, inlay and onlay restorations, gold fillings when teeth cannot be restored with other material. This benefit does not include fixed bridgework, prosthetics, or crowns, inlays or onlays associated with the placement of bridges or prosthetics.

The Employer's premium payment will be based on a current fee guide basis.

APPENDIX E

SUPERVISORY AND ADMINISTRATIVE TIME

HALIFAX REGIONAL SCHOOL BOARD

ARTICLE 30 PRINCIPALS AND VICE-PRINCIPALS

- 30.01 Principals in schools with more than ten (10) full-time equivalent teachers shall be relieved of all teaching duties and appointed as a non-teaching Principal.
- 30.02 The Board shall appoint a Vice-Principal in each school where there are more than ten (10) full-time teachers.
- 30.03 Vice-Principals shall be given appropriate administrative release time to carry out their duties.

STRAIT REGIONAL SCHOOL BOARD

ARTICLE 51 PRINCIPALS and VICE-PRINCIPALS

- 51.1 The present administrative guideline of the School Board with respect to the provision of administrative positions for schools is:

Enrollment	FTE	Principal	VP1	VP2
Less than 50	0.0	100% teaching	0.0	0.0
51-150	0.5	0.5	0.0	0.0
151-250	1.0	1.0	0.0	0.0
251-350	1.25	1.0	0.25	0.0
351-500	1.5	1.0	0.5	0.0
501-900	2.0	1.0	0.5	0.5
900+	3.0	1.0	1.0	1.0

- 51.2 No change to the administrative guidelines referred to in Article 51.1 shall be made without the change having first been considered by the Teacher-Board Committee.

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

ARTICLE 40 SUPERVISORY TIME

- 40.01 Full-time teaching Principals shall be provided supervisory time free from teaching in accordance with the following:

- a. in administrative units with three (3) or fewer teachers other than the Principal, the Principal shall be required to teach all but one (1) day per week;
- b. in administrative units with more than three (3) teachers but fewer than seven (7) teachers other than the Principal, the Principal shall be required to teach all but two (2) days per week;
- c. in administrative units with seven (7) or more teachers other than the Principal, the Principal shall be required to teach all but three (3) days per week.

40.02 The Superintendent, or designate, may approve additional days when circumstances warrant, and may approve the carry over of unused days from one month to another month.

40.03 Substitutes shall be hired to teach for the Principal when a teaching Principal is using any of the days set out in Article 40.01.

40.04 In schools with ten (10) or more teachers other than the Principal, the Principal shall be relieved of all teaching duties.

- 40.05 a. The School Board agrees that no Vice-Principal shall have existing practice with respect to non-teaching time reduced, unless due to significant change in job responsibilities.
- b. The School Board acknowledges its commitment to consult with the Union regarding recommendations and guidelines for non-teaching time, within twelve (12) months of the signing of this Agreement.

APPENDIX F

MARKING AND PREPARATION TIME

ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD

ARTICLE 43 MARKING AND PREPARATION

- 43.1 The Board may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for preparation and marking on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities, the remaining ninety percent (90%) being for instruction or related assignments.
- 43.2 Marking and preparation time shall not be scheduled during the teacher's:
- (a) recess or recess supervision;
 - (b) lunch breaks;
 - (c) home room registration;
 - (d) extra-curricular activities which are not a formal part of a course;
 - (e) hall monitoring and supervision; or
 - (f) the time for changing classes.
- 43.3 Marking and preparation shall be scheduled during "instructional time" which includes:
- (a) all direct classroom instruction;
 - (b) co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (eg. choir as part of a music credit);
 - (c) library, supervised study and guidance;
 - (d) student-centred resource activities;
 - (e) formally assigned administrative responsibilities (eg. class scheduling);
 - (f) supervision of in-school suspension activities; and
 - (g) P-6 recess supervision.
- 43.4 The parties agree that any "reasonable time cycles"/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the Management-Teacher Committee as provided for in Article 6 of this Agreement.

CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD

ARTICLE 18 WORKLOAD

- 18.01 When a teacher is requested by the Board to assist in course and/or curriculum development and the teacher accepts, the Board shall adjust the teacher's workload to compensate for the time involved in curriculum development.

18.02 The Board may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for preparation and marking on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities, the remaining ninety percent (90%) being for instruction or related assignments.

18.03 Marking and preparation time shall not be scheduled during the teacher's:

- (a) recess or recess supervision;
- (b) lunch breaks;
- (c) home room registration;
- (d) extra-curricular activities which are not a formal part of a course;
- (e) hall monitoring and supervision; or
- (f) the time for changing classes.

18.04 The parties agree that any reasonable time cycles/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the Employer-Teacher Committee as provided for in Article 43 of this Agreement.

18.05 The Board will make reasonable efforts to establish reasonable time cycles which will minimize the inconvenience to individual teachers.

CHIGNECTO CENTRAL REGIONAL SCHOOL BOARD

ARTICLE 38 MARKING AND PREPARATION

38.01 The Board may schedule such activities in a school day as it considers appropriate for each teacher, provided that the time allotted for preparation and marking on schedules determined by the Board shall include no less than an average, over a reasonable time cycle, of ten per cent (10%) for such activities, the remaining ninety per cent (90%) being for instruction or related assignments.

38.02 The Board and the Union shall establish a joint Marking and Prep Committee, consisting of two (2) representatives from each party, to monitor compliance with this Article. The Marking and Prep Committee shall select from its membership alternating chairs.

38.03 Marking and preparation time shall not be scheduled during the teacher's:

- a. recess or recess supervision;
- b. lunch breaks;
- c. home room registration;
- d. extra-curricular activities which are not a formal part of a course;
- e. hall monitoring and supervision; or
- f. the time for changing classes.

38.04 Marking and preparation shall be scheduled during "instructional time" which includes:

- a. all direct classroom instruction;

- b. co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (eg. choir as part of a music credit);
- c. library, supervised study and guidance;
- d. student-centered resource activities;
- e. formally assigned administrative responsibilities, eg. class scheduling;
- f. supervision of in-school suspension activities; and
- g. P-6 recess supervision.

CONSEIL SCOLAIRE ACADIEN PROVINCIAL

ARTICLE 24 MARKING AND PREPARATION TIME

24.01 The Board may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for marking and preparation on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities, the remaining ninety percent (90%) being for instruction or related assignments.

24.02 Marking and preparation time shall not be scheduled during the teacher's:

- (i) recess or recess supervision;
- (ii) lunch breaks;
- (iii) home room registration;
- (iv) extra-curricular activities which are not a formal part of a course;
- (v) hall monitoring and supervision; or
- (vi) the time for changing classes.

24.03 Marking and preparation shall be scheduled during "instructional time" which includes:

- (i) all direct classroom instruction;
- (ii) co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (e.g. choir as part of a music credit);
- (iii) library, supervised study and guidance;
- (iv) student-centred resource activities;
- (v) formally assigned administrative responsibilities (eg. class scheduling);
- (vi) supervision of in-school suspension activities; and
- (vii) recess supervision for primary to grade six.

24.04 The parties agree that any "reasonable time cycles"/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the Management-Teacher Committee as provided for in Article 36 of this Agreement.

HALIFAX REGIONAL SCHOOL BOARD

ARTICLE 39 MARKING AND PREPARATION TIME

- 39.01 Each teacher shall be entitled to the equivalent of thirty (30) minutes per day marking and preparation time within the time cycle of the school. A time cycle is defined as that period of time in which the school's schedule repeats itself (e.g. five (5) day cycle, six (6) day cycle).
- 39.02 Any marking and preparation time taken by a teacher pursuant to this Article shall be taken during the instructional day.

SOUTHWEST REGIONAL SCHOOL BOARD

ARTICLE 44 MARKING AND PREPARATION TIME

- 44.01 The District Boards may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for marking and preparation on schedules determined by the District Boards shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities, the remaining ninety percent (90%) being for instruction or related assignments.
- 44.02 Marking and preparation time shall not be scheduled during the teacher's:
- (i) recess or recess supervision;
 - (ii) lunch breaks;
 - (iii) home room registration;
 - (iv) extra-curricular activities which are not a formal part of a course;
 - (v) hall monitoring and supervision; or
 - (vi) the time for changing classes.
- 44.03 Marking and preparation shall be scheduled during "instructional time" which includes:
- (i) all direct classroom instruction;
 - (ii) co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (e.g. choir as part of a music credit);
 - (iii) library, supervised study and guidance;
 - (iv) student-centered resource activities;
 - (v) formally assigned administrative responsibilities, e.g. class scheduling; and
 - (vi) supervision of in-school suspension activities.
- 44.04 The parties agree that any "reasonable time cycles"/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the District Management-Teacher Committee as provided for in Article 8 of this Agreement.

STRAIT REGIONAL SCHOOL BOARD

ARTICLE 45 MARKING AND PREPARATION TIME

- 45.1 The time allotted to each teacher for preparation and marking on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities, the remaining ninety percent (90%) being for instruction or related assignments.
- 45.2 Marking and Preparation Time, and Instructional Time shall be recognized as that part of the teacher's day when students are officially in session. This part of the day begins when students are properly called to order in the forenoon and afternoon, and ends when the students are dismissed for lunch and when the students last classes end.
- 45.3 Recess time shall not be included for purposes of calculating Marking and Preparation Time. The time when students are on a noon-hour break shall not be included in the time used to calculate Marking and Preparation Time.
- 45.4 The parties agree to work co-operatively to establish "reasonable time cycles" at each school which will reduce the inconvenience to individual teachers.