

# **AGREEMENT**

between

## **THE MINISTER OF EDUCATION**

of the Province of Nova Scotia

and

## **THE NOVA SCOTIA TEACHERS UNION**

Term: November 1, 1999 - December 31, 2001

Made on the            day of February, 2000

**(Teachers' Provincial Agreement)**

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

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THIS AGREEMENT made this                    day of February , 2000, 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            "Superintendent of Schools" means a teacher appointed by a board to be in charge of a school system.
- 1.02            "Employer" means the Minister of Education of the Province of Nova Scotia in respect of this Agreement.
- 1.03            "Instructional day" shall mean a day on which pupils are in attendance at school.
- 1.04            "Local Agreement" means a professional agreement between a School Board and the Union.
- 1.05            "School System" means all schools under the jurisdiction of a regional School Board or the Conseil Scolaire Acadien Provincial.
- 1.06            "School Board" means any School Board or other authority employing teachers in a public school.
- 1.07            "Public School" means any school established or maintained pursuant to *The Education Act*.

- 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.

## **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 to the age of sixty-five (65) years.

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.

**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 shall have printed sufficient copies of this Agreement so that each teacher in the bargaining unit shall have a copy of the Agreement 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 Union shall be responsible for the distribution of the Agreement to its members.

**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 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.

**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 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) dismiss any pupil who is persistently defiant, disobedient or a present physical threat to any teacher and/or other pupil(s); and report immediately to the teacher's superior any case in which the teacher has dismissed a pupil.

**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.
- (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.
- 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 an evaluation report 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 report.
- (ii) Notwithstanding 12.03 (i), in the event a teacher refuses to sign an evaluation report, the report will be entered in the teacher's Official Personal Record File with a witnessed notation that the teacher has refused to sign the report.
- 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      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 Regional 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 one hundred fifty thousand dollars (\$150,000.00) for the Program Development Assistance Fund.
- 14.02 The fund shall be administered by the Union.
- 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 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 February 28, the classification shall be effective January 1 of the same school year.

**MINIMUM CERTIFICATE**

- 16.08 A teacher who did not hold either a probationary or permanent contract in the school year 1999-2000 and is hired under a probationary or permanent contract thereafter must obtain the TC5 certificate level or equivalent by July 31, 2005 in order to continue on a probationary or permanent contract.

**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 15 to obtain the services of a person holding a teacher's certificate or a vocational teaching permit 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 Board advertised provincially and that no certified teacher was available to fill the position.
- 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) Adoption Leave.
  - (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, 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 Board or 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;
- (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      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.

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 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 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 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 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 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 21.06 - Staff Placement.

## **ARTICLE 21 STAFF PLACEMENT**

- 21.01 For the purpose of this article, and without abrogating any terms or provisions contained in an agreement between a School Board and the Union, when staff reduction is deemed necessary by a School Board and the number of staff to be reduced cannot be accomplished by attrition, including full year leaves of absence for the ensuing school year, then the names of those permanent contract teachers who are in receipt of notice of termination because of staff reduction, shall be referred by the School Board to a Regional Placement Committee.
- 21.02 A Regional Placement 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 The Regional Placement Committee shall satisfy itself that reasonable effort is made by the School Board and its administrative and supervisory personnel to have the number of teachers pursuant to 21.01 reduced through additional retirements including the Early Retirement Incentive Plan.
- 21.04 The Regional Placement Committee shall satisfy itself that reasonable effort is made by the School Board and its administrative and supervisory staff to have the remaining teachers who have not been placed pursuant to 21.03 utilized by attempting to effect, with the approval of the board, such things as:
- (i) permanent full time substitutes;
  - (ii) job sharing (within staff).

- 21.05 A teacher, pursuant to 21.01, provided the teacher has not been placed for the ensuing school year, shall be offered reinstatement by the teacher's School Board to any position opened in the reverse order in which the teacher was terminated provided the teacher is, in the judgement of the School Board, qualified to fill the position so offered.
- 21.06 If the teachers pursuant to 21.01, have been reinstated pursuant to 21.05, then a probationary teacher, provided the teacher has not been placed for the ensuing school year, shall be offered reinstatement by the teacher's School Board to any position opened, in the following order; firstly, second year probationary teachers and secondly, first year probationary teachers, provided the teacher is, in the judgement of the School Board, qualified to fill the position so offered.
- 21.07 If the probationary teachers pursuant to 21.06 have been reinstated in accordance with said clause, then a term teacher, provided the teacher has recall rights under the agreement between the School Board and the Nova Scotia Teachers Union, shall be offered reinstatement by the teacher's School Board to any position opened, subject to the terms of said agreement.
- 21.08 The Regional Placement Committee shall attempt to have any remaining teachers pursuant to 21.01 who have not been placed, placed on loan to another School Board by referring the name and curriculum vitae to a Provincial Placement Committee by no later than May 16 of the school year. The Provincial Placement 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 Regional Education Officer shall be responsible for providing a curriculum vitae form to each teacher who has received a Notice of Intent to terminate.
- 21.09 If a party, pursuant to 21.08, refuses or neglects to appoint a representative to the Provincial Placement Committee, the representative shall be appointed by the Employer.
- 21.10 The term of the appointments to the Regional and Provincial Placement Committees shall expire on December 31 of each year.
- 21.11 The Provincial Placement Committee shall, by unanimous agreement, devise such procedures including time limits and extensions to deadlines based on reasonable operational requirements as are necessary for the effective administration of the placement program.
- 21.12 A School Board which determines the need to hire a new teacher for the ensuing school year shall make its requirement known to the Provincial Placement 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 desired, location, etc.
- 21.13 The Provincial Placement 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.

21.14 An enquiring School Board, which determines the need to hire a new teacher for the ensuing school year, shall be entitled to advertise for a new teacher provided:

- (i) firstly, no permanent contract teacher referred to it by the Provincial Placement Committee is competent and qualified for the position, in the judgement of the School Board, or no teacher is prepared and willing to accept the position; and
- (ii) secondly, that term contract teachers pursuant to 33.01 (i) who have at least two (2) years full-time term consecutive years of service with the School Board in the immediately preceding school years have been offered the position, in the order of seniority on the basis of consecutive service with the School Board, provided the teacher is, in the judgement of the School Board, qualified to fill the position so offered. Said positions shall be offered in the following order:
  - (a) regular teaching positions;
  - (b) term positions pursuant to 33.01 (i);
  - (c) any other term position.
- (iii) thirdly, that a term contract teacher:
  - (a) who has service in consecutive school years with the same School Board; and
  - (b) whose total term contract service has been for a minimum of sixty (60) days in each of those consecutive school years, and
  - (c) whose aggregate of term contract service is at least three hundred and ninety (390) days taught and claimed in accordance with Article 21.23,

has been offered the position in the order of most days taught and claimed, provided the teacher is, in the judgement of the School Board, qualified to fill the position so offered. Said positions shall be offered in the following order:

- (1) regular teaching positions;
- (2) term positions pursuant to 33.01 (i);
- (3) any other term position.

21.15 School Boards shall provide the Provincial Placement Committee, by May 16 of the school year, with a list of the probationary teachers who have been terminated for the purpose of staff reduction and notwithstanding 21.14, before a School Board advertises for a new teacher, it shall give consideration to probationary contract teachers referred to it by the Provincial Placement Committee.

21.16 Where a teacher has not been placed in accordance with the provisions of this Article, the teacher's status shall be in accordance with the provisions contained in an agreement between the teacher's School Board and the Union.

21.17 A permanent contract teacher who is in receipt of Notice of Termination and who is placed on loan to another School Board shall be considered to be an employee of the teacher's respective School Board for the ensuing school year and 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.

- 21.18 The provisions of 21.17 do 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, including the status of the teacher.
- 21.19 Notwithstanding the provisions of 21.17, the receiving School Board shall be deemed to be the Employer pursuant to Article 20 Tenure, for the purposes of discharging a teacher for cause and for the suspension of a teacher and the relevant provisions, including the provisions of appeal, of Article 20 shall apply.
- 21.20 Subject to the provisions of 21.18 and 21.19, the loan arrangement, pursuant to 21.17, shall cease at the end of the school year.
- 21.21 All costs associated with the appointees made pursuant to 21.02 and 21.08 shall be the responsibility of the appointing body.
- 21.22 Notwithstanding the provisions of Article 21.14 and 21.15, during the duration of this Agreement the following procedure shall be in effect immediately following the announcement of the provincial funding formulas for School Boards.
- (i) The Chairperson of the Provincial Placement Committee shall canvass all boards to obtain an early estimate of each Board's staffing situation for the coming year.
  - (ii) On the basis of the information received, the Provincial Placement Committee may, by unanimous agreement, upon request of a School Board, grant approval to proceed with a limited number of teacher hirings. Such agreement shall be granted wherever reasonable, and shall not be unreasonably or arbitrarily withheld.
  - (iii) No teacher who is hired under this arrangement is to be placed in a position until the Board fulfills any transfer/placement commitments it has towards its existing staff.
  - (iv) The Provincial Placement Committee shall review its activities at least once a month following its first meeting after the annual announcement of provincial funding formulas until May 15, to make adjustments where necessary.
  - (v) As a condition of granting approval for "early hiring" it is agreed and understood that:
    - (a) no permanent or probationary contract teacher who is employed by the applicant School Board, and who is qualified to teach in any of the proposed "early hiring" situations, is to be terminated for reasons of staff reduction by the School Board in any school year in which permission is granted to hire early.
    - (b) no term contract teacher employed by the applicant School Board who, in the opinion of the Board, is qualified to teach in any of the proposed "early hiring" situations, is to be terminated for reasons of staff reduction in any school year in which permission is granted to hire early provided that the teacher has;

- (1) two (2) consecutive years of service pursuant to 33.01 (i), or
- (2) term service pursuant to 21.14 (iii).

- 21.23 For purposes of 21.14 (iii) and 21.22 (v)(b)(2), the School Board shall credit the aggregated term contract service from August 1, 1996.
- 21.24 Where a teacher is hired on a probationary contract and clauses 32.13, 33.02 or 33.05 apply to that teacher, that teacher shall be deemed to be in the second year of probationary service for the purpose of Article 21.06.

**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/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 judgement in consultation with the Superintendent of Schools.

25.13 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.

## **ARTICLE 26 LEAVE FOR INJURY ON DUTY**

26.01 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.

- 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 teacher's physician and a physician appointed by the School Board. 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 Reimbursement from Total Care for the cost of any health care service, product or device prescribed by a physician for a teacher as a result of an injury under 26.01 may be authorized by the Insurance Trustees where such services are shown to be medically appropriate for the injury claimed.

## **ARTICLE 27 LEAVE OF ABSENCE FOR PREGNANCY**

- 27.01 A female teacher shall, no later than the fifth (5th) month of pregnancy, forward to the Superintendent of Schools, a written request for leave of absence or give notice of intention to resign.
- 27.02 A School Board shall, upon the request of a teacher made through the Superintendent of Schools, 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 Superintendent of Schools, 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, in the event that the child is hospitalized beyond the expected hospitalization period after birth, that unused part of the leave of absence period 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.
- 27.06 Teachers on maternity leave shall be entitled to the following benefit:
- (i) the teacher will receive seventy-five percent (75%) of her weekly salary during the two (2) week EI waiting period.
  - (ii) during the remaining fifteen (15) weeks of EI benefit, the teacher's weekly EI benefit will be topped up to ninety-three percent (93%) of the teacher's weekly salary.
- 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.

## **ARTICLE 28            ADOPTION LEAVE**

- 28.01 A School Board, upon the request of a permanent or probationary teacher and receipt of a letter from the Administrator of Family and Child Welfare stating that the said teacher has filed a notice of proposed adoption under the *Adoption Act*, shall grant:
- (i) (a) to a teacher adopting a child, who is not eligible to attend school, a leave of absence of twelve (12) weeks;
  - (b) the teacher shall receive seventy-five percent (75%) of the teacher's weekly salary during the two (2) week EI waiting period;
  - (c) during the remaining ten (10) weeks of EI benefit, the teacher's weekly EI benefit will be topped up to a maximum of ninety-three percent (93%) of the teacher's weekly salary;
  - (d) the teacher's weekly salary shall be determined by, and consistent with, the principles of the EI Regulations as they apply to teachers;
  - (e) the teacher shall be entitled to additional weeks without pay up to six (6) months as the teacher requests provided, however, that parental leave, pursuant to Article 50, shall not be pyramided on this leave.

(ii) 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 50, Parental Leave.

28.02 Notwithstanding 28.01, 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.

28.03 Notwithstanding 28.01, in the event both parents of the adopted child are teachers, the provision of 28.01 shall apply only to one (1) teacher.

### **ARTICLE 29 LEAVE FOR BIRTH OF CHILD**

29.01 On the occasion of the birth of his child, a male 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 Chairperson of the School Board or the Chairperson's representative 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 No teacher shall suffer a loss in salary if the teacher does not teach when a school is closed because of:

- (i) an order by the Minister of Education or the Minister's representatives;
- (ii) an order by the School Board or its representative, in consultation with the Regional Education Officer. Failure of a Board to consult the Regional Education Officer shall not result in a loss of salary or benefits to a teacher;
- (iii) an order by another proper authority.

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 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 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 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 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.

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 June 30th in the preceding 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 Board or a 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 Board, or

- (d) for participation on the Provincial Economic Welfare Committee or Provincial Negotiations Committee.

**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 Board.

32.02            Effective on and after November 1, 1999, substitute teachers shall be paid a daily rate of pay as follows:

- A            (i)            one hundred and eleven dollars (\$111.00) per day;
- (ii)            notwithstanding Article 32.02 A (i), a substitute teacher who has been employed for more than thirty (30) consecutive teaching days to take the place of the same regular teacher is to be paid one hundred and thirty seven dollars (\$137.00) for each day employed beyond thirty (30) days in that school year; and
- (iii)            notwithstanding Articles 32.02 A (i) and 32.02 A (ii), a substitute teacher who has been employed for more than sixty-four (64) 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 sixty-four (64) days in that school year.

B            Effective on and after August 1, 2000, substitute teachers shall be paid a daily rate of pay as follows:

- (i)            one hundred and thirteen dollars (\$113.00) per day;
- (ii)            notwithstanding Article 32.02 B (i), a substitute teacher who has been employed for more than thirty (30) consecutive teaching days to take the place of the same regular teacher is to be paid one hundred and thirty nine dollars (\$139.00) for each day employed beyond thirty (30) days in that school year; and
- (iii)            notwithstanding Articles 32.02 B (i) and 32.02 B (ii), a substitute teacher who has been employed for more than sixty-four (64) 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 sixty-four (64) days in that school year.

C            Effective on and after August 1, 2001, substitute teachers shall be paid a daily rate of pay as follows:

- (i)            one hundred and fourteen dollars (\$114.00) per day;
- (ii)            notwithstanding Article 32.02 C (i), a substitute teacher who has been employed for more than thirty (30) consecutive teaching days to take the place of the same regular teacher is to be paid one hundred and forty dollars (\$140.00) for each day employed beyond thirty (30) days in that school year; and
- (iii)            notwithstanding Articles 32.02 C (i) and 32.02 C (ii), a substitute teacher who has been employed for more than sixty-four (64) 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 sixty-four (64) 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.

- 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 and 32.07 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).
- 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 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 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 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.
- 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 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. Special 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 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 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 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-imburement will be in accordance with the cost sharing for Total Care Insurance Premiums and the current practice for insurance reimbursement.

- 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 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 Board is required to return the substitute teacher to the position following the absence.
- 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 Board from selecting the most qualified candidate in the opinion of the Board.

**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 Board;
    - (b) to replace a regularly employed teacher who has been seconded pursuant to Article 47, Secondments;
    - (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.

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;
    - (c) to teach for a semester;
    - (d) to replace a teacher on a six (6) month deferred salary leave, or
    - (e) to replace a teacher seconded pursuant to Article 47.12 for more than sixty (60) days but less than one hundred seventy-five (175) days.

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 (2<sup>nd</sup>) 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 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 been employed by way of a term contract and is hired for additional term service in the same academic school year, in the same school as defined pursuant to Article 44.08 of this Agreement, where the aggregate of the service is a minimum of one hundred seventy-five (175) days, the teacher's contract shall be deemed to reflect a teacher's total term service for that academic school year and shall be deemed to be pursuant to 33.01 (i).

#### **ARTICLE 34            INSURANCE**

- 34.01 (i) The Employer shall pay seven dollars and ten cents (\$7.10) per teacher per month for the purchase of a Union Life and AD & D Policy in the amount of thirty thousand dollars (\$30,000.00) for each teacher employed in the Province of Nova Scotia who is a member of the Union.
- (ii) 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 (i) 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.
- (ii) The ancillary benefits identified in Appendix D of this Agreement shall be included in the Total Care Policy, and the Employer shall pay premiums, as per 34.02 (i), in respect of these benefits.
- 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 E) shall be the approved benefits under the EXTENDED BENEFITS–DENTAL provisions of the Total Care Policy.
- (ii) 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 E.

- 34.04 The Employer shall remit to the Union the premiums referred to in this article as near as possible to the first (1<sup>st</sup>) 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 coverages 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 20<sup>th</sup> 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.

**ARTICLE 35 UNION AND SCHOOL BOARD NEGOTIABLE ITEMS**

- 35.01 Pursuant to subsection (2) of Section 13 of Chapter 460 of R.S.N.S., 1989, the *Teachers' Collective Bargaining Act*, the specific matters set out in (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), of this Article may be the subject of bargaining between the Union and a School Board:
  - (i) payment by a School Board of all or part of the monthly premiums or subscription rates for the Union Salary Continuation Insurance for teachers in the employ of the School Board;
  - (ii) remuneration for teachers of Summer School and Adult Education Classes;
  - (iii) absences, with or without salary, in addition to those provided in Article 31 Other Absences, so long as the absence is included in any agreement in effect on July 31, 1977, between any School Board and the Union and including additional absences, with or without salary which may from time to time be agreed upon by the Employer and the Union;

- (iv) remuneration, payable to teachers, which is directly related to those items which are negotiable with a School Board, specifically, Retirement or Service Award and Security of Position and such others as may from time to time be agreed upon by the Employer and Union;
- (v) the methods and procedures governing the exercise of the responsibilities enumerated in Article 5 Employers' Responsibilities;
- (vi) a teacher's personal file maintained by the employing School Board;
- (vii) Severance pay, subject to the provisions of 22.07;
- (viii) Supervisory time for principals.

**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 Fifty percent (50%) of the teachers' portion of the funds realized pursuant to 36.02, beginning with the funds from the 1982 calendar year, 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.

**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 and dated May, 1981, 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.
- 37.05 The Union and the Employer agree to discuss possible amendments to the Alcoholism and Drug Dependency Rehabilitation Program.

**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 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 give 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 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 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 For the periods August 1, 1999 - October 31, 1999, November 1, 1999 - July 31, 2000, August 1, 2000 - July 31, 2001 and August 1, 2001 - December 31, 2001, salaries for all teachers shall be in accordance with the salary schedules set forth in Schedules D1, D2, D3 and D4 hereto, which schedules shall be deemed to be part of this Agreement.
- (i) To calculate the annual salary for the academic school year beginning on August 1, 1999, 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, 1999 to October 31, 1999 both dates inclusive, and adding that number to the number calculated by taking the appropriate salary from Schedule D2 and dividing that salary by one hundred ninety-five (195) and multiplying by the number of school days taught and claimed from November 1, 1999 to July 31, 2000, both dates inclusive.
- (ii) For the 2000-2001 school year, salaries for all teachers shall be in accordance with the salary schedule set forth in Schedule D3.
- (iii) To calculate the annual salary for the academic school year beginning on August 1, 2001, the appropriate salary from Schedule D4 shall be divided by one hundred ninety-five (195) and multiplied by the number of school days taught and claimed from August 1, 2001, to December 31, 2001, both dates inclusive. The remainder of the annual salary for the academic school year 2001-2002 shall be as determined after multiplying the number of school days taught and claimed from January 1, 2002 to July 31, 2002 both dates inclusive by the annual salary to be determined effective on January 1, 2002 and divided by one hundred ninety-five (195).
- 43.02 In addition to the salaries referred to in 43.01, supervisory personnel shall be paid for the periods August 1, 1999 - October 31, 1999, November 1, 1999 - July 31, 2000, August 1,

2000 - July 31, 2001 and August 1, 2001 - December 31, 2001, additional salary (supervisory allowance) in accordance with the provisions of Schedules E1, E2, E3 and E4 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 (i), (ii) and (iii) but using Schedules E1, E2, E3 and E4.

- 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 twenty (20) 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 Schedule D1, D2, D3 or D4, 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
- (i) For purposes of determining the additional salary paid to supervisory personnel in accordance with the schedules set forth in Schedules E1, E2, E3 and E4 hereto, each regularly employed teacher shall be counted as provided in (ii).
  - (ii) Regularly employed teacher shall mean, for purposes of Schedules E1, E2, E3 and E4 hereto:
    - Full time teachers
    - Term contract teachers pro-rated 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, E3 and E4 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  
Assistant Superintendent



Sub-System Supervisor  
Supervisor  
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 Board and the Union may mutually agree that the new terminology equates with one of the classifications in 44.01.
  - (iii) If a 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 and 44.10 “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.

## **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 *Special Education Policy Manual* (January, 1996) of the Department of Education.
- 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.

**ARTICLE 47            SECONDMENTS**

- 47.01            Any provision in agreements between the Union and School Boards with respect to secondment shall be of no effect.

- 47.02 A secondment for the purpose of this Article, is defined as a temporary assignment to a position created by and for the School Board, for a defined and specific purpose, and for a specific period of time.
- 47.03 (i) The period of secondment 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 seconded period and will not be unreasonably withheld.
- 47.04 (i) The position to be filled by secondment shall be advertised by notice to all eligible teachers when the secondment is for more than a sixty (60) day period. 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 Board.  
(ii) A secondment of sixty (60) days shall not be extended.  
(iii) A secondment of less than sixty (60) days shall not be extended without written notification to the Union of the reason for such extension. Such secondment shall not be extended beyond the sixty (60) day limit.
- 47.05 An eligible teacher is defined as a permanent or probationary teacher employed by the Board.
- 47.06 Remuneration for the seconded position shall be determined in accordance with Schedules E1, E2, E3 and E4 of the Teachers' Provincial Agreement, prorated for the period of time of the secondment.
- 47.07 Articles 44.05 (ii) and (iii) shall not apply to the seconded teacher's salary when the period of secondment expires.
- 47.08 When the period of secondment expires, the seconded teacher shall return to the assignment held by the teacher immediately prior to secondment, or to a mutually agreeable position. If the assignment held by the teacher, immediately prior to the secondment no longer exists, then the teacher shall return to an assignment that the teacher would have received but for the secondment.
- 47.09 The Board shall hold the seconded teacher's assignment immediately prior to secondment as an unfilled position. An unfilled position is a position for which there is an incumbent.
- 47.10 Placement of a teacher in a seconded teacher's unfilled position shall be recognized as a temporary placement.
- 47.11 The Board shall follow procedures in the applicable Local Agreement for filling the unfilled position on a temporary basis.

- 47.12 (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.
- 47.13 In the event that a secondment is for sixty (60) days or less, the 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.
- 47.14 A teacher shall not be eligible to hold more than two (2) seconded positions in a three (3) year period. Notwithstanding, the Union may agree that a teacher is eligible to hold more than two (2) seconded positions in a three (3) year period. Such agreement shall not be unreasonably withheld.

#### **ARTICLE 48 ACCESS TO INFORMATION**

- 48.01 Effective the school year commencing August 1, 1998, each Board agrees to provide 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 October 30.
- (ii) a list of all term contract teachers employed as of January 30 of the current school year. Such list to be provided on or before February 28.
- 48.02 The list of term teachers 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 Board level.
- 48.04 Notwithstanding 48.01, each Board shall make available to the Union by March 1, 1998 a list, in accordance with 48.02, of all term contract teachers employed.

#### **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 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 coordinator to be responsible for distance education within the school. The role of the coordinator 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 coordinator's regular assignment and shall not infringe upon the coordinator'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 Board can demonstrate to the NSTU 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, students 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 Board approved professional development activities shall be paid by the Board and may be claimed subject to the provisions of the Union-Board Local 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 Board pursuant to (i) and/or where a review is being conducted pursuant to (ii), the requesting Board must provide information as requested by the members of the Committee.

## **ARTICLE 50 PARENTAL LEAVE**

- 50.01 (i) A permanent contract teacher who is either a natural or adoptive parent shall be granted, on request, up to twelve (12) weeks of unpaid parental leave. If both parents are teachers, the leave may be shared between the two (2) parents in two (2) continuous periods of time.
- (ii) A probationary contract teacher may be granted leave pursuant to (i).

- 50.02 The request for a parental leave shall be submitted in writing to the Board at least six (6) weeks prior to the commencement of such leave. The six (6) week period shall be waived or reduced in exceptional circumstances.
- 50.03 The parental leave may be taken at any time during the first year after the child arrives home.
- 50.04 Notwithstanding 50.01, the period of leave may be extended to seventeen (17) weeks if the child suffers from a physical, psychological or emotional condition that requires an additional period of parental leave.
- 50.05 Notwithstanding the leave provided in this article, the teacher may take additional unpaid parental leave with the approval of the Board.
- 50.06 All insurance benefits shall remain in effect while the teacher is on parental leave.
- 50.07 When the parental leave expires, the teacher(s) shall return to the assignment(s) held by the teacher(s) immediately prior to the leave, or to a mutually agreeable position. If the assignment(s) held by the teacher(s), immediately prior to the parental leave no longer exists, then the teacher(s) shall return to an assignment(s) that the teacher(s) would have received but for the leave.

#### **ARTICLE 51 DURATION AND TERMINATION**

- 51.01 This Agreement shall be in full force and effect for a term beginning November 1, 1999, and ending on December 31, 2001, or until a new agreement is reached in accordance with the *Teachers' Collective Bargaining Act*.
- 51.02 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

### SCHOOL YEAR - ( 1 )

- .01            Within thirty (30) days of the signing of this Agreement, a "School Year Committee" shall be formed. The Committee shall consist of up to four (4) representatives appointed by each of the parties to the Agreement.
- .02            The mandate of the Committee is to survey the practices of School Boards within the province with respect to the utilization of the days allocated under Article 25.05.
- The purpose of the survey is to:
- (i)            determine the present practice in the utilization of such days by the Board, school staffs, and individual teachers;
  - (ii)           determine the appropriate, effective, and efficient use of such days, and
  - (iii)           collect information to allow for and make recommendations where necessary for the improved utilization of these days.
- .03            (i)            The Committee shall convene its first meeting within sixty (60) days of the signing of this Agreement. The Department of Education shall be responsible for the call of the first meeting.
- (ii)           The Committee shall determine its operating procedures.
  - (iii)           Costs of the representation on the Committee shall be borne by the respective parties. Other costs associated with the Committee, and approved unanimously by the Committee, shall be borne equally by the parties.
- .04            The Committee shall prepare a written report and recommendations to the parties within twelve (12) months from the date of the signing of this Agreement, unless a different mutually acceptable date is agreed to by the parties to this Agreement.
- .05            Within thirty (30) days of the receipt of such report, the parties to this Agreement shall meet to consider the recommendations contained within the report.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Minister of Education

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**SUBSTITUTE TEACHERS (Injury on Duty) - ( 2 )**

- .01        Within sixty (60) days of the signing of this Agreement, a committee shall be formed and shall consist of one (1) representative from the Department of Education, two (2) representatives from the Union and one (1) representative from the Nova Scotia School Boards' Association.
  
- .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

### HARASSMENT AND ABUSE OF TEACHERS - ( 3 )

- .01 The parties to this Agreement recognize the importance of maintaining a learning and work environment that is free of harassment and abuse.
- .02 The parties to this Agreement also recognize that pursuant to *The Education Act*, S.N.S. 1995-96, c. 1, School Boards are responsible for establishing a policy for the protection of students and employees from harassment and abuse. The parties agree that harassment includes sexual harassment.
- .03 To support the work of School Boards in establishing such a policy, the parties agree to form a Committee known as the Harassment and Workplace Abuse Advisory Committee. The Committee will be comprised of:
- (i) a nominee of the Minister of Education, who shall be chairperson;
  - (ii) a nominee of the NSTU; and
  - (iii) a nominee of the Nova Scotia School Boards' Association.
- .04 The mandate of the Committee shall be:
- (i) To obtain from all teacher organizations and provincial governments in Canada existing and proposed policies related to the protection of teachers from harassment and abuse.
  - (ii) To share resource materials on harassment and abuse with School Boards to assist in the development of such policies.
  - (iii) To identify for School Boards issues and concerns of teachers in relation to the development of policies on harassment and abuse.
  - (iv) To urge School Boards to formulate and implement a policy in relation to harassment of teachers and a policy in relation to abuse of teachers.
  - (v) To make available to School Boards model policies on harassment and abuse with the objective, to the extent possible, of encouraging policy consistency among School Boards.
- .05 The Committee shall determine its own method of operation, including whether its mandate can be accomplished through the use of sub-committees. The Committee may exercise its judgement in utilizing the expertise and resources of persons who are knowledgeable on the subjects of harassment and abuse.
- .06 Each nominee on the Committee shall be responsible for the nominee's costs. The costs of utilizing the expertise and resources of additional persons who are not teachers shall be borne by the Minister. Article 31.02 (i) of the Teachers' Provincial Agreement shall apply to teachers who are members of the Committee or sub-committees established by the Committee.

.07

The Committee shall hold its first meeting within thirty (30) days of the signing of this Agreement. The Committee shall submit model policies to the parties to the Agreement and the Nova Scotia School Boards' Association within twelve (12) months of its first meeting, unless the parties mutually agree to a later date.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Minister of Education

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



## LETTER OF UNDERSTANDING

### ALCOHOLISM AND DRUG DEPENDENCY - ( 4 )

- .01 Within thirty (30) days of the signing of this Agreement, the Advisory Committee on Employee Assistance Program (comprised of a representative of the Department of Education, the NSTU and the Nova Scotia School Boards' Association) shall meet to initiate a review of the 1981 Alcoholism and Drug Dependency Program to ensure the program is up to date and where necessary suggest changes to make it as functional as possible. The Advisory Committee may exercise its judgement in utilizing recognized expertise to ensure the effective design of the program.
- .02 The Committee may establish as it deems necessary, sub-committees at the School Board level made up of equal representatives of the NSTU and the School Board to identify concerns with the current program to the Advisory Committee. APSEA shall also be invited to form a sub-committee.
- .03 The results of the review, together with any recommended changes to the program, shall be reported to the Minister of Education and the President of the NSTU within twelve (12) months of the Committee's initial meeting, unless a mutually agreeable later date is agreed upon.
- .04 Any recommended changes to the Program must have the unanimous agreement of the Advisory Committee pursuant to .01.
- .05 Within thirty (30) days of receipt of the Committee's report by the Minister and the President, representatives of the Employer and the Union shall meet to discuss possible amendments to the Program.
- .06 The program shall not be amended except by mutual agreement of the Employer and the Union.
- .07 (i) Costs associated with the representatives on the Advisory Committee or Sub-Committees shall be the responsibility of the sponsoring party.  
(ii) Other costs associated with the Advisory Committee, and approved unanimously by the Committee, shall be borne equally by the sponsoring parties.
- .08 When it is necessary for a teacher to claim a day for attendance at a sub-committee meeting, the day shall be claimed under 31.02 (i).

\_\_\_\_\_  
Witness

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Minister of Education

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

## LETTER OF UNDERSTANDING

### AFFIRMATIVE ACTION - ( 5 )

- Preamble: The parties agree that this Letter of Understanding will be extended to July 31, 2001.
- .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;
  - (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-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.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Minister of Education

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**INCLUSION - ( 6 )**

.01 A provincial committee shall be established comprised of two (2) representatives appointed by the Minister of Education, two (2) representatives appointed by the NSSBA, and four (4) representatives appointed by the Union. The purpose of such committee is to:

- (i) examine and report on school level access to professional development, resources, and consultative support;
- (ii) identify "best practices" provincially, and examine model and options to address identified issues;
- (iii) develop and recommend criteria to have access to the Program Development Assistance Fund for professional development and innovative practices to assist teachers in the implementation of the policy.

.02 The committee shall report on matters related to (.01) to the Minister and the President of the Union within twelve (12) months from the date of the signing of this Agreement. The committee shall be disbanded upon the delivery of the report. The first meeting of this committee shall be called at the discretion of the President of the Union.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Minister of Education

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**SUBSTITUTE TEACHERS (Rate of Pay) - ( 7 )**

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.

\_\_\_\_\_  
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 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 Board to teach, supervise or administer in a public school administered by the Board.
  
- 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 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 Board and the Nova Scotia Teachers Union;
  - (c) such other days as are allowed by the 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 Board on or before the fifteenth day of April, terminate this Agreement at the end of any school year.
- 3.03 The 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 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 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 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 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 .....  
of .....

hereinafter referred to as "the 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 Board to teach, supervise or administer in a public school administered by the Board.
- 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.

**ARTICLE TWO**  
**Remuneration of Teachers**

- 2.01 The 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 Board and the Nova Scotia Teachers Union;
  - (c) such other days as are allowed by the 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 Board on or before the fifteenth day of April, terminate this Agreement at the end of any school year.
- 3.03 The 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 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 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 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 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 .....

of .....

hereinafter referred to as "the 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 Board to teach, supervise or administer in a public school administered by the 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 seconded 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) job sharing for the full school year;
- vi) employed on a part-time basis for the full school year;
- vii) employed to teach for a semester;
- viii) replacing \_\_\_\_\_ who is on a six (6) month deferred salary leave;
- ix) replacing \_\_\_\_\_ who is seconded to another position for \_\_\_\_\_ days (more than sixty (60) but less than one hundred seventy-five (175));
- x) replacing \_\_\_\_\_ who has left the employ of the board after the twentieth (20th) day of school;
- xi) filling a newly created position after the twentieth (20th) day of school.
- xii) 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.

## **ARTICLE TWO Remuneration**

2.01 The 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 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 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 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 Board

**SCHEDULE D1**

**April 1, 1999 - October 31, 1999**

<b>Position on Scale</b>	<b>VTPA</b>	<b>Year of Teaching</b>	<b>TCM</b>		<b>VTCI</b>	<b>VTCII</b>	<b>VTCIII</b>	<b>VTCIV</b>	<b>TC8</b>
			<b>TC1</b>	<b>TC2</b>	<b>TC3</b>	<b>TC4</b>	<b>TC5</b>	<b>TC6</b>	
1	28155	1	31622	31622	28155	31135	34849	38292	41557
2	29618	2		31622	29618	32995	36913	40356	43621
3	31081	3		31622	31081	34855	38977	42420	45685
4	32544	4		31622	32544	36715	41041	44484	47749
5	34007	5		31622	34007	38575	43105	46548	49813
6	35470	6		31622	35470	40435	45169	48612	51877
7	36933	7		31622	36933	42295	47233	50676	53941
8	38396	8		34370	38396	44155	49297	52740	56005
		9			39859	46015	51361	54804	58069
		10				47875	53425	56868	60133
		11+				49735	55489	58932	62197



**SCHEDULE D2**

**November 1, 1999 - July 31, 2000**

<b>Position on Scale</b>	<b>VTPA</b>	<b>Year of Teaching</b>	<b>TCM</b>		<b>VTCI TC4</b>	<b>VTCII TC5</b>	<b>VTCIII TC6</b>	<b>VTCIV TC7</b>	<b>TC8</b>
			<b>TC1</b>	<b>TC3</b>					
1	28435	1	31938	31938	28435	31444	35196	38673	41971
2	29913	2		31938	29913	33323	37281	40758	44056
3	31391	3		31938	31391	35202	39366	42843	46141
4	32869	4		31938	32869	37081	41451	44928	48226
5	34347	5		31938	34347	38960	43536	47013	50311
6	35825	6		31938	35825	40839	45621	49098	52396
7	37303	7		31938	37303	42718	47706	51183	54481
8	38781	8		34714	38781	44597	49791	53268	56566
		9			40259	46476	51876	55353	58651
		10				48355	53961	57438	60736
		11+				50234	56046	59523	62821

**SCHEDULE D3**

**August 1, 2000 - July 31, 2001**

<b>Position on Scale</b>	<b>VTPA</b>	<b>Year of Teaching</b>	<b>TCM</b>		<b>VTCI</b>	<b>VTCII</b>	<b>VTCIII</b>	<b>VTCIV</b>	<b>TC8</b>
			<b>TC1</b>	<b>TC2</b>	<b>TC3</b>	<b>TC4</b>	<b>TC5</b>	<b>TC6</b>	
1	28749	1	32289	32289	28749	31788	35583	39098	42432
2	30243	2		32289	30243	33688	37691	41206	44540
3	31737	3		32289	31737	35588	39799	43314	46648
4	33231	4		32289	33231	37488	41907	45422	48756
5	34725	5		32289	34725	39388	44015	47530	50864
6	36219	6		32289	36219	41288	46123	49638	52972
7	37713	7		32289	37713	43188	48231	51746	55080
8	39207	8		35096	39207	45088	50339	53854	57188
		9			40701	46988	52447	55962	59296
		10				48888	54555	58070	61404
		11+				50788	56663	60178	63512

**SCHEDULE D4**

**August 1, 2001 - December 31, 2001**

<b>Position on Scale</b>	<b>VTPA</b>	<b>Year of Teaching</b>	<b>TCM</b>		<b>VTCI TC4</b>	<b>VTCII TC5</b>	<b>VTCIII TC6</b>	<b>VTCIV TC7</b>	<b>TC8</b>
			<b>TC1</b>	<b>TC3</b>					
1	29266	1	32870	32870	29266	32361	36223	39801	43195
2	30787	2		32870	30787	34295	38369	41947	45341
3	32308	3		32870	32308	36229	40515	44093	47487
4	33829	4		32870	33829	38163	42661	46239	49633
5	35350	5		32870	35350	40097	44807	48385	51779
6	36871	6		32870	36871	42031	46953	50531	53925
7	38392	7		32870	38392	43965	49099	52677	56071
8	39913	8		35728	39913	45899	51245	54823	58217
		9			41434	47833	53391	56969	60363
		10				49767	55537	59115	62509
		11+				51701	57683	61261	64655

**SCHEDULE E1**

**APRIL 1, 1999 - OCTOBER 31, 1999**

**TEACHERS**

(Base Rate)	50 or less	\$14,386
	51 - 100	14,386 plus \$79 for each teacher over 50 to a maximum of 18,136
	101 - 200	19,680
	201 - 350	21,196
	351 - 500	22,714
	501 - 650	24,222
	651 - 800	25,738
	801 - 1000	27,253
	1001 - 1200	28,770
	Over 1200	30,286

Assistant Superintendent      No less than 70% of base rate or \$520 more than the Assistant Superintendent would make if the Assistant Superintendent were principal of the largest school in the Assistant Superintendent's system, whichever is the greater.

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

Supervisors      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 Supervisor's jurisdiction.

**TEACHERS**

Principal	1 -	\$ 526
	2 -	1,365
	3 - 15	1,365 plus \$460 for each teacher in excess of two (2)
	16 - 35	7,344 plus \$228 for each teacher in excess of fifteen (15)
	36 - 50	11,921 plus \$154 for each teacher in excess of thirty-five (35)
	51 - 70	14,231 plus \$74 for each teacher in excess of fifty (50)
	71+	15,729 plus \$33 for each teacher in excess of seventy (70)
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		\$381 for each full-time teacher in the department including department head maximum \$3,810. 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.
Guidance Director		\$4,546 Systems which do not have a Guidance Supervisor, shall reclassify the Guidance Director as a Supervisor. Systems which have both a Guidance Supervisor and a Guidance Director shall red-circle the position of Guidance Director to the individual currently holding the position.
Pupil Services Co-ordinator		\$5,748

**SCHEDULE E2**

**NOVEMBER 1, 1999 - JULY 31, 2000**

**TEACHERS**

(Base Rate)	50 or less	\$14,530
	51 - 100	14,530 plus \$81 for each teacher over 50 to a maximum of 18,280
	101 - 200	19,877
	201 - 350	21,408
	351 - 500	22,941
	501 - 650	24,464
	651 - 800	25,995
	801 - 1000	27,526
	1001 - 1200	29,058
	Over 1200	30,589

Assistant Superintendent      No less than 70% of base rate or \$525 more than the Assistant Superintendent would make if the Assistant Superintendent were principal of the largest school in the Assistant Superintendent's system, whichever is the greater.

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

Supervisors      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 Supervisor's jurisdiction.

**TEACHERS**

Principal	1 -	\$ 531
	2 -	1,379
	3 - 15	1,379 plus \$465 for each teacher in excess of two (2)
	16 - 35	7,417 plus \$230 for each teacher in excess of fifteen (15)
	36 - 50	12,040 plus \$156 for each teacher in excess of thirty-five (35)
	51 - 70	14,373 plus \$75 for each teacher in excess of fifty (50)
	71+	15,886 plus \$33 for each teacher in excess of seventy (70)
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		\$385 for each full-time teacher in the department including department head maximum \$3,850. 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.
Guidance Director		\$4,591 Systems which do not have a Guidance Supervisor, shall reclassify the Guidance Director as a Supervisor. Systems which have both a Guidance Supervisor and a Guidance Director shall red-circle the position of Guidance Director to the individual currently holding the position.
Pupil Services Co-ordinator		\$5,805

**SCHEDULE E3**

**AUGUST 1, 2000 - JULY 31, 2001**

**TEACHERS**

(Base Rate)	50 or less	\$14,690
	51 - 100	14,690 plus \$83 for each teacher over 50 to a maximum of 18,440
	101 - 200	20,096
	201 - 350	21,643
	351 - 500	23,193
	501 - 650	24,733
	651 - 800	26,281
	801 - 1000	27,829
	1001 - 1200	29,378
	Over 1200	30,925

Assistant Superintendent      No less than 70% of base rate or \$531 more than the Assistant Superintendent would make if the Assistant Superintendent were principal of the largest school in the Assistant Superintendent's system, whichever is the greater.

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

Supervisors      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 Supervisor's jurisdiction.



**TEACHERS**

Principal	1 -	\$ 537
	2 -	1,394
	3 - 15	1,394 plus \$470 for each teacher in excess of two (2)
	16 - 35	7,499 plus \$233 for each teacher in excess of fifteen (15)
	36 - 50	12,172 plus \$158 for each teacher in excess of thirty-five (35)
	51 - 70	14,531 plus \$76 for each teacher in excess of fifty (50)
	71+	16,061 plus \$33 for each teacher in excess of seventy (70)
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		\$389 for each full-time teacher in the department including department head maximum \$3,890. 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.
Guidance Director		\$4,642 Systems which do not have a Guidance Supervisor, shall reclassify the Guidance Director as a Supervisor. Systems which have both a Guidance Supervisor and a Guidance Director shall red-circle the position of Guidance Director to the individual currently holding the position.
Pupil Services Co-ordinator		\$5,869

**SCHEDULE E4**

**AUGUST 1, 2001 - DECEMBER 31, 2001**

**TEACHERS**

(Base Rate)	50 or less	\$14,954
	51 - 100	14,954 plus \$85 for each teacher over 50 to a maximum of 18,704
	101 - 200	20,458
	201 - 350	22,033
	351 - 500	23,610
	501 - 650	25,178
	651 - 800	26,754
	801 - 1000	28,330
	1001 - 1200	29,907
	Over 1200	31,482

Assistant Superintendent      No less than 70% of base rate or \$541 more than the Assistant Superintendent would make if the Assistant Superintendent were principal of the largest school in the Assistant Superintendent's system, whichever is the greater.

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

Supervisors      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 Supervisor's jurisdiction.

**TEACHERS**

Principal	1 -	\$ 547
	2 -	1,419
	3 - 15	1,419 plus \$478 for each teacher in excess of two (2)
	16 - 35	7,634 plus \$237 for each teacher in excess of fifteen (15)
	36 - 50	12,391 plus \$161 for each teacher in excess of thirty-five (35)
	51 - 70	14,793 plus \$77 for each teacher in excess of fifty (50)
	71+	16,350 plus \$34 for each teacher in excess of seventy (70)
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		\$396 for each full-time teacher in the department including department head maximum \$3,960. 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.
Guidance Director		\$4,726 Systems which do not have a Guidance Supervisor, shall reclassify the Guidance Director as a Supervisor. Systems which have both a Guidance Supervisor and a Guidance Director shall red-circle the position of Guidance Director to the individual currently holding the position.
Pupil Services Co-ordinator		\$5,975

## 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 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 or until age 65, whichever is first.

- .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.

**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 deferral 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 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 monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the main branch in Nova Scotia of the Bank with which the School Board deals.

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.

Example - (based on 26 pay periods)

(i) Rates in effect at end of month of October 1997:

- true savings account .25%
  - 1-year term deposits 2.25%
  - 3-year term deposits 3.75%
  - 5-year term deposits 4.50%
- Average 2.6875%

	<u>Account</u>		<u>Interest Calculation</u>
	<u>Transaction</u>	<u>Balance</u>	
Aug. 3	--	--	---
Aug. 4	\$500.00 Dep.	\$500.00	---
Aug. 17	.52 Int.	500.52	$\$500.00 \times 2.6875\% \times \frac{14}{365} = \$.52$
Aug. 18	500.00 Dep.	1,000.52	
Aug. 31	1.03 Int.	1,001.55	$\$1,000.52 \times 2.6875\% \times \frac{14}{365} = \$1.03$
Sept. 1	500.00 Dep.	1,501.55	

**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. ENROLLMENT DATE

I wish to enroll in a one year 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:

Commencing August 1, 19\_\_\_\_\_ 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 3 _____%	Year 5 _____%
Year 2 _____%	Year 4 _____%	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 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 Board of all premium costs I wish to have deducted from my salary during my period of leave. The 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. ENROLLMENT DATE

I wish to enroll 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, 19\_\_\_\_\_ 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 3 \_\_\_\_\_                      Year 5 \_\_\_\_\_

Year 2 \_\_\_\_\_                      Year 4 \_\_\_\_\_                      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 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 Board of all premium costs I wish to have deducted from my salary during my period of leave. The 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 pupils, 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 In the event the exchange is to become permanent and if either School Board(s) maintains a seniority list, the incoming teacher shall 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.

- .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 the teacher's original position, subject to the provisions of the 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 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 \_\_\_\_\_

Family Members to Accompany You:

<u>Name</u>	<u>Relationship</u>	<u>Age</u>
_____		
_____		
_____		
_____		

**II.    THE SCHOOL**

Name, 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

---

---

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

FIRST CHOICE School Board: \_\_\_\_\_

SECOND CHOICE School Board: \_\_\_\_\_

THIRD CHOICE School Board: \_\_\_\_\_

**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 1 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: \_\_\_\_\_

## APPENDIX D

### ANCILLARY BENEFITS

The following Ancillary Benefits are added to the existing Total Care Policy pursuant to Article 34.02.

1. Effective May 1, 2000 Home Nursing Services to be increased from five thousand dollars (\$5,000.00) every three (3) years to ten thousand dollars (\$10,000.00) every three (3) years.
2. Effective May 1, 2000, the lifetime maximum five thousand dollars (\$5,000.00) for Therapeutic Medical Equipment to be increased to ten thousand dollars (\$10,000.00).

#### 3. EYE GLASSES EXTENSION FOR CHILDREN

Charges for frames and single lenses up to one hundred twenty-five dollars (\$125.00) or up to one hundred forty dollars (\$140.00) for frames and bifocal or trifocal lenses, once in any twelve (12) month period for dependents under the age of eighteen (18), commencing with the date charges are incurred for each member of the contract. For the period beginning May 1, 2000, charges for frames and single lenses up to one hundred thirty-five (\$135.00) or up to one hundred fifty dollars (\$150.00) for frames and bifocal or trifocal lenses, once in any twelve (12) month period. For the period beginning May 1, 2001, charges for frames and single lenses up to one hundred forty-five dollars (\$145.00) or up to one hundred sixty dollars (\$160.00) for frames and bifocal lenses, once in any twelve (12) month period. The allowance for frames will be made only if the lenses are changed. Prescription sunglasses are not covered.

#### 4. EYE GLASSES

Charges for frames and single lenses up to one hundred twenty-five dollars (\$125.00) or up to one hundred forty dollars (\$140.00) for frames and bifocal or trifocal lenses, once in any twenty-four (24) month period. For the period beginning May 1, 2000, charges for frames and single lenses up to one hundred thirty-five dollars (\$135.00) or up to one hundred fifty dollars (\$150.00) for frames and bifocal or trifocal lenses, once in any twelve (12) month period. For the period beginning May 1, 2001, charges for frames and single lenses up to one hundred forty-five dollars (\$145.00) or up to one hundred sixty dollars (\$160.00) for frames and bifocal or trifocal lenses, once in any twenty-four (24) month period. The allowance for frames will be made only if the lenses are changed. Prescription sunglasses are not covered.

**APPENDIX E**  
**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.